

RESOLUTION NO. 21745

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-19-4453 for Building Removals, on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 40.0 (Balmoral Avenue). The lowest responsible bidder on Contract No. I-19-4453 is Fox Excavating, Inc. in the amount of \$1,103,271.00.

Resolution

Contract No. I-19-4453 is awarded to Fox Excavating, Inc. in the amount of \$1,103,271.00, 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

RETURN WITH BID
SMALL BUSINESS SET-ASIDE

CONTRACT I-19-4453

BUILDING REMOVALS

ORIGINAL
IMPORTANT
BID ADDENDUM
ENCLOSED

VILLAGE OF HINSDALE AND CITY OF ELMHURST

TRI-STATE TOLLWAY (I-294)

MILE POST 17.8
TO
MILE POST 40.0



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

REQUIRED DOCUMENTS

VOLUME I

MAY 23 2019
SCANNED

03.4453.01.04

**ADDENDUM No. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4453
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: March 4, 2019

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 AM local time **March 12, 2019**.

NOTICE TO REVISIONS TO CONTRACT

NOTES:

1. The following revised Special Provision pages are included with this Addendum: J-iR, J-iiR, J-7R, J-31R.
2. The following new Special Provision page is included with this Addendum: J-31A
3. The minutes and sign in sheets from the optional pre-bid meeting held on February 25, 2019 are included in this Addendum.
4. Responses to Request for Information received from the Plan Holders are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change No. 1

Contract Requirements, Volume II, Replace page J-i with J-iR (attached).

This replacement contains the following revisions:

- 1.1 Revised Table of Contents so that sub-article 107.2 are not listed for consistency.
Revised Table of Contents to include S.P 119 thru S.P. 127.

Change No. 2

Contract Requirements, Volume II, Replace page J-ii with J-iiR (attached).

This replacement contains the following revisions:

- 2.1 Revised Table of Contents to include S.P 119 thru S.P. 127.

Change No. 3

Contract Requirements, Volume II, Replace page J-7 with J-7R (attached).

This replacement contains the following revisions:

- 3.1 Revised S.P. 106.4 to add the tree preservation plan includes an assessment from a certified arborist.

Change No. 4

Contract Requirements, Volume II, Replace page J-31 with J-31R (attached).

This replacement contains the following revisions:

- 4.1 Added Special Provisions 119 thru 122 and listed as not used.

Change No. 5

Contract Requirements, Volume II, Add the new page J-31A (attached).

This new page contains the following information:

- 5.1 Listed Special Provisions 123 thru 125 listed as "Reserved" and listed Special Provision 126 as not used. **Added S.P. 127 Prosecution and Progress.**

END OF ADDENDUM CHANGES

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The following Illinois Tollway projects in the vicinity of Contract I-19-4453 may be under construction during the term of this Contract:

- Tri-State Tollway (I-294) Advance Retaining Wall and Earthwork Contracts
- Contract I-18-4369 Building Removal Systemwide Willow Springs, Hodgkins and Countryside Mile Post 20.9 to Mile Post 23.0
- Contract I-18-4389 Tri-State Tollway (I-294) Roadway Rehabilitation O'Hare Oasis to Balmoral Avenue
- Contract I-18-4437 Tree Removal, Tri-State Tollway (I-294), Mile Post 17.8 to Mile Post 33.0
- Contract I-18-4423 Building Removal, Tri-State Tollway (I-294), (Mile Post 17.8 to Mile Post 40.0) Cook and DuPage Counties
- Contract I-19-4452 Building Removal, Tri-State Tollway (I-294), (Mile Post 17.8 to Mile Post 40.0) Cook and DuPage Counties
- Contract I-19-4454 Right-of-Way Parcel Management Tri-State Tollway (I-294), (Mile Post 17.8 to Mile Post 40.0) Cook and DuPage Counties

S.P. 106.4 COORDINATION WITH THE VILLAGE OF HINSDALE

For construction on or adjacent to any Village roadways the Contractor will be required to contact the Engineer who will contact the Village of Hinsdale Community Development Department, as listed below, to secure necessary permits. The Contractor is responsible for meeting all requirements of the Village of Hinsdale Community Development Department in connection therewith. These requirements include, and are not limited to, a tree preservation plan, which includes an assessment from a certified arborist, one personal visit to each abutting owner, demolition notice via certified mail to adjacent property owners within 250 feet of the property, obtaining a certificate of zoning compliance and if applicable a stormwater management permit.

The Contractor shall notify the Engineer in writing 14 calendar day notice prior to commencement of work. The Engineer or Corridor Construction Manager will notify the Village of Hinsdale of the start of work by contacting the following:

Village of Hinsdale
Community Development Department
19 E. Chicago Avenue
Hinsdale, IL 60521
Telephone: (630) 789-7030

S.P. 106.5 COORDINATION WITH THE CITY OF ELMHURST

For construction on or adjacent to any City roadways the Contractor will be required to contact the Engineer who will contact the City of Elmhurst Community Development Department, as listed below, to secure necessary permits. The Contractor is responsible for meeting all requirements of the City of Elmhurst Community Development Department in connection therewith.

The final configuration of the Project Right-of-Way requires the acquisitions of several land parcels. This listing identifies these individual parcels and provides the acquisition status. The Contractor's bid proposal shall have been submitted with the understanding that access to the proposed right-of-way and easements will be provided no earlier than the date indicated in the "Projected Acquisition Date" column in the table below.

ISTHA PARCEL NUMBER	Projected Acquisition Date	Actual Acquisition Date
TW-5-16-037	January, 2020	
TW-5-16-040	January, 2020	
TW-5-16-042	January, 2020	
TW-5-16-043	January, 2020	
TW-5-16-060	January, 2020	
TW-5-16-084	January, 2020	
TW-5-16-087	January, 2020	
TW-5-16-089	January, 2020	
TW-6C-16-011	January, 2020	

However, the Illinois Tollway reserves the right not to issue the Notice to Proceed until sufficient right-of-way, as deemed by the Engineer, is available for commencement of the Work. In any event, there shall be no damages or additional compensation due to the Contractor for delays due to delay in furnishing the right-of-way, and the Contractor's sole remedy, where applicable, shall be an extension of time.

S.P. 119 AVAILABLE GEOTECHNICAL INFORMATION

NOT USED

S.P. 120 AVAILABLE REPORTS

NOT USED

S.P. 121 ELECTRONIC DATA FILES AVAILABLE

NOT USED

S.P. 122 COMMITMENTS

NOT USED

S.P. 123 **RESERVED**

S.P. 124 **RESERVED**

S.P. 125 **RESERVED**

S.P. 126 **QUALIFICATIONS AND CERTIFICATIONS**

NOT USED

S.P. 127 **PROSECUTION AND PROGRESS**

This provision replaces paragraph one of Article 108.01 of the Illinois Tollway Supplemental Specifications, Subletting of Assignment of Contract

The Contractor shall furnish the material, labor, equipment, and all incidentals necessary to perform, with its own organization, work items accounting for not less than 50 percent of the total Contract Award amount, based on quantities of items and unit prices contained in the Proposal. Except for the transporting of materials, no portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Chief Engineering Officer. All Subcontractors must be approved in writing before they commence any work. Approval in writing of a Subcontractor shall be construed as approval for the Contractor's subletting of that portion of The Work to be done by the Subcontractor. Subcontractors shall be considered and recognized only as agents, employees or workers of the Contractor and shall be subject to the same requirements as to character and competence as the Contractor. Subcontractors shall not be third party beneficiaries of the Contract. Requests for approval of Subcontractors shall show the nature and percentages of The Work to be done by each Subcontractor, to be computed based on the value of proposed quantities of Contract work items and unit prices to be subcontracted in relation to the total Contract amount. The Contractor shall not, under any circumstances, be relieved of its full and complete liability and obligations for The Work due to such subcontracting, and the Engineer shall not be required to deal directly with Subcontractors.



Capital Program

MEETING MINUTES

MEETING PURPOSE: I-19-4453 Optional Pre-Bid Meeting – Building Removal
MEETING DATE/TIME: February 25, 2019 10:30 am
CHAIRPERSON: Jon Crispi, Tollway Design Corridor Manager
LOCATION: Tollway Central Administration Building
 Conference Room 175

Project#: I-19-4453
PREPARED BY: John Karlovitz (DSE)
ISSUE DATE: March 4, 2019

Item #	Item Description
1.	The meeting began at 10:30 am. All in attendance introduced themselves. Jon Crispi provided an introduction to the meeting. Jon stated the meeting was an optional pre-bid meeting for Contract I-19-4453.
2.	The work described in the Plans and Special Provisions involve parcels which are privately owned and there must be NO contact, relative to these Proposal Documents, between the Contractor and parcel owners and/or tenants.
3.	John Karlovitz (DSE) reviewed general scope of the work, listed in SP 101 which includes building removal on 10 separate parcels and the locations could be anywhere along the Tri-State Tollway from MP 17.8 to MP 40.0
4.	This is a small business set aside project. Contractor is required to Self-Perform 50% of the work. The ECP Credit Cap is \$30,000.00. (Tollway) explained the contract requirements related to diversity.
5.	Michelle Gross stated the diversity requirements. Contractors were encouraged to contact Michelle (mgross@getipass.com) if assistance was required in registering to become as a Small Business. Handouts were provided to attendees and are attached. Various points discussed by Michelle at the pre-bid meeting include: <ul style="list-style-type: none"> • Prime must be a registered in the Small Business Set-aside program through the Illinois Procurement Gateway (IPG) at the time of bid • No IDOT prequalification required • Self-performance requirement is 50% for this contract. Please refer to the Tollway Supplemental Specification, section 108.01 • No DBE or Veteran goals on this contract. • EEO Workforce Participation: The Tollway's Special Provision for Equal Employment Opportunity Program establishes workforce goals of: <ul style="list-style-type: none"> • Minority participation - 19.6% • Female participation - 6.9% EEO Workforce Participation • In addition, prevailing wage and certified payrolls are required on all Tollway construction contracts. • Bid Credit Cap is \$30,000



Capital Program

MEETING MINUTES

Item #	Item Description
	<ul style="list-style-type: none"> • Bid Credits can be earned three ways: <ul style="list-style-type: none"> • Earned Credit Program: https://www.illinoistollway.com/doing-business/diversity-development/programs#Earned%20Credit%20Program • Partnering for Growth Program: https://www.illinoistollway.com/doing-business/diversity-development/programs#Mentor • New - ConstructionWorks Program, which also has a wage reimbursement allowance on this Tollway contract: https://www.illinoistollway.com/doing-business/diversity-development/programs#ConstructionWorks
6.	Disclosures and Certifications for Contractors and sub-contractors: Must be included with bid, otherwise the bid will be deemed non-responsive . Review the section of the VOLUME I, REQUIRED DOCUMENTS , pages on INSTRUCTIONS AND INFORMATION TO BIDDERS for additional information.
7.	Reviewed the project schedule, bid opening is March 12, 2019, Notice to Proceed is no earlier than April 25, 2019. Contract completion is April 23, 2021.
8.	Liquidated damages are per SP 105.1.1 and are \$4,500 per day beyond contract completion
9.	Coordination with utilities, jurisdictional agencies and local working hours were also reviewed. Working hours are as described in SP 109. Agencies include Village of Hinsdale, City of Elmhurst per SP 106. Contractor is encouraged to read SP 106.4 for the additional documentation and coordination required by the Village of Hinsdale.
10.	The Contractors were referred to SP 109 for working hours
11.	DSE reviewed scope of work, payment for site security and for building removal. Garage Removal, Detached and Pool Removal, Above Ground are paid for separately.
12.	A few pay items have been added since the last building removal contract including: <ul style="list-style-type: none"> • Contract Allowance for ConstructionWorks apprentices • Non-compliance with Mowing (Special) special provision • Non-compliance with Building Removal special provision
13.	Temporary fencing shall be placed around the immediate structures prior to and during removal activities, while permanent fencing shall be placed as directed on the plans and by the Engineer.
14.	DSE mentioned the contractor is responsible for mowing the sites to maintain orderly sites.
15.	Bidders' questions will be responded to as part of an addendum to the contract.
16.	Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Hope Garrett at hgarrett@getipass.com, no later than 2:00 p.m. local time on February 26, 2019. Questions by phone or left on voicemail will not be answered.
17.	The meeting was opened to questions.
18.	The meeting was adjourned after all questions were asked.



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4453

MEETING DATE/TIME: Monday February 25, 2019 10:30 AM

CHAIRPERSON: Hope Garrett, Tollway

LOCATION: Tollway Central Administration Building Conference Room 175

ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Clarita Lao	Deputy Chief	ISTHA	630-241-6800 ext 3955	clao@getipass.com
2.	Lanyea Griffin	DPM	ISTHA	630-241-6800 ext 3873	lgriffin@getipass.com
3.	Hope Garrett	PM	ISTHA	630-241-6800 ext 3942	hgarrett@getipass.com
4.	Deanna Dinkel	Diversity	ISTHA	630-241-6800 ext 3294	ddinkel@getipass.com
5.	Richard Young	Specifications	GEC	847-494-8287	ryoung@knightea.com
6.	Ryan Hanks	Systemwide Project Manager	GEC		ryan.hanks@wsp.com
7.	John Stevens	Construction Manager	PMO	630-241-6800 ext 3879	jstevens@getipass.com
8.	Jim Mayer	Engineering Manager	PMO	312-402-0984	jmayer@getipass.com
9.	Mark Kazich	Project Development	GEC	630-241-6800 ext 4126	mkazich@getipass.com
10.	Laura Durkin	General Manager	ISTHA	630-241-6800 ext 3802	ldurkin@getipass.com
11.	Kristen Hamilton	Diversity	ISTHA	630-241-6800 ext 3295	khamilton@getipass.com
12.	Lisa Pierotti	Contract Administrator	ISTHA	630-241-6800 ext 3362	lpierotti@getipass.com
13.	Jon Crispi <i>JMC</i>	DCM Project Liaison	AECOM	630-225-4452	jon.crispi@aecom.com
14.	John Karlovitz <i>JKV</i>	DSE Project Engineer	A. Epstein and Sons International, Inc.	312-429-8093	jkarlovitz@epsteinglobal.com
15.					
16.					
17.					
18.					
19.					



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4453

MEETING DATE/TIME: Monday February 25, 2019 10:30 AM

	Name	Title	Company/ Organization	Phone Number	Email
20.	MARK WINGER	CCM	OMEGA	630/864-8057	mwinger@omegaaassociates.com
21.	Adam Graboski	President	ATS	847-971-4707	adams.ts,inc@gmail.com
22.	Jede	Coordinator	ATS	847-971-4707	— —
23.	Russ	Coordinator	ATS	— —	— —
24.	Ken Conroy	Dist	AEG	847-753-9020	kconroy@agb.com
25.	Juan Lopez	Project Manager	Martinez Progs	312 9815512	jlopez@martinezprogs.com
26.	Michelle Gross	Diversity	Tollway		mgross@getpass.com
27.	Deanna Dabel	Diversity	Tollway	x.1994	ddinke@getpass.com
28.	MARCIN KUSTOLIK	MANAGER	IMPACTOR PPP INC	847 344 3728	IMPACTORPPP@IMPACTORPPP.COM
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
37.					

CONTACT LIST FOR FREE TOLLWAY SPECS AND PLANS

Company/Organization Name	Contact Name	Email	Work Phone	Fax #	Address	City	State	Zip
Suburban Minority Contractors Association	Larry Bullock	larry.bullock@usminoritycontractors.org	847-852-5010	847-382-1787	1250 S. Grove Ave., Suite 200	Barrington	IL	60010
Rainbow/Push Coalition International Trade Bureau	John Mitchell		773-256-2781	773-373-4104	930 E. 50th St.	Chicago	IL	60615
Illinois Black Chamber of Commerce	Arthur Gass	arthur.gass@bccoflakecounty.com	224-480-4342	847-596-2912	668 Lenox Ave.	Waukegan	IL	60085
Rock Valley College c/o Construction Business Development Center	LaTasha Binder	lbinder@prairiestate.edu	779-423-4295	N/A	4151 Samuelson Road	Rockford	IL	61109
Latin American Chamber of Commerce	Lorenzo Padron	D.LorenzoPadron@LACCUSA.com	773-252-5211	773-252-7065	3512 W. Fullerton	Chicago	IL	60647
Chicago Minority Business Development Council	Neda Sharp	nsharp@chicagomsdc.org	312-775-8880	312-775-8890	105 W. Adams, Suite 2300	Chicago	IL	60603
Construction Business Development Center	Paul Murtagh	pmurtagh@prairiestate.edu	708-709-3548	708-709-3668	202 S. Halsted St.	Chicago Heights	IL	60411
Chicago Urban League	Entrepreneurship Center - Jason William Johnson	jjohnson@thechicagourbanleague.org	773-451-3559	773-451-3549	4510 S. Michigan Ave., 3rd Floor	Chicago	IL	60653
Black Contractors United	Ed McKinnie	mckinnie@blackcontractorsunited.com	773-483-4000	773-634-8264	12000 Marshfield Ave.	Calumet Park	IL	60827
Hispanic American Construction Industry Association	Oscar Navarrete		312-575-0386	312-575-0544	650 W. Lake St., Suite 415	Chicago	IL	60661
GMA Construction	Cornelius Griggs	cgriggs@griggsandmitchell.com	312-690-4205	312-934-0116	3520 S. Morgan Street	Chicago	IL	60609
Electronic Format Only								
IL Hispanic Chamber of Commerce	Kelley Francis	kfrancis@ihccb.com	312-425-9500	NONE	222 W. MERCHANDISE MART PLAZA, Suite 1212 C/O 1871	Chicago	IL	60654
Inner-City Underwriting	Care of: LaVerne Hall - CANI	Lhall@Candocorp.net	312-488-9338	312-341-9084	1633 S. State St.	Chicago	IL	60616
Illinois Black Chamber of Commerce- Chicago office	Deavay Tyler	deavay@gmail.com	312-201-4102	312-762-5768	180 N. Stetson, Ste. 3500	Chicago	IL	60601

Plan Holders Questions and Reponses

Question 1: Will the Tollway supply the survey?

Response 1: The survey will be supplied to the successful bidder and once the property is acquired by the Tollway.

Question 2: How long after the demo is completed is the contractor responsible for maintaining the site?

Response 2: The Contractor is responsible for maintaining the property until the end of the contract or until the Engineer relieves the contractor of the maintenance responsibilities, whichever is sooner.

Question 3: What are the requirements for board up services?

Response 3: The requirements are in the Special Provisions. Be advised the Village of Hinsdale board up is on the inside of the building.

Question 4: What material is allowed for temporary fence?

Response 4: Chain link fence per the Special Provisions.

Question 5: Is the quantity for disposal of hazardous waste accurate?

Response 5: The quantity is an allowance only. The actual costs for disposal, will be agreed as Extra Work, and be paid for as per the Special Provisions.

Question 6: Is this the same project as I-19-4452?

Response 6: I-19-4452 and I-19-4453 are two separate building removal contracts.

Question 7: What is the timing of the required submittals?

Response 7 Refer to the Special Provisions for the duration and types of submittals required.

Question 8: Does the Prime Contractor need to carry the Environmental Protection and Asbestos and Lead Paint Liability Insurance coverage in addition to the specialty subcontractor?

Response 8. The insurance coverages required for S.P. 107.2(1) and S.P. 107.2(2) must be provided by the contractor or specialized subcontractor(s) that will directly perform the work for the Pay Items indicated in each subarticle.

Question 9: Is it permissible for the Prime Contractor to carry the Environmental Protection & Asbestos and Lead Paint Liability Insurance coverage in lieu of the specialty subcontractor?

Response 9. The Prime Contractor may not provide the insurance coverages required for S.P. 107.2(1) and S.P. 107.2(2) on behalf of specialized subcontractor(s) that may be engaged to perform the work for the Pay Items indicated in each subarticle.

Question 10: Can there be any consideration of less than five years for the Environmental Protection for a shorter duration of continuing this coverage?

Response 10. The coverage will be required for the five year duration.

Question 11: Is this a Small Business Set-Aside project? If this is indeed a Small Business Set-Aside, could you provide the criteria to be considered a small business in the eyes of ISTHA?

Response 11: Yes this is a Small Business Set-Aside project. For the criteria required to meet the eligibility of the Small Business Set-Aside Program please refer to:
<https://www.illinoistollway.com/doing-business/diversity-development/programs>

Question 12: Please describe the schedule of payout for the Building Removal Pay Items.

Response 12: The Building Removal Pay Item is paid for as a lump sum price. The first 10% of the amount is paid upon completion of site security, board-up services and perimeter fencing installation. The remaining 90% will be paid on monthly installments as the Building Removal work for that item is completed. Refer to the Contract Requirements, Volume II, Special Provision for Building Removal for more information.

Question 13: Does this project require a bid bond – performance bond and 51% of work to be performed by the GC?

Response 13: The project requires a bid bond. Refer to Contract Requirements, Volume I, Part II for bid bond details. Self-performance requirement is 50% for this contract. Please refer to the Tollway Supplemental Specification, section 108.01.

Question 14: Does this bidder have to be IDOT prequalified?

Response 14: No.

Question 15: Does this bidder have to have a Certificate of Eligibility with IDOT?

Response 15: Since IDOT prequalification is not required the Certificate of Eligibility is not a prerequisite.

Question 16: Is the environmental abatement work to be bid separately?

Response 16: The environmental testing is included as part of the Building Removal pay item. Environmental Remediation, if required, will be paid on a force account basis under the contract allowance pay item JT154002 DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE.

End of Plan Holders Questions and Responses

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VOLUME II

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: I-19-4453

SMALL BUSINESS SET-ASIDE

Sealed Bids 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, March 12, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for February 25, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 10:30am.

The work to be done under this Contract shall be started on or about April 25, 2019. All work under this Contract shall be completed by April 23, 2021.

The work under this Contract shall consist of: The work under this contract includes, but is not limited to: building removal; building board up services; site clearing and grading; environmental testing for asbestos and lead; asbestos, lead or other regulated substances removal and remediation (as necessary); filling of septic system tanks (as necessary); topsoil and seeding; temporary/permanent fencing; trees and tree stump removal; maintenance of traffic during construction; utility disconnection and removal; pavement removal; and other ancillary removals as required

The work under this Contract is to be performed on: along the Tri-State Tollway from M.P. 17.8 to M.P. 40.0 in the Villages of Hinsdale and the City of Elmhurst, in Dupage and Cook Counties.

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

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, bid forms and other Contract Documents for this Contract are available from BHFx 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 current Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction can be purchased directly from BHFx Digital Imaging. The current Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, 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 BHFx 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 BHFx 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 Hope Garrett hgarrett@getipass.com, to be received no later than 2:00 p.m. local time on February 26, 2019.

A completed Questionnaire and a statement of Current Contractual Obligations on forms supplied by the Illinois Tollway will be required from all Bidders. 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: February 19, 2019

NOTICE

Small Business Set-Aside Program (SBSP)

This contract is subject to the Small Business Set-Aside Program (SBSP) as defined under Section 45-45 of the Illinois Procurement Code (30 ILCS 500/45-45).

Only those Bidders who qualify as a small business under the Code may bid on this contract. For purposes of this contract, a small business is defined as a business that is independently owned and operated, is not dominant in its field of operation, and meets the required size status and sales limitations.

A business is considered "not dominant in its field of operation" if it does not exercise a controlling or major influence in a kind of activity in which a number of business concerns are primarily engaged. When computing the size status of a Bidder, annual sales and receipts of the Bidder and all of its affiliates shall be included, subject to the following limitations:

- (1) No wholesale business is a small business if its annual sales for its most recently completed fiscal year exceed \$13,000,000.
- (2) No retail business or business selling services is a small business if its annual sales and receipts exceed \$8,000,000.
- (3) No manufacturing business is a small business if its annual sales for its most recently completed fiscal year exceed \$13,000,000 (wholesale) or employs more than 250 persons.
- (4) No construction business is a small business if its annual sales and receipts exceed \$14,000,000.

*****Attention Small Business Set-Aside Vendors*****

Note: A Bidder must be qualified as a small business by the Small Business Set-Aside Program at the time bids are due in order for their bid to be evaluated. For complete requirements and to register a Bidder's business in the Small Business Set-Aside Program, visit (<http://www.ipg.vendorreg.com>).

If a Bidder is not registered in the Illinois Procurement Gateway (IPG), then its bid will be deemed non-responsive.

Failure of the Bidder to meet the Small Business Set-Aside definition or to submit evidence of registration in the State of Illinois Program at the time of bid shall cause the bid to be deemed as non-responsive.

Joint Ventures are not allowed under the Small Business Program

Please register in the Illinois Procurement Gateway (IPG) at (<https://ipg.vendorreg.com>).

- * Click on vendor registration (right side of page)
- * Click on "create vendor account" or log in if you already have an account.
- * Once account is created, log into the Illinois Procurement Gateway.
- * Next, click on Start/Renew Vendor Registration in upper right hand corner.
- * Under Available Vendor Registrations (left side), click on State of Illinois Vendor Registration.
- * Complete all fields and submit for review/qualification.

Assistance with the Illinois Procurement Gateway may be obtained by emailing eec.ipg@illinois.gov or calling 217.782.1270.

Questions?

If you have questions, please contact David Littrell, Small Business State Purchasing Officer at EEC.SmallBusiness@Illinois.gov

Fox Excavating
I-19-4453

Construction Bid Check List

Required Documents	Reference Volume I	Comments and Important Information	Included with Bid
Forms A (22 pages) or Forms B (3 or more)	Section N	Financial Disclosures Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	Forms B ✓
Optional Bid Credit Incentive Program Certificates	Section I #27 Bid Credit Incentive Programs Special Provision	If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information	N/A
Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4	Section I #4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.	✓
Bid Bond or Bid Guaranty	P-2 and P-3	Must be submitted with bid or bid will be considered non-responsive. Bid bond must include Signature and Corporate Seal.	✓
Preferences, Contacts and Affidavit	Section R		✓
Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #10	Current standing at the time of bid will be verified by the Tollway	✓
Illinois Dept. of Human Rights (IDHR)	A-1 Section I #25	IDHR # Current standing at the time of bid will be verified by the Tollway	✓
Current Contractual Obligations	Section S		✓

Construction Bid Check List

Tollway Standard Terms & Conditions	Section TC		✓
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #34		✓
State Board of Election (BOE)	Section I # 24	Current standing at the time of bid will be verified by the Tollway	✓
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	Signatures and Corporate Seal	
Performance Bond	Section U	Submit using Tollway form U-1 and U-2	
Payment Bond	Section V	Submit using Tollway form V-1 & V-2	
Insurance	Section I #16		
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			
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.			

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. BID 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 July 16, 2014, 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 15th** of the following month.
- Payroll records must be kept for 5 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**

The Bidder must complete and return the Non-Collusion Affidavit furnished with the Solicitation with their bid. 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. **AUTHORITY TO TRANSACT BUSINESS UNDER AN ASSUMED NAME**

If the Bidder is doing business under an assumed name, it shall be required to furnish, prior to or at the time of submission of its Bid, 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 Assumed Business Name Act, 805 ILCS 405/1, as amended from time to time.

10. **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 execution of the contract. 30 ILCS 500/20-43. The Secretary of State Certification will be verified by the Tollway for the apparent low Bidder.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. ***RESERVED***

20. **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 matches 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.

21. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, including updates on the General Services eProcurement System BidBuy (<https://bidbuy.illinois.gov>), referred to as "BidBuy". Procurement information may not be available in any other form or location. Bidder is responsible for monitoring BidBuy. The State will not be held responsible if Bidder fails to monitor BidBuy, or to fully complete their vendor registration in BidBuy.

22. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the IDOT 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:

Chief Procurement Office
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399

Illinois Relay: (800) 526-0844

23. **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.

24. **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

25. **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

26. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

27. **BID CREDIT INCENTIVE PROGRAMS**

Tollway Bid Credit Incentive Programs allow contractors or subcontractors/fabricators to earn bid credits to be used toward future Tollway construction bids. A Bidder can then apply its bid credits to a maximum Bid Credit Cap assigned to each construction contract to lower their bid amount and increase the chances of winning the contract as the low Bidder. Use of bid credits from the Bid Credit Incentive Programs is applicable only to construction projects advertised by the Tollway for public bidding.

See Special Provision for Bid Credit Incentive Programs included in Volume 1.

Current Tollway Bid Credit Programs:

- CONSTRUCTIONWORKS PROGRAM

The ConstructionWorks (CW) Program offers contractors and subcontractors/fabricators a chance to earn bid credits toward future Tollway construction bids when they hire workers from a pool of qualified and eligible ConstructionWorks individuals including minorities, women, ex-offenders and exonerated individuals, veterans and other traditionally underserved populations.

See the Operational Guide for ConstructionWorks Program at <https://www.illinoistollway.com/doing-business/diversity-development#BidCreditIncentives>

- EARNED CREDIT PROGRAM

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

See the Operational Guide for Earned Credit Program at <https://www.illinoistollway.com/doing-business/construction-engineering#Earned%20Credit%20Program>.

- PARTNERING FOR GROWTH - CONSTRUCTION for DISADVANTAGED BUSINESS ENTERPRISE OR VETERAN-OWNED SMALL BUSINESS BID CREDIT INCENTIVE PROGRAM

A firm performing as a mentor in an approved Partnering for Growth (P4G) – Construction relationship, providing assistance to and training of a DBE or Veteran firm can earn Bid Credits that may be used toward future Tollway construction bids.

See the Operational Guide for Partnering For Growth - Construction For Disadvantaged Business Enterprise Bid Credit Incentive Program and the Operational Guide For Partnering For Growth – Construction For Veteran-owned Small Business Bid Credit Incentive Program at <https://www.illinoistollway.com/doing-business/diversity-development/programs#Mentor>

28. 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.

29. 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.

30. WEB-BASED PROJECT MANAGEMENT

The Illinois 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.

31. **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-contractor means a person or entity that enters into a contractual agreement with a person or entity who has a contract with the Illinois Tollway pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary Illinois Tollway contract. A person or entity is not a sub-contractor if that person only provides goods or supplies that are incidental to the performance of a contract by a person who holds the contract with the Illinois Tollway. In no event shall a sub-contractor be allowed to start work prior to approval by the Tollway.

32. **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.

33. **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.

34. **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 is requesting each Bidder to complete and submit the "Responsible Bidder Affidavit" form with their bid documents.

35. **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.

36. **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.

37. **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.

38. **ACCEPTANCE OF SCANNED SIGNATURES**

Unless otherwise specified, the parties agree that bids, 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.

39. **EXPATRIATED ENTITIES**

Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

PART II: Bid Requirements

Bid		Return with Bid
Bid Listing All Addenda		Return with Bid
Bid Bond		Return with Bid
Forms A or Forms B Disclosures		Return with Bid
Responsible Bidder Affidavit		Return with Bid
Bidder Preferences		Return with Bid
Bidder List of Individual Contacts		Return with Bid
Affidavit		Return with Bid
Equal Employment Opportunity Program	Will be Requested from the Apparent Low Bidder	
Bid Credit Program, if applicable		Return with Bid
Illinois Tollway Standard Terms and Conditions		Return with Bid
State Board of Election	Will be verified by Tollway	
Illinois Department of Human Rights Number		Return with Bid
Secretary of State Certificate of Good Standing	Will be verified by Tollway	

Prevailing Wage rates for Cook County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	0.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50		1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

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 (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

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway 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".

Prevailing Wage rates for DuPage County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNCSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

LATHER	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD	46.35	48.35	1.5	1.5	2	11.79	18.87	1.85	0.47
MARBLE FINISHERS	ALL	ALL	33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.59
MARBLE MASON	ALL	BLD	44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.50
MATERIAL TESTER I	ALL	ALL	31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL	36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.63
MILLWRIGHT	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	1.30
OPERATING ENGINEER	ALL	BLD	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL	46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL	45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL	44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD	37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD	47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	0.89
PLASTERER	ALL	BLD	42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	1.28
PLUMBER	ALL	BLD	49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

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

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway 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 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 Sced; 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; 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 Screenshot; 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 same job duties as the classification entitled "Material Tester/Inspector II".

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
BID

Fox Excavating
1305 S. River St.
Batavia, IL 60510

CONTRACT NO. I-19-4453

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, March 12, 2019 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: The work under this contract includes, but is not limited to: building removal; building board up services; site clearing and grading; environmental testing for asbestos and lead; asbestos, lead or other regulated substances removal and remediation (as necessary); filling of septic system tanks (as necessary); topsoil and seeding; temporary/permanent fencing; trees and tree stump removal; maintenance of traffic during construction; utility disconnection and removal; pavement removal; and other ancillary removals as required.

The services will be performed within the: along the Tri-State Tollway from M.P. 17.8 to M.P. 40.0 in the Villages of Hinsdale and the City of Elmhurst, in Dupage and Cook Counties.

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. <u>#1</u>	Date <u>March 4th 2019</u>
Addendum No. _____	Date _____
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 \$ 55,164, with a corporate surety authorized to do business in the State of Illinois. *5% Bond*

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-19-4453**, 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 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.

Fox Excavating
1305 S. River St.
Batavia, IL 60510

The undersigned submits herewith, completely filled out, form of the Authority entitled "Current Contractual Obligations," 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 Bid.

The undersigned is (check one)

an individual

a Partnership

a Corporation

under the laws of the State of Illinois

having principal office at 1305 S. River St. Batavia 60510 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 11 day of March, 2019, by its President, thereunto duly authorized.

Gary Martin  (SEAL)

(SEAL)

Affix Corporate Seal BY:
or Power of Attorney Where Applicable

Fox Excavating
1305 S. River St.
Batavia, IL 60510

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:

Gary Martin 
President Address

Elen Martin 
Vice-President Address

Michael Martin 1305 S. River St, Batavia
Secretary Address

Michael Martin 1305 S. River St. Batavia
Treasurer Address

Bid Notes

Each bid solicitation will have a contract-specific Bid Credit cap on the amount of Bid Credit that can be applied to the contract. This particular solicitation has a Bid Credit cap of \$30,000.00. Any Bid Credits applied above and beyond the Bid 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 P-pages.
- C. Base Bid will be calculated as: Total Amount of Core Work + Contractor's Quality Program + Total Amount of Contingency Work
- D. Bid Credit is to include the total amount of Bid Credits applied to the bid
- E. Award Criteria will be calculated by the Illinois Tollway and will be calculated as follows: Base Bid minus Bid Credit.

All Bid Credit Certificates used to arrive at the bid credit included on Bid Credit Line must be included in the original bid package. All Bid 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 Bid Credit 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-19-4453 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-19-4453
 BUILDING REMOVALS
 VILLAGE OF HINSDALE AND CITY OF ELMHURST
 TRI-STATE TOLLWAY (I-294)
 MILE POST 17.8 TO MILE POST 40.0
 COOK AND DUPAGE COUNTIES
 SCHEDULE OF PRICES

Fox Excavating
 1305 S. River St.
 Batavia, IL 60510

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	379	33 ⁰⁰	12507 ⁰⁰
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	428	40 ⁰⁰	17120 ⁰⁰
*	67201000	SEALING ABANDONED WATER WELLS	EACH	2	3000 ⁰⁰	6000 ⁰⁰
*	X2503110	MOWING (SPECIAL)	ACRE	61.0	500 ⁰⁰	30500 ⁰⁰
*	Z0007601	BUILDING REMOVAL NO. 1	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007602	BUILDING REMOVAL NO. 2	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007603	BUILDING REMOVAL NO. 3	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007604	BUILDING REMOVAL NO. 4	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007605	BUILDING REMOVAL NO. 5	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007606	BUILDING REMOVAL NO. 6	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007607	BUILDING REMOVAL NO. 7	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007608	BUILDING REMOVAL NO. 8	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0007609	BUILDING REMOVAL NO. 9	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	Z0023800	FILLING EXISTING SEPTIC TANK	EACH	2	1000 ⁰⁰	2000 ⁰⁰
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	3,164	25 ⁰⁰	79100 ⁰⁰

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-19-4453
 BUILDING REMOVALS
 VILLAGE OF HINSDALE AND CITY OF ELMHURST
 TRI-STATE TOLLWAY (I-294)
 MILE POST 17.8 TO MILE POST 40.0
 COOK AND DUPAGE COUNTIES
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE1	EACH	36	600 ⁰⁰	21600 ⁰⁰
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	17	600 ⁰⁰	10200 ⁰⁰
*	J1664335	DOUBLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EACH	9	2500 ⁰⁰	22500 ⁰⁰
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	24	100 ⁰⁰	2400 ⁰⁰
**	JS280120	TREE PROTECTION	FOOT	1,170	1 ⁰⁰	1170 ⁰⁰
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	50,000 ⁰⁰	50,000 ⁰⁰
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	540	10 ⁰⁰	5400 ⁰⁰
*	JT902010	GARAGE REMOVAL, DETACHED	SQ FT	1,933	3 ⁰⁰	5799 ⁰⁰
*	JT902020	POOL REMOVAL, ABOVE GROUND	SQ FT	475	5 ⁰⁰	2375 ⁰⁰
					TOTAL AMOUNT OF CORE WORK	718,671 ⁰⁰


 3/11/19
 Fox Excavating
 1305 S. River St.
 Batavia, IL 60510

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4453
BUILDING REMOVALS
VILLAGE OF HINSDALE AND CITY OF ELMHURST
TRI-STATE TOLLWAY (I-294)
MILE POST 17.8 TO MILE POST 40.0
COOK AND DUPAGE COUNTIES
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	113,000	1.00	113,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	7,200	1.00	7,200.00
*	JT154052	CONTRACT ALLOWANCE FOR ADDITIONAL BUILDINGS DEMOLITION	UNIT	150,000	1.00	150,000.00
*	JT154057	CONTRACT ALLOWANCE FOR BOARD-UP SERVICES	UNIT	3,600	1.00	3,600.00
*	JT154058	CONTRACT ALLOWANCE FOR SITE CLEAN-UP	UNIT	10,800	1.00	10,800.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	1.00	100,000.00
TOTAL AMOUNT OF CONTINGENCY WORK						384,600.00
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG77	NON-COMPLIANCE WITH MOWING (SPECIAL) SPECIAL PROVISION	OCCUR		(500.00)	
	999NEG78	NON-COMPLIANCE WITH BUILDING REMOVAL SPECIAL PROVISION	OCCUR		(700.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOOR		15.00	
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK =						
TOTAL AMOUNT OF BASE BID						1,103,271 ¹⁸
BID CREDIT						—
AWARD CRITERIA						1,103,271 ⁰²

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES ILLINOIS TOLLWAY SUPPLEMENTAL SPECIFICATION

OPENED 3/12 2019

BOND OR CHECK ENCLOSED: YES NO

SP

BES
3/11/19

Fox Excavating
1305 S. River St.
Batavia, IL 60510

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/vendorreq.com>

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

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

FORMS B contains three forms and shall be returned by Bidders 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. Disclosures of Lobbyist or Agent
4. Disclosure of Current and Pending Contracts
5. 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

Fox Excavating
1305 S. River St.
Batavia, IL 60510

CONTRACT NO:

1-19-4453
(Enter Tollway Contract Number)

SUBMITTING BIDDER:

Fox Excavating Inc.
(Enter Name of Firm)

ADDRESS:

1305 S. River St.
Batavia, IL 60510

STATE OF ILLINOIS)

COUNTY OF Kane)

SS

The Affiant, Gary Martin, being first duly sworn, upon oath deposes and says:

1. That the Affiant is President of Fox Excavating Inc. who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as 1-19-4453 (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 11th DAY OF March, 2019.

OFFICIAL SEAL
ERICA PEREZ
Notary Public - State of Illinois
My Commission Expires 10/12/2022


NOTARY PUBLIC

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

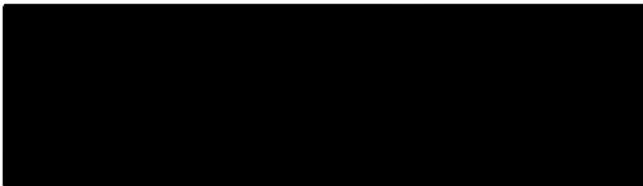
PREFERENCES

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:

Gary Martin

Printed Name of Authorized Representative:

Vendor Name:

Fox Excavating Inc.

Date:

3/11/19

Fox Excavating
1305 S. River St.
Batavia, IL 60510

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4453

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	Gary Martin	630 425-3001	gmartin@foxdig.com
Progress Schedule	"	"	"
Current Contractual Obligations	"	"	"
Bid Guaranty	"	"	"
Financial Statement	"	"	"
EEO Program	"	"	"
Financial Disclosures	"	"	"
Standard Business Terms and Conditions	"	"	"

Fox Excavating
1305 S. River St.
Batavia, IL 60510

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-19-4453

Fox Excavating
1305 S. River St.
Batavia, IL 60510

AFFIDAVIT

State of Illinois)
County of Kane) SS

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

That his/her name is Gary Martin, and he/she resides at [REDACTED]
and his/her office is at 1305 S. River St., That he/she makes, and is authorized to
make Batavia

this affidavit on behalf of Fox Excavating Inc., 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 President
(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-19-4453** 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.

[REDACTED]

(Affiant)

Sworn to before me and subscribed in my presence this 11th day of March 2019.

[REDACTED]

(Notary Public)

My Commission Expires: 10/12/22



CONTRACT NO. I-19-4453

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

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
RR-17-4287	IL Tollway	63,000	Closing Contract	4/2019
1-18-4369	IL Tollway	800,000	Building Removal	2020
1-18-4423	IL Tollway	600,000	Building Removal	2020

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.

Fox Excavating Inc.
 BIDDER
3/11/19
 DATE
Gary Martin
 BY: _____
 SIGNATURE
President
 TITLE

 SUB-CONTRACTOR

Fox Excavating
 1305 S. River St.
 Batavia, IL 60510

Illinois State Toll Highway Authority
SPECIAL PROVISIONS FOR
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

1. OBJECTIVE OF THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEO):

To promote equality of employment opportunity for all individuals including veteran, 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, the Illinois Department of Human Rights (IDHR) as established through the Illinois Human Rights Act (Illinois Compiled Statutes, 775 ILCS 5/1 -101, et sequitur), and State of Illinois Executive Order 15-2, Executive Order To Ensure Equal Opportunity Is Provided To All Illinois Persons And Businesses.

2. 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 any protected category identified by law in the performance of this contract in compliance with Title VII of the Civil Rights Act of 1964 found in 42 U.S.C § 2000e, *et seq* and Illinois state laws. Discrimination is the unfair treatment or denial of normal privileges to persons because of any 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. In the event of the contractor's non-compliance with this Equal Employment Opportunity Special Provision, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other remedies invoked as provided by statute or regulation.

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

The EEO goals set 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, apply to this contract. The EEO goals are measured through the following percentages of construction aggregated work hours in each of the categories;

Women: at least 6.9 percent for all contracts.

Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is **19.6%**.

ILLINOIS COUNTY	CURRENT FEDERAL GOAL % FOR MINORITIES	ILLINOIS COUNTY	CURRENT FEDERAL GOAL % FOR MINORITIES
BOONE	6.3	LAKE	19.6
BUREAU	18.4	LASALLE	18.4
COOK	19.6	LEE	4.6
DEKALB	18.4	MCHENRY	19.6
DUPAGE	19.6	OGLE	4.6
GRUNDY	18.4	ROCK ISLAND	4.6
HENRY	4.6	STEPHENSON	4.6
IROQUOIS	18.4	WHITESIDE	3.4
KANE	19.6	WILL	19.6
KENDALL	18.4	WINNEBAGO	6.3

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

Persons having origins in any of the original peoples of North and South American (including Central America), and who maintain tribal affiliation or community attachment.

ASIAN:

Persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

BLACK OR AFRICAN AMERICAN:

Persons having origins in any of the Black racial groups of Africa.

HISPANIC:

Persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race.

5. CONTRACT PERFORMANCE

During the performance of this contract, the contractor agrees as follows, as required by the Illinois Department of Human Rights (IDHR) at 44 Ill. Admin. Code 750 (Appendix A):

- 5.1 That it will, upon receipt of "Notice of Intent" email as low apparent responsive/responsible Bidder, submit EEO Form 1256, Workforce Projection if required by the "Notice of Intent".
- 5.2 That it will not discriminate against any protected category identified by law; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 5.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 5.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination of any protected category identified by law.
- 5.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the IDHR's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5.6 That it will submit reports as required by the IDHR's Rules, furnish all relevant information as may from time to time be requested by the IDHR or the Tollway, and in all respects comply with the Illinois Human Rights Act and the IDHR's Rules.
- 5.7 That it will abide by the audit clause of the contract.
- 5.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the

contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

5.9 That it will designate and make known to the Tollway an EEO Officer.

6. CALCULATING EEO PERFORMANCE, CREDIT TOWARDS THE USDOL OFCCP GOALS AND VETERAN PARTICIPATION FOR ILLINOIS EXECUTIVE ORDER 15-12:

Actual amounts of minority, female, and veteran 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, in the veteran category if applicable and also in the female category.

In the certified payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of reporting compliance with the weekly certified payroll report: American Indian/Alaska Native, Asian, Black/African American, Hispanic and Native Hawaiian/Other Pacific Islander.

Included in the 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 "Forepersons" and "Forepersons" otherwise known as working forepersons, 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 (820 ILCS 130) as required by the contract specifications, the Contractor must have submitted all 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 certified payrolls will be accepted after the transmission of the final waiver of lien.

The contractor and each subcontractor shall permit its employees to be interviewed on the job, during working hours, by compliance personnel of the Tollway, IDHR or the Department of Labor regarding compliance with the terms of this Special Provision.

7. 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 monthly and be up-to-date to through the last full month preceding the transmittal of each pay estimate. Failure to submit the EEO 0003 Report(s) 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 Contractor is responsible for maintaining a hard copy of the Contractor's and subcontractors' 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.

8. SUBCONTRACTOR OBLIGATIONS:

The Contractor is required to clearly identify in their subcontract agreements the specific performance obligations that each subcontractor has toward assisting the Contractor in meeting the EEO goals.

In the same manner as with other provisions of this contract, the Contractor will be responsible for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Tollway and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

9. 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.

10. CORRECTIVE ACTION PLAN:

The Corrective Action Plan must show that the Contractor made good faith efforts, taking all necessary and reasonable steps to achieve the stated 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 set EEO goals for the Illinois county in which work is performed.

Examples of Good Faith Efforts include, but are not limited to, the following:

- Establish and maintain a current list of minority, veteran and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its labor organizations have employment opportunities available, and maintain a record of the organizations' responses.
- Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a labor organization, a recruitment source or community organization.
- Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor.
- Disseminate the Contractor's EEO policy by providing notice of the policy to labor organizations and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs.

- Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

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 trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

11. AMENDED CORRECTIVE ACTION PLAN:

If the 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 9 and 10 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.

12. 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 become part of the procurement file maintained on the Contractor by the Tollway. The Letter may include a proposed sanction under Section 14 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 14, 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.

13. 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 to 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, unless extended by the Tollway if a hearing is requested, 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 14.

14. SANCTIONS:

The Contractor's failure to achieve the 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, liquidated damages, deeming the Contractor as non-responsible with respect to future business with the Tollway, and other reasonable sanctions as are permitted by law or equity. 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.

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.

15. RECORDS RETENTION AND AUDIT

Refer to the audit clause of the contract.

16. 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 14. A Contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

17. OTHER REGULATIONS:

The achievement of 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.

FORM EEO 1256 - WORKFORCE PROJECTION - continued

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

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

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

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

Company _____ Telephone Number _____

Address _____

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

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

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

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

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

SPECIAL PROVISION

FOR

BID CREDIT INCENTIVE PROGRAMS

1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

The TOLLWAY offers programs allowing a contractor or subcontractor/fabricator to earn BID CREDITS to be used toward future TOLLWAY construction bids. A Bidder can then apply its BID CREDITS to a maximum BID CREDIT CAP assigned by the TOLLWAY to each contract in order to lower their bid amount and increase the chances of winning the contract as the low Bidder.

Use of BID CREDITS from the BID CREDIT Incentive Programs is applicable only to construction projects advertised by the TOLLWAY for public bidding.

Current TOLLWAY BID CREDIT Programs are:

- ConstructionWorks (CW) Program: encouraging contractors to employ and retain qualified and eligible CW individuals enrolled in the CW Program, including African Americans, Asians, Hispanic, Ex-offenders, exonerated individuals, Females, Veterans and other traditionally underserved populations.
- Earned Credit Program (ECP): encouraging contractors to employ and retain qualified and eligible Workforce Innovation and Opportunity Act eligible individuals, including African Americans, Asians, Hispanic, Ex-offenders, exonerated individuals, Females, Veterans and other traditionally underserved populations.
- Partnering for Growth – Construction (P4G-Con): encouraging contractors to mentor a Disadvantaged Business Enterprise or Veteran-owned Small Business protégé firm.

For more information, reference the Operational Guide for each program on the TOLLWAY's website, <https://www.illinoistollway.com/doing-business/diversity-development/programs>.

2. DEFINITIONS

ACTIVE BID CREDIT CERTIFICATE REGISTER: Listing of all active BID CREDIT CERTIFICATEs for all BID CREDIT programs indicating certificate number, value, owner and issue date.

ACTIVE BID CREDITS: BID CREDITS available for submission and utilization on a construction bid.

AWARD CRITERIA: Contractor's BASE BID minus BID CREDIT submitted subject to the BID CREDIT CAP identified for each solicitation.

BASE BID: The bid amount prior to applying BID CREDITS SUBMITTED.

BID CREDIT: Virtual dollar credits earned through a TOLLWAY BID CREDIT Program.

BID CREDIT ALLOCATION: When BID CREDITS SUBMITTED by a prime contractor and subcontractor/fabricator are applied proportionally to the total of all the BID CREDITS originally submitted with the bid.

BID CREDIT CAP: A contract-specific limit as determined by an approved TOLLWAY formula on the amount of ACTIVE BID CREDITS that can be applied as BID CREDITS. Any BID CREDITS SUBMITTED above and beyond the BID CREDIT CAP will not be considered.

BID CREDIT CERTIFICATE: A numbered document that identifies certificate number, value, owner and issue date.

BID CREDITS SUBMITTED: BID CREDITS included in a construction bid as evidenced by a BID CREDIT CERTIFICATE. The total amount of the certificate(s) will be considered as tendered unless otherwise indicated on the physical certificate.

BID CREDITS UTILIZED: The amount of BID CREDITS required to establish the apparent low Bidder based on the difference between the award criteria of the lowest Bidder and the next apparent low Bidder plus \$1.00 of BID CREDIT.

INACTIVE BID CREDITS: BID CREDIT not available for submission due to utilization on a construction bid or superseded by current ACTIVE BID CREDITS.

TOLLWAY: The Illinois State Toll Highway Authority.

3. EARNING BID CREDITS

Refer to the Operational Guides for active TOLLWAY BID CREDIT Programs as posted on the TOLLWAY's website, <https://www.illinoistollway.com/doing-business/diversity-development/programs>.

4. BIDDING PROCEDURES

All bids must comply with the applicable procurement statutes, rules and regulations and the specific requirements of each solicitation to be considered responsive. Bids that fail to meet these minimum requirements may be considered non-responsive.

- 4.1 Each bid solicitation will have a contract-specific total BID CREDIT CAP as determined by the approved TOLLWAY formula on the amount of BID CREDIT that can be applied.
- 4.2 Any credits applied above and beyond the BID CREDIT CAP will not be considered.
- 4.3 If needed, contractors can check the appropriate ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website to ensure BID CREDIT CERTIFICATES SUBMITTED are active.
- 4.4 The BID CREDIT CAP may be met by BID CREDITS:
 - 4.4.1 Earned from one BID CREDIT program or from a combination of BID CREDIT programs, as BID CREDIT CERTIFICATES are now issued as one certificate covering all BID CREDIT programs
 - 4.4.2 Offered for submission by joint venture partners independently, and/or by subcontractors/fabricators independently, as per Section 5 below. If BID CREDITS from different firms are submitted on the same bid, the BID CREDITS are applied via BID CREDIT ALLOCATION as defined above proportionally to the amounts originally submitted on the bid.
- 4.5 Entering BID CREDITS on the bid forms:
 - The BASE BID is to be clearly identified on line #1 of the P page;
 - Line #2 is to include the total amount of BID CREDIT applied to the bid;
 - Line #3 is to include the AWARD CRITERIA (Line #1 minus Line #2 equals Line #3).
- 4.6 All BID CREDIT CERTIFICATES submitted to calculate the BID CREDIT included on Line #2 must be included in the original bid package.

- 4.7 All BID CREDITS UTILIZED to become or remain the successful Bidder 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.
- 4.8 The BID CREDIT CERTIFICATE(s) will be redeemed up to the amount needed plus \$1 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 CREDIT CERTIFICATE(s) to the contractor, or subcontractor/fabricator if applicable.

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

- 5.1 Joint Venture partners who own BID CREDITS may independently submit BID CREDITS toward the joint venture bid subject to the overall BID CREDIT CAP.
- 5.2 Subcontractors/fabricators who own BID CREDITS may provide those BID CREDITS to prime contractors to be 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.
- 5.3 In the event that a subcontractor/fabricator becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual ACTIVE BID CREDITS UTILIZED by the disqualified subcontractor/fabricator that factored into the apparent winning bid will not be refunded to the subcontractor's BID CREDIT certificate balance.
- 5.4 For subcontractor/fabricator BID CREDIT to be considered for utilization on a bid by a prime contractor:
- 5.4.1 The prime contractor must include BID CREDIT owned by the prime Bidder along with the BID CREDIT from the subcontractor/fabricator for application to the bid.
- 5.4.2 The amount of BID CREDITS submitted by the prime contractor shall be no less than the lowest dollar amount submitted by any subcontractor/fabricator application to the bid.
- 5.4.2.1 An allowance may be made in cases where the prime contractor's total BID CREDITS owned are less than those of the subcontractor/fabricator.
- In no case can the prime offer less than \$1,000 in BID CREDITS.
 - In instances where the prime has BID CREDITS but the total amount of the prime's BID CREDITS is less than any subcontractor's BID CREDITS offered with a bid, the prime's BID CREDITS will be utilized and exhausted before a subcontractor's BID CREDITS will be applied to the bid.
- 5.4.2.2 Failure to meet this standard will result in the BID CREDITS SUBMITTED not being considered.
- 5.4.3 The prime contractor is required to perform the following:
- Ensure that the subcontractor is aware of and has provided permission to the Bidder as indicated on the BID CREDIT CERTIFICATE to use the BID CREDIT CERTIFICATE in the bid solicitation;
 - Identify the scope of work and dollar amount committed to each subcontractor/fabricator where a BID CREDIT CERTIFICATE is being calculated in the BID CREDIT;
 - Ensure that the BID CREDIT CERTIFICATE is in active mode, which can be done through checking the ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website (www.illinoistollway.com) and click on "Doing Business" prior to submitting a BID CREDIT BID CREDIT CERTIFICATE in a TOLLWAY bid solicitation;

5.4.4 Ensure that the total amount of BID CREDIT CERTIFICATES does not exceed the contract-specific total BID CREDIT CAP. In the event of a successful bid, excess credits shall be returned via BID CREDIT ALLOCATION in proportion to what was originally submitted by the prime(s) and subcontractor/fabricator(s).

5.4.5 Insert a copy of this TOLLWAY SPECIAL PROVISION FOR BID CREDIT INCENTIVE PROGRAMS in each and every subcontract or joint venture agreement under this Contract and it shall become a material term of the subcontracts.

5.5 BID CREDITS SUBMITTED by the prime contractor, joint venture partner(s) and/or subcontractor/fabricator(s) are applied via BID CREDIT ALLOCATION, proportionally to the amounts originally submitted on the bid.

6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused BID CREDITS do not expire.

6.2 BID CREDITS will become INACTIVE BID CREDITS once utilized in a successful bid.

6.3 Should the same BID CREDIT CERTIFICATE be submitted in multiple bids on the same date:

- Where multiple solicitations have the same bid opening date, the TOLLWAY will typically open bids in numerical order with the lowest project number per the last four digits of the contract being opened first.
- The first bid opened containing the BID CREDIT CERTIFICATE will be considered for bid.
- All other bids containing a duplicate BID CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bid(s) has been issued.
- Until such time of award recommendation, all duplicate BID CREDIT CERTIFICATES will be Inactivated as applicable and the remaining BID CREDIT(s) and AWARD CRITERIA will be recalculated for subsequent bids.

As an example: Bid 01 (RR-XX-1234) included BID CREDIT CERTIFICATE A for \$100, Bid 02 (RR-XX-5678) also included BID CREDIT CERTIFICATE A for \$100. Bid 01 utilized \$50 of BID CREDIT CERTIFICATE A. Upon award recommendation of Bid 01, BID CREDIT CERTIFICATE A has \$50 remaining available for consideration in Bid 02.

6.4 As stated in Section 4.8 above, the BID CREDIT CERTIFICATE(s) will be redeemed up to the amount needed plus \$1 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 revised BID CREDIT CERTIFICATE(s) to the contractor or subcontractor/fabricator if applicable.

7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

Any contractor who knowingly submits an INACTIVE BID CREDITS shall be permanently barred from participating in any TOLLWAY BID CREDIT program.

Any contractor who submits a subcontractor/fabricator's BID 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 any TOLLWAY BID CREDIT program.

The TOLLWAY may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.



ILLINOIS TOLLWAY

Fox Excavating
1305 S. River St.
Batavia, IL 60510

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.:

1-19-4453

CONTRACTOR/CONSULTANT NAME:

Fox Excavating Inc.

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 PAYMENT DATA REPORTING REQUIREMENT

The Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Tollway.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>
(If hyperlink does not load, copy and paste the address into your web browser's address bar)

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:



Sub-Contractor/Consultant Information/Delinquent Debt Review
Contractor/Consultant
Sub-Contractor/Consultant
FEIN

Date: _____ Project Number: 1-19-4453

Project Name: Building Removal
Fairfax Tollway (I-294)

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: Fox Excavating Inc.

Federal Employment Identification Number (FEIN): _____

E-Mail: martin@foxdig.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 2025 and VOSB Form 2025, 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>Northern Contracting</u>		<u>1851 cottonville sycamore</u>	<u>FEIN</u>	<u>107,000⁰⁰</u>
<u>Home Tree Services</u>		<u>16464 W. 143rd Lockport</u>	<u>Tree clearing</u>	<u>26,000⁰⁰</u>

Signature: _____

Date: 3/11/19

Printed Name: BRANDON SAFARI

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT



CORPORATION FILE DETAIL REPORT

File Number	56797378		
Entity Name	FOX EXCAVATING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	04/10/1992	State	ILLINOIS
Agent Name	MARY AGRELLA FITZPATRICK	Agent Change Date	04/03/2017
Agent Street Address	4N220 FOX MILL BLVD	President Name & Address	GARY A MARTIN 1S959 GROVE HILL DR. BATAVIA, 60510
Agent City	ST CHARLES	Secretary Name & Address	MICHAEL D MARTIN 2S212 PARTRIDGE BATAVIA, IL 60510
Agent Zip	60175	Duration Date	PERPETUAL
Annual Report Filing Date	05/13/2019	For Year	2019

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[Change of Registered Agent and/or Registered Office Address](#)

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Mancillas, Pam

From: Lanzo, Paul
Sent: Monday, May 13, 2019 10:42 AM
To: Mancillas, Pam; Curcuro, Eleanor
Subject: RE: Contract I-19-4453 - Fox Excavating, Inc.

Chrissy has been in contact with the contractor who is working with the SoS to get this resolved.

Paul Lanzo
Procurement/Contracts Manager
Illinois Tollway - PMO
2700 Ogden Ave
Downers Grove, IL 60515
Office 630-241-6800 ext. 4838
Cell 847-505-6117
planzo@getipass.com
HNTB Corporation
planzo@hntb.com

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From: Mancillas, Pam
Sent: Monday, May 13, 2019 10:41 AM
To: Curcuro, Eleanor <ecurcuro@getipass.com>
Cc: Lanzo, Paul <planzo@getipass.com>
Subject: RE: Contract I-19-4453 - Fox Excavating, Inc.

Hi Eleanor,

Thank you so much for catching this. Bob is working on the issue. I noted in Catapult that the contract is on hold.

Thank you,
Pam

From: Curcuro, Eleanor
Sent: Friday, May 10, 2019 6:08 PM
To: Mancillas, Pam <pmancillas@getipass.com>
Cc: Lanzo, Paul <planzo@getipass.com>
Subject: Contract I-19-4453 - Fox Excavating, Inc.

Hi Pam,

While reviewing contact book I-19-4453 for Fox Excavating, Inc., I saw that the print out in the book from the Secretary of State website says they are "Not in Good Standing." When I saw that, I went to the website and it stills says that as of today (5/10/2019). I signed the routing sheet so the book won't have to come back to me. But please make sure that

this is corrected with the Secretary of State and that a new page with "Good Standing" is put in the book before you route it over to Legal next.

Thanks,
Eleanor

JESSE WHITE
SECRETARY OF STATE

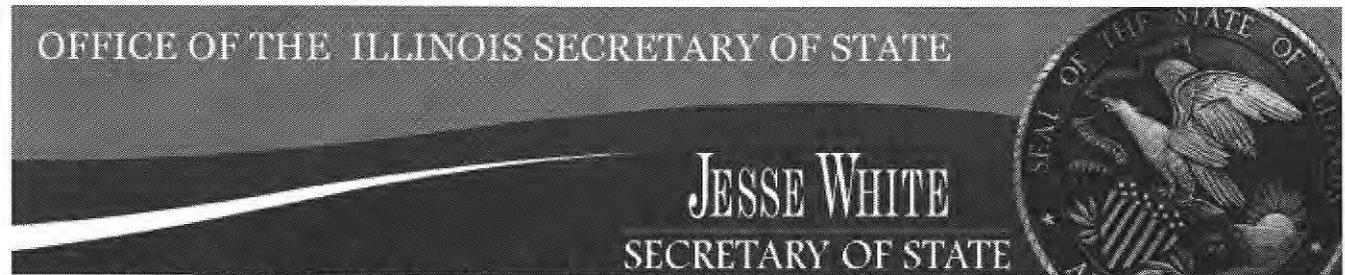
CORPORATION FILE DETAIL REPORT

File Number	56797378		
Entity Name	FOX EXCAVATING, INC.		
Status	NOT GOOD STANDING		
Entity Type	CORPORATION	Type of Corp	DOMESTIC B
Incorporation Date (Domestic)	04/10/1992	State	ILLINOIS
Agent Name	MARY AGRELLA FITZPATRICK	Agent Change Date	04/03/2017
Agent Street Address	4N220 FOX MILL BLVD	President Name & Address	GARY A MAR GROVE HILL I IL 60510
Agent City	ST CHARLES	Secretary Name & Address	MICHAEL D M PARTRIDGE I 60510
Agent Zip	60175	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2019

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CORPORATION FILE DETAIL REPORT

File Number	56797378		
Entity Name	FOX EXCAVATING, INC.		
Status	NOT GOOD STANDING <input checked="" type="checkbox"/>		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	04/10/1992	State	ILLINOIS
Agent Name	MARY AGRELLA FITZPATRICK	Agent Change Date	04/03/2017
Agent Street Address	4N220 FOX MILL BLVD	President Name & Address	GARY A MARTIN 1S959 GROVE HILL DR. BATAVIA, IL 60510
Agent City	ST CHARLES	Secretary Name & Address	MICHAEL D MARTIN 2S212 PARTRIDGE BATAVIA, IL 60510
Agent Zip	60175	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2019

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Saintil, Keisha

From: Saintil, Keisha
Sent: Tuesday, March 12, 2019 2:26 PM
To: Saintil, Keisha
Subject: Fox Excavating, Inc./ DD/ I-19-4453

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:24 03/12/19

ACTION: S

VENDOR NUMBER= [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 03/12/19 AT 14:24 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

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 04/09/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/09/19 AT 14:40 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

Homer Tree Service

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:36 04/08/19

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/08/19 AT 13:38 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract # 1-19-4453 Today's Date 3/11/19

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.

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.

Fox Excavating Inc. Gary Martin President
Contractor Name/Title of Authorized Representative
 3/11/19
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

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: Gary Martin, President

Business Name: Fox Excavating Inc.

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 type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: [REDACTED]

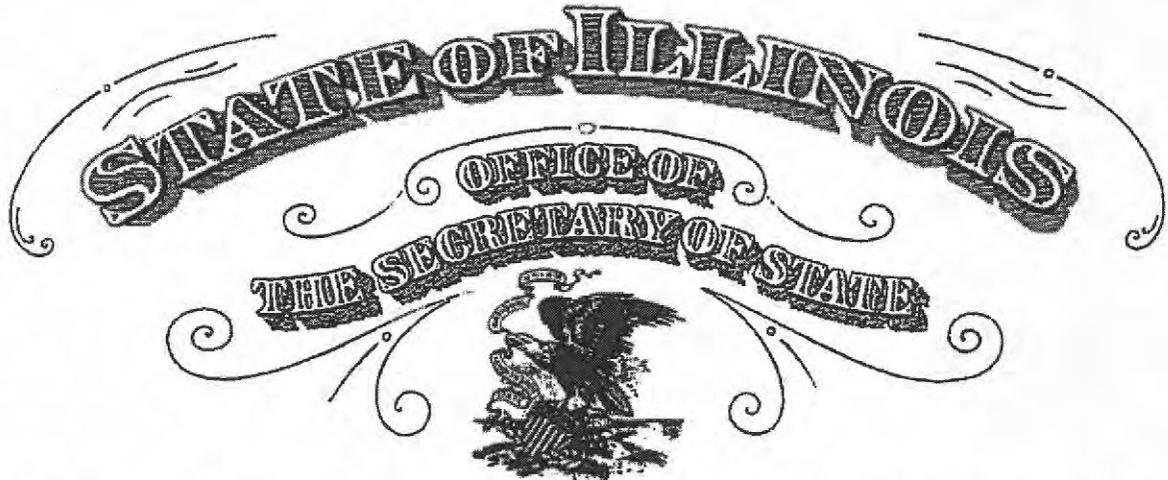
3/11/19

Date: March 11, 2019

Fox Excavating
1305 S. River St.
Batavia, IL 60510

File Number

5679-737-8



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

FOX EXCAVATING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 10, 1992, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 18TH day of MARCH A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1907701848 verifiable until 03/18/2020
Authenticate at: <http://www.cyberdriveillinois.com>

Certificate of Registration



Registration No. 25237

Fox Excavating, Inc.

1305 S. River Street

Batavia IL 60510

Information for this business last updated on:

Tuesday, February 05, 2013

Certificate produced on Tuesday, February 05, 2013 at 12:50 PM



**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

**Fox Excavating
1305 S. River St.
Batavia, IL 60510**

IPB Reference

Procurement/Contract #: I-19-4453

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 that is active and not expired.

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 #: 20321629 IPG Expiration Date: 3/7/2020

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).
 Yes No

3. 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 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.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	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 contract: Click here to enter text.

4. Disclosure of Current and Pending Contracts

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

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	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IL Tollway	RR-17-4287 Drainage Improvements / Tri-State Tollway (I-294)	Closing Contract	652,631	RR-17-4287
IL Tollway	I-18-4369 Building Removal Systemwide	In Progress	1,003,340	I-18-4369
IL Tollway	I-18-4423 Building Removal / Tri-State Tollway (I-294)	In progress	742,459	I-18-4423
IL Tollway	I-19-4452 Building Removal / Tri-State Tollway (I-294)	Pending	1,091,452	I-19-4452
IL Tollway	I-19-4453 Building Removals / Tri-State Tollway (I-294)	Pending Bid Opening	1,103,271	I-19-4453

5. 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: Fox Excavating Inc

Phone: 630.879.2674

Street Address: 1305 S. River Street

Email: brandon@foxdig.com

City, State, Zip: Batavia, IL 60510

Vendor Contact: Brandon Jafari

Signature: 

Date: 3/11/2019

Printed Name: Brandon Jafari

Title: Project Manager

**Fox Excavating
1305 S. River St.
Batavia, IL 60510**

CLOSE WINDOW

[Print](#)

Business & Contact Information

BUSINESS NAME **fox excavating inc**

CONTACT PERSON **Brandon Jafari**

ADDRESS **1305 south river street
batavia, IL 60510**

PHONE **630-879-2674**

FAX **630-879-2025**

EMAIL **accounting@foxdig.com**

WEBSITE **<http://foxdig.com>**

SYSTEM VENDOR NUMBER **20321629**

NEXT RENEWAL **3/7/2020**

[Map This Address](#)

Classifications

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED **Yes**

REGISTERING AS A **Prime & Subcontractor**

NIGP Code	Description
NIGP 91200	CONSTRUCTION SERVICES, GENERAL, INCLUDING MAINTENANCE AND REPAIR SERVICES)
NIGP 91240	Demolition Services
NIGP 91244	Excavation Services

NIGP 80150	Sign Material, Reflective, Die Cut, (See 550-45 for Reflective Sheeting for other than Signs)
NIGP 80156	Signs, American Disability Act (ADA)
NIGP 80159	Signs, Braille, Including Markers and Plaques
NIGP 80160	Signs: Construction, Including Roll-Up Type Message Signs
NIGP 80168	Signs, Exit: LED, Lighted, etc.
NIGP 80171	Signs, Fiberglass, Including Blanks
NIGP 80176	Signs and Posters, Informational, No Smoking, Fire Extinguisher, etc.
NIGP 80183	Signs, Metal, Not Blanks
NIGP 80184	Signs, Message, Computerized
NIGP 80186	Signs, Miscellaneous (Not Otherwise Classified)
NIGP 80187	Signs, Overhead, Traffic
NIGP 80189	Signs, Plastic and Polyethylene, Including Blanks
NIGP 80196	Signs, Traffic, Solar Powered, LED, Flashing, Programmable
NIGP 80197	Signs, Wood, Including Blanks

Vendor Registration: View

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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fox excavating inc

System Vendor Number: 20321629

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	3/5/2019
STATUS	Accepted
REVIEWER	Illinois Support User
DATE REVIEWED	3/8/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	3/7/2020
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	Yes
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	fox excavating inc
CONTACT FOR THIS SUBMISSION	Brandon Jafari (change contact)
PRIMARY CONTACT EMAIL	brandon@foxdig.com
PHONE	630-879-2674
FAX	630-879-2025
COMPANY EMAIL	accounting@foxdig.com
TAX ID NUMBER	XXXXXXXXXX
COMPANY TYPE	Corporation
ADDRESS	1305 south river street batavia, IL 60510 (edit address)

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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fox excavating inc

System Vendor Number: 20321629

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	3/5/2019
STATUS	Accepted
BUSINESS NAME	fox excavating inc
POINT OF CONTACT	Brandon lafari
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor- All Forms A-I must be completed.	pu
2. NAME OF CEO/BUSINESS OWNER	Gary Martin	pu
3. ANNUAL SALES/GROSS RECEIPTS	4,500,000.00	pu
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	04/10/1992	pu
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in <u>one or more</u> counties. Kane, Dupage, Cook, Will, Lake, Kendall	pu
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Gary Martin	pu
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	630-425-3001	
CONTACT PERSON EMAIL	Gmartin@foxdig.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	pu
	Illinois Comptroller's Smart Business Illinois Program	
	Small Business Administration (SBA)	

Vendor Registration: View Form

Help & Tools 

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Certifications
- Site Visits
- Registrations
- Reports

fox excavating inc

System Vendor Number: 20321629

[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	3/5/2019
STATUS	Accepted
BUSINESS NAME	fox excavating inc
POINT OF CONTACT	Brandon Jafari
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?	<p>Yes - My business is already registered in this program and I would like to re-qualify 100</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Document</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">SBSP Re-Qualification Statement</td> <td style="padding: 2px;">Attached by Brandon Jafari on 3/5/2019</td> </tr> <tr> <td style="padding: 2px;">Small Business Set-Aside Program Re-Qualification Statement (PDF)</td> <td></td> </tr> <tr> <td style="padding: 2px;">Fox Excavating Small Business 3-5-2019.pdf</td> <td></td> </tr> <tr> <td style="padding: 2px;">(PDF, 72.21 KB)</td> <td></td> </tr> </tbody> </table>	Document	Status	SBSP Re-Qualification Statement	Attached by Brandon Jafari on 3/5/2019	Small Business Set-Aside Program Re-Qualification Statement (PDF)		Fox Excavating Small Business 3-5-2019.pdf		(PDF, 72.21 KB)	
Document	Status										
SBSP Re-Qualification Statement	Attached by Brandon Jafari on 3/5/2019										
Small Business Set-Aside Program Re-Qualification Statement (PDF)											
Fox Excavating Small Business 3-5-2019.pdf											
(PDF, 72.21 KB)											

Additional Information

STAFF ATTACHED FILE(S) [Attach File](#)

[Refresh List](#) after attaching file(s).

Vendor Registration: View Form

Help & Tools 

- General
- Public Profile
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Certifications
- Site Visits
- Registrations
- Reports

fox excavating inc

System Vendor Number: 20321629

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	3/5/2019
STATUS	Accepted
BUSINESS NAME	fox excavating inc
POINT OF CONTACT	<u>Brandon Jafari</u>
FLAG FORM	<u>Add Flag</u>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	15 pu
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. pu 134831.00

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 pu

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block; margin: 5px 0;">Attach File</div> <p style="font-size: small; margin-top: 5px;">Refresh List after attaching file(s).</p>

From: IDHR.PublicContracts
To: Christine McClain
Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.
Date: Thursday, February 16, 2017 1:31:06 PM

ILLINOIS DEPARTMENT OF
Human Rights

Bruce Rauner, Governor
Janice Glenn, Acting Director

IDHR #: 134831-00
Date Eligible: 02/14/2017
Expires on: 02/14/2022

Christine McClain
Fox Excavating Inc.
1305 South River Street
Batavia, IL 60510

**CONFIRMATION OF EXISTING/RENEWAL
REGISTRATION**

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100

Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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fox excavating inc

System Vendor Number: 20321629

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	3/5/2019
STATUS	Accepted
BUSINESS NAME	fox excavating inc
POINT OF CONTACT	<u>Brandon Jafari</u>
FLAG FORM	<u>Add Flag</u>

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. 70

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 70

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 70

Yes

4. 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 70

Yes

5. 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 70

Yes

6. 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 70

Yes

7. 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

Y

Yes

8. 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

Y

Yes

9. 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

Y

Yes

10. 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

Y

Yes

11. 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

Y

Yes

12. 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

Y

Yes

13. 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

Y

Yes

14. 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

Y

Yes

15. 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

Y

Yes

16. 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

Y

Yes

17. 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

Y

Yes

18. 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

Y

N/A

19. 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

20. 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

21. 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

22. 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

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. 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

25. 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

26. 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

27. 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

28. 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

29. 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

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

pu

Yes, I certify my business is registered with BOE.

25237

Additional Information

STAFF ATTACHED FILE(S)

Attach File

[Refresh List](#) after attaching file(s).

[Customer Support](#)

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fox excavating inc

System Vendor Number: 20321629

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	3/5/2019
STATUS	Accepted
BUSINESS NAME	fox excavating inc
POINT OF CONTACT	Brandon Jafari
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?	<input type="checkbox"/>
No business operations to disclose.	

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
Refresh List after attaching file(s).	

Vendor Registration: View Form

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fox excavating inc

System Vendor Number: 20321629

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Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	3/5/2019
STATUS	Accepted
BUSINESS NAME	fox excavating inc
POINT OF CONTACT	<u>Brandon Jafari</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest							
A. IDENTIFY THE APPLICABLE ENTITY TYPE.	720						
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?	720						
No							
C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST	720						
Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)							
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?	720						
Yes, the information is not publicly available (If any <u>individuals</u> are listed, answer Yes or No to questions 5-8 and 11-20.)							
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black; text-align: left; padding: 2px;">Document</th> <th style="border-bottom: 1px solid black; text-align: left; padding: 2px;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">List of individuals or entities meeting one or more of the listed thresholds. <u>fox_inc_papers_2_for_state.htm.pdf</u> (PDF)</td> <td style="padding: 2px;">Attached by Brandon Jafari on 3/5/2019</td> </tr> <tr> <td style="padding: 2px;"><u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX)</td> <td></td> </tr> </tbody> </table>	Document	Status	List of individuals or entities meeting one or more of the listed thresholds. <u>fox_inc_papers_2_for_state.htm.pdf</u> (PDF)	Attached by Brandon Jafari on 3/5/2019	<u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX)		
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<u>IPG Percentage of Ownership and Distributive Income Form.docx</u> (DOCX)							
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.	720						
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. jw

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES. jw

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? jw

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? jw

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? jw

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? jw

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)? jw

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)? jw

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. jw

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. jw

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? jw

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? 720

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? 720

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? 720

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? 720

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? 720

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? 720

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? 720

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. 720

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. 720

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. 720

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. 720

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. 70

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: Fox Excavating, Inc.

DBA:

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
Gary A Martin	[REDACTED]	25	250	25	
Clemens H martin	[REDACTED]	25	250	25	
Steven J Martin	[REDACTED]	25	250	25	
Michael D Martin	[REDACTED]	25	250	25	



**Illinois Department
of Transportation**

Certificate of Eligibility

Fox Excavating, Inc.
1305 South River Street BATAVIA, IL 60510

Contractor No 566C

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

\$1,500,000.00

001	EARTHWORK	\$1,500,000
012	DRAINAGE	\$1,500,000
034	DEMOLITION	\$825,000
08A	AGGREGATE BASES & SURF. (A)	\$375,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 2/5/2019 TO 2/29/2020 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 2/5/2019.



Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: I-19-4453

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 21st, March 2019 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Fox Excavating, Inc.,

- * 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.~~

with principal office in the City of Batavia, 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 Supplemental Specifications and Recurring Special Provisions.
8. The IDOT Standard Specifications for Road and Bridge Construction.
9. The Bid.
10. The Instructions and Information to Bidders.
11. 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-19-4453

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this _____ day of _____, _____, 2019 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 _____

(* 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.

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9. The Bid.
10. The Instructions and Information to Bidders.
11. 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-19-4453

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 April 23, 2021, 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 April 23, 2023.

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.

CONTRACT NO: I-19-4453

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-19-4453

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-19-4453
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 CONTRACTOR at:

1305 S. River St.

Batavia, IL 60510

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]

3-21-19

President

Date

Gary Martin
Printed Name as Signed Above

ATTEST:

[Redacted Signature]

(Seal)

Secretary

MICHAEL MARTIN
Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

[Redacted Signature]

5/22/19

Elizabeth Gorman, Executive Director

Date

APPROVED:

[Redacted Signature]

5/20/19

Michael Colsch, Chief Financial Officer

Date

APPROVED:

[Redacted Signature]

5/15/19

Robert Lane, Acting General Counsel

Date

Approved as to Form and Constitutionality

[Redacted Signature]

5-14-19

Attorney General, State of Illinois

Date

CORPORATION SIGNATURE FORM

At a meeting on 5/1/2018, the Board of Directors
of Fox Excavating Inc. adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Gary Martin
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

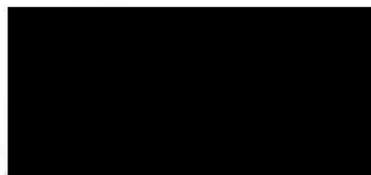
Fox Excavating Inc.
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. 1-19-4453”

I, MICHAEL MARTIN, Secretary of the aforesaid corporation,
do hereby certify that the foregoing is a true and correct copy of a Resolution
adopted as above set forth.

(Corporate Seal)

3/21/19
Date


Secretary

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required for this line; do not leave this line blank.
Fox Excavating, Inc.

2 Business name of the entity, name, if different from above:

3 Check appropriate box for federal tax classification: Individual sole proprietor or sole proprietor LLC Partnership Corporation Partnership Trust/estate

4 If structure (other than trust) is not the same as the federal tax classification, check the appropriate box:
 Limited liability company (LLC) Other (see instructions) S corporation S corporation (S-corp) Partnership Trust/estate

5 Address (street, street and P.O. box, rural route, etc.)
1305 S. River Street

6 City, state, and ZIP code
Batavia, IL 60510

7 Use account number(s) if applicable

8 Recipient's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a partnership, sole proprietor, or other non-individual, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 4.

Notes: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number
------------------------	--------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. 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, (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 not subject to backup withholding.

2. I am a U.S. citizen or other U.S. person (as defined below), and

3. The FATCA code(s) entered on this form is/are indicating that I am exempt from FATCA reporting is correct.

Sign Here [Signature] **Date** 4/22/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

1. Form 1099-INT (Interest Income or PFD)

2. Form 1099-DIV (Dividends, including those from stocks, mutual funds)

3. Form 1099-MSA (Medical Savings Account of Health Reformation Act)

4. Form 1099-SSA (Social Security)

5. Form 1099-NEC (Non-employee Compensation)

6. Form 1099-990 (Return of Organization Operating for Exempt Purposes Only)

7. Form 1099-888 (Stock or Mutual Fund Sale and Certain Other Transactions by Broker)

8. Form 1099-PR (Proceeds from Real Estate Sale)

9. Form 1099-K (Merchant Card and Third Party Network Transactions)

200 8 11401



Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999

In reply refer to: 0231170397
Oct 17, 2014 LTR 385C

FOX EXCAVATING INC
1305 S RIVER ST
BATAVIA IL 60510-9648 056

Taxpayer Identification Number: [REDACTED]

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of October 17th, 2014.

We accept your election to be treated as an S corporation with an accounting period of December 31st, beginning April 10th, 1992. Please keep this letter in your permanent records as proof of acceptance of your election.

Note: If we examine your return, we will verify that this election is appropriate for your situation.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

[REDACTED]
David Howell
1001479768
Customer Service Representative

P.003

OCT-18-2014 15:50



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 Fox Excavating, Inc.

Address 1305 S. River Street

City Batavia State IL Zip 60510

Contract Number I-19-4453

Estimated Contract Start Date 04/25/19

Estimated Contract End Date 04/23/21

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4453

PERFORMANCE BOND

Bond No. 9877129

KNOW ALL PERSONS BY THESE PRESENTS, That we, Fox Excavating Inc.
(Name of Principal)

- X 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 Ohio Farmers Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of Ohio 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 One Million One Hundred Three Thousand Two Hundred Seventy-One Dollars and Zero Cents (\$1,103,271.00), 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 I-19-4453, Building Removals, Village of Hinsdale and City of Elmhurst
(Insert Contract Number and Description)

Tri-State Tollway I-294, Mile Post 17.8 to Mile Post 40.0

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.

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 22nd day of March, 2019.

Surety Ohio Farmers Insurance Company

Principal Fox Excavating Inc.

Address One Park Circle

Address 1305 S. River Street

Westfield Center, OH 44251

Batavia, IL 60510

By

(Seal)

Attorney in Fact

Cathie M. Demitropoulos

By

(Signature)

(Seal)

Gary Martin, President

Agent for

Surety Esser Hayes Insurance Group

Attest

Corporate Secretary

Address 1811 High Grove Lane, Suite 139

Naperville, IL 60540

(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)**

General
Power
of Attorney

POWER NO. 1212962 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By [Redacted]
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of March A.D., 2019



[Redacted] h
Secretary
Frank A. Carrino, Secretary

STATE OF ILLINOIS
COUNTY OF DuPage

On this 22nd day of March, 2019 before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came

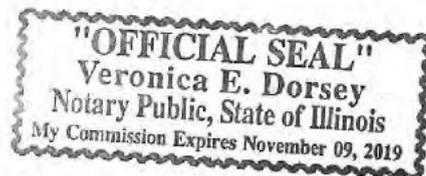
Cathie M. Demitropoulos being by me first duly sworn according to law, did depose and say that she resides in Winfield, Illinois; that she is an Attorney-in-Fact of

OHIO FARMERS INSURANCE COMPANY

Corporation described in and which executed the foregoing instrument that she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order; that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.



Notary Public, Veronica E. Dorsey



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4453

PAYMENT BOND

Bond No. 9877129

KNOW ALL PERSONS BY THESE PRESENTS, That we, Fox Excavating Inc.,
(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 Ohio Farmers Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of Ohio 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 One Million One Hundred Three Thousand Two Hundred Seventy-One Dollars and Zero Cents (\$1,103,271.00), 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 I-19-4453, Building Removals, Village of Hinsdale and City of Elmhurst
(Insert Contract Number and Description)

Tri-State Tollway I-294, Mile Post 17.8 to Mile Post 40.0

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 22nd day of March, 2019.

Surety Ohio Farmers Insurance Company

Principal Fox Excavating Inc.

Address One Park Circle

Address 1305 S. River Street

Westfield Center, OH 44251

Batavia, IL 60510

By

(Seal)

Attorney in Fact

Cathie M. Demitropoulos

By

(Signature)

(Seal)

Gary Martin, President

(Name & Title)

Agent for

Surety Esser Hayes Insurance Group

Attest

Corporate Secretary

Address 1811 High Grove Lane, Suite 139

Naperville, IL 60540

(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)**

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY



By **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of March A.D., 2019



Frank A. Carrino, Secretary

h
Secretary

STATE OF ILLINOIS
COUNTY OF DuPage

On this 22nd day of March, 2019 before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came

Cathie M. Demitropoulos being by me first duly sworn according to law, did depose and say that she resides in Winfield, Illinois; that she is an Attorney-in-Fact of

OHIO FARMERS INSURANCE COMPANY

Corporation described in and which executed the foregoing instrument that she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order; that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.


Notary Public, Veronica E. Dorsey





ADDITIONAL REMARKS SCHEDULE

AGENCY Esser Hayes Insurance		NAMED INSURED Fox Excavating Inc. 1305 S. River St. Batavia IL 60510-9648	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO) HNTB CORPORATION, PROJECT MANAGER, DESIGN SECTION ENGINEER, DESIGN CORRIDOR MANAGER, CONSTRUCTION MANAGER AND CONSTRUCTION CORRIDOR MANAGER INCLUDING, BUT NOT LIMITED TO: A. EPSTEIN AND SONS INTERNATIONAL, INC; JONES MOORE, AND ALL SUBCONSULTANTS, AECOM TECHNICAL SERVICES, INC. AND ALL SUBCONSULTANTS; GENERAL ENGINEERING CONSULTANT (GEC) WSP, INC; OMEGA AND ASSOCIATES (OR/CCM) AND ALL THEIR OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED WITH COVERAGE AT LEAST AS BROAD AS SET FORTH IN ATTACHED ENDORSEMENT PROVIDING COVERAGE FOR ENGINEERS, ARCHITECTS OR SURVEYORS.

THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE CITY/TOWN/VILLAGE WHERE PROPERTIES ARE LOCATED INCLUDING BUT NOT LIMITED TO THE VILLAGE OF HINSDALE AND THE CITY OF ELMHURST, THEIR AGENTS AND EMPLOYEES ARE NAMED AS PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED ON GENERAL LIABILITY WITH COVERAGE AS BROAD AS SET FORTH IN ATTACHED SCHEDULED ADDITIONAL INSURED ENDORSEMENT. THE ABOVE ENTITIES ARE ALSO ADDED AS PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED ON THE AUTO LIABILITY AND POLLUTION LIABILITY.

A WAIVER OF SUBROGATION ALSO APPLIES ON THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED. IN THE EVENT OF CANCELLATION, 30 DAYS NOTICE WILL BE GIVEN TO HOLDER.
ENDORSEMENT FORM(S) ATTACHED.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured Fox Excavating Inc			Endorsement Number
Policy Symbol CPW	Policy Number G46643057 003	Policy Period 05/19/2019 to 05/19/2020	Effective Date of Endorsement 05/19/2019
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

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:

THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO) HNTB CORPORATION, PROJECT MANAGER, DESIGN SECTION ENGINEER, DESIGN CORRIDOR MANAGER, CONSTRUCTION MANAGER AND CONSTRUCTION CORRIDOR MANAGER INCLUDING, BUT NOT LIMITED TO: A. EPSTEIN AND SONS INTERNATIONAL INC; JONES MOORE, AND ALL SUBCONSULTANTS, AECOM TECHNICAL SERVICES, INC. AND ALL SUBCONSULTANTS; GENERAL ENGINEERING CONSULTANT (GEC) WSP, INC; OMEGA AND ASSOCIATES (OR/CCM) AND ALL THEIR OFFICERS, AGENTS AND EMPLOYEES

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" or "personal and 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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" or "personal and advertising injury" arising out of the render-

ing 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.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF
SUBROGATION) NON-SCHEDULED**

CA CW MG0007 0417

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

AUTO DEALERS COVERAGE FORM

The **AUTO DEALERS COVERAGE FORM** is amended as follows:

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **SECTION IV – LOSS CONDITIONS, A. Loss Conditions** does not apply if subrogation is waived prior to the "accident" or "loss" under a written contract with that person or organization.

The **BUSINESS AUTO COVERAGE FORM** is modified as follows:

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **SECTION IV – BUSINESS AUTO CONDITIONS** does not apply if subrogation is waived prior to the "accident" or "loss" under a written contract with that person or organization.

All other terms and conditions remain unchanged.

**ADDITIONAL INSURED – AUTOMATIC STATUS
WHEN REQUIRED IN WRITTEN CONTRACT –
PRIMARY LIABILITY**

CA CW MG0015 0417

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

- A. **Who Is An Insured** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** of the **BUSINESS AUTO COVERAGE FORM** and **SECTION I – COVERED AUTOS COVERAGE, D. Covered Autos Liability Coverage** of the **AUTO DEALERS COVERAGE FORM** is amended to include any person or organization you are required to add as an additional insured on this policy under a written contract or agreement currently in effect or becoming effective during the term of this policy, provided that a certificate of insurance showing that person or organization as an additional insured has been issued.
- B. The insurance provided by this endorsement applies only with respect to liability arising out of operations performed for the additional insured by you.
However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which is required by a contract or agreement you have entered into with the additional insured.
- C. The coverage provided by this endorsement will be primary and noncontributory with respect to any other primary coverage available to the additional insured provided that:
1. The additional insured is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not see contribution from any other primary insurance available to the additional insured.
- D. The Limits Of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this coverage form, whichever is less. These Limits Of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>THE ILLINOIS DEPARTMENT OF TRANSPORTATION VILLAGE OF HINSDALE CITY OF ELMHURST THEIR AGENTS AND EMPLOYEES</p>
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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 person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such

additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NOTICE OF CANCELLATION ENDORSEMENT

CG CW MG0033 0817

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCT/COMPLETED OPERATIONS COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE COVERAGE PART
- UNDERGROUND STORAGE TANK COVERAGE PART

SCHEDULE

Person or Organization (Name and Address)	Advance Notice Number of Days
ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE, DOWNERS GROVE, IL 60515	30

If we cancel this policy, for any reason other than nonpayment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the schedule above.

If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

**MICHOICE CONTRACTOR
GENERAL LIABILITY PROTECTOR - ILLINOIS**

CG IL CT0002 0717

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions, including exclusions and limitations, applicable to the Commercial General Liability Coverage Form, except as provided below. The deductible shown on the Declarations Page applies unless otherwise shown in this endorsement.

Coverage Summary
The following coverages are provided by this endorsement. Please refer to the full terms and conditions within this endorsement.
Care, Custody or Control
Pollution Liability Coverage – Limited Exception for a Short-Term Event
Amendment – Construction Project(s) General Aggregate Limit
Contractors Professional Liability
Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement with You
Additional Insured – Automatic Status by State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorization
Additional Insured – Automatic Status by Contract or Agreement – Ongoing Operations Only
Additional Insured – Managers or Lessors of Premises
Additional Insured – automatic status by Contract or Agreement – Completed Operations
Primary and Noncontributory
Waiver of Transfer of Rights of Recovery Against Others to Us - Blanket

Schedule

Coverage	Limit of Insurance	Deductible
Care, Custody or Control	\$50,000 Each Occurrence	\$500 Each Occurrence
Pollution Liability Coverage – Limited Exception for a Short-Term Event	\$100,000 Each Occurrence	
Contractors Professional Liability	\$50,000 Each Occurrence	

For the purposes of this endorsement, the following modifications are made to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

A. Care, Custody or Control

1. With respects to operations covered under this policy and the Limit of Insurance shown in the Schedule above, the insurance applies to "property damage" to property of others while in your care, custody or control or other property for which, for any purpose, you are exercising physical control, if damage arises out of the installation, repair, alteration or other operations incidental to your business.

2. Exclusions

For the purposes of this endorsement, **2. Exclusions j. Damage To Property** is deleted and replace with the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), and (3) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you. Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" included in the "products completed operations hazard".

This insurance does not apply to Injury to or destruction of property;

- (1) Held by you for servicing, repair, storage or sale at premises or the ways adjacent, which you own, rent or occupy.
- (2) While transported by or caused by, including "loading or unloading", any aircraft, "auto", "mobile equipment" or watercraft owned or operated by or rented or loaned to any insured.

3. Limits of Insurance

The most we will pay for loss or damage is the Limit of Insurance shown in the Schedule above for each "occurrence".

4. Deductible

We will not pay for loss or damage in any one "occurrence" until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible amount shown in the Schedule above. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

B. Pollution Liability Coverage – Limited Exception to the Pollution Exclusion for a Short-term Event

1. Exclusions

For the purposes of this endorsement:

- a. Item **2. Exclusions f. Pollution** is deleted and replaced by the following:

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, an insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respects to your ongoing operations performed for that additional insured at the premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured.
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire";
 - (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible.
 - (d) At or from any premises, site or location on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provide you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxifying or neutralizing, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitor, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way respond to, or assess the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

b. Supplementary Payments - Pollution Liability Coverage – Limited Exception to the Pollution Exclusion for a Short-term Event only

We will pay, with respects to any claim we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.
- (2) 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 \$250 a day because of time off from work.
- (3) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- (4) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (5) All interest on the full amount of any judgement that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

c. Limits of Insurance

The most we will pay for damages for any one claim under this coverage is the Limit of Insurance shown in the Schedule above for each "occurrence".

Our right and duty to defend end when we have used up the Limit of Insurance for this coverage in payment of judgments or settlements incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

d. For the purposes of this endorsement, the following are added to SECTION V - DEFINITIONS:

- (1) "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
 - (a) Begins during the policy period;
 - (b) Begins at an identified time and place;
 - (c) Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";

- (d) Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
- (e) Does not originate from an "underground storage tank"; and
- (f) Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes for the same "pollutant" from essentially the same source, considered together, must satisfy Provisions (a) through (f) of this definition to be considered a "short-term pollution event".

- (2) "Underground storage tank" means any storage tank, including an attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

C. Amendment – Construction Project(s) General Aggregate Limit

For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **COVERAGE C – MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **COVERAGE C – MEDICAL PAYMENTS** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the Construction Project General Aggregate Limit.

D. Contractors Professional Liability Coverage

CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY

1. Coverage

We will pay those sums that the insured becomes legally obligated to pay as damages for faulty design including consequential loss. The damage must have resulted from the insured's negligent act, error or omission while acting as a contractor:

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury".

- b. Liability arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
 - (1) In the preparation of estimates or job costs;
 - (2) Where cost estimates are exceeded
 - (3) In the preparation of estimates of profit or return on capital;
 - (4) In advising or failure to advise on financing of the work or projects; or
 - (5) In advising or failure to advise on any legal work, title checks, form of insurance, or suretyship.

3. Limits of Insurance

The most we will pay for damages and "claim expenses" for any one claim under this coverage is the Limit of Insurance shown in the Schedule above for each "occurrence".

"Claim expenses" shall be part of and not in addition to the Limit of Insurance shown in the Schedule above.

Our right and duty to defend end when we have used up the Limit of Insurance for this coverage in payment of judgments or settlements incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

4. Definitions

"Claim expenses" means:

- a. The reasonable and necessary fees charged by any lawyer designated by us or by the insured in defending the insured; and
- b. All other reasonable and necessary fees, costs and expenses incurred on behalf of the insured by us or by the insured in the investigation, adjustment, defense and appeal of any claim.

For the purposes of this endorsement, the following modifications are made to **SECTION II – WHO IS AN INSURED** and **SECTION III – LIMITS OF INSURANCE**:

A. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required In Lease Agreement With You

- 1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

B. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision, subject to the following provisions:
 - a. This insurance applies only with respects to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:
 - (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. Additional Insured – Automatic Status by Contract or Agreement – Ongoing Operations only

1. **SECTION II – WHO IS AN INSURED** is amend to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured. However, the insurance afforded to such additional insured:

 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or of the failure to render any professional architectural, engineering or surveying services.

- b. "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 location 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 organizations other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Manager or Lessors of Premises

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required to provide for such additional insured.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Automatic Status by Contract or Agreement – Completed Operations

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or agreement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insured, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

For the purposes of this endorsement, the following modifications are made to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

A. Primary and Noncontributory – Other Insurance Condition

The following is added to Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. Waiver of Transfer of Rights of Recovery Against Others to Us

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization requiring such waiver and included in the "products-completed operations hazard".

Our rights may only be waived prior to a loss. The insured must do nothing after a loss to impair our rights of recovery against others.

All other terms and conditions remain unchanged.

Named Insured Fox Excavating Inc			Endorsement Number
Policy Symbol CPW	Policy Number G46643057 003	Policy Period 05/19/2019 to 05/19/2020	Effective Date of Endorsement 05/19/2019
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(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.

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 anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/31/2019

Policy No. WCV6185891

Endorsement No.

Insured Fox Excavating Inc

Premium \$

Insurance Company

Countersigned by _____

Accident Fund Insurance Company of America

1811 High Grove, Suite 139
Naperville, IL 60540-9100
Phone: (630) 355-2077
Fax: (630) 355-7996
www.esserhayes.com



ESSER | HAYES
INSURANCE GROUP

May 7, 2019

Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515

RE: Fox Excavating Inc.
Contract I-19-4453

To Whom in May Concern:

This letter is to serve as Certification of Coverage for Fox Excavating Inc.

- All provisions of the accepted Certificates of Insurance and policy binders have been obtained and
- All endorsements indicated have been secured from the insurance carrier.

Esser Hayes Insurance Group Inc. is a broker for the insurance carriers noted on the Certificate of Insurance.

If you should have any questions, please contact our office.

Sincerely,


Lynn P. Bergan
Vice President-Partner
Esser Hayes Insurance Group Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2019

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 HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515		CONTACT NAME PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): 630-468-5696 E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
INSURED Hollan Asbestos Removal & Encapsulation Corp. 7504 Meyer Road Spring Grove IL 60081		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nautilus Insurance Company NAIC # 17370	
		INSURER B: Great Divide Insurance Company 25224	
		INSURER C: Berkley National Insurance Company 38911	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 648293218** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ECP2028181-10	2/1/2019	2/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BAP2028183-10	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FFX2028182-10	2/1/2019	2/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 *FOLLOWS FORM \$
B	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 N	WCA2028184-10	2/1/2019	2/1/2020	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional/Pollution Liability Leased & Rented Equipment		ECP2028181-10 1025564	2/1/2019 2/1/2019	2/1/2020 2/1/2020	Prof Limit: \$2,000,000 Poll Limit: \$2,000,000 L&R Limit/Deductible: \$250,000/\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract I-19-4453, and Pay Item - JT154002 Disposal of Unidentified Hazardous Waste

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability, Auto Liability & Pollution Liability with respect to operations performed by the Named Insured in connection with this project:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY TOGETHER WITH ITS OFFICIALS, DIRECTORS AND EMPLOYEES.

THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO) HNTB CORPORATION, PROJECT MANAGER, DESIGN SECTION
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Illinois State Tollway Highway Authority
2700 Ogden Avenue
Downers Grove IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED Hollan Asbestos Removal & Encapsulation Corp. 7504 Meyer Road Spring Grove IL 60081	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ENGINEER, DESIGN CORRIDOR MANAGER, CONSTRUCTION MANAGER AND CONSTRUCTION CORRIDOR MANAGER INCLUDING, BUT NOT LIMITED TO: A. EPSTEIN AND SONS INTERNATIONAL, INC; JONES MOORE, AND ALL SUBCONSULTANTS, AECOM TECHNICAL SERVICES, INC. AND ALL SUBCONSULTANTS; GENERAL ENGINEERING CONSULTANT (GEC) WSP, INC; OMEGA AND ASSOCIATES (OR/CCM) AND ALL THEIR OFFICERS, AGENTS, AND EMPLOYEES.

THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE CITY/TOWN/VILLAGE WHERE PROPERTIES ARE LOCATED INCLUDING BUT NOT LIMITED TO THE VILLAGE OF HINSDALE AND THE CITY OF ELMHURST, THEIR AGENTS AND EMPLOYEES.

Fox Excavating Inc.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES PARTS A AND B - GENERAL LIABILITY
- COVERAGE D - CONTRACTORS POLLUTION LIABILITY

SECTION III - WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of your work which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or suits resulting from:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or suits arising out of pollution conditions that are the result of:
 - a. Your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. Your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.