RESOLUTION NO. 22017

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4712 for Advanced Earthwork, Drainage Construction and Railroad Spur Grading on the Elgin O'Hare Western Access Tollway (I-490), Mile Post 0.10 (Tri-State Tollway I-294) to Mile Post 0.35 (Green Street). The lowest responsive and responsible bidder on Contract No. I-19-4712 is Walsh Construction Company II, LLC in the amount of $7,869,696.44.

Resolution

Contract No. I-19-4712 is awarded to Walsh Construction Company II, LLC in the amount of $7,869,696.44, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _ [redacted]

Chairman

RETURN WITH BID

CONTRACT I-19-4712

WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE
CONSTRUCTION & RAILROAD SPUR GRADING

TRI-STATE TOLLWAY (I-294) TO GREEN STREET
M.P. 00.10 TO M.P. 00.35
STA 1005+00.00 TO STA 1017+50.00

Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

ADDENDUM NO. 5
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4712
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: 4/2/2020

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **April 9, 2020**.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. **The Bid opening date has been revised.** Replace A-1 with the attached page A-1R. Replace P-1 with attached page P-1R.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1 Contract Requirements, Volume I, Advertisement, replace page A-1 with page A-1R (attached), and Contract Requirements, Volume I, Proposal, replace page P-1 with page P-1R (attached). These replacements contain the following revisions:

1.1. Revised A-1 bid opening date from April 2, 2020 to April 9, 2020.

1.2. Revised P-1 bid opening date from April 2, 2020 to April 9, 2020.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-19-4712

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, April 9, 2020, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for March 6, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2 PM.

The work to be done under this contract shall be started on or about July 13, 2020. All work under this Contract shall be completed by June 1, 2021.The location of work to be performed is on the Western Access Tollway (I-490) between Mile Post 00.10 and Mile Post 00.35 in Cook County, Illinois; and Green Street between County Line Road and Western Access Tollway (I-490) in Cook and DuPage Counties, Illinois. (Cook/DuPage). The work under this contract shall consist of: Union Pacific Railroad (UPRR) Utility Crossings; Canadian Pacific Railway (CPR) Industry Track Relocation; Grading and drainage for Green Street Properties (north of Franklin Avenue, west of UPRR); Grading for I-490; Maintenance of traffic operations for local roads; Erosion control measures and fencing for all properties included in the Contract; and Protection of existing utilities within the construction zones.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).
IDOT Prequalification required: Yes If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

Joint Ventures shall be limited to no more than three individually IDOT-pre-qualified members.

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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 jkim@getipass.com, to be received no later than 2:00 p.m. local time on March 13, 2020.

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

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

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

DATE: February 27, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-19-4712

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, April 9, 2020 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Advance Earthwork, drainage, construction and railroad spur grading.

The services will be performed within the: Western Access Tollway (I-490) from the Tri-State Tollway (I-294) to Green Street mile post 00.10 to mile post 00.35 in Cook and DuPage Counties, Illinois.

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

The undersigned hereby tenders this bid to construct and complete said Work in accordance with the Plans, IDOT Standard Specifications, Tollway Supplemental Specifications 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. _____ Date_____

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 Tollway or its authorized representatives, for the lump sums and unit prices quoted in the following Schedule of Prices:

ADDENDUM NO. 4
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4712
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: 3/31/2020

For which proposals will be received by the Illinois State Toll Highway Authority via The State of Illinois eProcurement System, Bid Buy,until 10:30:00 A.M. local time, **April 9, 2020**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Bid by the Bidder. The Bidder's attention is called to pages P-12RR and P-13RR which have been revised and included as part of the Schedule of Prices.

2. Revised Contract Drawings 6 and 7 will be issued to the successful Bidder. The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE SCHEDULE OF PRICES

SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES						
SP. PROV. *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	JT154051	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL	Unit	25,000	+175,000	200,000

* Denotes Special Provision

Change #1 Contract Requirements, Volume I, page P-12R replaced with page P-12RR. This replacement contains the following revision (attached):

1.1. Revised the quantity for JT154051.

Change #2 Contract Requirements, Volume I, page P-13R replaced with page P-13RR. This replacement contains the following revisions (attached):

3.1 Revised quantity for Total Amount of Contingency Work + Contractor's Quality Program (CQP).

3.2 Added a line for ECP BID CREDIT.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
& RAILROAD SPUR GRADING
TRI-STATE TOLLWAY (I-294) TO GREEN STREET
MILEPOST 00.10 TO MILEPOST 00.35
STA 1005+00.00 TO STA 1017+50.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	440		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	144		
*	20100500	TREE REMOVAL, ACRES	ACRE	0.50		
*	20200100	EARTH EXCAVATION	CU YD	150,560		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	985		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	2,945		
	25100630	EROSION CONTROL BLANKET	SQ YD	139,220		
	25100635	HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	18,691		
	44000100	PAVEMENT REMOVAL	SQ YD	18		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	16		
	44000600	SIDEWALK REMOVAL	SQ FT	94		
	54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	4		
	54248510	CONCRETE COLLAR	CU YD	2		
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	251		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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WESTERN ACCESS TOLLWAY (I-490)
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	1,346		
	550A0510	STORM SEWERS, CLASS A, TYPE 2 66"	FOOT	792		
	55100500	STORM SEWER REMOVAL 12"	FOOT	129		
	55100700	STORM SEWER REMOVAL 15"	FOOT	147		
	55101200	STORM SEWER REMOVAL 24"	FOOT	289		
	55101600	STORM SEWER REMOVAL 36"	FOOT	539		
	55101900	STORM SEWER REMOVAL 48"	FOOT	406		
	55102100	STORM SEWER REMOVAL 60"	FOOT	28		
	55102200	STORM SEWER REMOVAL 66"	FOOT	38		
	56100900	WATER MAIN 12"	FOOT	265		
	56105200	WATER VALVES 12"	EACH	3		
	56400600	FIRE HYDRANTS	EACH	1		
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	9		
	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
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TRI-STATE TOLLWAY (I-294) TO GREEN STREET
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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	60223810	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1		
	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2		
	60224469	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
	60500040	REMOVING MANHOLES	EACH	3		
	60500050	REMOVING CATCH BASINS	EACH	8		
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	42		
	61000050	CONCRETE THRUST BLOCKS	EACH	1		
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	49		
*	66901006	REGULATED SUBSTANCES MONITORING	CAL DA	115		
*	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1		
*	X0322918	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	EACH	4		
*	X0325003	REMOVE EXISTING VALVE AND VAULT	EACH	2		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0326713	SANITARY SEWER CONNECTION	EACH	2		
*	X0327078	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	EACH	1		
*	X0327369	SANITARY SEWER, DUCTILE IRON, 10"	FOOT	25		
*	X0327651	WATER MAIN IN CASING, 12"	FOOT	50		
*	X0487700	SANITARY SEWER REMOVAL 10"	FOOT	115		
*	X1200033	SANITARY SEWER IN CASING PIPE, 10"	FOOT	51		
*	X1200098	SMOOTH STEEL PIPE CULVERTS, 24"	FOOT	26		
*	X5420672	PIPE CULVERTS TO BE CLEANED 72"	FOOT	229		
*	X5509900	ABANDON AND FILL EXISTING STORM SEWER	FOOT	289		
*	X5538800	STORM SEWERS TO BE CLEANED 48"	FOOT	56		
*	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	3		
*	X6022110	MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
*	X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2		
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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*	Z0057000	SANITARY SEWER 10"	FOOT	27		
*	Z0067600	STEEL CASINGS 18"	FOOT	51		
*	Z0067900	STEEL CASINGS 24"	FOOT	50		
*	Z0068300	STEEL CASINGS 36"	FOOT	53		
*	Z0068426	STEEL CASINGS 66"	FOOT	70		
*	Z0069800	SUB-BALLAST	TON	1,971		
*	JA000270	STEEL CASING PIPE, 60"	FOOT	97		
*	JA000295	STEEL CASING PIPE, BORE AND JACK, 60"	FOOT	205		
*	JA000410	REMOVAL OF EXISTING WATER MAIN, 12"	FOOT	271		
*	JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	960		
*	JI211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	5,230		
*	JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100		
*	JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100		
*	JI602791	JUNCTION CHAMBER, LOCATION 1	EACH	1		
*	JI602792	JUNCTION CHAMBER, LOCATION 2	EACH	1		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
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TRI-STATE TOLLWAY (I-294) TO GREEN STREET
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	9,171		
*	JI664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	18		
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	13		
*	JI664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	3		
*	JI664400	RIGHT OF WAY FENCE REMOVAL	FOOT	2,137		
*	JI999706	STEEL CASING PIPE, BORED AND JACKED, 24"	FOOT	42		
**	JS107360	DUST CONTROL WATERING	UNIT	5,571		
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	1,221		
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	25		
**	JS280051	RE-ERECT SILT FENCE	FOOT	3,091		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,000		
**	JS280100	SUPER SILT FENCE	FOOT	12,363		
**	JS280140	TEMPORARY RIPRAP	TON	243		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	4		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	4		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	1		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,229		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	12		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	51,374		
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	1.00		
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	31.75		
*	JT545036	STEEL CASING PIPE, BORE AND JACK, 36"	FOOT	58		
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1		
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1		
*	JT900518	EMBANKMENT MODIFICATION	SQ YD	19,981		
*	JT901101	DEWATERING	CAL MO	7		
					TOTAL AMOUNT OF CORE WORK	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	25,000	$1.00	$25,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	25,000	$1.00	$25,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	$1.00	$20,000.00
*	JT154051	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL	UNIT	200,000	$1.00	$200,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	$1.00	$25,000.00
*	JT154103	ALLOWANCE FOR RAILROAD FLAGGING AND SERVICES	UNIT	700,000	$1.00	$700,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	$171,000.00	$171,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (2) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	VEH/DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (2) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01(b)(5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(7,500.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOUR		15.00	
INCENTIVES						
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						1,166,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

S.P. COLUMN LEGEND

*	INDICATES SPECIAL PROVISION
**	INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
***	INDICATES IDOT RECURRING SPECIAL PROVISION
BDE	INDICATES IDOT BDE SPECIAL PROVISION
GBSP	INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISION
D1	INDICATES IDOT DISTRICT 1 SPECIAL PROVISION

Note 1: The deduction will be according to Article 280.02(2)(1) Table A. The Contractor should leave the unit price value blank.

ADDENDUM NO. 3
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4712
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: 3/26/2020

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **April 3, 2020**.

ANNOUNCEMENT

Due to safety concerns regarding the Coronavirus Disease 2019 (COVID-19), the Illinois Tollway's Bid Opening for Contract I-19-4712 will be **CLOSED TO THE PUBLIC** but will be available for viewing online on Friday, April 3, 2020 at 10:30 a.m. via the link we have provided below. The Illinois Tollway's offices at 2700 Ogden, Downers Grove, IL will be open for bids to be dropped off beginning at 10 a.m. until 10:30 a.m. on the bid due date of Friday, April 3, 2020. Bid packages will only be accepted in the **MAIN LOBBY (EAST ENTRANCE)**.

https://www.illinoistollway.com/doing-business/construction-engineering/bids-bulletins-awards [illinoistollway.com]

NOTICE OF REVISION TO CONTRACT

NOTES:

1. **The Bid opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30:00 a.m., local time, **April 3, 2020**, at which the Proposals will be opened, and the bids read aloud. Replace A-1 with the attached page A-1R. Replace P-1 with attached page P-1R.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1 Contract Requirements, Volume I, Advertisement, replace page A-1 with page A-1R (attached), and Contract Requirements, Volume I, Proposal, replace page P-1 with page P-1R (attached). These replacements contain the following revisions:

1.1. Revised A-1 bid opening date from April 2, 2020 to April 3, 2020.

1.2. Revised P-1 bid opening date from April 2, 2020 to April 3, 2020.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-19-4712

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, April 3, 2020, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for March 6, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2 PM.

The work to be done under this contract shall be started on or about July 13, 2020. All work under this Contract shall be completed by June 1, 2021.The location of work to be performed is on the Western Access Tollway (I-490) between Mile Post 00.10 and Mile Post 00.35 in Cook County, Illinois; and Green Street between County Line Road and Western Access Tollway (I-490) in Cook and DuPage Counties, Illinois. (Cook/DuPage). The work under this contract shall consist of: Union Pacific Railroad (UPRR) Utility Crossings; Canadian Pacific Railway (CPR) Industry Track Relocation; Grading and drainage for Green Street Properties (north of Franklin Avenue, west of UPRR); Grading for I-490; Maintenance of traffic operations for local roads; Erosion control measures and fencing for all properties included in the Contract; and Protection of existing utilities within the construction zones.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).
IDOT Prequalification required: Yes If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

Joint Ventures shall be limited to no more than three individually IDOT-pre-qualified members.

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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 jkim@getipass.com, to be received no later than 2:00 p.m. local time on March 13, 2020.

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

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

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

DATE: February 27, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-19-4712

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, April 3, 2020 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Advance Earthwork, drainage, construction and railroad spur grading.

The services will be performed within the: Western Access Tollway (I-490) from the Tri-State Tollway (I-294) to Green Street mile post 00.10 to mile post 00.35 in Cook and DuPage Counties, Illinois.

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

The undersigned hereby tenders this bid to construct and complete said Work in accordance with the Plans, IDOT Standard Specifications, Tollway Supplemental Specifications 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. _____ Date_____

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 Tollway or its authorized representatives, for the lump sums and unit prices quoted in the following Schedule of Prices:

ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4712
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: 3/25/2020

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **April 2, 2020**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The following revised Special Provision pages are included in the Contract with this Addendum: iRR and J-60RR.

2. The following new Contract Drawing is included in this Addendum:

   Volume 1 – Drawing 28F.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #1 Contract Requirements, Volume II, replaced Page iR, with Page iRR (attached).
This replacement contains the following revision:
1.1. Revised Table of Contents sheets to reflect special provision Change #2.

Change #2 Contract Requirements, Volume II, replaced Page J-60R with page J-60RR (attached).
This replacement contains the following revisions:
2.1. Added Parcel WA-1D-12-039 with Projected Acquisition Date of March 31, 2020.

CHANGES TO THE CONTRACT DRAWINGS

Change #3 Contract Plans, Volume 1, New Drawing 28F.
This new drawing contains the following revision (attached):
3.1. Plat of Highways WA-1D-12-039 added west of the Union Pacific Railroad (UPRR).

END OF ADDENDUM CHANGES

VOLUME II

TABLE OF CONTENTS

SPECIAL PROVISION

S.P. No.	Description	Page. No.
S.P. 101	LOCATION AND SCOPE OF WORK	J-1
S.P. 102	CONTRACT I-19-4712 INDEX OF DRAWINGS	J-2
S.P. 103	CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES	J-4
S.P. 104	NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK	J-4
S.P. 105	LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)	J-4
S.P. 106	COOPERATION WITH UTILITIES AND OTHERS	J-5
S.P. 107	INSURANCE	J-23
S.P. 108	INDEMNIFICATION	J-26
S.P. 109	WORKING HOURS AND PROSECUTION OF THE WORK	J-26
S.P. 110	LIST OF INCIDENTALS TO THE PAY ITEMS	J-27
S.P. 111	EROSION AND SEDIMENT CONTROL	J-29
S.P. 112	QUALIFIED PRODUCTS	J-56
S.P. 113	RESERVED	J-56
S.P. 114	DELIVERY OF SALVAGEABLE MATERIAL TO THE ILLINOIS TOLLWAY	J-56
S.P. 115	ILLINOIS TOLLWAY OPERATIONAL FACILITIES	J-56
S.P. 116	APPROVING A PART OR PORTION OF THE WORK FOR BENEFICIAL USE	J-59
S.P. 117	RESERVED	J-59
S.P. 118	RIGHT-OF-WAY	J-60RR
S.P. 119	AVAILABLE GEOTECHNICAL INFORMATION	J-60
S.P. 120	AVAILABLE REPORTS	J-60
S.P. 121	ELECTRONIC DATA FILES AVAILABLE	J-61R
S.P. 122	COMMITMENTS	J-61
CONTROL OF MATERIALS		J-62
TREE REMOVAL (ILLINOIS TOLLWAY)		J-63
EARTH AND ROCK EXCAVATION (ILLINOIS TOLLWAY)		J-64
DISPOSAL OF REGULATED SUBSTANCES AND UNCONTAMINATED SOIL		J-66
EMBANKMENT (ILLINOIS TOLLWAY)		J-74
PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE		J-78
PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER		J-79

S.P. 118 RIGHT-OF-WAY

Proposed right-of-way and easements for the performance of the Work may not be available at the time of the bid opening or when Notice to Proceed is issued. The Contractor shall verify the status of right-of-way parcels to be acquired prior to the preparation of the Baseline Schedule. The Baseline Schedule should reflect construction sequencing necessary to work only within acquired right-of-way parcels, and the Contractor shall take all appropriate measures to ensure that construction operations do not encroach on parcels not acquired. The Contractor shall be required to adjust the work schedule as needed to coincide with parcel acquisition from time to time to work only within available right-of-way, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

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.

Parcel ID #	Projected Acquisition Date	Actual Acquisition Date
WA-1D-12-001	October 1, 2020	
WA-1D-12-009	August 13, 2020	
WA-1D-12-004	August 13, 2020	
WA-1D-12-113	January 4, 2021	
WA-1D-12-074	January 4, 2021	
WA-1D-12-039	March 31, 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

The following is a listing of the structure geotech report prepared by Jacobs that is available for review at the Illinois Tollway On-Line Plan Room.

- Green Street Parcel Geotech Conditions Summary

S.P. 120 AVAILABLE REPORTS

The following is a listing of the additional available report prepared by CH2M that is available for review at the Illinois Tollway On-Line Plan Room.

- Final Phase II Subsurface Investigation Report: Green Street Parcels

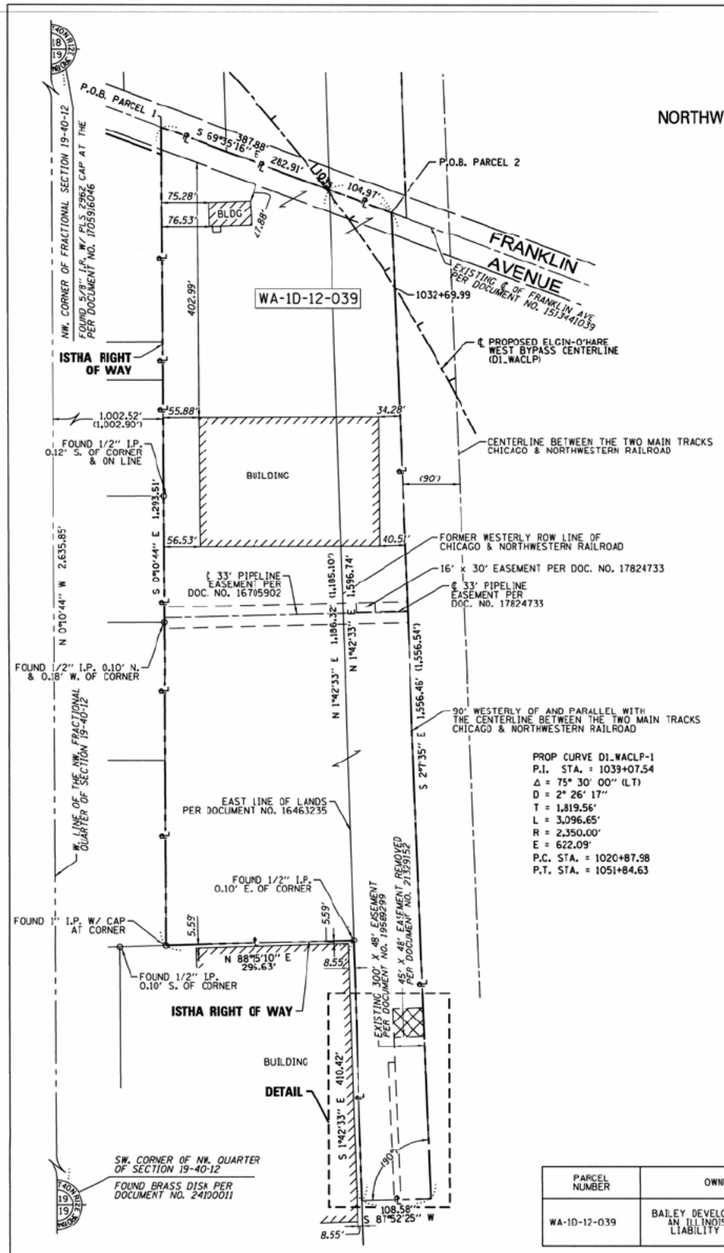
PARCEL PLAT

EOWA – ELGIN O'HARE WESTERN ACCESS

NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TWP. 40 NORTH, RANGE 12 EAST, 3RD P.M.

COOK COUNTY, ILLINOIS

PINs 12-19-100-031; 12-19-100-043



PARCEL 1:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

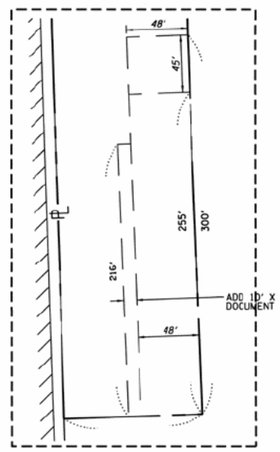
BEGINNING AT A POINT IN THE CENTER LINE OF FRANKLIN AVENUE, 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID SECTION, THENCE SOUTH ON A LINE 1002.90 FEET EAST OF AND PARALLEL WITH SAID SECTION LINE, TO A POINT ON A LINE, SAID LINE BEING DRAWN FROM A POINT THAT IS 1496.53 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE, AS MEASURED ON A LINE WHICH IS 500.0 FEET EAST (MEASURED AT RIGHT ANGLES) OF THE WEST LINE OF SAID SECTION, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; SAID POINT BEING 1185.10 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE, 297.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH ALONG THE SAID WESTERLY RIGHT OF WAY LINE, 1185.10 FEET TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE SAID CENTER LINE OF FRANKLIN AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF FRANKLIN AVENUE DISTANT 90 FEET WESTERLY, MEASURED PERPENDICULARLY FROM THE CENTER LINE BETWEEN THE 2 MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, THENCE SOUTHERLY PARALLEL TO SAID CENTER LINE BETWEEN THE MAIN TRACKS A DISTANCE OF 1556.54 FEET; THENCE WESTERLY AT RIGHT ANGLES TO A POINT IN A SOUTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GRABER-ESPOSITO CORPORATION BY WARRANTY DEED DATED DECEMBER 6, 1955 AND RECORDED JANUARY 9, 1956 IN BOOK 53074 PAGES 338 AND 339, AS DOCUMENT NUMBER 16463235 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS, SAID EAST LINE AND ITS SOUTHERLY EXTENSION ALSO BEING THE WESTERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, THENCE NORTHERLY ALONE SAID EAST LINE AND ITS SOUTHERLY EXTENSION TO SAID CENTER LINE OF FRANKLIN AVENUE, THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF FRANKLIN AVENUE, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING PREMISES IN QUESTION, WITH THE RIGHT TO MINE AND REMOVE THE SAME, ALL IN COOK COUNTY, ILLINOIS. ALL SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PROP CURVE D1_WACLP-1
P.I. STA. = 1039+07.54
Δ = 75° 30' 00" (LT)
D = 2° 26' 17"
T = 1,819.56'
L = 3,096.65'
R = 2,350.00'
E = 622.09'
P.C. STA. = 1020+87.98
P.T. STA. = 1051+84.63



DETAIL

PARCEL NUMBER	OWNER	TOTAL HOLDING		PART TAKEN		REMAINDER		PREVIOUSLY DEDICATED ACRES	EASEMENT		ACQUISITION PURPOSE	PERMANENT TAX INDEX NUMBER
		ACRES	SQUARE FT.	ACRES	SQUARE FT.	ACRES	SQUARE FT.		ACRES	SQUARE FT.		
WA-1D-12-039	BAILEY DEVELOPMENT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	11.693 ±	509,365 ±	11.693 ±	509,365 ±	0.000 ±	0 ±				ROADWAY	12-19-100-031 12-19-100-043

LEGEND

SECTION CORNER

QUARTER SECTION CORNER

CENTER OF SECTION

EXISTING CENTERLINE
EXISTING PUBLIC RIGHT OF WAY LINE
PREVIOUS RIGHT OF WAY LINE
EXISTING ISTHA PERMANENT EASEMENT LINE
PROPOSED CENTERLINE
PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
PROPOSED RIGHT OF WAY LINE
PROPOSED ISTHA TEMPORARY EASEMENT LINE
PROPOSED ISTHA PERMANENT EASEMENT LINE
SECTION LINE
QUARTER SECTION LINE
QUARTER QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
FENCE LINE
MEASURED DIMENSION
CALCULATED DIMENSION
RECORD DATA
FOUND IRON PIPE (IP) OR IRON ROD (IR)
SET 5/8 INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
FOUND PERMANENT SURVEY MARKER
FOUND CONCRETE RIGHT-OF-WAY MARKER
CUT CROSS FOUND OR SET

SAME OWNERSHIP

EXISTING ISTHA PARCEL NUMBER

PROPOSED ISTHA PARCEL NUMBER

BUILDING

TOPO LEGEND

- TRAFFIC SIGNAL
- POWER POLE
- LIGHT POLE
- HANDHOLE
- HANDHOLE (DOUBLE)
- SINGLE POST SIGN
- CONTROLLER BOX
- FIRE HYDRANT
- MANHOLE
- CATCH BASIN
- INLET
- FLARED END SECTION
- DECIDUOUS TREE
- EVERGREEN TREE
- BUSH
- GUY WIRE ANCHOR
- GUARD POST

1" = 100'
0 50 100 150 200

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, COVENTINE FIDIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON 10/12/2018.

DATED AT CHICAGO, ILLINOIS THIS 12TH DAY OF DECEMBER, 2018.

[redacted]

COVENTINE FIDIS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2159
LICENSE EXPIRATION DATE: 11/30/2020

STATE OF ILLINOIS · COVENTINE FIDIS · 35-2159 · CHICAGO, ILL. · PROFESSIONAL LAND SURVEYOR

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2007 (CORS).
ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND".

COMBINED SCALE FACTOR
(GRID SCALE FACTOR X ELEV. FACTOR) = 0.999953640

NEW SHEET

CAD DRAFTING BY:	BRANNDON ELSBREE
CALCULATIONS BY:	ROB BACHARA
CHECKED BY:	BRANNDON ELSBREE
APPROVED BY:	COVENTINE FIDIS

AMERICAN SURVEYING & ENGINEERING, P.C.
SURVEYORS•ENGINEERS
GEODESISTS•MAPPING SCIENTISTS

Chicago: 159 N. Wacker Dr. Suite 2650, Chicago, IL 60606 312-277-2000 / Fax 312-277-2002
Dixon: 841 N. Galena Avenue, Dixon, IL 61021 815-288-6231 / Fax 815-288-6277
Aurora: 888 S. Edgelawn Dr. Suite 1759, Aurora, IL 60506 630-897-4105/ Fax 630-897-4121
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-003192

Illinois Tollway

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
1	12/12/2018	REVISED PER COMMENTS
2	3/4/2019	ADD UTILITY EASEMENTS
3	7/02/2019	ADD BUILDING & REVISED PE

EOWA – EOH WESTERN ACCESS
STA. 1020+10.33 TO STA. 1037+09.30
COOK COUNTY, ILLINOIS
WA-1D-12-039
Bailey Development, LLC, an Illinois Limited Liability Company

CONTRACT NO. I-15-4657
DRAWING NO. 1 OF 1

211098.3

DRAWN BY DATE 02/27/2020
CHECKED BY DATE 02/27/2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
2	03/25/2020	ADDENDUM NO 2

CONTRACT NO. I-19-4712
PLAT OF HIGHWAYS
WA-1D-12-039

SHT NO. ROW-14F
DRAWING NO. 28F OF 296

4712A-sht-plat-2b.dgn
38185

p:\benesch\projects\benesch_local\benesch_Projects\Documents\185055.001\4656\Contract 2 - 529 - I-19-4712\Plats\Sht\4712A-sht-plat-2b.dgn

ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4712
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: 3/18/2020

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **April 2, 2020**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. An Optional Pre-Bid Meeting was held Friday, March 6, 2020 at 2 P.M. at the Tollway Central Administration Building in Downers Grove at 2700 Ogden Avenue.

2. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Bid by the Bidder. The Bidder's attention is called to pages P-11R, P-12R and P-13R which have been revised and included as part of the Schedule of Prices.

3. The following revised Special Provision pages are included in the Contract with this Addendum: iR, iiR, iiiR, J-7R, J-60R, J-61R, J-87R, and J-119R.

4. The following new Special Provision pages are included in the Contract with this Addendum: J-120A, J-120B and J-136A.

5. The following revised Contract Drawing is included in this Addendum:

   Volume 1 – Drawing 31.

6. The following new Contract Drawings are included in this Addendum:

   Volume 1 – Drawings 28A, 28B, 28C, 28D, 28E.

7. Revised Contract Drawings 6 and 7 will be issued to the successful Bidder. The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.

8. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on March 6, 2020 are included in this Addendum.

9. Additional files have been uploaded to the Online Plan Room as part of the Response to Plan Holder Questions. The additional files are listed in the Pre-Bid Meeting Minutes (listed in the meeting minutes in Item #10.1 and Special Provision page J-61R).

10. Responses to Request for Information received from the Plan Holders at the Pre-Bid Meeting are included in this Addendum (listed in Item #10.2 in the meeting minutes).

11. Responses to Request for Information received from the Plan Holders after the Pre-Bid Meeting are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE SCHEDULE OF PRICES

SUMMARY OF REVISIONS TO PAY ITEM QUANTITIES						
SP. PROV. *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	JT154103	ALLOWANCE FOR RAILROAD FLAGGING AND SERVICES	Unit	550,000	+150,000	700,000
*	JT901101	DEWATERING	CAL MO	0	+7	7

* Denotes Special Provision

Change #1 Contract Requirements, Volume I, page P-11 replaced with page P-11R. This replacement contains the following revision (attached):
1.1. Added pay item and quantity for JT901101.

Change #2 Contract Requirements, Volume I, page P-12 replaced with page P-12R. This replacement contains the following revision (attached):
2.1. Revised quantity for pay item JT154103.

Change #3 Contract Requirements, Volume I, page P-13 replaced with page P-13R. This replacement contains the following revision (attached):
3.1 Revised quantity for Total Amount of Contingency Work + Contractor's Quality Program (CQP).

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #4 Contract Requirements, Volume II, replaced Pages i, ii and iii with Pages iR, iiR and iiiR (attached).
This replacement contains the following revision:
4.1. Revised Table of Contents sheets to reflect special provision Change #5, Change #6, Change #7, Change #8, Change #9 and Change #10.

Change #5 Contract Requirements, Volume II, replaced Page J-7 with page J-7R (attached).
This replacement contains the following revision:
5.1. Changed Estimated Date of Completion from June, 2020 to August, 2020 for ComEd.

Change #6 Contract Requirements, Volume II, replaced Page J-60 with page J-60R (attached).
This replacement contains the following revisions:
6.1. Changed Projected Acquisition Date from July 13, 2020 to August 13, 2020 for Parcels WA-1D-12-009 and WA-1D-12-004.
6.2. Changed Projected Acquisition Date from July 13, 2020 to October 1, 2020 for Parcel WA-1D-12-001.
6.3. Added Parcels WA-1D-12-113 and WA-1D-12-074 with Projected Acquisition Date of January 4, 2021.

Change #7 Contract Requirements, Volume II, replaced Page J-61 with page J-61R (attached).
This replacement contains the following revision:
7.1 Added the XML files posted to the Tollway on-line plan room in response to a plan holder request for information.

Change #8 Contract Requirements, Volume II, replaced Page J-87 with page J-87R (attached).
This replacement contains the following revision:
8.1. Revised the STEEL PIPE special provision to change the minimal wall thickness of the 66 inch pipe to 0.938 inches.

Change #9 Contract Requirements, Volume II, replaced Page J-119 with Page J-119R and add new Pages J-120A and J-120B (attached).
This replacement contains the following revisions:
9.1. Revised the STEEL CASING PIPE, BORE AND JACK, 24" special provision to include a requirement for a track and ground monitoring plan.
9.2. Added Track and Ground Monitoring Criteria and General Shoring Zones Criteria.

Change #10 Contract Requirements, Volume II, added new Page J-136A (attached).
This new special provision contains the following revision:
10.1 Added a special provision for the new pay item, DEWATERING, for temporary drainage in the Green Street parcels.

CHANGES TO THE CONTRACT DRAWINGS

Change #11 Contract Plans, Volume 1, Drawings 6 and 7. Summary of Quantities.
These drawings contain the following revisions (issued to successful Bidder):
11.1. Revised quantity for pay item JT154103.
11.2. Added pay item JT901101.

Change #12 Contract Plans, Volume 1, New Drawings 28A to 28D.
These new drawings contain the following revision (attached):
12.1. Plat of Highways WA-1D-12-074 added north of Green Street.

Change #13 Contract Plans, Volume 1, New Drawing 28E.
This new drawing contains the following revision (attached):
13.1. Plat of Highways WA-1D-12-113 added north of Green Street.

Change #14 Contract Plans, Volume 1, Revised Drawing 31. Utility Matrix. This revised drawing contains the following revision (attached):
14.1. Estimated dates for ComEd work revised the start date from March, 2020 to April, 2020 and the completion date from June, 2020 to August, 2020.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
& RAILROAD SPUR GRADING
TRI-STATE TOLLWAY (I-294) TO GREEN STREET
MILEPOST 00.10 TO MILEPOST 00.35
STA 1005+00.00 TO STA 1017+50.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	440		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	144		
*	20100500	TREE REMOVAL, ACRES	ACRE	0.50		
*	20200100	EARTH EXCAVATION	CU YD	150,560		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	985		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	2,945		
	25100630	EROSION CONTROL BLANKET	SQ YD	139,220		
	25100635	HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	18,691		
	44000100	PAVEMENT REMOVAL	SQ YD	18		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	16		
	44000600	SIDEWALK REMOVAL	SQ FT	94		
	54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	4		
	54248510	CONCRETE COLLAR	CU YD	2		
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	251		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	1,346		
	550A0510	STORM SEWERS, CLASS A, TYPE 2 66"	FOOT	792		
	55100500	STORM SEWER REMOVAL 12"	FOOT	129		
	55100700	STORM SEWER REMOVAL 15"	FOOT	147		
	55101200	STORM SEWER REMOVAL 24"	FOOT	289		
	55101600	STORM SEWER REMOVAL 36"	FOOT	539		
	55101900	STORM SEWER REMOVAL 48"	FOOT	406		
	55102100	STORM SEWER REMOVAL 60"	FOOT	28		
	55102200	STORM SEWER REMOVAL 66"	FOOT	38		
	56100900	WATER MAIN 12"	FOOT	265		
	56105200	WATER VALVES 12"	EACH	3		
	56400600	FIRE HYDRANTS	EACH	1		
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	9		
	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	60223810	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1		
	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2		
	60224469	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
	60500040	REMOVING MANHOLES	EACH	3		
	60500050	REMOVING CATCH BASINS	EACH	8		
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	42		
	61000050	CONCRETE THRUST BLOCKS	EACH	1		
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	49		
*	66901006	REGULATED SUBSTANCES MONITORING	CAL DA	115		
*	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1		
*	X0322918	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	EACH	4		
*	X0325003	REMOVE EXISTING VALVE AND VAULT	EACH	2		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0326713	SANITARY SEWER CONNECTION	EACH	2		
*	X0327078	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	EACH	1		
*	X0327369	SANITARY SEWER, DUCTILE IRON, 10"	FOOT	25		
*	X0327651	WATER MAIN IN CASING, 12"	FOOT	50		
*	X0487700	SANITARY SEWER REMOVAL 10"	FOOT	115		
*	X1200033	SANITARY SEWER IN CASING PIPE, 10"	FOOT	51		
*	X1200098	SMOOTH STEEL PIPE CULVERTS, 24"	FOOT	26		
*	X5420672	PIPE CULVERTS TO BE CLEANED 72"	FOOT	229		
*	X5509900	ABANDON AND FILL EXISTING STORM SEWER	FOOT	289		
*	X5538800	STORM SEWERS TO BE CLEANED 48"	FOOT	56		
*	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	3		
*	X6022110	MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3		
*	X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2		
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	Z0057000	SANITARY SEWER 10"	FOOT	27		
*	Z0067600	STEEL CASINGS 18"	FOOT	51		
*	Z0067900	STEEL CASINGS 24"	FOOT	50		
*	Z0068300	STEEL CASINGS 36"	FOOT	53		
*	Z0068426	STEEL CASINGS 66"	FOOT	70		
*	Z0069800	SUB-BALLAST	TON	1,971		
*	JA000270	STEEL CASING PIPE, 60"	FOOT	97		
*	JA000295	STEEL CASING PIPE, BORE AND JACK, 60"	FOOT	205		
*	JA000410	REMOVAL OF EXISTING WATER MAIN, 12"	FOOT	271		
*	JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	960		
*	JI211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	5,230		
*	JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100		
*	JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100		
*	JI602791	JUNCTION CHAMBER, LOCATION 1	EACH	1		
*	JI602792	JUNCTION CHAMBER, LOCATION 2	EACH	1		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	9,171		
*	JI664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	18		
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	13		
*	JI664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	3		
*	JI664400	RIGHT OF WAY FENCE REMOVAL	FOOT	2,137		
*	JI999706	STEEL CASING PIPE, BORED AND JACKED, 24"	FOOT	42		
**	JS107360	DUST CONTROL WATERING	UNIT	5,571		
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	1,221		
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	25		
**	JS280051	RE-ERECT SILT FENCE	FOOT	3,091		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,000		
**	JS280100	SUPER SILT FENCE	FOOT	12,363		
**	JS280140	TEMPORARY RIPRAP	TON	243		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	4		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	4		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	1		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,229		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	12		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	51,374		
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	1.00		
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	31.75		
*	JT545036	STEEL CASING PIPE, BORE AND JACK, 36"	FOOT	58		
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1		
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1		
*	JT900518	EMBANKMENT MODIFICATION	SQ YD	19,981		
*	JT901101	DEWATERING	CAL MO	7		
					TOTAL AMOUNT OF CORE WORK	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	25,000	$1.00	$25,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	25,000	$1.00	$25,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	$1.00	$20,000.00
*	JT154051	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL	UNIT	25,000	$1.00	$25,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	$1.00	$25,000.00
*	JT154103	ALLOWANCE FOR RAILROAD FLAGGING AND SERVICES	UNIT	700,000	$1.00	$700,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	$171,000.00	$171,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (2) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	VEH/DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (2) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01(b)(5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(7,500.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOUR		15.00	
INCENTIVES						
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						991,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
AWARD CRITERIA						

S.P. COLUMN LEGEND

*	INDICATES SPECIAL PROVISION
**	INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
***	INDICATES IDOT RECURRING SPECIAL PROVISION
BDE	INDICATES IDOT BDE SPECIAL PROVISION
GBSP	INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISION
D1	INDICATES IDOT DISTRICT 1 SPECIAL PROVISION

Note 1: The deduction will be according to Article 280.02(2)(1) Table A. The Contractor should leave the unit price value blank.

VOLUME II

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IDOT DISTRIT 1 SPECIAL PROVISIONS

TRAFFIC CONTROL PLAN D1-1
MAINTENANCE OF ROADWAYS D1-2
PUBLIC CONVENIENCE AND SAFETY (DIST 1) D1-3
KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS) D1-4
TRAFFIC CONTROL AND PROTECTION (ARTERIALS) D1-5
TRAFFIC CONTROL FOR WORK ZONE AREAS D1-6

that utility relocation work will be completed no earlier than listed below. In the case of conflict between work scheduled by utility companies and that scheduled by the Contractor, the Contractor will be required to re-schedule his work to allow the utility company to complete relocation work in accordance with the schedule listed in the Status of Utility Relocation table listed below. No damages or additional compensation will be allowed to the Contractor for any delays, costs or inconveniences sustained by the Contractor due to interference from utility facilities or utility adjustment or relocation work.

STATUS OF UTILITIES TO BE ADJUSTED			
Name of Utility or Municipality	**Type**	**Location and Disposition**	**Estimated Dates for Start and Completion of Relocation or Adjustment**
AT&T	Underground telephone lines	Along north side of Addison Ave	May 2020 – Jun 2020
ComEd	Overhead and underground electrical lines	Along east side of UPRR tracks north of I-294 and along CPR track	Apr 2020 – August 2020
Nicor	4” underground gas main	Along north side of Addison Ave	May 2020 – Jun 2020
Nicor	2” underground gas main	Along east side of Acorn, crossing I-490 at Sta 1016+25; to be retired and removed.	May 2020 – Jun 2020

S.P. 118 RIGHT-OF-WAY

Proposed right-of-way and easements for the performance of the Work may not be available at the time of the bid opening or when Notice to Proceed is issued. The Contractor shall verify the status of right-of-way parcels to be acquired prior to the preparation of the Baseline Schedule. The Baseline Schedule should reflect construction sequencing necessary to work only within acquired right-of-way parcels, and the Contractor shall take all appropriate measures to ensure that construction operations do not encroach on parcels not acquired. The Contractor shall be required to adjust the work schedule as needed to coincide with parcel acquisition from time to time to work only within available right-of-way, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

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.

Parcel ID #	Projected Acquisition Date	Actual Acquisition Date
WA-1D-12-001	October 1, 2020	
WA-1D-12-009	August 13, 2020	
WA-1D-12-004	August 13, 2020	
WA-1D-12-113	January 4, 2021	
WA-1D-12-074	January 4, 2021	

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

The following is a listing of the structure geotech report prepared by Jacobs that is available for review at the Illinois Tollway On-Line Plan Room.

- Green Street Parcel Geotech Conditions Summary

S.P. 120 AVAILABLE REPORTS

The following is a listing of the additional available report prepared by CH2M that is available for review at the Illinois Tollway On-Line Plan Room.

- Final Phase II Subsurface Investigation Report: Green Street Parcels

S.P. 121 ELECTRONIC DATA FILES AVAILABLE

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

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

File Name	Description
4656-align.dgn	Alignments - Centerlines & Baselines
4656-exrow.dgn	Existing Right of Way File
4656-topo.dgn	Existing Topography File
4656-utildrain.dgn	Existing Drainage File
4656-sue-ch2m.dgn	Existing Utilities File
4656-prrow.dgn	Proposed Right of Way File
4712A-CPSpurSubballast.xml	CPR proposed surface
4712A-CPSpurSubgrade.xml	CPR proposed surface
4712A-E-FranklinSt.xml	Alignment
4712A-E-AddisonSt.xml	Alignment
4712A-E-UPRR_TRK1.xml	Alignment
4712A-E-UPRR_TRK2.xml	Alignment
4712A-P_CPtrack1.xml	Alignment
4712A-P_CPtrack2.xml	Alignment
4712A-P_I490.xml	Alignment
4712D-ex-north-tin.xml	Existing north tin
4712D-ex-south-tin.xml	Existing south tin
4712D-pr-north-tin.xml	Proposed north tin
4712D-pr-south-tin.xml	Proposed south tin

S.P. 122 COMMITMENTS

NOT USED

STEEL PIPE

Description. Work under this item includes furnishing all labor, equipment, materials to install smooth steel culverts and casing pipes as shown on the Plans, as specified, or as directed by the Engineer, and includes the following:

Material. The steel pipe shall conform to AREMA Manual for Railway Engineering Standards 5.3.4. Steel pipe shall be new and meet the requirements of ASTM A 252 Grade 2. Steel pipe shall have a minimum yield strength of 35,000 pounds per square inch and shall be capable of withstanding railroad loads.

All metallic casing pipes are to be designed for effective corrosion control, long service life and relatively free from routine servicing and maintenance. Corrosion control measures must include cathodic protection.

Fully weld all joints with full penetrating weld. All welding shall be performed by a certified welder.

Minimum Wall Thickness for Uncoated Steel Pipe:

Nominal Diameter (Inches)	Minimum Wall Thickness (Inches)
18	0.312
24	0.407
36	0.531
60	0.844
66	0.938

The Contractor shall provide a manufacturer's written certification that the materials used comply with the specifications.

Method of Measurement. This work will be measured per lineal foot of steel pipe installed, as shown in the plans.

Basis of Payment. This work shall be paid for at the contract unit price per lineal foot for SMOOTH STEEL PIPE CULVERTS, 24" or STEEL CASINGS, of the diameter specified.

Pay Item Number	Designation	Unit of Measure
X1200098	SMOOTH STEEL PIPE CULVERTS, 24"	FOOT
Z0067600	STEEL CASINGS 18"	FOOT
Z0067900	STEEL CASINGS 24"	FOOT
Z0068300	STEEL CASINGS 36"	FOOT
Z0068426	STEEL CASINGS 66"	FOOT
JA000270	STEEL CASING PIPE, 60"	FOOT

STEEL CASING PIPE, BORE AND JACK, 24"

Description. This work shall consist of furnishing and installing steel carrier storm water pipeline by boring or jacking methods below existing ground and the Canadian Pacific Railway in the location shown on the Plans.

The Contractor shall follow the current AREMA Specifications and the Canadian Pacific Railway Pipeline Installation Procedures.

Materials. The steel carrier pipe shall conform to AREMA Manual for Railway Engineering Standards 5.3.4. The steel carrier pipe to be constructed shall be new and meet the requirements of ASTM A 252 Grade 2. The steel carrier pipe shall have a minimum yield strength of 35,000 pounds per square inch and shall be capable of withstanding railroad loads.

Fully weld all joints with full penetrating weld. All welding shall be performed by a certified welder.

Minimum Wall Thickness for Uncoated Steel Pipe:

Nominal Diameter (Inches)	Minimum Wall Thickness (Inches)
24	0.407

Construction Requirements. All construction shall conform to AREMA Manual for Railway Engineering Standards 5.3.5. Prior to any boring, the contractor shall prepare a track and ground monitoring plan and submit to the Engineer for CPR review. Track and ground monitoring are required while the leading edge of the bore and jack is located within Zone A of track Live Load Influence. The rail alignment must be continuously monitored during pipe jacking operations to detect any track movement. If movements over ¼" vertically or horizontally are detected all work shall cease and the deviation shall be immediately reported to the Canadian Pacific Railway. Work may resume only with Canadian Pacific Railway approval.

The Contractor shall submit a plan detailing the construction process, equipment, lubrication fluids, dewatering plans, layout and machinery setup to the Engineer for review and approval prior to ordering material or beginning construction.

A temporary shoring plan for the launching and receiving, signed and sealed by a Structural Engineer licensed in the State of Illinois, shall be submitted to the Engineer with corresponding calculations and other necessary information, for all temporary shoring required to accommodate safety and other requirements during construction. Temporary shoring plan shall be approved by the Engineer prior to installation of temporary shoring. Excavation, disposal of excavated material and shoring for the construction of the launching and receiving pits will not be paid for separately.

Since ground water is anticipated, pumps of sufficient capacity to handle the flow shall be maintained at the site. Ground water pumped from the excavation must pass a sediment filter bag prior to being discharged.

The Contractor shall protect the trenchless construction area with 6' chain link fence. The fence shall be erected at the end of each work day.

If excessive voids, or too large a bored hole is produced during pipe installation, or if it is necessary to abandon a bored or tunneled hole, it shall be promptly filled with Controlled Low Strength Material meeting IDOT requirements, installed with a method that will fill the voids.

See 5.3.5.1 of AREMA for additional requirements.

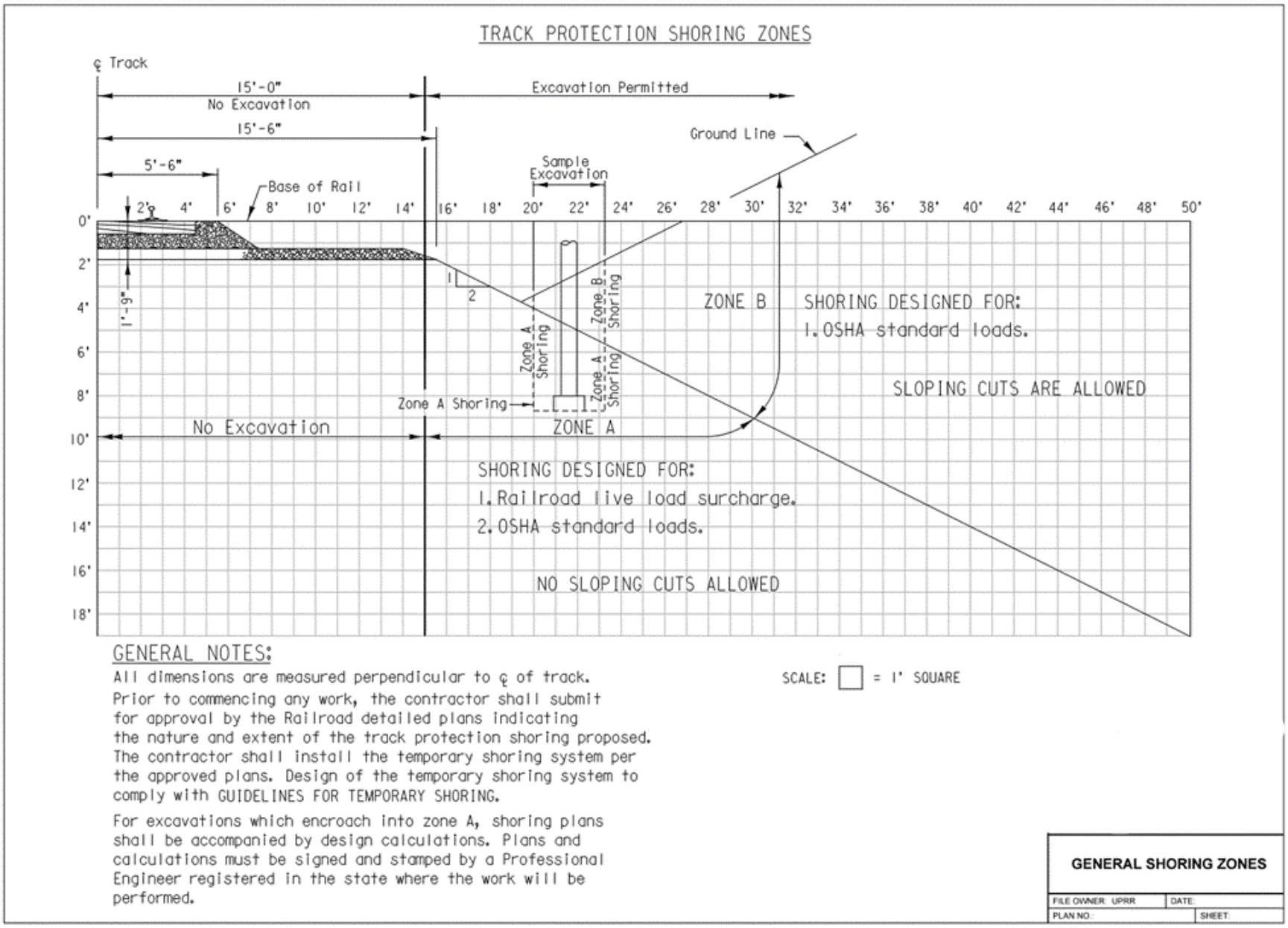
The use of water pressure jetting or puddling will not be permitted.

Track and Ground Monitoring Criteria

1. **Track Monitoring**
   a) Track Deflection Limits
      i. The top of rail shall not permanently deflect more than ¼ inch vertical or horizontal.
   b) Targets
      i. Track monitoring shall not require track access other than to place the track monitoring targets.
      ii. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.
      iii. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.
   c) Monitoring Plan
      i. If the top of rail does deflect more than 1/4 inch, all operations shall stop until the matter is resolved.
      ii. Provide established contingency plan, See Section 3, in the event of ground loss and/or the rail deviates ¼ inch vertical or horizontal.
      iii. Establish a bench mark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction. Example locations for shooting rail elevations would be at:
         - At the centerline of an under-track crossing.
         - At both outside edges of the crossing. ie. For a wide excavation.
         - At multiple locations from the crossing/excavation edge but no less than 10, 20, 30, 40 and 50 feet from the crossing.
      iv. Monitoring shall be continuous and recorded in a field log book dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

2. **Ground Monitoring**
   a) Provide means for monitoring ground settlement. Submit monitoring plan for Railroad review.
   b) Ground monitoring points should be in alignment above the proposed construction activities.

3. **Contingency Plans**
   a) The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.
      i. Track monitoring values:
         - Threshold value = 1/8 inch permanent vertical or horizontal deflection
         - Shutdown value = 1/4 inch permanent vertical or horizontal deflection
   b) The Contingency Plans shall provide means and methods, with options if necessary.
   c) The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.
      i. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the Railroad.
      ii. Once the Shutdown value is exceeded all project work shall stop and the chosen Contingency Plan shall commence.
         - The Railroad may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the Contractor, once the Shutdown value is exceeded.


TRACK PROTECTION SHORING ZONES
℄ Track
15'-0"
No Excavation
Excavation Permitted
15'-6"
5'-6"
Base of Rail
Ground Line
Sample Excavation
1'-9"
1
2
Zone A Shoring
Zone B Shoring
Zone A Shoring
Zone A Shoring
ZONE B
SHORING DESIGNED FOR:
1. OSHA standard loads.
SLOPING CUTS ARE ALLOWED
No Excavation
ZONE A
SHORING DESIGNED FOR:
1. Railroad live load surcharge.
2. OSHA standard loads.
NO SLOPING CUTS ALLOWED
GENERAL NOTES:
All dimensions are measured perpendicular to ℄ of track.
Prior to commencing any work, the contractor shall submit for approval by the Railroad detailed plans indicating the nature and extent of the track protection shoring proposed. The contractor shall install the temporary shoring system per the approved plans. Design of the temporary shoring system to comply with GUIDELINES FOR TEMPORARY SHORING.
For excavations which encroach into zone A, shoring plans shall be accompanied by design calculations. Plans and calculations must be signed and stamped by a Professional Engineer registered in the state where the work will be performed.
SCALE: = 1' SQUARE
GENERAL SHORING ZONES
FILE OWNER: UPRR
DATE:
PLAN NO.:
SHEET:

DEWATERING

Description. This work consists of the removal of surface water and/or groundwater from any excavation, etc. by diverting and/or pumping water from the construction site in accordance with Section 280 of the Tollway Supplemental Specifications. Dewatering shall be performed as necessary for the Contractor as a temporary drainage measure until right of way can be acquired for proper drainage.

Construction Requirements. The Contractor shall provide the necessary equipment and staffing to perform dewatering, as deemed necessary by the Contractor and the Engineer. Dewatering systems shall have sufficient pumping capacity to convey surface water and/or groundwater from the work area. Adequate standby equipment shall be available at all times to ensure continuous and efficient dewatering.

The Contractor shall review requirements of the Tollway Supplemental Specifications, Section 280 - Temporary Erosion Control, and comply with the requirements of that Section and associated Articles.

All dewatering activities shall be completed in a manner that does not negatively impact the water quality of the water table, cause erosion, or transport sediment or other pollutants. Discharge of water shall be performed in a suitable non-erosive manner without damage to adjacent property. Visible sediment shall be removed prior to discharge. The Contractor shall monitor dewatering to ensure proper operation and compliance with any permits or water quality standards.

The Contractor shall submit a Dewatering Plan and receive approval from the Engineer prior to using dewatering and performing any dewatering work. The Dewatering Plan shall be maintained with the site's Storm Water Pollution Prevention Plan.

The temporary dewatering areas shall be removed after they have served their purpose. Following removal, the dewatering areas shall be graded and stabilized with appropriate erosion control practices. The dewatering sites after removal shall not create any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

Method of Measurement. This work will be measured for payment per CALENDAR MONTH or fraction thereof.

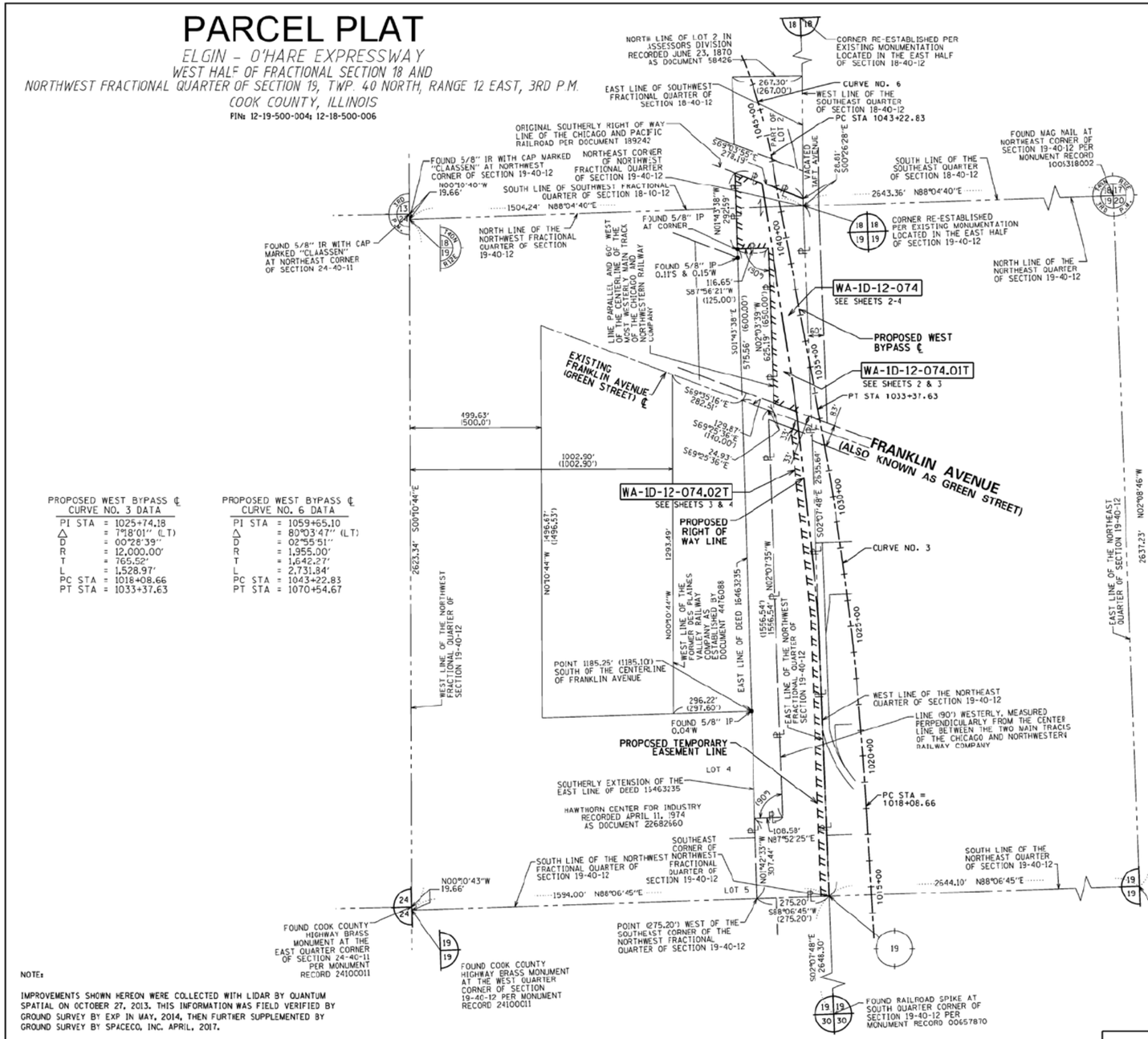
Basis of Payment. This work will be paid for at the contract unit price per CALENDAR MONTH, or fraction thereof, for DEWATERING.

Pay Item Number	Designation	Unit of Measure
JT901101	DEWATERING	CAL MO

PARCEL PLAT

ELGIN – O'HARE EXPRESSWAY
WEST HALF OF FRACTIONAL SECTION 18 AND
NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TWP. 40 NORTH, RANGE 12 EAST, 3RD P.M.
COOK COUNTY, ILLINOIS
PIN: 12-19-500-004; 12-18-500-006

PARCEL	AREA ACRES	AREA SQ.FT.	TYPE OF TAKE FEE	PERM. ESMT.	TEMP. ESMT.	PURPOSE
TOTAL HOLDING	11.201 ±	487,912 ±				
WA-1D-12-074	2.463 ±	107,285 ±	X			
WA-1D-12-074.01T	1.408 ±	61,352 ±			X	
WA-1D-12-074.02T	1.232 ±	53,651 ±			X	
AREA IN EX ROW	0.084 ±	3,638 ±				
REMAINDER	8.738 ±	380,627 ±				



PROPOSED WEST BYPASS ℄ CURVE NO. 3 DATA

PI STA	= 1025+74.18
△	= 7°18'01" (LT)
D	= 00°28'39"
R	= 12,000.00'
T	= 765.52'
L	= 1,528.97'
PC STA	= 1018+08.66
PT STA	= 1033+37.63

PROPOSED WEST BYPASS ℄ CURVE NO. 6 DATA

PI STA	= 1059+65.10
△	= 80°03'47" (LT)
D	= 02°55'51"
R	= 1,955.00'
T	= 1,642.27'
L	= 2,731.84'
PC STA	= 1043+22.83
PT STA	= 1070+54.67

NOTE:

IMPROVEMENTS SHOWN HEREON WERE COLLECTED WITH LIDAR BY QUANTUM SPATIAL ON OCTOBER 27, 2013. THIS INFORMATION WAS FIELD VERIFIED BY GROUND SURVEY BY EXP IN MAY, 2014, THEN FURTHER SUPPLEMENTED BY GROUND SURVEY BY SPACECO, INC. APRIL, 2017.

LEGEND

SECTION CORNER
QUARTER SECTION CORNER
CENTER OF SECTION

EXISTING CENTERLINE
EXISTING PUBLIC RIGHT OF WAY LINE
PREVIOUS RIGHT OF WAY LINE
EXISTING ISTHA PERMANENT EASEMENT LINE
PROPOSED CENTERLINE
PROPOSED RIGHT OF WAY
PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
PROPOSED ISTHA TEMPORARY EASEMENT LINE
PROPOSED ISTHA PERMANENT EASEMENT LINE
SECTION LINE
QUARTER SECTION LINE
QUARTER QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
FENCE LINE
MEASURED DIMENSION
CALCULATED DIMENSION
RECORD DATA
FOUND IRON PIPE (IP) OR IRON ROD (IR)
SET ⅝ INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
FOUND PERMANENT SURVEY MARKER
FOUND CONCRETE RIGHT-OF-WAY MARKER
CUT CROSS FOUND OR SET
SAME OWNERSHIP
EXISTING ISTHA PARCEL NUMBER
PROPOSED ISTHA PARCEL NUMBER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON APRIL 18, 2017.

DATED AT ROSEMONT, ILLINOIS THIS 20th DAY OF FEBRUARY, 2020.

[redacted]
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
LICENSE EXPIRATION DATE: 11/30/2020

REBECCA Y. POPECK 3642 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT – 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN, BY THE COMBINATION FACTOR OF 0.99998917358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF²).

1" = 200'
0 100 200 300 400

CAD DRAFTING BY:	JMS
CALCULATIONS BY:	RYP
CHECKED BY:	RYP
APPROVED BY:	RYP

SPACECO INC
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4066 Fax: (847) 696-4065
Illinois Professional Design Firm No. 184-001157

Illinois Tollway

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	09/03/2015	REMOVED WA-1D-12-074.01T
2	04/09/2019	REVISED PARCEL GEOMETRY
3	04/25/2017	REDUCE ACQUISITION TO 074 FEE ONLY
4	10/30/2019	FEE AND TEMP EASEMENT MODIFICATION

TOTAL HOLDINGS WA-1D-12-074
ELGIN – O'HARE EXPRESSWAY
STA. 1027+37 TO STA. 1042+28
COOK COUNTY, ILLINOIS
PARCEL WA-1D-12-074
OWNER: UNION PACIFIC RAILROAD COMPANY

CONTRACT NO. I-12-4058
DRAWING NO. 1 OF 4

NEW SHEET

DRAWN BY	DATE	02/27/2020	
CHECKED BY	DATE	02/27/2020	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE,
ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	03/18/2020	ADDENDUM NO 1

CONTRACT NO. I-19-4712
PLAT OF HIGHWAYS
WA-1D-12-074 (SHEET 1 OF 4)

SHT NO. ROW-14A
DRAWING NO. 28A OF 296

pw:\\banesch\wsel\banesch_local\Documents\1850ds\1850ds_001\4756\Contract 2 - S29 - I-19-4712\Plats\Sht\4712A-sht-plat-15.dgn

4712A-sht-plat-15.dgn
36185

PARCEL PLAT

ELGIN – O'HARE EXPRESSWAY

WEST HALF OF FRACTIONAL SECTION 18 AND NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TWP. 40 NORTH, RANGE 12 EAST, 3RD P.M.

COOK COUNTY, ILLINOIS

PIN: 12-19-500-004; 12-18-500-006

TOPO LEGEND

- HYDRANT
- GUY WIRE
- GUARD POST
- HANDHOLE (HH)
- LIGHT POLE (LP)
- MANHOLE (MH)
- POWER POLE (PP)
- SIGN
- WATER VALVE
- TELEPHONE SPLICE BOX
- DECIDUOUS TREE
- EVERGREEN TREE
- INLET
- RAILROAD EQUIPMENT (RRE)

NOTE A: REMNANTS OF CONCRETE BRIDGE SUPPORT FOR FORMER TAFT AVENUE

RAILROAD TRACK

WOODS & BRUSH LINE

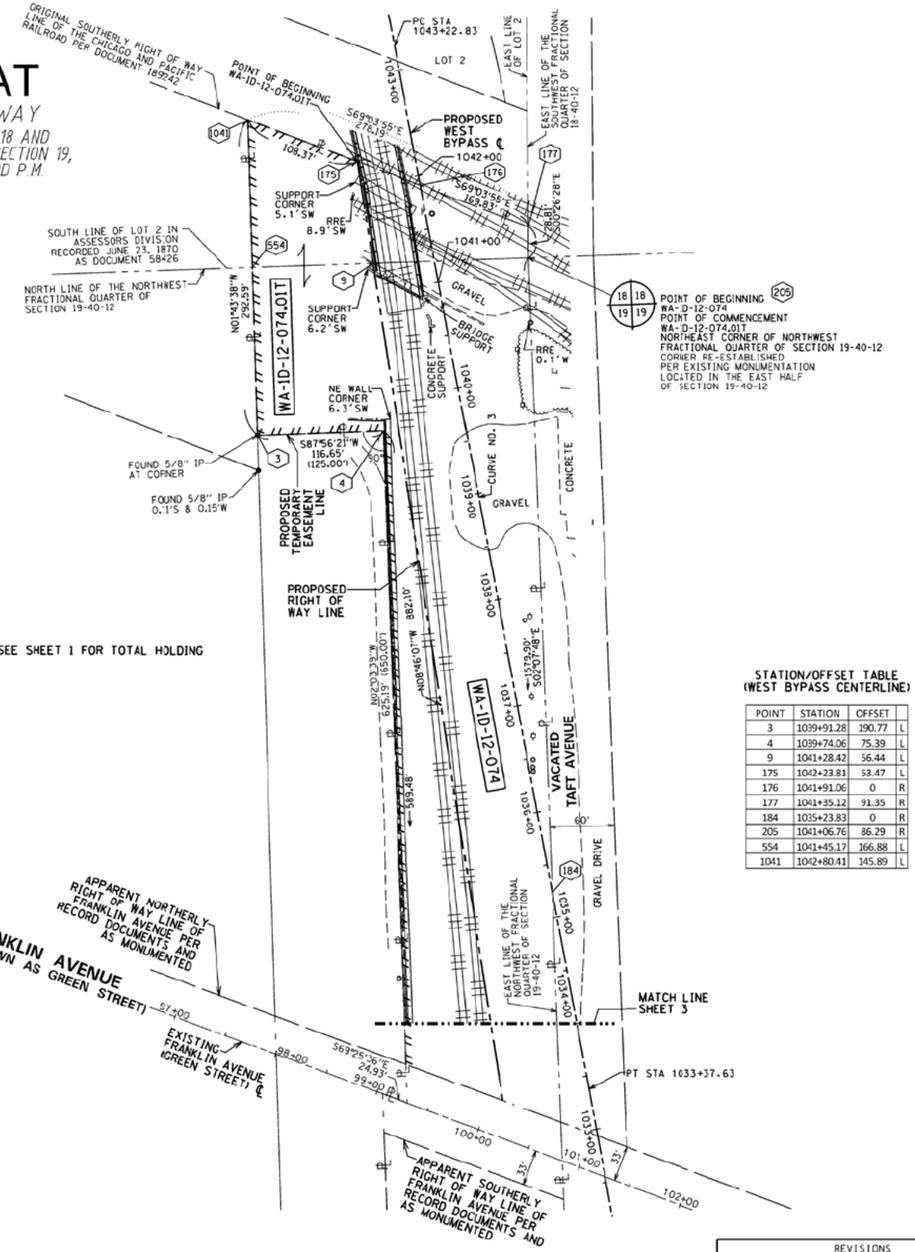
WA-1D-12-074:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 18 AND THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 02 DEGREES 07 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 1579.90 FEET; THENCE NORTHWESTERLY 94.94 FEET, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3983.32 FEET AND WHOSE CHORD BEARS NORTH 05 DEGREES 22 MINUTES 13 SECONDS WEST, 94.94 FEET; THENCE NORTH 06 DEGREES 02 MINUTES 11 SECONDS WEST, 705.89 FEET TO A POINT ON THE APPARENT NORTHERLY RIGHT OF WAY LINE OF FRANKLIN AVENUE PER RECORD DOCUMENT AND AS MONUMENTED; THENCE NORTH 08 DEGREES 46 MINUTES 07 SECONDS WEST, 882.10 FEET TO A POINT ON THE ORIGINAL SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND PACIFIC RAILROAD PER DOCUMENT 189242; THENCE SOUTH 69 DEGREES 03 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERLY LINE 169.83 FEET TO THE EAST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 28 SECONDS EAST, ALONG SAID EAST LINE 28.81 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

PROPOSED WEST BYPASS ℄ CURVE NO. 3 DATA

PI STA	=	1025+74.18
Δ	=	7°18'01" (LT)
D	=	00°28'39"
R	=	12,000.00'
T	=	765.52'
L	=	1,528.97'
PC STA	=	1018+08.66
PT STA	=	1033+37.63



SEE SHEET 1 FOR TOTAL HOLDING

STATION/OFFSET TABLE (WEST BYPASS CENTERLINE)

POINT	STATION	OFFSET	
3	1039+91.28	190.77	L
4	1039+74.06	75.39	L
9	1041+28.42	56.44	L
175	1042+23.81	53.47	L
176	1041+91.06	0	R
177	1041+35.12	91.35	R
184	1035+23.83	0	R
205	1041+06.76	86.29	R
554	1041+45.17	166.88	L
1041	1042+80.41	145.89	L

PARCEL	AREA ACRES	AREA SQ.FT.	TYPE OF TAKE FEE	PERM. ESMT.	TEMP. ESMT.	PURPOSE
TOTAL HOLDING	11.201 ±	487,912 ±				
WA-1D-12-074	2.463 ±	107,285 ±	X			
WA-1D-12-074.01T	1.408 ±	61,352 ±			X	
WA-1D-12-074.02T	1.232 ±	53,651 ±			X	
AREA IN EX ROW	0.084 ±	3,638 ±				
REMAINDER	8.738 ±	380,627 ±				

LEGEND

SECTION CORNER

QUARTER SECTION CORNER

CENTER OF SECTION

EXISTING CENTERLINE
EXISTING PUBLIC RIGHT OF WAY LINE
PREVIOUS RIGHT OF WAY LINE
EXISTING ISTHA PERMANENT EASEMENT LINE
PROPOSED CENTERLINE
PROPOSED RIGHT OF WAY
PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
PROPOSED ISTHA TEMPORARY EASEMENT LINE
PROPOSED ISTHA PERMANENT EASEMENT LINE
SECTION LINE
QUARTER SECTION LINE
QUARTER QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
FENCE LINE
MEASURED DIMENSION
CALCULATED DIMENSION
RECORD DATA
FOUND IRON PIPE (IP) OR IRON ROD (IR)
SET ⅝ INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
FOUND PERMANENT SURVEY MARKER
FOUND CONCRETE RIGHT-OF-WAY MARKER
CUT CROSS FOUND OR SET

123.45'
(123.45')
(123.45')

SAME OWNERSHIP

T-9A-1 EXISTING ISTHA PARCEL NUMBER

T-9A-05-001 PROPOSED ISTHA PARCEL NUMBER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON APRIL 18, 2017.

DATED AT ROSEMONT, ILLINOIS THIS 20th DAY OF FEBRUARY, 2020.

[redacted]

REBECCA Y. POPECK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
LICENSE EXPIRATION DATE: 11/30/2020

REBECCA Y. POPECK 3642 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT – 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN, BY THE COMBINATION FACTOR OF 0.9999891358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF²)

1" = 60'
0 30 60 90 120

NOTE:

IMPROVEMENTS SHOWN HEREON WERE COLLECTED WITH LIDAR BY QUANTUM SPATIAL ON OCTOBER 27, 2013. THIS INFORMATION WAS FIELD VERIFIED BY GROUND SURVEY BY EXP IN MAY, 2014, THEN FURTHER SUPPLEMENTED BY GROUND SURVEY BY SPACECO, INC. APRIL, 2017.

CAD DRAFTING BY:	JMS
CALCULATIONS BY:	RYP
CHECKED BY:	RYP
APPROVED BY:	RYP

SPACECO INC.
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
Illinois Professional Design Firm No. 184-001157

Illinois Tollway

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	09/03/2015	REMOVED WA-1D-12-074.01T
2	09/03/2015	REVISED PARCEL GEOMETRY
3	04/25/2017	REDUCE ACQUISITION TO 074 FEE ONLY
4	10/30/2019	FEE AND TEMP EASEMENT MODIFICATION

ELGIN – O'HARE EXPRESSWAY
STA. 1027+37 TO STA. 1042+28
COOK COUNTY, ILLINOIS
PARCEL WA-1D-12-074
OWNER: UNION PACIFIC RAILROAD COMPANY

CONTRACT NO. I-12-4058
DRAWING NO. 2 OF 4

NEW SHEET

DRAWN BY	DATE	02/27/2020	
CHECKED BY	DATE	02/27/2020	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	03/18/2020	ADDENDUM NO 1

CONTRACT NO. I-19-4712

PLAT OF HIGHWAYS
WA-1D-12-074 (SHEET 2 OF 4)

SHT NO. ROW-14B
DRAWING NO. 28B OF 296

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47120-sht-plat-16.dgn
38185

PARCEL PLAT

ELGIN – O'HARE EXPRESSWAY

WEST HALF OF FRACTIONAL SECTION 18 AND NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TWP. 40 NORTH, RANGE 12 EAST, 3RD P.M.
COOK COUNTY, ILLINOIS

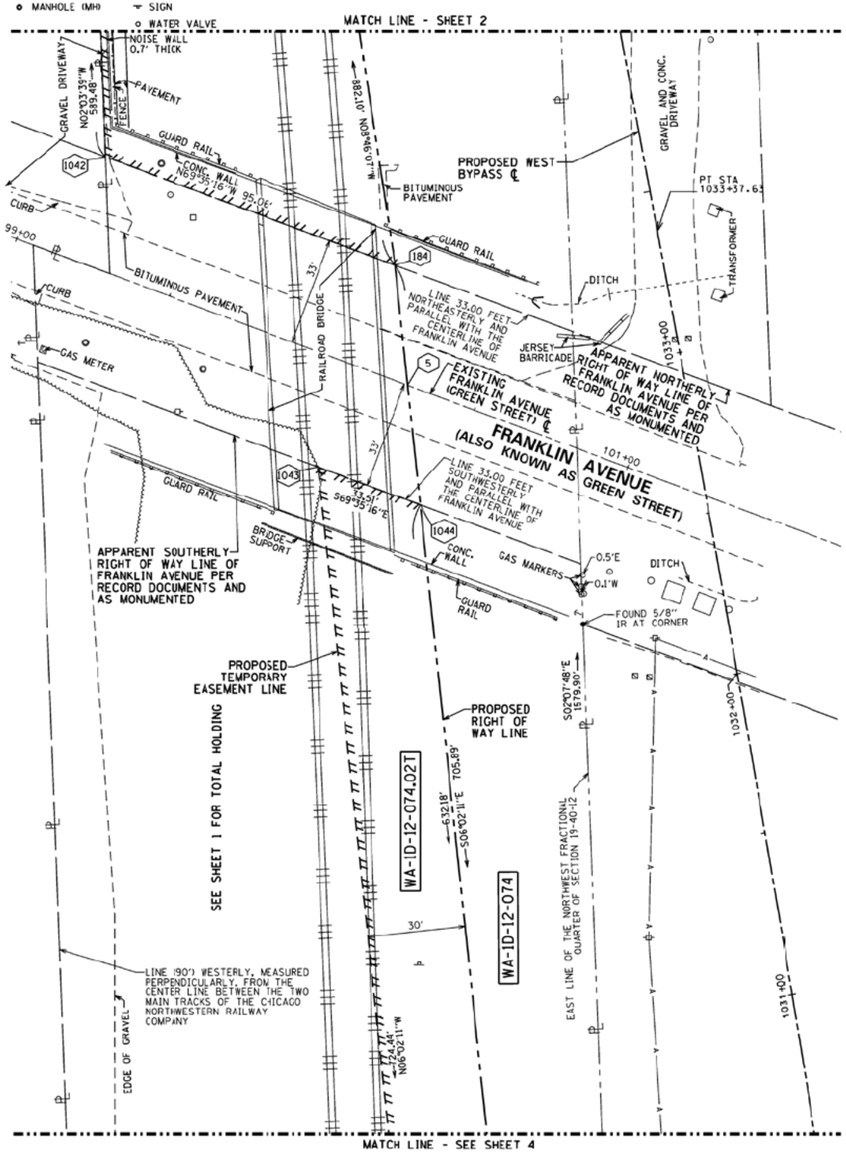
PIN: 12-19-500-004; 12-18-500-006

STATION/OFFSET TABLE (WEST BYPASS CENTERLINE)

POINT	STATION	OFFSET	
1042	1033+91.04	162.41	L
184	1035+23.83	0	R
5	1033+05.16	83.76	L
1043	1032+85.38	115.32	L
1044	1032+68.15	86.5	L

TOPO LEGEND

- HYDRANT
- GUY WIRE
- GUARD POST
- HANDHOLE (HH)
- LIGHT POLE (LP)
- MANHOLE (MH)
- TELEPHONE SPLICE BOX
- DECIDUOUS TREE
- EVERGREEN TREE
- INLET
- POWER POLE (PP)
- SIGN
- WATER VALVE



WA-1D-12-074.01T

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 18 AND THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00 DEGREES 26 MINUTES 28 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 28.81 FEET TO A POINT ON THE ORIGINAL SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND PACIFIC RAILROAD PER DOCUMENT 189242; THENCE NORTH 69 DEGREES 03 MINUTES 55 SECONDS WEST, ALONG SAID SOUTHERLY LINE 169.83 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 08 DEGREES 46 MINUTES 07 SECONDS EAST, 882.10 FEET TO THE APPARENT NORTHERLY RIGHT OF WAY LINE OF FRANKLIN AVENUE PER RECORD DOCUMENTS AND AS MONUMENTED; THENCE NORTH 69 DEGREES 35 MINUTES 16 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 95.06 FEET TO A POINT ON A LINE PARALLEL AND 60' WEST OF THE CENTERLINE OF THE MOST WESTERLY MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTH 02 DEGREES 03 MINUTES 39 SECONDS WEST, ALONG SAID PARALLEL LINE, 589.48 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 21 SECONDS WEST, PERPENDICULAR TO THE LAST LINE, 116.65 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 38 SECONDS WEST, 292.59 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 69 DEGREES 03 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 108.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WA-1D-12-074.02T

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 88 DEGREES 06 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER, 30.00 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 02 DEGREES 07 MINUTES 48 SECONDS WEST, ALONG SAID PARALLEL LINE, 1071.19 FEET; THENCE NORTH 06 DEGREES 02 MINUTES 11 SECONDS WEST, 724.44 FEET TO THE APPARENT SOUTHERLY RIGHT OF WAY LINE OF FRANKLIN AVENUE PER RECORD DOCUMENTS AND AS MONUMENTED; THENCE SOUTH 69 DEGREES 35 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY LINE, 33.51 FEET; THENCE SOUTH 06 DEGREES 02 MINUTES 11 SECONDS EAST, 632.18 FEET; THENCE SOUTHEASTERLY 94.94 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, WITH A RADIUS OF 3983.92 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 21 MINUTES 13 SECONDS EAST, 94.94 FEET; THENCE SOUTH 02 DEGREES 07 MINUTES 48 SECONDS EAST, 1055.73 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL	AREA ACRES	AREA SQ.FT.	TYPE OF TAKE FEE	PERM. ESMT.	TEMP. ESMT.	PURPOSE
TOTAL HOLDING	11.201 ±	487,912 ±				
WA-1D-12-074	2.463 ±	107,285 ±	X			
WA-1D-12-074.01T	1.408 ±	61,352 ±			X	
WA-1D-12-074.02T	1.232 ±	53,651 ±			X	
AREA IN EX ROW	0.084 ±	3,638 ±				
REMAINDER	8.738 ±	380,627 ±				

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER OF SECTION
- EXISTING CENTERLINE
- EXISTING PUBLIC RIGHT OF WAY LINE
- PREVIOUS RIGHT OF WAY LINE
- EXISTING ISTHA PERMANENT EASEMENT LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
- PROPOSED ISTHA TEMPORARY EASEMENT LINE
- PROPOSED ISTHA PERMANENT EASEMENT LINE
- SECTION LINE
- QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- FENCE LINE
- MEASURED DIMENSION (123.45')
- CALCULATED DIMENSION (123.45')
- RECORD DATA
- FOUND IRON PIPE (IP) OR IRON ROD (IR)
- SET ⅝ INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
- FOUND PERMANENT SURVEY MARKER
- FOUND CONCRETE RIGHT-OF-WAY MARKER
- CUT CROSS FOUND OR SET
- SAME OWNERSHIP
- T-9A-1 EXISTING ISTHA PARCEL NUMBER
- T-9A-05-001 PROPOSED ISTHA PARCEL NUMBER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON APRIL 18, 2017.

DATED AT ROSEMONT, ILLINOIS THIS 20th DAY OF FEBRUARY, 2020.

[redacted]

REBECCA Y. POPECK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
LICENSE EXPIRATION DATE: 11/30/2020

REBECCA Y. POPECK 3642 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT – 2007 (CORS). ALL MEASURED AND CALCULATED VALUES ARE GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES SHOWN, BY THE COMBINATION FACTOR OF 0.99998917358.

AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF)².

1" = 20'
0 10 20 30 40

NEW SHEET

CAD DRAFTING BY:	JMS
CALCULATIONS BY:	RYP
CHECKED BY:	RYP
APPROVED BY:	RYP

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
Illinois Professional Design Firm No. 184-001157

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	09/03/2015	REMOVED WA-1D-12-074.01T
2	04/09/2019	REVISED PARCEL GEOMETRY
3	04/25/2017	REDUCE ACQUISITION TO 074 FEE ONLY
4	10/30/2019	FEE AND TEMP EASEMENT MODIFICATION

ELGIN – O'HARE EXPRESSWAY
STA. 1027+37 TO STA. 1042+28
COOK COUNTY, ILLINOIS

PARCEL WA-1D-12-074
OWNER: UNION PACIFIC RAILROAD COMPANY

CONTRACT NO. I-12-4058

DRAWING NO. 3 OF 4

DRAWN BY	DATE	02/27/2020
CHECKED BY	DATE	02/27/2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	03/18/2020	ADDENDUM NO 1

CONTRACT NO. I-19-4712

PLAT OF HIGHWAYS
WA-1D-12-074 (SHEET 3 OF 4)

SHT NO. ROW-14C

DRAWING NO. 28C OF 296

4712A-sht-plat-17.dgn
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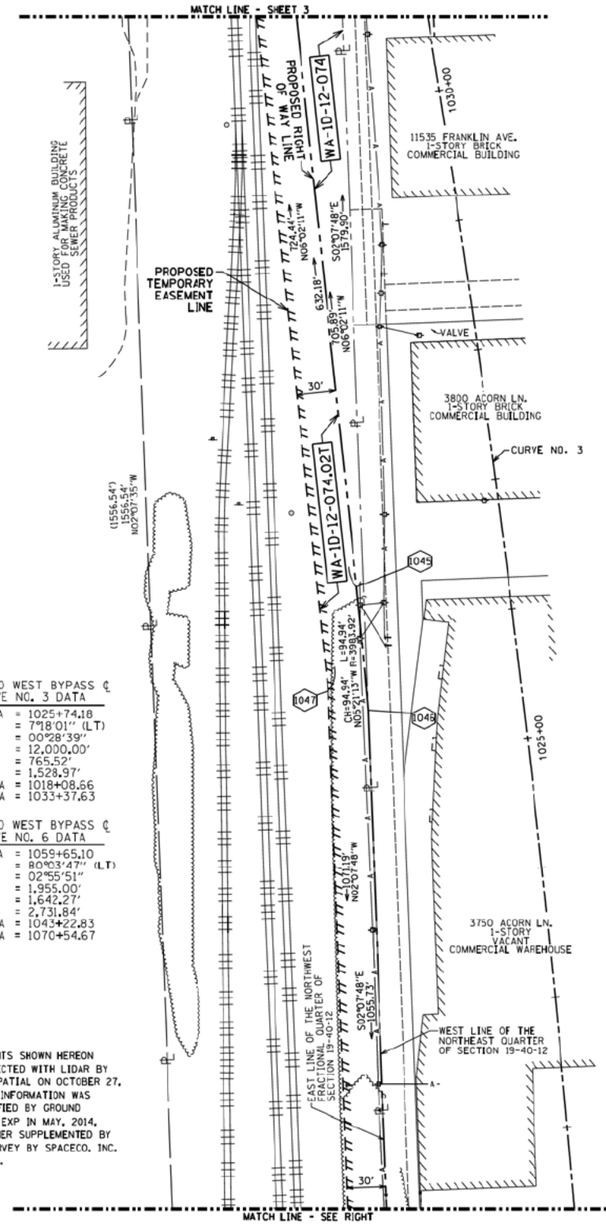
PARCEL PLAT

ELGIN – O'HARE EXPRESSWAY
WEST HALF OF FRACTIONAL SECTION 18 AND
NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TWP. 40 NORTH, RANGE 12 EAST, 3RD P.M.
COOK COUNTY, ILLINOIS
PINs 12-19-500-004; 12-18-500-006

SEE SHEET 1 FOR TOTAL HOLDINGS

PARCEL	AREA ACRES	AREA SQ.FT.	TYPE OF TAKE FEE	TYPE OF TAKE PERM. ESMT.	TYPE OF TAKE TEMP. ESMT.	PURPOSE
TOTAL HOLDING	11.201 ±	487,912 ±				
WA-1D-12-074	2.463 ±	107,285 ±	X			
WA-1D-12-074.01T	1.408 ±	61,352 ±			X	
WA-1D-12-074.02T	1.232 ±	53,651 ±			X	
AREA IN EX ROW	0.084 ±	3,638 ±				
REMAINDER	8.738 ±	380,627 ±				



PROPOSED WEST BYPASS ℄ CURVE NO. 3 DATA

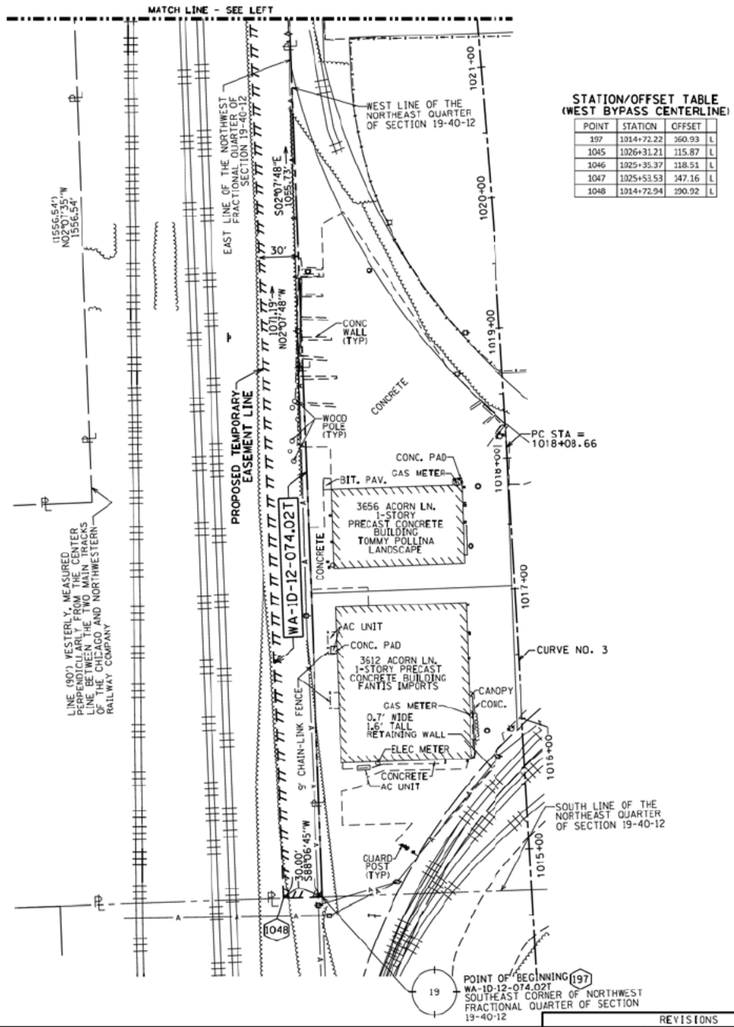
PI STA	= 1025+74.18
Δ	= 7°18'01" (LT)
D	= 00°28'39"
R	= 12,000.00'
T	= 765.52'
L	= 1,528.97'
PC STA	= 1018+08.66
PT STA	= 1033+37.63

PROPOSED WEST BYPASS ℄ CURVE NO. 6 DATA

PI STA	= 1059+65.10
Δ	= 80°03'47" (LT)
D	= 02°55'51"
R	= 1,955.00'
T	= 1,642.27'
L	= 2,731.84'
PC STA	= 1043+22.83
PT STA	= 1070+54.67

NOTE:

IMPROVEMENTS SHOWN HEREON WERE COLLECTED WITH LIDAR BY QUANTUM SPATIAL ON OCTOBER 27, 2013. THIS INFORMATION WAS FIELD VERIFIED BY GROUND SURVEY BY EXP IN MAY, 2014. THEN FURTHER SUPPLEMENTED BY GROUND SURVEY BY SPACECO, INC. APRIL, 2017.



STATION/OFFSET TABLE (WEST BYPASS CENTERLINE)

POINT	STATION	OFFSET	
197	1014+72.22	160.93	L
1045	1026+31.21	115.87	L
1046	1025+35.37	118.51	L
1047	1025+53.53	147.16	L
1048	1014+72.94	190.92	L

LEGEND

SECTION CORNER
QUARTER SECTION CORNER
CENTER OF SECTION

EXISTING CENTERLINE
EXISTING PUBLIC RIGHT OF WAY LINE
PREVIOUS RIGHT OF WAY LINE
EXISTING ISTHA PERMANENT EASEMENT LINE
PROPOSED CENTERLINE
PROPOSED RIGHT OF WAY
PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
PROPOSED ISTHA TEMPORARY EASEMENT LINE
PROPOSED ISTHA PERMANENT EASEMENT LINE
SECTION LINE
QUARTER SECTION LINE
QUARTER QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
FENCE LINE
123.45' MEASURED DIMENSION
[123.45'] CALCULATED DIMENSION
(123.45') RECORD DATA
FOUND IRON PIPE (IP) OR IRON ROD (IR)
SET ⅝ INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
FOUND PERMANENT SURVEY MARKER
FOUND CONCRETE RIGHT-OF-WAY MARKER
CUT CROSS FOUND OR SET
SAME OWNERSHIP
T-9A-1 EXISTING ISTHA PARCEL NUMBER
T-9A-05-001 PROPOSED ISTHA PARCEL NUMBER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, REBECCA Y. POPECK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON APRIL 18, 201[illegible].

DATED AT ROSEMONT, ILLINOIS THIS 20th DAY OF FEBRUARY, 2020.

[redacted]
REBECCA Y. POPECK
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3642
LICENSE EXPIRATION DATE: 11/30/2020

REBECCA Y. POPECK 3642 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

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AREAS SHOWN ON THIS PLAT ARE GROUND. TO CONVERT AN AREA SHOWN ON THIS PLAT TO AN EQUIVALENT AREA AS MEASURED USING THE GRID, BASED DISTANCES, MULTIPLY THE GROUND AREA BY THE SQUARE OF THE COMBINATION FACTOR (CF)

1" = 50'
0 100 200 300 400

NEW SHEET

CAD DRAFTING BY:	JAL
CALCULATIONS BY:	RYP
CHECKED BY:	RYP
APPROVED BY:	RYP

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4080 Fax: (847) 696-4085
Illinois Professional Design Firm No. 184-001157

Illinois Tollway

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	09/03/2015	REMOVED WA-1D-12-074.01T
2	04/09/2019	REVISED PARCEL GEOMETRY
3	04/25/2017	REDUCE ACQUISITION TO 074 FEE ONLY
4	10/30/2019	FEE AND TEMP EASEMENT MODIFICATION

ELGIN – O'HARE EXPRESSWAY
STA. 1027+37 TO STA. 1042+28
COOK COUNTY, ILLINOIS
PARCEL WA-1D-12-074
OWNER: UNION PACIFIC RAILROAD COMPANY

CONTRACT NO. I-12-4058
DRAWING NO. 4 OF 4

DRAWN BY	DATE	02/27/2020	
CHECKED BY	DATE	02/27/2020	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS NO.	DATE	DESCRIPTION
1	03/18/2020	ADDENDUM NO 1

CONTRACT NO. I-19-4712
PLAT OF HIGHWAYS
WA-1D-12-074 (SHEET 4 OF 4)

SHT NO. ROW-14D
DRAWING NO. 28D OF 296

4712A-sht-plat-18.dgn
36185

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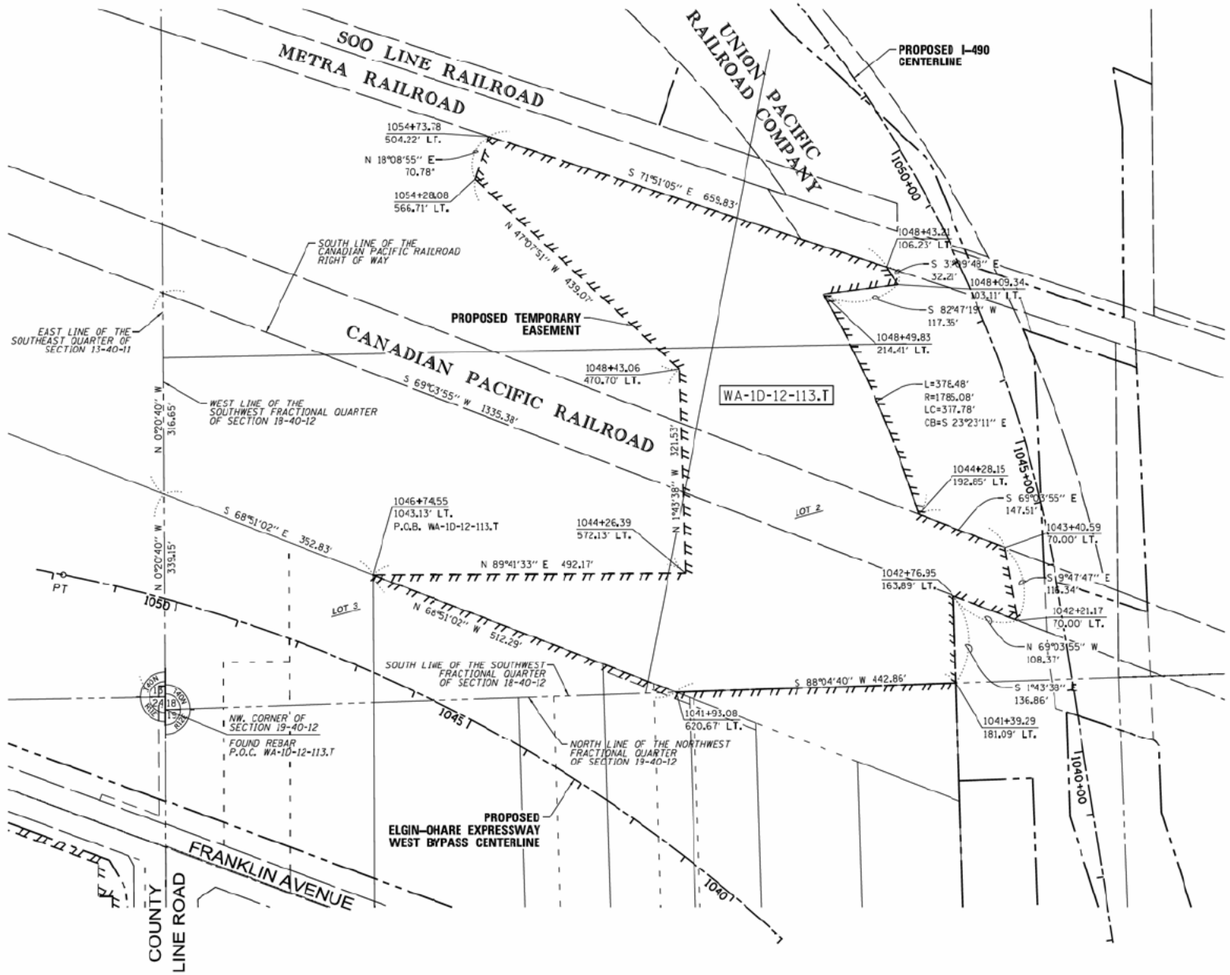
PARCEL PLAT

ELGIN – O'HARE EXPRESSWAY

SOUTHWEST QUARTER SECTION 18, TWP. 40 NORTH, RANGE 12 EAST, 3RD P.M.
COOK COUNTY, ILLINOIS

PIN: 12-18-300-047



LEGAL DESCRIPTION:

WA-1D-12-113.T

THAT PART OF LOTS 2 AND 3 OF ASSESSOR'S DIVISION OF THE WEST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 18, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 0 DEGREES 20 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 18, BEING ALONG THE WEST LINE OF SAID LOT 3 OF SAID ASSESSOR'S DIVISION, 339.15 FEET; THENCE SOUTH 68 DEGREES 51 MINUTES 02 SECONDS EAST, 352.83 FEET FOR THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 41 MINUTES 13 SECONDS EAST, 492.17 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 38 SECONDS WEST, 321.53 FEET; THENCE NORTH 47 DEGREES 07 MINUTES 51 SECONDS WEST, 439.07 FEET; THENCE NORTH 18 DEGREES 08 MINUTES 55 SECONDS EAST, 70.78 FEET
TO A POINT ON THE SOUTH LINE OF THE METRA RAILROAD RIGHT OF WAY;
THENCE SOUTH 71 DEGREES 51 MINUTES 05 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID METRA RAILROAD RIGHT OF WAY, 659.83 FEET; THENCE SOUTH 31 DEGREES 09 MINUTES 48 SECONDS EAST, 32.21 FEET; THENCE SOUTH 82 DEGREES 47 MINUTES 19 SECONDS WEST, 117.35 FEET; THENCE SOUTHEASTERLY 378.48 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1785.08 FEET AND A CHORD THAT BEARS SOUTH 23 DEGREES 23 MINUTES 11 SECONDS EAST, 377.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CANADIAN PACIFIC RAILROAD; THENCE SOUTH 69 DEGREES 03 MINUTES 55 SECONDS EAST ALONG THE NORTH RIGHT OF WAY LINE OF SAID CANADIAN PACIFIC RAILROAD, 147.51 FEET ; THENCE SOUTH 09 DEGREES 47 MINUTES 47 SECONDS EAST, 116.34 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID CANADIAN PACIFIC RAILROAD; THENCE NORTH 69 DEGREES 03 MINUTES 55 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CANADIAN PACIFIC RAILROAD, 108.37 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 38 SECONDS EAST, 136.86 FEET TO A POINT ON THE SOUTH LINE OF THE FRACTIONAL SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 88 DEGREES 04 MINUTES 40 SECONDS WEST ALONG SAID SOUTH LINE, 442.86 FEET; THENCE NORTH 68 DEGREES 51 MINUTES 02 SECONDS WEST, 512.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 8.369 ACRE, OR 364,549 SQUARE FEET, MORE OR LESS.

PARCEL NUMBER	OWNER	TOTAL HOLDING		PART TAKEN		REMAINDER		PREVIOUSLY DEDICATED	EASEMENT		ACQUISITION PURPOSE	PERMANENT TAX INDEX NUMBER
		ACRES	SQUARE FT.	ACRES	SQUARE FT.	ACRES	SQUARE FT.	ACRES	ACRES	SQUARE FT.		
WA-1D-12-113.T	SOO LINE RAILROAD COMPANY	8.194 ±	356,928 ±			8.194 ±	356,928 ±		8.369 ±	364,549 ±	CONSTRUCTION	12-18-300-047

LEGEND

SECTION CORNER
QUARTER SECTION CORNER
CENTER OF SECTION

EXISTING CENTERLINE
EXISTING PUBLIC RIGHT OF WAY LINE
PREVIOUS RIGHT OF WAY LINE
EXISTING ISTHA PERMANENT EASEMENT LINE
PROPOSED CENTERLINE
PROPOSED RIGHT OF WAY AND ACCESS CONTROL LINE
PROPOSED RIGHT OF WAY LINE
PROPOSED ISTHA TEMPORARY EASEMENT LINE
PROPOSED ISTHA PERMANENT EASEMENT LINE
SECTION LINE
QUARTER SECTION LINE
QUARTER QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
FENCE LINE
MEASURED DIMENSION
CALCULATED DIMENSION
RECORD DATA
FOUND IRON PIPE (IP) OR IRON ROD (IR)
SET 5/8 INCH IRON ROD WITH RED "ISTHA R.O.W." CAP
FOUND PERMANENT SURVEY MARKER
FOUND CONCRETE RIGHT-OF-WAY MARKER
CUT CROSS FOUND OR SET

SAME OWNERSHIP

EXISTING ISTHA PARCEL NUMBER

PROPOSED ISTHA PARCEL NUMBER

BUILDING

TOPO LEGEND

TRAFFIC SIGNAL
POWER POLE
LIGHT POLE
HANDHOLE
HANDHOLE (DOUBLE)
SINGLE POST SIGN
CONTROLLER BOX
FIRE HYDRANT
MANHOLE
CATCH BASIN
INLET
FLARED END SECTION
DECIDUOUS TREE
EVERGREEN TREE
BUSH
GUY WIRE ANCHOR
GUARD POST

1" = 100'
0 50 100 150 200

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, COVENTINE FIDIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY. THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

FIELD WORK COMPLETED ON 5/31/2014.

DATED AT CHICAGO, ILLINOIS THIS 27th DAY OF JANUARY, 2020.

STATE OF ILLINOIS · COVENTINE FIDIS · 35-2159 · CHICAGO, ILL. · PROFESSIONAL LAND SURVEYOR

COVENTINE FIDIS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2159
LICENSE EXPIRATION DATE: 11/30/2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2007 (CORS).
ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND".

COMBINED SCALE FACTOR
(GRID SCALE FACTOR X ELEV. FACTOR) = 0.999949797

CAD DRAFTING BY: CAROLANNE BEARD	
CALCULATIONS BY: CRAIG DUY	
CHECKED BY: CRAIG DUY	
APPROVED BY: COVENTINE FIDIS	
JOB NUMBER	

AMERICAN
SURVEYING & ENGINEERING, P.C.
SURVEYORS• ENGINEERS
GEODESISTS•MAPPING SCIENTISTS
Chicago: 30 N. LaSalle St. Suite 3440, Chicago, IL 60602 312-277-2000 / Fax 312-277-2002
Dixon: 841 N. Galena Avenue, Dixon, IL 61021 815-288-6231 / Fax 815-288-6277
Naperville: 1548 Bond St. Suite 105, Naperville, IL 60563 630-897-4105/ Fax 630-897-4121
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-003192

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
1		
2		
3		

ELGIN–OHARE EXPRESSWAY
STA. 1047+30.52 TO STA. 1039+50.79
COOK COUNTY, ILLINOIS
WA-1D-12-113
OWNER: SOO LINE RAILROAD COMPANY

CONTRACT NO. I-11-4014
DRAWING NO. 1 OF 1

NEW SHEET

DRAWN BY	DATE	02/27/2020	
CHECKED BY	DATE	02/27/2020	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE,
ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
1	03/18/2020	ADDENDUM NO 1

CONTRACT NO. I-19-4712

PLAT OF HIGHWAYS
WA-1D-12-113

SHT NO. ROW-14E
DRAWING NO. 28E OF 296

p:\benesch\use\benesch_local\Benesch_Projects\Documents\185680a\185955.001.4565h\Contract 2 - 529 - I-19-4712\Plats\Sht\4712A-ent-plat-19.dgn
DESIGN AGENCY: AMERICAN SURVEYING
4712A-sht-plat-19.dgn
38185

	UTILITY INFORMATION				STATUS OF UTILITIES								WORK ORDER/PERMITS									
					CROSSROAD OR PARALLEL UTILITY CONFLICT	EXISTING UTILITY CONFLICT SHOWN ON PLANS		EXISTING UTILITY CONFLICT SHOWN ON CROSS SECTIONS		TEMPORARY OR STAGE CONSTRUCTION		COMMENTS	TOLLWAY UTILITY JOB NUMBER	ORDER FOR UTILITY WORK AND PLANS APPROVED AND AVAILABLE	NO RELOCATION - WATCH AND PROTECT	RELOCATION BY UTILITY COMPANY REQUIRED FOR THIS CONTRACT			RELOCATION BY CONTRACTOR UNDER THIS CONTRACT	UTILITY SERVICE AGREEMENT PROCESSED	PERMIT OR AGREEMENT IN PLACE	SPECIAL REQUIREMENTS OR COMMENTS
	UTILITY COMPANY	UTILITY COMPANY ADDRESS	UTILITY COMPANY CONTACT PERSON	CONTACT PERSON TELEPHONE NUMBER	CROSSROAD (C), PARALLEL (P)	YES/NO	SHEET NO.	YES/NO	SHEET NO.	YES/NO	SHEET NO.	PROPOSED UTILITY RELOCATIONS ARE SHOWN ON PLANS INCLUDED AS PART OF THE UTILITY WORK ORDER AND SHALL BE MADE AVAILABLE TO THE CONTRACTOR. ONLY EXISTING UTILITY FACILITIES ARE SHOWN ON THE CONTRACT DRAWINGS.		YES/NO	YES/NO	YES/NO	ESTIMATED START OF RELOCATION	ESTIMATED COMPLETION OF RELOCATION	YES/NO	YES/NO	YES/NO	
ABOVE GROUND																						
ELECTRICAL	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-06	N	N/A	N	N/A	OVERHEAD ELECTRIC LINES ALONG NORTH SIDE OF GREEN STREET	EO-COMED-127	N	Y	N	N/A	N/A	N	N/A	N/A	NO RELOCATION. CONTRACTOR TO MAINTAIN APPROPRIATE CLEARANCES.
	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-02	N	N/A	N	N/A	OVERHEAD ELECTRICAL DISTRIBUTION LINES ALONG EAST SIDE OF UPRR TRACKS SOUTH OF FRANKLIN AVE	EO-COMED-190	IN PROGRESS	N	Y	APR 2020	AUG2020	N	N/A	Y	
	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-01 UT-02	N	N/A	N	N/A	OVERHEAD ELECTRICAL DISTRIBUTION LINES ALONG EAST SIDE OF UPRR TRACKS BETWEEN CPR AND I-294	EO-COMED-191	IN PROGRESS	N	Y	APR 2020	AUG2020	N	N/A	Y	
	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-02 UT-03	N	N/A	N	N/A	OVERHEAD ELECTRICAL DISTRIBUTION LINES ALONG CPR SPUR TRACK NORTH OF ADDISON AVE AND HEADING EAST	EO-COMED-193	IN PROGRESS	N	Y	APR 2020	AUG2020	N	N/A	Y	
	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-01 UT-02 UT-03	N	N/A	N	N/A	OVERHEAD ELECTRICAL DISTRIBUTION LINES ALONG CPR SPUR TRACK SOUTH OF ADDISON AVE AND HEADING EAST	EO-COMED-194	IN PROGRESS	N	Y	APR 2020	AUG2020	N	N/A	Y	
BELOW GROUND-DRY																						
ELECTRICAL	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-04 UT-05 UT-06	N	N/A	N	N/A	UNDERGROUND ELECTRIC LINES ALONG NORTH SIDE OF GREEN STREET	EO-COMED-127	N/A	Y	N	N/A	N/A	N	N/A	N/A	NO RELOCATION. CONTRACTOR TO MAINTAIN APPROPRIATE CLEARANCES.
	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-01	N	N/A	N	N/A	UNDERGROUND ELECTRIC LINES ALONG EAST SIDE OF UPRR TRACKS	EO-COMED-192	IN PROGRESS	N	Y	APR 2020	AUG2020	N	N/A	Y	
	COMED	ONE LINCOLN CENTRE SUITE 600 OAKBROOK TERRACE, IL 60181	SCOTT KERR	630-576-7624	P	Y	UT-04 UT-05 UT-06	N	N/A	N	N/A	UNDERGROUND ELECTRIC LINES ALONG NORTH SIDE OF GREEN STREET	4656-COMED-01	N/A	Y	N	N/A	N/A	N	N/A	N/A	NO RELOCATION. CONTRACTOR TO MAINTAIN APPROPRIATE CLEARANCES.
FIBER OPTIC	CENTURY LINK	1305 E ALGONQUIN RD ARLINGTON HEIGHTS, IL 60005	BEN PACOCHA	847-954-8250	P	Y	UT-01 UT-02	N	N/A	N	N/A	UNDERGROUND FIBER OPTIC LINE ALONG WEST SIDE OF UPRR TRACKS	EO-LEVEL-33	N/A	Y	N	N/A	N/A	N	N/A	N/A	NO RELOCATION. CONTRACTOR TO MAINTAIN APPROPRIATE CLEARANCES.
TELEPHONE	AT&T	1000 COMMERCE DRIVE OAK BROOK, IL 60523	ALEX BRYANT	630-573-6456	C	Y	UT-02 UT-03	N	N/A	N	N/A	UNDERGROUND TELEPHONE LINE ALONG NORTH SIDE OF ADDISON AVE	EO-ATT-173	IN PROGRESS	N	Y	MAY 2020	JUN 2020	N	N/A	Y	TO BE RETIRED WITHIN LIMITS OF CONTRACT BY OTHERS.
	AT&T	1000 COMMERCE DRIVE OAK BROOK, IL 60523	ALEX BRYANT	630-573-6456	C	Y	UT-02 UT-03	N	N/A	N	N/A	UNDERGROUND TELEPHONE LINE ALONG SOUTH SIDE OF ADDISON AVE	EO-ATT-173	N/A	Y	N	N/A	N/A	N	N/A	N/A	NO RELOCATION. CONTRACTOR TO MAINTAIN APPROPRIATE CLEARANCES.
	AT&T	1000 COMMERCE DRIVE OAK BROOK, IL 60523	ALEX BRYANT	630-573-6456	P	Y	UT-04 UT-05 UT-06	N	N/A	N	N/A	UNDERGROUND TELEPHONE LINES ALONG NORTH SIDE OF GREEN STREET	EO-ATT-97	N/A	Y	N	N/A	N/A	N	N/A	N/A	NO RELOCATION. CONTRACTOR TO MAINTAIN APPROPRIATE CLEARANCES.

Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4712

MEETING DATE/TIME: March 6, 2020 / 2:00 p.m.

CHAIRPERSON: Jordan Kim, Illinois Tollway

LOCATION: Tollway CA – Room 175

ISSUE DATE: March 18, 2020

PREPARED BY: Joann Majewski – Alfred Benesch & Co. (ABC)

DISTRIBUTE TO: Attendees per Sign-In Sheet (attached)

MEETING MINUTES

Item No.	*Item Description*	*Responsibility*	*Due Date*
1.0	**Welcome** Jordon Kim (JK) provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-19-4712, Elgin O'Hare Western Access Tollway (I-490), Advance Earthwork, drainage Construction and Railroad Spur Grading, Tri-State Tollway (I-294) to Green Street, Mile Post 00.10 to Mile Post 00.35, Sta. 1005+00.00 to Sta. 1017+50.00 WA (I-490) JK noted that the minutes to the meeting would be issued to all attendees and plan holders via addendum. The addendum will include other items which will be discussed. She also noted that questions asked in the meeting will be answered via addendum.	N/A	N/A
2.0	**Introductions**	N/A	N/A
	The meeting attendees introduced themselves.		
3.0	**Project Description**	N/A	N/A
	3.1 Frank Fratto (FF) provided an overview of the proposed improvements associated with Contract I-19-4712. The improvements include: • Union Pacific Railroad (UPRR) utility crossings • Canadian Pacific Railway (CPR) utility crossings, proposed industry track embankment and sub-ballast construction • Grade and maintain drainage on parcels north of Green Street • Grade I-490 embankment and ditch between UPRR and I-490 • Erosion control • Maintenance of Traffic		

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4712

MEETING DATE/TIME: March 6, 2020 / 2:00 p.m.

CHAIRPERSON: Jordan Kim, Illinois Tollway

PROJECT NO.: I-19-4712

Item No.	*Item Description*	*Responsibility*	*Due Date*
4.0	**Advertisement Schedule**	N/A	N/A
	4.1 The following milestones were reviewed and items requiring correction via addendum were highlighted: • Last Day for Bidder Questions – March 13, 2020 • Bid Opening – April 2, 2020		
5.0	**Compliance Goals**	N//A	N/A
	5.1 Tollway-Diversity reviewed the following goals established for Contract I-19-4712: • DBE Participation Goal – 23.0% • VOSB/SDVOSB Participation Goal – 2.5% • EEO Goal – Minority 19.6% • EEO Goal – Female 6.9%		
6.0	**Diversity**	N/A	N/A
	• Earned Credit Program Cap - $125,000		
7.0	**Project Schedule**	N/A	N/A
	• Anticipated Notice to Proceed – July 13, 2020 • Substantial Completion Date – May 1, 2021 • Contract Completion Date – June 1, 2021 • Interim Completion Date – Sept. 30, 2020		
8.0	**Special Items to Note**	N/A	N/A
	8.1 **Required Permits** The following items are to be secured by the contractor: • UPRR – Right of Entry Agreement • CPR – Right of Entry Agreement • FAA Section 7460 – Certification of Final Locations of Permitted Infrastructure • IEPA/NPDES – Storm Water Pollution Prevention Plan/Notice of Intent		
	8.2 **Coordination with Municipalities** Coordination efforts with the following municipalities are		

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4712

MEETING DATE/TIME: March 6, 2020 / 2:00 p.m.

CHAIRPERSON: Jordan Kim, Illinois Tollway

PROJECT NO.: I-19-4712

Item No.	*Item Description*	*Responsibility*	*Due Date*
	anticipated: • Village of Franklin Park • Village of Bensenville		
	8.3 **Coordination with Adjacent Contracts** Coordination efforts with the following adjacent contracts are anticipated: • Contract I-19-4715: Building removal including the building on Parcel WA-1D-12-048 for Aaron Equipment • Contract I-19-4716: Building removal – Concrete Specialties • Contract I-17-4339: I-294 Road and Bridge Widening and Reconstruction – Sta 1853+10.00 to Sta 1918+00.00		
9.0	**Revisions to Contract Documents/Addendums**	N/A	N/A
	9.1 Addendum 1 is anticipated to be released to bidders March 16, 2020 and will include the minutes of the pre-bid meeting, responses to plan holder questions and other miscellaneous items.		
10.0	**List of Bidder Questions** (submitted to date)	N/A	N/A
	10.1 The following question was received prior to the pre- bid meeting: **Question:** Can you please provide the Existing Surface, Proposed Top Surface, Proposed Subgrade Surface and Alignments in .XML format? ***Answer:*** The following .XML files have been posted to the online plan room: • 4712A-CPSpurSubbaallast.xml • 4712A-CPSpurSubgrade.xml • 4712A-E_FranklinSt.xml • 4712A-E_AddisonSt.xml • 4712A-E_UPRR_TRK1.xml • 4712A-E_UPRR_TRK2.xml • 4712A-P_CPtrack1.xml		

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4712

MEETING DATE/TIME: March 6, 2020 / 2:00 p.m.

CHAIRPERSON: Jordan Kim, Illinois Tollway

PROJECT NO.: I-19-4712

Item No.	*Item Description*	*Responsibility*	*Due Date*
	• 4712A-P_CPtrack2.xml • 4712A-P_I490.xml • 4712D-ex-north-tin.xml • 4712D-ex-south-tin.xml • 4712D-grd-north-grading.xml* • 4712D-grd-south-grading.xml* • 4712D-prop-north-tin.xml • 4712D-prop-south-tin.xml *File inadvertently posted to on-line plan room. Plan holders are to use 4712D-prop-north-tin.xml and 4712D-prop-south-tin.xml. 10.2 The following questions were received at the pre-bid meeting: **Question**: Do the areas designated as Non-Special Waste, Type 1, have to be hauled off the job site? **Response**: Non-Special Waste, Type 1, must be removed and disposed of off-site as specified in the Contract Special Provisions. **Question**: Does the Tollway have any other locations to be allowed to haul dirt to? **Response**: No. The bid proposal should be prepared accordingly. **Question**: Will we be allowed to leave any dirt here for future projects? **Response**: No; the earthwork in Contract I-19-4712 is balanced with the intent that there should not be excess usable material. The bid proposal should be prepared assuming there will be no stockpiling of excavated materials allowed.		

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4712

MEETING DATE/TIME: March 6, 2020 / 2:00 p.m.

CHAIRPERSON: Jordan Kim, Illinois Tollway

PROJECT NO.: I-19-4712

Item No.	*Item Description*	*Responsibility*	*Due Date*
	Question: Will we be allowed to classify soils types and if so, what is the process? **Response**: The Contract Special Provisions should be followed for soils management. **Question**: Can we leave hydro excavated material on-site from utility crossing excavation? **Response**: No, the utility crossings are on railroad property and no material may be left on railroad property. If the material meets the Contract Special Provisions for embankment, the material may be placed in the I-490 embankment within the limits of this contract.		

Please notify the preparer of any corrections and/or clarifications within 5 business days.

Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: **Optional Pre-Bid Meeting - Contract I-19-4712**
Elgin O'Hare Western Access Tollway (I-490)
Advance Earthwork, Drainage Construction & Railroad Spur Grading
Tri-State Tollway (I-294) to Green Street
Mile Post 00.10 to Mile Post 00.35
Sta 1005+00.00 to Sta 1017+50.00 WA (I-490)

MEETING DATE/TIME: March 6, 2020 @ 2:00 pm

CHAIRPERSON: Frank Fratto – Procurement – Contract Analyst

LOCATION: Illinois Tollway Central Administration Building Room 175

ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Eric Occomy	Chief of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4625	EOccomy@getipass.com
2.	Angela Arrington - Jones	Chief of Contract Compliance	Illinois Tollway/ Procurement	(630) 241-6800 x4615	AJones@getipass.com
3.	Brenda Chagoya	Deputy Chief of Procurement	Illinois Tollway/ Procurement	(630) 241-6800 x4610	BChagoya@getipass.com
4.	Laura Durkin	General Manager of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4802	LDurkin@getipass.com
5.	Donna Williams	Procurement and Construction Services Manager	Illinois Tollway/ Procurement	(630) 241-6800 x4626	DWilliams@getipass.com
6.	Sainey Jobe	Deputy Chief of Contract Compliance	Illinois Tollway/ Procurement	(630) 241-6800 x4619	SJobe@getipass.com
7.	Frank Fratto FF	Contract Analyst	Illinois Tollway/ Procurement	(630) 241-6800 x4634	FFratto@getipass.com
8.	Jordan Kim	Engineering/Project Manager	Illinois Tollway/ Engineering	(630) 241-6800 x4100	JKim@getipass.com
9.	Alicia Pitlik	Engineering/Project Manager	Illinois Tollway/ Engineering	(630) 241-6800 X6225	APitlik@getipass.com
10.	Michael Wicks	Engineering/Deputy Project Manager	Illinois Tollway/ Engineering	(630) 241-6800 x4927	MWicks@getipass.com
11.	Manar Nashif	Engineering/Deputy Chief	Illinois Tollway/ Engineering	(630) 241-6800	MNashif@getipass.com
12.	Larry Hatten	PCM PM	Knight	Larry.Hatten@jacobs.com	
13.	Ryan Thady	DSE	Benesch	312 890 3677	rthady@benesch.com
14.	JOHN MAJEWSKI	DSE	BENESCH	3125650450	jmajewski@benesch.com
15.	Jessica Spence	Compliance	TW		SSpence@getIpass.com
16.	Tammy R-McClinton	Contract Compli	TW		TReedMcClinton@getIpass.com
17.	Graciela Perez	contract compliance	Tollway	x1910	gperez2@getipass.com

Illinois Tollway

Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: **Optional Pre-Bid Meeting - Contract I-19-4712**
Elgin O'Hare Western Access Tollway (I-490)
Advance Earthwork, Drainage Construction & Railroad Spur Grading
Tri-State Tollway (I-294) to Green Street
Mile Post 00.10 to Mile Post 00.35
Sta 1005+00.00 to Sta 1017+50.00 WA (I-490)

MEETING DATE/TIME: March 6, 2020 @ 2:00 pm

	Name	Title	Company/ Organization	Phone Number	Email
18.	Patrick Gannon	Estimator	Plote Construction	847-628-6072	pgannon@plote.com
19.	Carlo Valenzano	Estimator	FitzPatrick	7734443474	CValenzano@FitzPatrickEn.
20.	Jeremy Smith	Sales	Vulcan	6308166700	jermyn1@vmcmail.com
21.	Tom Kaczmarski	SAM	BADGER	4082405901	tkaczmarski@badgerinc.com
22.	Mark Musgrave	Mgr	VMC	630 955-9500	MMusgrave@VMCmail.com
23.	Jeff Erikson	Sr Est	Walsh	312-656-4414	JErikson@walshgroup.com
24.	Nick Woolnick	Estimator	LCLIC	224-277-1032	n.woolnick@lcli.com
25.	James Gardner	PM	Martam	847-608-6800	robert@martam.com
26.	SARAH KUKUDLA	DCM	JACOBS	773 458 2864	sarah.kukudla@jacobs.com
27.	Jordan Kim	PM	PMO	x4100	jkim@getpmo.com
28.	~~Olivia Bittle~~		Tollway	~~x6225~~	op
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
37.					
38.					

Date: March 18, 2020

Questions pertaining to plan holders

Question No. 1.
Could you please ask the Tollway to re-post the following files for #4712 as they were corrupt….
4712D-grd-north-grading.xml
4712d-grd-south-grading.xml

Response No. 1
The two files were inadvertently included in the 4712 XML files. These 2 files are 2d files and are not needed in XML format. The files that should be used are the 4712D-prop-north-tin.xml and 4712D-prop-south-tin.xml which were already provided.

Question No. 2.
There is no line item for silt fence JS280050.

Response No. 2
Contract I-19-4712 does not have the pay item Silt Fence, (JS280050). There is a pay item for Super Silt Fence (JS2810100) in the contract.

TABLE OF CONTENTS

PART I: Instructions

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-19-4712

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, April 9, 2020, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for March 6, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2 PM.

The work to be done under this contract shall be started on or about July 13, 2020. All work under this Contract shall be completed by June 1, 2021.The location of work to be performed is on the Western Access Tollway (I-490) between Mile Post 00.10 and Mile Post 00.35 in Cook County, Illinois; and Green Street between County Line Road and Western Access Tollway (I-490) in Cook and DuPage Counties, Illinois. (Cook/DuPage). The work under this contract shall consist of: Union Pacific Railroad (UPRR) Utility Crossings; Canadian Pacific Railway (CPR) Industry Track Relocation; Grading and drainage for Green Street Properties (north of Franklin Avenue, west of UPRR); Grading for I-490; Maintenance of traffic operations for local roads; Erosion control measures and fencing for all properties included in the Contract; and Protection of existing utilities within the construction zones.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).
IDOT Prequalification required: Yes If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

Joint Ventures shall be limited to no more than three individually IDOT-pre-qualified members.

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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 jkim@getipass.com, to be received no later than 2:00 p.m. local time on March 13, 2020.

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

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

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

DATE: February 27, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-19-4712

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, April 2, 2020, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for March 6, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2 PM.

The work to be done under this contract shall be started on or about July 13, 2020. All work under this Contract shall be completed by June 1, 2021.The location of work to be performed is on the Western Access Tollway (I-490) between Mile Post 00.10 and Mile Post 00.35 in Cook County, Illinois; and Green Street between County Line Road and Western Access Tollway (I-490) in Cook and DuPage Counties, Illinois. (Cook/DuPage). The work under this contract shall consist of: Union Pacific Railroad (UPRR) Utility Crossings; Canadian Pacific Railway (CPR) Industry Track Relocation; Grading and drainage for Green Street Properties (north of Franklin Avenue, west of UPRR); Grading for I-490; Maintenance of traffic operations for local roads; Erosion control measures and fencing for all properties included in the Contract; and Protection of existing utilities within the construction zones.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).
IDOT Prequalification required: Yes If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

Joint Ventures shall be limited to no more than three individually IDOT-pre-qualified members.

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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 jkim@getipass.com, to be received no later than 2:00 p.m. local time on March 13, 2020.

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

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

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

DATE: February 27, 2020

Documents Required with the Bid

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

Required Documents	Reference Volume I	Comments and Important Information		Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more pages)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Disadvantaged Business Enterprise • **DBE 2026-Utilization Plan** • **DBE 2025 (s)** • **DBE 2023 if needed**	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. The DBE 2025 form should be submitted with the bid. See DBE Special Provision for additional information. If goal is 0% the forms are not required. See Separate Attachment		✓
Veteran Small Business Participation and Utilization • **VOSB 2026-Utilization Plan** • **VOSB 2025 (s)** • **VOSB 2023 if needed**	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. The VOSB 2025 form should be submitted with the bid. See Veterans Special Provision for additional information. If goal is 0% the form is not required. See Separate Attachment		✓
Equal Employment Opportunity EEO 1256	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.		✓
Optional Bid Credit Incentive Program Certificates	Section I #30 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 See Separate Attachment		✓
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, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.	✓
Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	

The Following Will Be Verified by the Tollway for the Low Apparent Bidder

Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.
Illinois Dept. of Human Rights	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner
State Board of Elections	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner

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

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

Agreement	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
Performance Bond	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
Payment Bond	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
Insurance	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners

Evidence of Tollway 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 Tollway Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation

If a Joint Venture, a copy of the executed Joint Venture Agreement between all partners that identifies the Managing Partner. Unless specifically directed otherwise in writing by the joint venture, the Managing Partner's FEIN will be used for payment and tax purposes

A completed W-9 form if this is the first time the company is conducting business with the Tollway as a Prime Contractor. Please refer to the following link for the most current IRS W-9 form: http://www.irs.gov/pub/irs-pdf/fw9.pdf

A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document.

As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database.

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 an 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 fringe benefits) in the locality (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 locality (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, 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 five (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 four (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. **QUALIFICATIONS OF BIDDER**

The Tollway follows the procurement rules set by the IDOT for the procurement of construction and professional services. The bidder must be prequalified by the IDOT if required by the solicitation. See Page A-1 to determine if IDOT Prequalification is required.

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

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

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

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

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

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

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

The Illinois Procurement Code provides, in part, that no person or business shall bid, offer, make a submission to a vendor portal, or enter into a contract under the code if the person or business assisted an employee of the State of Illinois, who, by the nature of his or her duties, has the Tollway to participate personally and substantially in the decision to award a State contract, by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance except as part of a publicly issued opportunity to review drafts of all or part of these documents. See certifications section of the contract for the required certifications prior to entering into a contract with the State of Illinois

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

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

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

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to 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.

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The bidder is required to acknowledge receipt of any addenda issued to the bidder by inserting the addendum number and the issuing date in the space provided in the solicitation.

15. **TOLLWAY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. ***RESERVED***

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

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

The schedule of prices is published in spreadsheet format only once when the contract is advertised and is published as a tool to assist bidders with preparation of their bid. Any revisions to the schedule of prices, including addenda, are the responsibility of the bidder and must be included in the bid. It is the bidder's responsibility to provide an accurate bid, which includes verification that the spreadsheet version of the schedule of prices 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.

22. **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.

23. **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 seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the seven (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 fourteen (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

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

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

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

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

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

Any bidder who bids on public contracts must register with the IDHR to be eligible to be awarded public contracts. Any bidder who registered previously but has a DHR number of 89999-00-0 or lower must re-register to maintain eligibility. Any IDHR number of 90000-00-0 or higher is valid for five (5) years from the date of issue. The IDHR website link is below.

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

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **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 CW individuals including minorities, women, ex-offenders and exonerated individuals, veterans and other traditionally underserved populations.

See the Operational Guide for CW 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

31. REPORTING OF COMMUNICATIONS WITH VENDORS

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

32. INITIAL CONTACT INFORMATION

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

33. WEB-BASED PROJECT MANAGEMENT

The 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.

34. SUBCONTRACTOR DISCLOSURE

The bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors that will be utilized in the performance of this contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this contract. The State may request updated information at any time. For purposes of this section, sub-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.

35. PROCUREMENT COMPLIANCE MONITORS

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

36. PUBLICITY

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

37. RESPONSIBLE BIDDER AFFIDAVIT

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

38. REPORT OF A CHANGE IN CIRCUMSTANCES

The Contractor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (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 twenty-one (21) days.

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

39. RECORD RETENTION AND AUDIT

The contractor shall maintain in the State of Illinois, for a minimum of five (5) 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 (5) year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The contractor shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the Tollway's Inspector General, Internal Audit or other Tollway agents at all reasonable times and without prior notice.

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

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

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

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

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

40. INSPECTOR GENERAL

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

41. ACCEPTANCE OF SCANNED SIGNATURES

Unless otherwise specified, the parties agree that 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.

42. 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
Disadvantaged Business Enterprise DBE 2026, 2025 and DBE 2023 (if required)	Return with bid
Veteran Small Business Participation VOSB 2026, 2025 and VOSB 2023 (if required)	Return with bid
Equal Employment Opportunity Program	Return with bid
Bid Credit Program, if applicable	Return with bid
I.D.O.T. Certificate of Eligibility (if required)	Return with bid
Affidavit	Return with bid
Responsible Bidder Affidavit	Return with bid
Bidder Preferences	Return with Bid
Bidder List of Individual Contacts	Return with bid
Plant and Equipment Questionnaire	Return with bid
Illinois Tollway Standard Terms and Conditions	Return with bid
Secretary of State Certificate of Good Standing	Will be verified by the Tollway
State Board of Elections	Will be verified by the Tollway
Illinois Department of Human Rights	Will be verified by the Tollway

Cook County Prevailing Wage Rates posted on 5/18/2020

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION ELECTRICIAN	All	BLD		44.86	47.66	1.5	1.5	2.0	2.0	10.22	13.48	1.25	1.15	0.07
ELECTRIC PWR EQMT OP	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRIC PWR GRNDMAN	All	ALL		41.65	58.40	1.5	1.5	2.0	2.0	9.64	13.82	0.00	2.65	
ELECTRIC PWR LINEMAN	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRICIAN	All	ALL		49.35	52.35	1.5	1.5	2.0	2.0	15.69	17.02	1.25	1.48	0.40
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	All	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	All	ALL		50.63	52.63	2.0	2.0	2.0	2.0	14.65	23.78	0.00	0.44	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	

OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	6	38.00	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
ORNAMENTAL IRON WORKER	All	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25	
PAINTER	All	ALL		47.30	53.21	1.5	1.5	1.5	2.0	12.01	12.74	0.00	1.87	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	
SHEETMETAL WORKER	All	BLD		45.50	49.14	1.5	1.5	2.0	2.0	11.70	25.58	0.00	0.86	
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.40	3.75	0.00	0.00	
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65	
STEEL ERECTOR	All	ALL		42.07	44.07	2.0	2.0	2.0	2.0	13.45	19.59	0.00	0.35	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30	
TRUCK DRIVER	E	ALL	1	36.45	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	E	ALL	2	36.70	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	E	ALL	3	36.90	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	E	ALL	4	37.10	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	W	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	

TRUCK DRIVER	W	ALL	2	37.51	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	3	37.71	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	4	37.91	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F 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.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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".

DuPage County Prevailing Wage Rates posted on 5/18/2020

						Overtime								
Trade Title	**Rg**	**Type**	**C**	**Base**	**Foreman**	**M-F**	**Sa**	**Su**	**Hol**	**H/W**	**Pension**	**Vac**	**Trng**	**Other Ins**
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION TECHNICIAN	All	BLD		34.25	37.05	1.5	1.5	2.0	2.0	12.35	21.78	2.21	0.68	
ELECTRIC PWR EQMT OP	All	ALL		43.71	59.52	1.5	1.5	2.0	2.0	6.00	13.55	0.00	0.77	1.31
ELECTRIC PWR EQMT OP	All	HWY		41.45	56.38	1.5	1.5	2.0	2.0	5.50	12.87	0.00	0.73	
ELECTRIC PWR GRNDMAN	All	ALL		33.69	59.52	1.5	1.5	2.0	2.0	6.00	10.44	0.00	0.59	1.01
ELECTRIC PWR GRNDMAN	All	HWY		32.00	56.38	1.5	1.5	2.0	2.0	5.50	9.92	0.00	0.66	
ELECTRIC PWR LINEMAN	All	ALL		52.44	59.52	1.5	1.5	2.0	2.0	6.00	16.27	0.00	0.93	1.58
ELECTRIC PWR LINEMAN	All	HWY		49.67	56.38	1.5	1.5	2.0	2.0	5.50	15.40	0.00	0.88	
ELECTRIC PWR TRK DRV	All	ALL		34.90	59.52	1.5	1.5	2.0	2.0	6.00	10.83	0.00	0.62	1.05
ELECTRIC PWR TRK DRV	All	HWY		33.14	56.38	1.5	1.5	2.0	2.0	5.50	10.29	0.00	0.59	
ELECTRICIAN	All	BLD		41.00	45.00	1.5	1.5	2.0	2.0	12.35	24.58	5.72	0.75	
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	NE	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
FENCE ERECTOR	W	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	E	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
IRON WORKER	W	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	

MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT		38.00	38.00	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
ORNAMENTAL IRON WORKER	E	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
PAINTER	All	ALL		47.30	49.30	1.5	1.5	1.5	2.0	12.43	8.65	0.00	1.45	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		46.75	49.56	1.5	1.5	2.0	2.0	10.85	19.01	0.00	0.95	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	
SHEETMETAL WORKER	All	BLD		49.07	51.52	1.5	1.5	2.0	2.0	10.85	17.51	0.00	0.96	2.32
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65	
STEEL ERECTOR	E	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
STEEL ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30	
TRUCK DRIVER	All	ALL	1	37.61	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TRUCK DRIVER	All	ALL	2	37.76	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	

TRUCK DRIVER	All	ALL	3	37.96	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TRUCK DRIVER	All	ALL	4	38.16	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

Legend
Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F 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.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

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 Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-

Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

CONTRACT NO. I-19-4712

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, April 9, 2020 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Advance Earthwork, drainage, construction and railroad spur grading.

The services will be performed within the: Western Access Tollway (I-490) from the Tri-State Tollway (I-294) to Green Street mile post 00.10 to mile post 00.35 in Cook and DuPage Counties, Illinois.

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

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

Addendum No. 1 Date 3/18/2020
Addendum No. 2 Date 3/25/2020
Addendum No. 3 Date 3/26/2020 /4/1/2020
Addendum No. 4 Date 3/31/2020
5 4/2/2020
5 rev 4/3/2020

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 Tollway 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 Tollway for $ 5% Total Bid , with a corporate surety authorized to do business in the State of Illinois.

In the event that this bid shall be accepted by The Illinois State Toll Highway Authority, and the undersigned should fail to execute a contract with and furnish the security required by the Tollway, 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 Tollway, or if a bid bond has been submitted, the principal amount of said bid bond shall become immediately due and payable to the Tollway; otherwise the Bid Guarantee 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 Authority **Contract I-19-4712,** 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 I.D.O.T. Standard Specifications and the Tollway Supplemental 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 Tollway and included in the contract documents, with a corporate surety acceptable to the Tollway and authorized to do business in the State of Illinois, conditioned as stated in said bonds.

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

Unless otherwise specified, a current IDOT "Certificate of Eligibility" shall be included with this bid, or shall be submitted within twenty-four (24) hours after the bid opening. **Failure to meet this requirement shall be grounds for rejection of the bid, per Article 102.13 of the Tollway Supplemental Specifications.**

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

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

The undersigned is (check one)
an individual ☐
a Partnership ☐
a Corporation ☑ under the laws of the State of Illinois

having principal office at 929 W Adams St., Chicago, IL 60607 and has furnished to the Tollway the necessary evidence of Tollway to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 2 day of April, 2020, by its President, thereunto duly authorized.

[redacted] (SEAL)

[redacted] (SEAL)

Affix Corporate Seal BY:

or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

Name	Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name	Address

INCORPORATED:

Sean C Walsh President	929 W Adams St., Chicago, IL 60607 Address
Steven G Kehle Vice-President	929 W Adams St., Chicago, IL 60607 Address
Brian R Walsh Secretary	929 W Adams St., Chicago, IL 60607 Address
Timothy S Gerken Treasurer	929 W Adams St., Chicago, IL 60607 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 $**125,000.00**. 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-19-4712 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
& RAILROAD SPUR GRADING
TRI-STATE TOLLWAY (I-294) TO GREEN STREET
MILEPOST 00.10 TO MILEPOST 00.35
STA 1005+00.00 TO STA 1017+50.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	440	$16.00	$7,040.00
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	144	$24.00	$3,456.00
*	20100500	TREE REMOVAL, ACRES	ACRE	0.50	$12,000.00	$6,000.00
*	20200100	EARTH EXCAVATION	CU YD	150,560	$13.67	$2,058,155.20
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	985	$4.00	$3,940.00
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	2,945	$4.00	$11,780.00
	25100630	EROSION CONTROL BLANKET	SQ YD	139,220	$0.63	$87,708.60
	25100635	HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	18,691	$1.20	$22,429.20
	44000100	PAVEMENT REMOVAL	SQ YD	18	$28.80	$518.40
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	16	$10.71	$171.36
	44000600	SIDEWALK REMOVAL	SQ FT	94	$15.13	$1,422.22
	54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	4	$1,140.00	$4,560.00
	54248510	CONCRETE COLLAR	CU YD	2	$1,584.00	$3,168.00
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	251	$89.40	$22,439.40

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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WESTERN ACCESS TOLLWAY (I-490)
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& RAILROAD SPUR GRADING
TRI-STATE TOLLWAY (I-294) TO GREEN STREET
MILEPOST 00.10 TO MILEPOST 00.35
STA 1005+00.00 TO STA 1017+50.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	1,346	$114.55	$154,184.30
	550A0510	STORM SEWERS, CLASS A, TYPE 2 66"	FOOT	792	$298.50	$236,412.00
	55100500	STORM SEWER REMOVAL 12"	FOOT	129	$24.50	$3,160.50
	55100700	STORM SEWER REMOVAL 15"	FOOT	147	$39.05	$5,740.35
	55101200	STORM SEWER REMOVAL 24"	FOOT	289	$30.85	$8,915.65
	55101600	STORM SEWER REMOVAL 36"	FOOT	539	$40.10	$21,613.90
	55101900	STORM SEWER REMOVAL 48"	FOOT	406	$49.90	$20,259.40
	55102100	STORM SEWER REMOVAL 60"	FOOT	28	$148.95	$4,170.60
	55102200	STORM SEWER REMOVAL 66"	FOOT	38	$158.70	$6,030.60
	56100900	WATER MAIN 12"	FOOT	265	$155.40	$41,181.00
	56105200	WATER VALVES 12"	EACH	3	$2,978.00	$8,934.00
	56400600	FIRE HYDRANTS	EACH	1	$1,818.00	$1,818.00
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	9	$4,444.00	$39,996.00
	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	$5,860.00	$23,440.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
& RAILROAD SPUR GRADING
TRI-STATE TOLLWAY (I-294) TO GREEN STREET
MILEPOST 00.10 TO MILEPOST 00.35
STA 1005+00.00 TO STA 1017+50.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	60223810	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	$5,744.00	$5,744.00
	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$10,289.00	$10,289.00
	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	$15,095.00	$30,190.00
	60224469	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$20,582.00	$20,582.00
	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	$2,984.00	$8,952.00
	60500040	REMOVING MANHOLES	EACH	3	$90.00	$270.00
	60500050	REMOVING CATCH BASINS	EACH	8	$34.00	$272.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	42	$51.25	$2,152.50
	61000050	CONCRETE THRUST BLOCKS	EACH	1	$1,208.00	$1,208.00
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	49	$0.01	$0.49
*	66901006	REGULATED SUBSTANCES MONITORING	CAL DA	115	$0.01	$1.15
*	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1	$3,334.00	$3,334.00
*	X0322918	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	EACH	4	$6,276.00	$25,104.00
*	X0325003	REMOVE EXISTING VALVE AND VAULT	EACH	2	$1,772.00	$3,544.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
& RAILROAD SPUR GRADING
TRI-STATE TOLLWAY (I-294) TO GREEN STREET
MILEPOST 00.10 TO MILEPOST 00.35
STA 1005+00.00 TO STA 1017+50.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0326713	SANITARY SEWER CONNECTION	EACH	2	$634.00	$1,268.00
*	X0327078	REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	EACH	1	$910.00	$910.00
*	X0327369	SANITARY SEWER, DUCTILE IRON, 10"	FOOT	25	$266.60	$6,665.00
*	X0327651	WATER MAIN IN CASING, 12"	FOOT	50	$287.15	$14,357.50
*	X0487700	SANITARY SEWER REMOVAL 10"	FOOT	115	$36.60	$4,209.00
*	X1200033	SANITARY SEWER IN CASING PIPE, 10"	FOOT	51	$259.35	$13,226.85
*	X1200098	SMOOTH STEEL PIPE CULVERTS, 24"	FOOT	26	$151.85	$3,948.10
*	X5420672	PIPE CULVERTS TO BE CLEANED 72"	FOOT	229	$52.00	$11,908.00
*	X5509900	ABANDON AND FILL EXISTING STORM SEWER	FOOT	289	$108.40	$31,327.60
*	X5538800	STORM SEWERS TO BE CLEANED 48"	FOOT	56	$25.00	$1,400.00
*	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	3	$3,998.00	$11,994.00
*	X6022110	MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	$14,832.00	$44,496.00
*	X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	$3,292.00	$6,584.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$8,500.00	$8,500.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	Z0057000	SANITARY SEWER 10"	FOOT	27	$143.00	$3,861.00
*	Z0067600	STEEL CASINGS 18"	FOOT	51	$245.90	$12,540.90
*	Z0067900	STEEL CASINGS 24"	FOOT	50	$242.40	$12,120.00
*	Z0068300	STEEL CASINGS 36"	FOOT	53	$361.50	$19,159.50
*	Z0068426	STEEL CASINGS 66"	FOOT	70	$767.05	$53,693.50
*	Z0069800	SUB-BALLAST	TON	1,971	$23.83	$46,968.93
*	JA000270	STEEL CASING PIPE, 60"	FOOT	97	$1,017.90	$98,736.30
*	JA000295	STEEL CASING PIPE, BORE AND JACK, 60"	FOOT	205	$946.04	$193,938.20
*	JA000410	REMOVAL OF EXISTING WATER MAIN, 12"	FOOT	271	$36.45	$9,877.95
*	JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	960	$32.77	$31,459.20
*	JI211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	5,230	$15.94	$83,366.20
*	JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100	$0.01	$1.00
*	JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100	$0.01	$1.00
*	JI602791	JUNCTION CHAMBER, LOCATION 1	EACH	1	$14,095.00	$14,095.00
*	JI602792	JUNCTION CHAMBER, LOCATION 2	EACH	1	$43,441.10	$43,441.10

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4712
WESTERN ACCESS TOLLWAY (I-490)
ADVANCE EARTHWORK, DRAINAGE CONSTRUCTION
& RAILROAD SPUR GRADING
TRI-STATE TOLLWAY (I-294) TO GREEN STREET
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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	9,171	$15.17	$139,124.07
*	JI664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	18	$435.08	$7,831.44
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	13	$435.07	$5,655.91
*	JI664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	3	$435.07	$1,305.21
*	JI664400	RIGHT OF WAY FENCE REMOVAL	FOOT	2,137	$5.82	$12,437.34
*	JI999706	STEEL CASING PIPE, BORED AND JACKED, 24"	FOOT	42	$597.33	$25,087.86
**	JS107360	DUST CONTROL WATERING	UNIT	5,571	$0.01	$55.71
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	1,221	$0.01	$12.21
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	25	$0.01	$0.25
**	JS280051	RE-ERECT SILT FENCE	FOOT	3,091	$5.00	$15,455.00
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,000	$0.01	$10.00
**	JS280100	SUPER SILT FENCE	FOOT	12,363	$8.00	$98,904.00
**	JS280140	TEMPORARY RIPRAP	TON	243	$83.51	$20,292.93
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	4	$400.00	$1,600.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	4	$150.00	$600.00
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	1	$150.00	$150.00
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	1,229	$12.00	$14,748.00
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	12	$2,484.53	$29,814.36
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	$468,000.00	$468,000.00
*	JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	51,374	$38.27	$1,966,082.98
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	1.00	$2,900.00	$2,900.00
*	JT250442	SEEDING, CLASS 4F NATIVE GRASS LOW PROFILE MIX (SPECIAL)	ACRE	31.75	$1,098.00	$34,861.50
*	JT545036	STEEL CASING PIPE, BORE AND JACK, 36"	FOOT	58	$746.32	$43,286.56
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1	$0.01	$0.01
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1	$0.01	$0.01
*	JT900518	EMBANKMENT MODIFICATION	SQ YD	19,981	$5.14	$102,702.34
*	JT901101	DEWATERING	CAL MO	7	$1,205.30	$8,437.10
					TOTAL AMOUNT OF CORE WORK	6,703,696.44

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	25,000	$1.00	$25,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	25,000	$1.00	$25,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	$1.00	$20,000.00
*	JT154051	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL	UNIT	200,000	$1.00	$200,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	$1.00	$25,000.00
*	JT154103	ALLOWANCE FOR RAILROAD FLAGGING AND SERVICES	UNIT	700,000	$1.00	$700,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	$171,000.00	$171,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (2) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	VEH/DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (2) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01(b)(5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(7,500.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOUR		15.00	
INCENTIVES						
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						1,166,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						7,869,696.44
ECP BID CREDIT						60,000.00
AWARD CRITERIA						7,809,696.44

S.P. COLUMN LEGEND

*	INDICATES SPECIAL PROVISION
**	INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
***	INDICATES IDOT RECURRING SPECIAL PROVISION
BDE	INDICATES IDOT BDE SPECIAL PROVISION
GBSP	INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISION
D1	INDICATES IDOT DISTRICT 1 SPECIAL PROVISION

Note 1: The deduction will be according to Article 280.02(2)(1) Table A. The Contractor should leave the unit price value blank.

Note 2: The deduction will be according to S.P. 115.5. The Contractor should leave the unit price value blank.

Note 3: The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.

No. 00740

Illinois State Toll Highway Authority

This Certifies that Walsh Construction Co. has earned a total of $223,970.98 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 6-November-2019

Illinois Tollway

The owner of this certificate # 00740 **is tendering $** 10,000.00 **credits for use on bid for contract #** I-19-4712 **on (date)** 4/9/2020 **. I understand that any credits not utilized for a winning bid will be returned.**

Signed: [redacted]

No. 00633

Illinois State Toll Highway Authority

This Certifies that Industrial Fence Co. has earned a total of $201,990.84 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 15-March-2019

Illinois Tollway

The owner of this certificate # 00633 is tendering $ 50,000.00 credits for use on bid for contract # I-19-4712 on (date) 04/08/2020. I understand that any credits not utilized for a winning bid will be returned.

Signed: [redacted]

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Walsh Construction Company II, LLC
929 W. Adams Street
Chicago, IL 60607

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Illinois State Toll Highway Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

BOND AMOUNT: $ Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Contract I-19-4712
Western Access Tollway (I-490)
Advance Earthwork, Drainage Construction and Railroad Spur Grading
Tri-State Tollway (I-294) to Green Street
Mile Post 00.10 to Mile Post 00.35

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:
(1919561577)

Signed and sealed this 2 day of April, 2020

[redacted]

(Witness) Mia Espinosa

Walsh Construction Company II, LLC

(Contractor as Principal) (Seal)

[redacted]

(Title) Sean C. Walsh, President

[redacted]

(Witness) John Pirra

Travelers Casualty and Surety Company of America

(Surety) (Seal)

[redacted]

(Title) Jodi Wallace, Attorney-in-Fact

Init.

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User Notes:

(1919561577)

State of Illinois
County of Cook

On this 2 day of April, 2020, before me personally appeared Jodi Wallace, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,** the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

[redacted]

Sheryl Solomon

OFFICIAL SEAL
SHERYL SOLOMON
NOTARY PUBLIC, STATE OF ILLINOIS
DU PAGE COUNTY
MY COMMISSION EXPIRES 07/12/2023

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jodi Wallace** of **Chicago, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory inthe nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: [redacted]
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

[redacted]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2 day of April , 2020

[redacted]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

FINANCIAL DISCLOSURES AND CERTIFICATIONS

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

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

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

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO: I-19-4712
(Enter Tollway Contract Number)

SUBMITTING BIDDER: Walsh Construction Company II, LLC
(Enter Name of Firm)

ADDRESS: 929 W Adams Street

Chicago, IL 60607

STATE OF ILLINOIS)
) **SS**
COUNTY OF Cook)

The Affiant, Sean C Walsh, being first duly sworn, upon oath deposes and says:

1. That the Affiant is President of Walsh Construction Company II, LLC who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as I-19-4712 *(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.

[redacted]

SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN BEFORE ME THIS 2 **DAY OF** April, 20 20 .

[redacted]

NOTARY PUBLIC

Official Seal
Diana L Meziere
Notary Public, State of Illinois
My Commission Expires
12/09/2020

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

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

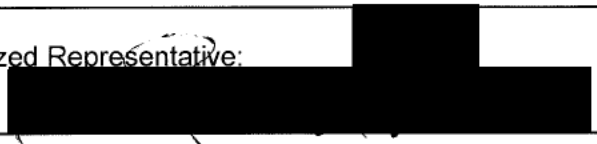
Does bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated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

None

Signature of Authorized Representative:



Printed Name of Authorized Representative:

Sean C Walsh

Vendor Name:

Walsh Construction Company II, LLC

Date:

4/2/2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4712

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.

ITEM	INDIVIDUAL	TELEPHONE NO.	E-MAIL
Schedule of Prices	Steven G Kehle David Shier	312-563-5400	sgkehle@walshgroup.com dshier@walshgroup.com
Bid Guaranty	Steven G Kehle David Shier	312-563-5400	sgkehle@walshgroup.com dshier@walshgroup.com
DBE 2026	David Shier	312-563-5400	dshier@walshgroup.com
EEO Program	David Shier	312-563-5400	dshier@walshgroup.com
VOSB 2026	David Shier	312-563-5400	dshier@walshgroup.com
Financial Disclosures Forms A or Forms B	Timothy S Gerken	312-563-5400	tgerken@walshgroup.com
IDOT Certificate of Eligibility	David Shier	312-563-5400	dshier@walshgroup.com
Non-Collusion Affidavit – Page R-4	David Shier	312-563-5400	dshier@walshgroup.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-19-4712

AFFIDAVIT

State of Illinois)
) SS
County of Cook)

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

That his/~~her~~ name is Sean C Walsh, and he/~~she~~ resides at 5000 Grand Avenue, Willow Springs, IL 60558, and his/~~her~~ office is at 929 W Adams St., Chicago, IL 60607, That he/~~she~~ makes, and is authorized to make this affidavit on behalf of Walsh Construction Company II, LLC, a
(Name of Corporation, Partnership, etc.)

Limited Liability Company, 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 Authority System, described in **Contract no. I-19-4712** 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 2 day of April, 2020,

[redacted]
(Notary Public)

My Commission Expires: 12/9/2020

Official Seal
Diana L Meziere
Notary Public, State of Illinois
My Commission Expires
12/09/2020

CONTRACT NO. I-19-4712

PLANT AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantee's the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. KEY PERSONNEL

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

(USE BLACK INK ONLY)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
Steven G Kehle	Sr. Business Group LDR	General Supervision	34	37
David Shier	Business Group LDR	Supervision	17	37
Phillip Griffith	Sr. Project Manager	Supervision	15	21
William Robida	Sr. Superentendent	Concrete Supervision	17	41
Rocky Bellis	Sr. Superentendent	Concrete Supervision	24	35

CONTRACT NO. I-19-4712

PLANT AND EQUIPMENT QUESTIONNAIRE

2) The information furnished in these equipment lists 2a, 2b and 2c will be used to evaluate the bidders' understanding of this project as well as the bidder's capacity to carry out the project.

2a) EQUIPMENT OWNED

List the equipment which you now own that will be utilized on this contract, if awarded to you.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	YOUR I.D. NO. OR CODE
		PLEASE SEE ATTACHED			

WALSH GROUP EQUIPMENT FLEET

All assets are owned and in work ready condition; As of Jan 2, 2020
Fleet Replacement Value is $448M

Asset Type	Asset Description	Equipment Count	Average Age
Arrow/Message Boards		60	3.0
	Message Sign	66	5.8
	Tow Behind	81	4.8
Arrow/Message Boards Total		207	4.6
Attachments		2	4.1
	Asphalt Planer	3	4.3
	Buckets	416	5.2
	Compaction Wheels	10	9.9
	Crane	1016	5.5
	Forks	189	5.5
	Grapples	7	11.0
	Hoe Rams/Breakers/Hammers	51	4.2
	Material Handling Arms	127	6.7
	Misc Attachments	16	5.0
	Plate Compactors	4	5.9
	Pulverizers	7	7.9
	Rakes	3	15.4
	Ripper Tooth Attachments	13	10.4
	Slopeboard	1	5.0
	Thumbs	7	4.8
Attachments Total		1872	5.6
ATV/Buggies		6	2.5
	ATV	33	4.0
	Power Buggies	2	3.5
ATV/Buggies Total		41	3.7
Cargo Boxes/Utility Trailers		96	3.7
	Boat Trailers	10	5.6
	CAR HAULER TRAILERS	8	5.2
	Cement Storage Trailers	31	11.2
	Container Boxes	1010	11.3
	FLATBED SEMI TRAILERS/STEPDECK TRAILERS	36	12.0
	LOWBOY SEMI TRAILERS	14	11.3
	MISC TRAILERS	170	7.4
	PROFILOGRAPH TRAILERS	10	10.9
	TAG TRAILER FLAT BEDS	77	8.8
	TAG TRAILER LUBE BEDS	9	11.7
	TRAILER STORAGE	15	11.1
	Hydraulic Platform Trailers	1	0.3
Cargo Boxes/Utility Trailers Total		1487	10.1
Clamshell Buckets	CLAMSHELL BUCKETS	14	12.3
Clamshell Buckets Total		14	12.3
Compactors	Ride-On / Self Propelled	76	5.5
	Trench Roller	46	6.1
	Walk-behind	6	6.0
Compactors Total		128	5.7
Compressors		1	2.7
	1100 CFM	1	9.6
	1600 CFM	1	19.8
	185 CFM	153	7.1
	250 CFM	1	3.1
	375 CFM	12	10.2
	390 CFM	2	6.1
	525 CFM	1	16.6
	600 CFM	7	13.1
	750 CFM	1	0.1

Asset Type	Asset Description	Equipment Count	Average Age
Compressors Total		180	7.6
Concrete Plants	Chiller Units	8	8.2
	Single Drum	8	11.8
Concrete Plants Total		16	10.0
Concrete Pumps	Accessories	29	10.2
	Placing Booms	7	8.4
	Stationary Pumps	5	5.0
	Tow Behind Grout Pumps	11	8.2
	Trailer Pumps	6	5.5
	Trucked Mounted Pumps	2	12.9
Concrete Pumps Total		60	8.8
Cranes	Boom Trucks	1	13.4
	Crawler	56	10.5
	Derrick - Misc	2	5.4
	Industrial Hydraulic (Carry Deck)	2	10.0
	Liebherr Climbing Cages 420/550/630	3	16.4
	Ringers	5	9.6
	Rough Terrain	57	9.8
	Telescoping Crawler	3	1.3
	Tower	8	12.7
	Travel Lift	9	4.6
Cranes Total		146	9.8
Crushers/Conveyors		1	0.3
	Ground Conveyors	1	21.7
	Horizontal Impact Crushers	1	6.8
	Jaw Crushers	1	9.0
	Radial Conveyors	2	9.9
	Screen	2	7.7
Crushers/Conveyors Total		8	9.1
Deep Foundation Piling Equipment	Impact Pile Hammers	19	7.9
	Misc Attachments	20	12.0
	Vibratory Driver Extractors	35	9.6
Deep Foundation Piling Equipment Total		74	9.7
Diesel Generators		10	2.7
	125 KW	9	3.2
	20 - 30 KW	32	4.2
	250 KW	2	11.7
	50 KW	7	5.6
	575 KW	3	11.8
	65 KW	2	7.2
	680 KW	3	8.8
	70 KW	5	7.0
Diesel Generators Total		73	5.0
Dozers	0 - 16K lbs (Cat D3, JD 450)	10	6.8
	16K - 18K lbs (JD 550)	20	2.8
	18K - 30K lbs (Cat D5, JD 650/700)	22	4.6
	32K - 46K lbs (Cat D6N, JD 750/850)	17	4.7
	32K - 46K lbs 160-190HP (Cat D6R)	15	4.0
Dozers Total		84	4.3
Drills		2	4.5
	Auger Drills	7	10.8
	Caissons	31	7.5
	Drill Tools	258	5.0
	Pneumatic Drills	52	6.8
	Tie Back Rigs	2	11.2
Drills Total		352	6.0
Excavators/Combinations	Backhoe Loaders	40	4.4
	Track Excavators	168	4.2
	Wheel Excavators	5	3.1
Excavators/Combinations Total		213	4.2
Forklifts	Straight Mast Fork Trucks	15	7.3
	Telescopic Rough Terrain Forklifts	49	4.3
	Walk Behind Stackers	2	2.6

Asset Type	Asset Description	Equipment Count	Average Age
Forklifts Total		66	5.0
Haul Trucks	30 Ton Artic	4	4.7
Haul Trucks Total		4	4.7
Heaters		4	5.0
	Ground Heaters	16	7.1
	Heating Furnaces (Kerosene & Electricity)	17	6.1
Heaters Total		37	6.5
Light Plants		67	4.4
	4000W	152	5.8
	6000W	84	3.3
Light Plants Total		303	4.8
Loaders	Skid Steer Loaders	43	2.8
	Track Loaders	1	2.8
	Wheel	112	4.3
Loaders Total		156	3.8
Machine Control/Survey Equipment		13	2.6
	Base Station	41	9.9
	Data Collectors	97	7.6
	GPS Machine Control System	67	6.6
	Laser Equipment	2	1.8
	Leveling Equipment	9	3.4
	Misc	22	9.4
	Rover Pack	62	8.1
	Total Station	63	8.6
Machine Control/Survey Equipment Total		376	7.5
Manlifts/Scissors Lifts		5	1.9
	4WD Manlifts	11	7.3
	4WD Scissors Lifts	19	5.7
	Man Basket	27	7.7
	Stripping Buggy	9	8.1
Manlifts/Scissors Lifts Total		71	6.7
Marine		3	3.9
	Barges	6	9.1
	Boats	39	8.3
	Component	45	3.8
	Deck Winch	4	7.4
	Ringer Barges	36	9.6
	Sectional Barges	169	11.4
Marine Total		302	9.5
Minor Equipment		30	3.7
	PIPE TUGGERS	1	21.2
	Saws	15	4.8
	Scabblers	1	2.9
	Screeds	8	13.0
	Trenchers	1	11.8
Minor Equipment Total		56	5.8
Mixers	PORTABLE MIXERS	2	14.6
Mixers Total		2	14.6
Motor Graders	135 - 155 HP (Cat 12 H, Cat 135H)	2	3.0
	148 - 185 HP (Cat 140H, Volvo G-710B)	7	6.3
	198 - 235 HP (Volvo G-726B)	1	6.6
Motor Graders Total		10	5.6
Office Trailers		5	2.8
	10' X 50'	1	1.6
	12' X 30'	2	14.3
	12' X 40'	1	13.8
	12' X 50'	2	15.7
	12' X 60'	23	15.9
	14' X 30'	1	16.1
	14' X 50'	1	14.1
	14' X 60'	2	16.9
	14' X 70'	2	6.6
	14' X 76'	2	5.8

Asset Type	Asset Description	Equipment Count	Average Age
	24' X 50'	1	9.6
	24' X 60'	20	9.9
	24' X 64'	1	13.4
	24' X 70'	1	5.1
	28' X 70'	1	14.9
	36' X 60'	2	2.4
	48' X 60'	1	13.2
	8' X 20'	10	3.3
	8' X 30'	3	11.5
	8' X 32'	1	19.9
	8' X 36'	1	16.3
Office Trailers Total		84	10.8
Pavers	Asphalt Pavers	1	6.4
	Barrier Wall Pavers (Miller 8100/8800)	8	13.5
	Bridge Deck Finishers	25	12.6
	Concrete Pavers (Gomaco 2800/6300)	19	10.9
	Paving Attachments	23	9.2
	Placers	3	9.4
	Placers/Spreaders	10	12.9
	Profilers/Millers	2	10.5
	Profilographs	7	10.7
	Road Wideners	4	14.2
	Soil Stabilizer	2	17.7
	Stationary Drive Over Truck Unloader	1	9.6
	Texture Cure Machines	13	11.4
	Trimmers/Placers/Spreaders	15	10.1
	Triple Tube Paver	11	5.3
Pavers Total		144	10.8
Plate Compactors	>15,000 lbs (Force)	1	1.7
	0 - 1,000 lbs (Force)	4	3.2
	10,001 - 11,000 lbs (Force)	3	3.0
	11,001 - 12,000 lbs (Force)	1	9.1
	12,001 - 13,000 lbs (Force)	7	5.0
	14,001 - 15,000 lbs (Force)	10	2.6
	8,001 - 9,000 lbs (Force)	3	4.1
	9,001 - 10,000 lbs (Force)	2	5.3
Plate Compactors Total		31	3.7
Scales	80 TON TRUCK SCALES	3	17.8
Scales Total		3	17.8
Scrapers	Non-Motorized	2	1.8
Scrapers Total		2	1.8
Sweepers/Motorized Attachments		4	4.9
	Broom Sweepers	40	7.0
	Sweeper Attachment	21	3.9
Sweepers/Motorized Attachments Total		65	5.8
Tow Behind Discs		1	5.1
	TOW BEHIND DISCS	11	10.0
Tow Behind Discs Total		12	9.6
Tractors		2	6.3
	Rubber Tire	8	4.7
	Skip Loader	2	4.2
Tractors Total		12	4.9
Trench/Bedding Boxes		7	4.8
	BEDDING/ROCK BOXES	18	5.9
	TRENCH BOXES	124	6.8
Trench/Bedding Boxes Total		149	6.6
Trucks	Heavy Duty Trucks	144	5.3
	Light Duty Trucks	1272	5.3
	Medium Duty Trucks	83	4.3
	Water Trucks	77	6.2
Trucks Total		1576	5.3
Undefined		4	4.3
Undefined Total		4	4.3

Asset Type	Asset Description	Equipment Count	Average Age
Utility/Instrumentation Tools		1	4.0
	Ditch Witch Line Locators	1	6.0
	Rebar Locators	3	5.8
	Ventilation Equip	4	4.6
	Wenches	1	5.2
	Impact/Torque Wrenches	1	3.8
Utility/Instrumentation Tools Total		11	5.0
Washers/Sprayers		1	4.3
	CURING SPRAYERS	1	15.2
	PRESSURE WASHERS	38	8.2
	SANDBLASTERS	4	3.7
Washers/Sprayers Total		44	7.8
Water Pumps		7	5.4
	12"	1	12.8
	3"	1	15.8
	4"	21	4.2
	6"	18	5.8
	8"	7	7.7
Water Pumps Total		55	5.7
Welders		10	5.3
	> 651 Amp	7	10.1
	201 - 225 Amp	5	11.1
	250 - 275 Amp	11	10.9
	300 Amp	26	11.8
	350 Amp	6	14.3
	400 Amp	57	6.7
	500 Amp	2	8.9
Welders Total		124	8.7
Automobiles/SUV	SUVs	79	5.0
	Automobiles/	35	6.8
Automobiles/SUV Total		114	5.6
Tree Chippers		1	23.4
Tree Chippers Total		1	23.4
Grand Total		**8769**	**6.9**

CONTRACT NO. I-19-4712

PLANT AND EQUIPMENT QUESTIONNAIRE

2b) EQUIPMENT TO BE LEASED OR RENTED

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	PROPOSED RENTER OR LESSOR

CONTRACT NO. I-19-4712

PLANT AND EQUIPMENT QUESTIONNAIRE

2c) EQUIPMENT TO BE PURCHASED

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR	APPROXIMATE COST

CONTRACT NO. I-19-4712

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. $ VALUE	IDENTIFIED CONTRACTOR
Please See Separate Attachment				

4. MATERIALS COMMITMENTS

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

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

TOLLWAY I-19-4712 - Retained Parties

SUBCONTRACTOR(S)	SUBCONTRACTOR FEIN	ADDRESS	GENERAL TYPE OF WORK	ANTICIPATED AMOUNT TO BE PAID (TO EXTENT KNOWN)
Archon Construction Company, Inc.		563 S. Route 53 Addison, IL 60101	Drainage	$ 1,047,994.00
Chicagoland Truckin', Inc.		5494 W Roosevelt Rd, Chicago, IL 60644	Trucking - Non-Special Waste	$ 350,000.00
DCH Construction & Hauling LLC		9454 Schiller Blvd. Franklin Park, IL 60131	Trucking - Onsite	$ 150,000.00
Industrial Fence Inc.		1300 S Kilbourn Ave. Chicago, IL 60101	Fence & Guardrail	$ 168,353.99

CONTRACT NO. I-19-4712

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES X NO_____

6. DOCUMENT REFERENCE

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

The Special Provisions YES X NO_____

The Contract Plans YES X NO_____

The IDOT Standard Specifications and Tollway Supplemental Specifications, latest edition as referenced in S. P. 101 YES X NO_____

Dated at Chicago this 2 day of April, 2020.

Walsh Construction Company II, LLC
Name of Organization

By [redacted]
President
Title of Person Signing

STATE OF Illinois)
)
COUNTY OF Cook)

Sean C Walsh being duly sworn deposes and says that he/~~she~~ is President of the above Walsh Construction Company II, LLC and that the answers to the questions in the foregoing
Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 2 day of April, 2020.

[redacted]
Notary Public

My Commission Expires: 12/9/2020

CONTRACT NO. I-19-4712

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
	See Attached IDOT Super Unlimited Certificate of Eligibility			

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.

Walsh Construction Company II, LLC
BIDDER

4/2/2020
DATE

[redacted]
(BY: SIGNATURE)

President
TITLE

SUB-CONTRACTOR

SUB-CONTRACTOR

June 10, 2020

Mr. Frank Fratto
Contract Analyst
Procurement – Contract Services
Illinois Tollway
2700 Ogden Ave
Downers Grove, IL 60515

Re: **Affidavit of Availability**

Dear Mr. Fratto,

Per the attached *Rules for Prequalification of Contracts and Issuance of Plans and Proposals* as published by the Illinois Department of Transportation (IDOT), Section 650.310 Item (d) Walsh Construction Company II LCC (Walsh) hereby requests to forgo the filing of an *Affidavit of Availability* based on a financial rating of more than $300 million in accordance with section d(1). Please see attached IDOT Certificate of Eligibility listing *Super Unlimited* status.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,
Walsh Construction Company II, LLC

[redacted]

Philip J. Griffith
Operations Manager

929 West Adams Street, Chicago, Illinois 60607
P: 312-563-5400 www.walshgroup.com
An Equal Opportunity Employer, Disability/Veteran

Illinois Department of Transportation

RULES FOR

PREQUALIFICATION OF CONTRACTORS,

AUTHORIZATION TO BID,

AND

SUBCONTRACTOR REGISTRATION

44 IL. ADM.CODE SEC. 650

ADOPTED JULY 2, 1994

AMENDED May 8, 2008

c) All remaining work categories are calculated by the secondary formula.

WR = PF X CP X 1.2 (Secondary Formula)

d) The secondary formula does not utilize an equipment factor because of the immeasurable productive capacity of the equipment or plant facility; however, equipment must be owned by or leased to the applicant. See Section 650.Appendix A of this Part for a listing of equipment or plant facilities. The secondary formula includes a factor of 1.2 to provide a margin for growth.

e) An applicant's capacity to perform may exceed the calculated equipment factor. This can occur by good management, efficiency and additional hours of work. When this occurs, the primary and advanced formulas will be replaced by the secondary formula.

f) The work rating in any given category may not exceed the financial rating of the applicant.

g) A work rating may be designated as "Illinois Work Only." This work rating indicates the dollar value of work which the applicant's own forces can perform within the State of Illinois in one construction season. This rating will be established by the Department if the applicant does work in more than one state or outside the continental United States and it would be impractical to verify all outstanding work.

h) Prior to any consideration for establishing a work rating value, the applicant shall provide a list of all technical, supervisory and key personnel who would manage a project awarded by the Department. This list should include the individual's job title and number of years of construction experience. The Department may also require the submittal of resumes of the above individuals. Applicants prequalifying with the Department for the first time shall be required to submit resumes. Insufficient personnel may be justification for a reduction in the rating of a work category as determined by the primary, advanced or secondary formula. Hiring of additional personnel may be justification for an increase in the rating of a work category. Applicants without experienced personnel for a requested work category may be denied the rating.

i) Methods to Improve a Work Rating

1) Hiring of additional personnel.

2) Purchase, lease or rental of additional equipment.

3) Completion of additional work.

j) A contractor may request additional rating in a work category at any time during the prequalification period by submitting a revised application or supplemental information.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

SUBPART B: AUTHORIZATION TO BID

Section 650.290 Advertising for Bids

The procedures for procuring contracts are set out in the Department's rules for contract procurement found at 44 Ill. Adm. Code 660. The procedures of this Subpart B govern the granting of authority to bid on contracts advertised for bids in the Transportation Bulletin in accordance with the Department's rules for contract procurement.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.300 Request for Authorization to Bid or Not for Bid Status

A Request for Authorization to Bid or Not for Bid Status (Form BD-124 INT) is published with the Transportation Bulletin. The Form BD-124 INT shall be used by contractors to request proposals and plans

on CD-ROM and to request formal authorization to bid on contracts advertised in the Transportation Bulletin. Anyone may obtain proposal forms and plans regardless of prequalification status. An Authorization to Bid must be granted in accordance with this Part before a prequalified contractor may submit a bid.

(Source: Amended at 30 Ill. Reg. 16373, effective October 10, 2006)

Section 650.310 Affidavit of Availability

a) An Affidavit of Availability (Form BC-57) is attached to the Transportation Bulletin and must be submitted with a request for Authorizations to Bid. It is a sworn statement concerning the contractor's present and pending contract commitments. The contractor shall not omit or misrepresent its work outstanding. When the contractor has uncompleted or pending work as a party of a joint venture, the contractor's responsible portion of the work shall be shown. The affidavit shall be signed by an officer or director of a corporate contractor, and otherwise, an owner shall sign. The affidavit is not required when Authorization to Bid is not being requested. The affidavit shall include:

1) The amount of all uncompleted work, by type, either as a principal or subcontractor together with the name of the agency under whose jurisdiction the work is being performed. All uncompleted work shall be based upon the engineer's or owner's most recent estimate.

2) The commitment of equipment and personnel on a payroll or rental basis even though no formal contract exists.

3) All work on which the contractor is the low bidder and which has not yet been awarded.

4) A listing of all subcontractors and the value of work sublet.

b) Prospective bidders shall notify the Department within two working days of any low bids pending award or contracts awarded after submission of the affidavit.

c) Facsimiles of the affidavit will be accepted for analysis purposes. Authorization to Bid will not be issued without a correct, signed and notarized original affidavit in the Department's Central Bureau of Construction's possession by the cut-off date specified in the Transportation Bulletin.

d) A contractor may request to forego filing an affidavit if it has a financial rating at either of the following levels. The Prequalification Section will grant such a request provided the contractor's existing contracts with the Department are not behind approved contract progress schedules and provided the most recent performance evaluation rating is not less than 6.0 in the performance factor calculation. (See Section 650.240 of this Part.)

1) A financial rating of $300 million.
2) A financial rating of at least $150 million or a Department calculated net worth of at least $40 million, either in conjunction with two or more work ratings calculated to equal or exceed $50 million each.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.315 Disclosure of Other Procurement Relationships

a) Section 50-35(h) of the Illinois Procurement Code [30 ILCS 500/50-35(h)] requires that all bids of more than $10,000 be accompanied by disclosure of all current or pending contracts, proposals, leases, or other ongoing procurement relationships the contractor has with any other unit of State government. This disclosure is required in addition to the financial interest disclosure provided at Section 650.80(d) of this Part.

Illinois State Toll Highway Authority

SPECIAL PROVISION

FOR

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

1. POLICY STATEMENT

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

Consistent with this policy, it is the responsibility of all contractors for general contracting work and a specific condition of all Tollway contracts to which they are parties to ensure full and fair opportunities for DBEs to compete in contracts funded and administered by the Tollway and to fully comply with this Special Provision.

2. DEFINITIONS

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

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

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

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

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

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

Disadvantaged Business Enterprise ("DBE") means a business currently certified by the Illinois Unified Certification Program ("ILUCP") pursuant to 49 C.F.R. Part 26, or a business currently certified by the City of Chicago, Illinois or the County of Cook, Illinois, as a Minority or Women-Owned Business ("M/WBE") pursuant to its M/WBE program for construction contracts, Art. IV, § 2-92-650, *et seq*, as amended, or a business currently certified by the U.S. Small Business Administration (SBA) pursuant to the Small Business Act as an SBA 8(a) business, owned and operated by a socially and economically disadvantaged person. A DBE is considered to have current certification if the firm is listed in the directory database of the pertinent certifying agency.

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

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

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

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

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

3. 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. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of **23%** of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

Bidders should consult the Illinois Unified Certification Program ("ILUCP") DBE Directory as a reference source for DBEs and the City of Chicago, the County of Cook M/WBE directories as reference sources for M/WBEs in construction certified by the City of Chicago or the County of Cook, or the Small Business Administration SBA 8(a) directory for SBA 8(a)s

certified by the Small Business Administration. Only firms certified by the IL-UCP, the City of Chicago, the County of Cook, or the Small Business Administration **at the time of bid opening** are eligible to be considered for contract award to either meet the contract goal or establish the Bidder's good faith efforts to do so.

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

6. BIDDING PROCEDURES

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

6.1 Submission of the Disadvantaged Business DBE Utilization Plan, DBE Form 2026

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

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

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

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

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

6.2 Submission of the DBE Participation Commitment Statement, DBE Form 2025

The Utilization Plan must be supported by the submission of a detailed DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal. DBE Form 2025 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the DBE Form 2025 by 5:00 p.m., on the fifth calendar day after bids are due.

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

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

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

6.2.1 The name and address of each DBE to be used;

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

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

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

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

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

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

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

6.2.9 If the Bidder is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in section 6.6 below.

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

6.3 Counting DBE Participation

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

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

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

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

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

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

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

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

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

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

6.4 Demonstrating Commercially Useful Function

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

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

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

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

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

Each contractor identified as the low Bidder who has a DBE commitment less than the advertised DBE goal shall be allowed, upon email notification from the Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a Bidder is notified on Monday, extended documentation period concludes on Wednesday at 5pm). The extended documentation period allows contractors solely to supplement their initial Utilization Plan to add DBE participation to meet the stated DBE participation goal or to demonstrate additional good faith efforts in obtaining DBE participation. The contractor may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The contractor shall submit an amended DBE Utilization Plan if additional DBE commitments to meet the contract goal are secured by the end of the extended documentation period. If additional DBE commitments sufficient to meet the advertised contract goal are not secured, the contractor shall report the final good faith efforts made during the extended documentation period along with a request for a waiver pursuant to section 6.6 of this section. All additional efforts taken by the Bidder before and during the extended documentation period will be considered as part of the Contractor's good faith efforts.

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

6.6 Good Faith Efforts Procedures

If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the Bidder must document in the DBE Utilization Plan its good faith efforts to meet the goal, including any DBE participation secured as detailed in Form(s) 2025, using the Good Faith Efforts Contact Log and Checklist, DBE Form 2023. If the DBE contract goal was not achieved by a Bidder, the Bidder must submit its good faith efforts documentation, including the DBE Form 2023. Documentation submitted after bid opening, except as provided for in Section 6.5 above, will not be accepted or reviewed.

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

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

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

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

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

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

6.6.4 Negotiating in good faith with interested DBEs.

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

6.6.4.2 A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as

contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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

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

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

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

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

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

The Bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Bidder by filing a request within five (5) working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, DBE@getipass.com, (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed timely delivery. The pre-final determination shall become final if a request is not received within the five-day period.

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

reconsideration procedures described in this section are not intended to allow a Bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

7. CONTRACT COMPLIANCE

7.1 Forms to be Submitted

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

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

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

7.2 Changes to the DBE Utilization Plan

The contractor may not make changes to its contractual DBE commitments, substitute a DBE subcontractor or make any other changes to the DBE Utilization Plan without the prior written approval of the Tollway's Diversity and Strategic Development Department. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of this Special Provision and a breach of the contract.

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

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

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

7.2.1 Unavailability after receipt of reasonable notice to proceed;

7.2.2 Failure of performance;

7.2.3 Financial incapacity;

7.2.4 Refusal by the subcontractor to honor the bid or bid price or scope or schedule;

7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.2.6 Failure of the subcontractor to meet insurance, licensing or bonding requirements;

7.2.7 The subcontractor's withdrawal of its bid or bid; or

7.2.8 Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

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

Where the contractor has established the basis for the substitution to the Tollway's satisfaction, it must make good faith efforts to meet the contract goal by substituting a DBE subcontractor. Documentation of a replacement DBE, or of good faith efforts, must meet the requirements in Section 6.6 If the contract goal cannot be reached and good faith efforts have been made, the contractor may substitute with a non-DBE.

If the contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the DBE Utilization Plan, the contractor must obtain the approval of the Diversity and Strategic Development Department to modify the DBE Utilization Plan and must make good faith efforts to ensure that DBEs have a fair opportunity to bid on the new scope of work.

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

7.3 The submission of the DBE Payment Report

DBE Payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Diversity Payment Reporting Instructions posted on the Tollway's website.

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

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

8. SANCTIONS

The Tollway will periodically review the contractor's compliance with this Special Provision and the terms of its contract with the contractor, including the DBE Utilization Plan. Without limitation, the contractor's failure to comply with this Special Provision or its DBE Utilization Plan, failure to cooperate in providing information regarding its compliance with this Special Provision or its DBE Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status of DBEs, good faith efforts or any other material fact or representation shall constitute a

material breach of this contract and may result in damages to the Tollway. Such breach or damages entitle the Tollway to declare a default, terminate the contract, impose liquidated damages or exercise those remedies provided for in the contract or at law or in equity.

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

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

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

9. INACCURATE OR FRAUDULENT REPORTING

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

10. OTHER REGULATIONS

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

Date: 4/2/2020

To: Contact Name: Tim Polk
Contractor Company Name: Walsh Construction Company

From Graciela Perez
DBE Project Specialist

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

Subject: **DBE Plan Review** **Date Original Plan Submitted:** 4/2/2020 **Revision #** 0

Contract # I-19-4712 **Established DBE Goal:** 23.00 %

Contract Description: Western Access Tollway (I-490) Advance Earthwork, Drainage, Construction & Railroad Spur Grading Tri-State Tollway (I-294) to Green Street M.P. 00.10 to M.P. 00.35

[X] Contractor's plan as submitted meets the established DBE goal for this contract

Notes:

DBE Plan as Submitted by apparent low bidder:

Core Bid Amount	**$6,703,696.44**

D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Archon Construction Co Inc	SB	WBE	Drainage	$1,047,994.00	$1,047,994.00	15.63 %	City of Chicago	F	Caucasian
Chicagoland Truckin Incorporated	Trucker	D/MBE	Trucking	$350,000.00	$350,000.00	5.22 %	City of Chicago	M	Hispanic
DCH Construction & Hauling, LLC	Trucker	D/W/MBE	Trucking	$150,000.00	$150,000.00	2.23 %	IDOT	F	Hispanic
Total # of subcontracts: 3			**TOTAL**	**$1,547,994.00**	**$1,547,994.00**	**23.09 %**			
Total # of subcontractors: 3			**Total %**	**23.09 %**	**23.09 %**				

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Walsh Construction Company II, LLC
CONTACT NAME: Tim Polk
CONTACT PHONE NUMBER: 312-563-5400
CONTACT E-MAIL: tpolk@walshgroup.com

CONTRACT NUMBER I-19-4712

Check one:

☐ Contractor will meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as presented below.

☐ Contractor will meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE.

☐ Contractor requests a waiver of the DBE Contract Goal.

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

DBE UTILIZATION PLAN

DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount ($) If supplier, enter 60% credit amount.
* Please See Separate Attachment		
	TOTAL	

For ebid: the submission of Form 2026 constitutes signature of this form [redacted]
For hardcopy: signature required.
Form 2026 - 03/2018

Signature

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-19-4712

DBE FIRM NAME:	
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	* Please See Separate Attachments					
	TOTALS FOR THIS DBE FIRM:					

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor	Title	Date
Contact:		
Firm Name:		
E-mail:		
Phone:		
Address:		

Signature for DBE Contractor	Title	Date
Contact:		
Firm Name:		
E-mail:		
Phone:		
Address:		

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Walsh Construction Company II, LLC
CONTACT NAME: Tim Polk
CONTACT PHONE NUMBER: 312-563-5400
CONTACT E-MAIL: tpolk@walshgroup.com

CONTRACT NUMBER I-19-4712

Check one:

☑ Contractor will meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as presented below.

☐ Contractor will meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE.

☐ Contractor requests a waiver of the DBE Contract Goal.

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

DBE UTILIZATION PLAN

DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount ($) If supplier, enter 60% credit amount.
Archon Construction Co., Inc.	Drainage	$ 1,047,994.00
Chicagoland Truckin', Inc.	Trucking - Non-Special	$ 350,000.00
DCH Construction & Hauling LLC	Trucking - onsite	$ 150,000.00
	TOTAL	1,547,994.00

[redacted]
Signature

For ebid: the submission of Form 2026 constitutes signature of this form.
For hardcopy: signature required.
Form 2026 - 03/2018

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-19-4712

DBE FIRM NAME:	Archon Construction Co, INC
CIRCLE ALL THAT APPLY:	DBE MBE (WBE) SBA 8(A)

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
VARIOUS	DRAINAGE WORK	1 LS	$1,047,994-	$1,047,994-		
	TOTALS FOR THIS DBE FIRM:			$1,047,994-		

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] Sr. PM 4/9/2020

Signature for Prime Contractor — Title — Date

Contact: Nicholas Faul
Firm Name: Walsh Construction Company II, LLC
E-mail: nfaul@walshgroup.com
Phone: 312-563-5400
Address: 929 W Adams St. Chicago IL [illegible]

[redacted] General Manager 4/8/20

Signature for DBE Contractor — Title — Date

Contact: Dominic Fordiosa
Firm Name: Archon Const Co Inc.
E-mail: DF@Archon-Construction
Phone: 630 495-0015
Address: 563 S. Route 53 Addison, IL 60101

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

FEB 2 9 2016

Ms. Leta Loizzo
Archon Construction Co., Inc.
563 South Route 53
Addison, IL 60101

Dear Leta Loizzo:

We are pleased to inform you that **Archon Construction Co., Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/28/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/28/2017, 2/28/2018, 2/28/2019, and 2/28/2020.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/28/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/28/2020.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to **the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
237210 – Land Subdividing and Utility Installation

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,

[redacted]

Rich Butler
First Deputy Procurement Officer

RB/cm

Vendor Information

CLOSE WINDOW

HELP

Vendor Information

Business Name	Archon Construction Co., Inc.
Owner	Leta Loizzo
Address > Map This Address	563 South Route 53 Addison, IL 60101-4211
Phone	630-495-0015 Ext. 109
Fax	630-620-1295
Email	leta@archononline.com
Website	http://www.archononline.com

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Certification Date	2/23/2016
Renewal/Anniversary Date	2/28/2017
Expiration Date	2/28/2021
Certified Business Description	Land subdividing and utility installation (e.g., electric, sewer and water)

Commodity Codes

Code	Description
NAICS 237210	Land subdividing and utility installation (e.g., electric, sewer and water)

Customer Support

Print This Page

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-19-4712

DBE FIRM NAME:	Chicagoland Truckin' Inc
CIRCLE ALL THAT APPLY:	DBE MBE WBE SBA 8(A)

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan.
Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
VARIOUS	MISC TRUCKING	LS	$350,000 -	$350,000 -		
	TOTALS FOR THIS DBE FIRM:			$350,000 -		

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #JS671010 will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay items(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] Sr. PM

Signature for Prime Contractor — Title

Date: 4/9/2020

Contact: Nicholas Faul

Phone: 312-563-5400

Firm Name: Walsh Construction Company II LLC

Address: 929 W. Adams St. Chicago IL 60607

[redacted] Operations Manager

Signature for DBE Contractor — Title

Date:

Contact: Isidro Lopez

Phone: 773 921-9200

Firm Name: Chicagoland Truckin' Inc

Address: 5494 W Roosevelt Rd, Chicago, Il , 60644

View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus)

Unified Certification Program - Search

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

Print

Chicagoland Truckin Inc.
Alberto Roman
5494 W. Roosevelt Rd.
Chicago, IL 60644-1467

Email: cti-trucks@ameritech.net
Phone: 773-921-9200
Fax: 773-921-8944

County: Cook

Categories: Trucking

NAICS	Speciality
484220 - Specialized Freight (except Used Goods) Trucking, Local	484220 - Semi-Dump Truck Construction Hauling

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Metra
547 W. Jackson Boulevard Chicago, IL 60661 312 322 6900 metrarail.com

August 22, 2019

Alberto Roman
Chicagoland Truckin, Inc
5494 W. Roosevelt Road
Chicago, IL 60644-1467052

Dear Mr. Roman:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **August 21, 2020.**

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at www.metrarail.com under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 484220

Specialty: Semi-Dump Truck Construction Hauling

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

[redacted]

Janice R. Thomas, CPPB
Senior Division Director
Office of Business Diversity & Community Relations

JRT:am/kb

Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-19-4712

DBE FIRM NAME:	DCH Construction & Hauling, LLC
CIRCLE ALL THAT APPLY:	(DBE) (MBE) (WBE) SBA 8(A)

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
VARIOUS	MISC TRUCKING	LS	$150,000 -	$150,000 -		
		TOTALS FOR THIS DBE FIRM:		$150,000 -		

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

[redacted] Sr. PM 4/9/2020

Signature for Prime Contractor — Title — Date

Contact: Nicholas Faul

Firm Name: Walsh Construction Company II LLC

E-mail: nfaul@walshgroup.com

Phone: 312-563-5400

Address: 929 W. Adams St. Chicago, IL 60607

[redacted] President 4/8/2020

Signature for DBE Contractor — Title — Date

Contact:

Firm Name: DCH Construction & Hauling, LLC

E-mail: jeanette@dchhauling.com

Phone: 773-853-1070

Address: 9454 Schiller Blvd Franklin Park, IL 60131

View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus)

Unified Certification Program - Search

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

Print

DCH Construction & Hauling LLC
Jeanette Chavarria-Torres
9454 Schiller Blvd.
Franklin Park, IL 60131

County: Cook

Email: Jeanette@dchhauling.com

Phone: (773) 853-1070

Fax:

Categories: Trucking

NAICS	Speciality
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING

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

March 7, 2017

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Jeanette Chavarria-Torres
DCH Construction & Hauling LLC
9454 Schiller Blvd.
Franklin Park, IL 60131

To Whom It May Concern:

DCH Construction & Hauling LLC's No Change Affidavit is presently under review. Until such time as a decision is rendered, the firm remains certified as a Disadvantaged Business Enterprise with the Illinois Unified Certification Program.

Should you have any questions, feel free to contact my office at (217) 782-5490.

Sincerely,

[redacted]

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

DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

Good Faith Efforts Checklist

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

SW Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.

SW Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

- ILUCP DBE Directory: http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index
- City of Chicago's M/WBE Directory: https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago
- County of Cook, IL's M/WBE Directory: http://www.cookcountyil.gov/mbewbevbe-directory/
- Small Business Administration's SBA 8(a) Directory: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm

SW Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.

SW Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.

SW Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

SW Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

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

Print Name: Sean C Walsh [redacted] Phone contact: 312-563-5400

Position: President [redacted] E-mail address: tpolk@walshgroup.com

Signature: [redacted] Date: 4/2/2020

Illinois Tollway

DBE FORM 2023

Good Faith Efforts Contacts Log for Soliciting - DBE Participation: Form 2023 continued

Project name: Western Access Tollway (I-490) Advanced Earthwork, Drainage Construction & Railroad Spur Grading

Project number: I-19-4712

Bidder name: Walsh Construction Company II, LLC

Contact person: Tim Polk

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBEs. Duplicate as needed.

Name of DBE	Date and method of contact	Scope of work solicited	Reason agreement was not reached
	PLEASE SEE GOOD FAITH EFFORT BOOK ATTACHED - Separate Attachment		

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

Print Name: Sean C Walsh

Position: President

Signature: [redacted]

Phone contact: 312-563-5400

E-mail address: tpolk@walshgroup.com

Date: 4/2/2020

JW

WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

CONCRETE FLATWORK SUB

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
VIXEN CONSTRUCTION	(708) 728-1950	-	Ryan Bombsted	-		
TABITHA VENTURES, INC	(309) 692-1473	-	Edward Taiwo	DBE/MBE		
HUMIR CONSTRUCTION, INC	(773) 247-5550	-	Juan Arreola	DBE		
JAVELINA CONSTRUCTION, INC	(317) 841-8364	-	Dave Schmoe	-		
ALLIANCE CONTR., INC.	(818) 338-5900	-	Scott Marquart	-		
ACURA, INC.	(630) 766-9979	-	Carlos Lopez	-		
JG DEMO INC	(630) 543-8922	-	George Chavez	DBE		
Argo Construction	(630) 272-8199	-	Peter Gao	-		
JALPA CONSTRUCTION CORP	(773) 767-0185	-	Fidel Perez	DBE		
ABARI CONSTRUCTION	(630) 766-6679	-	Miguel Digioia	DBE		
DIVINE CEMENT. INC.	(815) 719-1315	-	Lawrence Green	DBE/MBE		
HOOKS CONCRETE AND CONSTRUCTION	(630) 803-1427	-	Sherman Neal	DBE/VOSB		
DYNAMICX ENTERPRISES	(708) 929-4551	-	Nicholas Diaz	DBE		
TERREL MATERIALS	(630) 508-2178	-	Chuck Peterson	DBE		
AVERY & PRYOR CONST	(773) 378-7310	-	Benjamin Avery	DBE		
ARAIZA CORP	(708) 922-2683	-	David	DBE		
RAI CONCRETE	(630) 562-2234	-	Marco	DBE		
REYES GROUP	(708) 596-7100	-		-		
SEVEN-D CONSTRUCTION	(773) 735-0401	-		-		
SPEEDY GONZALES	(773) 734-7780	-	Jim	-		
LEON CONSTRUCTION	(708) 656-6318	-	Jaime Guerrero	DBE		
SUMIT CONSTRUCTION	(773) 276-4600	-	Pratap Gohil	DBE		
TRICE CONSTRUCTION COMPANY	(773) 548-4000	-	Stephanie Hickman	DBE		
CRONIN CONSTRUCTION SERVICES	(815) 596-0640	-	Jose Aguilar	DBE		
AREATHA CONSTRUCTION	(630) 830-9853	-	Sam Batey	DBE		
SANCHEZ CONSTRUCTION	(773) 254-1077	-	Cesar Sanchez	-		
ROODY'S ENTERPRISE	(312) 244-3787	-	Monalisa	-		
FIRST CORINTHIANS 3:10	(815) 592-2191	-	Jesse Young	DBE		
PLOTE	(847) 628-6107	(847) 560-1084	Dave Verdico	-		
K-FIVE	(630) 257-5600	-	Joe Bodzioch	-		
ABI CONSTRUCTION LLC	(630) 233-4957	-	Giulio Orlando	DBE		
PAUL HERERRA CONSTRUCTION	(815) 568-6375	-	-	DBE	Y	
ARGO CONSTRUCTION	(630) 272-8199	-	Peter Gao	-		

JW

WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

AGGREGATE MATERIAL

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
VULCAN MATERIALS	(773) 890-2360	(773) 406-7448	Art Hernandez	-	Y	
HANSON MATERIALS	(708) 874-5022	(312) 859-8434	Jay Boban	-	Y	
LAFARGE AGGREGATES	(847) 742-6060	(847) 514-6830	Dan Pavin	-		
PRAIRIE MATERIAL SALES	(708) 458-0400	-	Vince Serafini	-		
RELIABLE (Bluff City)	(630) 497-8700	Ext 135	Cathy Brown	-		
BEVERLY MATERIAL (PLOTE)	(847) 638-0076	-	-	-		
SUNSET LOGISTICS LLC	(847) 658-4342	(847) 812-1610	Jason Palmer	-	Y	
AMS EARTH MOVERS	(847) 838-9501	-	-	DBE/WBE		
THELEN MATERIALS	(847) 395-3313	(847) 417-2627	Christian Daman	-		
AMERICAN MATERIAL (A-Lamp Conc.)	(847) 891-6000	-	Bobbi	-		
SUPER AGGREGATES	(815) 578-9100	(815) 790-2378	Bill Sweeney	-		
ILLINOIS MINING CORP	(847) 854-1555	-	Max Franklin	-		
AGGREGATE INDUSTRIES (Meyer S&G)	(815) 331-7200	(847) 417-2429	Scott Letzer	-		
NACE TRUCKING INC	847-366-0150	-	-	-		
RAR INC.	(815) 520-2341	-	Michelle Lewis	DBE		
5366 LOGISTICS	(815) 701-6227	-	-	VOSB		

CR

WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

CLEARING

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
ABBOTT TREE CARE PROFESSIONALS, LLC	(630) 681-8733	-	Jean	-	Y	3/26 - Admin will ask Owner
ALVAREZ	(847) 551-1105	-	Derek Romanowski	-		
CLEAN CUT TREE SERVICE, INC.	(847) 265-0000	-	Kelly E. Keily	-	Y	3/26 - Admin will ask Estimators
DAWSONS TREE SERVICE, INC	(630) 834-3409	-	John Dawson	-		
HOMER TREE SERVICE, INC	(815) 905-3026	-	Jessica Bodine	-	Y	email to vendors 3/31
LUCKY CHARM	(630) 898-0914	-	Larry	-		3/26 # No good
MC GINTY BROS, INC	(847) 526-9322	-	Beth	-		3/26 - LM
LINDAHL BROS INC.	(773) 622-4500	-	Clarence Lindahl	-		
CARDINAL STATE	(262) 548-4274	-	-	-		

WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

FENCE AND GUARDRAIL

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
GFS - DIVISION OF ALDRIDGE ELECTRIC	(847) 680-5200	-	Gina G	-		
INDUSTRIAL FENCE	(773) 521-9900	-	Tim Gray	VOSB	Y	email to Jim Grant
MIDWEST FENCE CORP.	(773) 722-6616	(773) 584-6480	Mark Bell	-	Y	3/26 Email John Bell
SANDOVAL FENCES CORP	(773) 237-7970	-	Geraldo	DBE		3/27 - Admin will check w/ owner
NORTHERN CONTRACTING	(815) 895-5855	-	Richard	SB 8(a)	Y	3/27 - Admin will Call Back
NORTHERN ILLINOIS FENCE	(815) 756-3561	-	Scott Lewandowski	-		
AMERICAN GROUP (SII)	(219) 942-9447	-	Jim Allgire	-		
BBF ERECTORS	(630) 543-9882	-	Rick	-		
FENCE CONNECTION	(847) 622-8860	-	Juan Escobar	DBE		Non-Union
PRO FENCE	(847) 608-9590	-	Larry	-		
FEDERAL RENT-A-FENCE	(800) 260-8301	-	Mike Ray	-		
THE BARTECH GROUP	(773) 241-6810	-	Dwayne Barlow	DBE	N	3/27 - call Not Bidding Rev Estim
PRO ACCESS SYSTEMS	(630) 426-0022	-	Dean	-		
FUTURE FENCE CO.	(586) 755-0900	-	Jerrid Fuller	-		
JTI	(888) 447-7263	-	Ben Dvorak	-		
AAA SILT FENCING	(815) 838-7458	-	-	-		
ACCESS CONTROL COMPANY	(309) 786-0220	-	Melissa Muskopf	DBE	N	3/27 Not Bidding
~~NATURAL CREATIONS~~	~~(815) 724-0991~~		~~Mitch~~	~~MBE~~		
FUTURE FABRICATING	(586) 755-7080	-	-	-		
BCBM, LLC	(312) 550-8616	-	-	-		
MVP SITE WORKS	(847) 414-2033	-	Larry Samuelson	DBE	Y	3/27 - call yes Bidding
BBF ERECTORS	(630) 543-9882	-	Rick	-	Y	3/27/2020 Quote Rec'd

CR

WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

TREE REMOVAL & CLEARING

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
ABBOTT TREE CARE PROFESSIONALS, LLC	(630) 681-8733	-	Jean	-	Y	3/26 - Admin will forward
ALVAREZ	(847) 551-1105	-	Derek Romanowski	-		
CLEAN CUT TREE SERVICE, INC.	(847) 265-0000	-	Kelly E. Kelly	-	Y	3/26 - Admin will ask estimators
DAWSONS TREE SERVICE, INC	(630) 834-3409	-	John Dawson	-		
HOMER TREE SERVICE, INC	(815) 905-3026	-	~~Jessica Budine~~ Valerie	-	Y	email voicing 3/27
LUCKY CHARM	(630) 898-0914	-	Larry	-		3/26 # No good
MC GINTY BROS, INC	(847) 526-9322	-	Beth	-	Y	3/26 - LM
LINDAHL BROS INC.	(773) 622-4500	-	Clarence Lindahl	-		
CARDINAL STATE	(262) 548-4274	-	-	-		
Rozce Landscaping				DBE	Y	

WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

GEOSYNTHETICS/GEOTEXTILES

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
ROAD FABRICS	(630) 293-3111	-	Larry Powers	-		
CONTECH CONSTRUCTION PRODUCTS	(630) 573-1110	(847) 778-9168	Bob Schwarz	-	Y	Stabilized const - ENT only - Don't need
ERO-TEX/HANES GEO	(630) 279-0915	-	Dan Salsinger	-		
GEO DYNAMICS	(630) 690-6940	-	Meghan	-		
GEO-SYNTHETICS, INC.	(262) 352-4771	-	Randy Hart	-	Y	Entered quote
SILVER EAGLE	(636) 240-6300	(314) 616-2910	Kurt Thompson	-		
AMERICAN EROSION CONTROL SOLUTIONS	(630) 310-4744	-	George Dimitriou	-		
RKD CONSTRUCTION SUPPLIES	(708) 878-1143	-	Bob Sinese	-		
CHICAGO CONTRACTOR SUPPLY	(219) 750-9271	-	Bruce	-		
SKAPS INDUSTRIES, INC	(770) 564-1857	-	Richard	-		
GEOMAT, INC	(505) 327-7928	-	-	-		
MIDWEST CONST. PRODUCTS	(239) 432-2872	-	-	-	Y	Mail only for extruded concrete

WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

SWEEPING

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
DURBIN / PATTON	(630) 337-5515	-	Nicole Durbin	DBE		3/26-LM
INS, INC	(630) 350-8878	(630) 878-6324	Nancy Schneider	DBE/WBE	Y	email Nancy 3/25
MIDWEST REM	(708) 774-5514	-	Walter Murphy	DBE		
GAYTON ENTERPRISES	(847) 462-4030	-	Tom Glayton	DBE		
ILLINOIS CENTRAL SWEEPING	(708) 293-0000	-	Karen DeVries	-		
ELGIN SWEEPING SERVICES	(773) 254-7100	-	Joe Costa	-		
ELITE ONE ENTERPRISES	(312) 978-9040	-	Louis Molina	-		
Superior Contractors	708-923-1700		superior services @ ameri		X	NET

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

LANDSCAPING

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
DEL TORO LANDSCAPING, INC	(847) 426-7200	-	Scott Knollenberg	DBE	Y	email scott 3/25
NATURAL CREATIONS	(815) 724-0991	-	Mitch	MBE	Y	email mitch 3/25/2020
F.ESPINOZA LANDSCAPING INC	(815) 477-8915	-	Fidel Espinoza	DBE		3/26 - LM
ARTEAGA LANDSCAPES	(224) 444-8675	-	Julio Arteaga	DBE	Y	3/26 - Admin will ask estimator phone call
MCGINTY	(847) 526-9322	-	Brian Wilson	-	Y	4/1/20 Quote Reed
CONIN CONTRACTOR SERVICES	(815) 596-0640	-	Jose Aguilar	DBE		3/26 - LM
ROZCO LANDSCAPING	(630) 687-4595	-	Roberto Orozco	DBE	Y	3/26 - LM
ALVAREZ	(847) 551-1105	-	Derek Romanowski	-		
ILLINOIS LANDSCAPE SUPPLY	(815) 267-3311	-	Glen Baggott	-		
COPENHAVER	(847) 428-6696	-		-		
TWIN OAKS	(630) 554-3399	-		-		
CHRISTY WEBER	(312) 829-8200	-		WBE	N	Declined Smartbid Envista
BEARY LANDSCAPES	(815) 838-4100	-		-		
HERRERA LANDSCAPE	(847) 679-5622	-		-		
AMERICAN VETERAN LANDSCAPES	(630) 800-8595	-	Aaron James	VOSB		3/26 - unable to LM voicemail set up
ALLIED LANDSCAPING	(815) 722-5148	-	-	-		
SPEEDY GONZALEZ	(773) 734-7780	-	Jim	-		
BEVERLY ENVIRONMENTAL	(708) 331-4911	(708) 704-8869	Alex Adcock	-		
NATIVE LANDSCAPE CONTRACTORS	(815) 762-1993	-	Nick	-		
ATRIUM INC	(630) 739-5100	-	Katie	-		
CARDINAL STATE	(262) 548-4274	-	-	DBE	Y	Quote rec'd
MATERIAL SOLUTIONS CORP	(630) 750-7824	-	-	-		
RUIZSCAPES	(847) 385-1404	-	Chris Ruiz	DBE	Y	3/23/2020 call to Chris Ruiz
EARTHCARE	(217) 452-7370	-	-	DBE		3/26 - LM
MASON LANDSCAPING	(618) 271-0707	-	William	DBE		3/26 - unable to LM VM Box Full
MAYER LANDSCAPING	~~(618) 277-4250~~	618-277-4280	Estimating	DBE	N	3/26 NOT Bidding too far
MATERIAL SOLUTIONS LABORATORY	(847) 466-7216	(847) 404-9253	Dan Tiltges	DBE	Y	3/23/2020 Email to Dan
COOLING LAND CONCEPTS	(815) 332-2398	-	Charles Holzworth	-	Y	Quote rec'd
~~SHOREBLOCK~~	(225) 413-8287	-	-	-		
~~MIDWEST CONST. PRODUCTS~~	(239) 432-2872	-	-	-		
~~ERO-TEX~~	(630) 279-0915	-	Dan Salsinger	-		
LAREDO SYSTEMS	(815) 544-0454	-	Rick	DBE	Y	3/26 at Busy can't LM
Vital Landscape			Lucas		Y	email 3/25 to see if interested

↳ sending smartbid and will quote

Quote Reed QC on

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

TRAF CONTROL & TEMP PAVT MARK

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
ROADSAFE TRAFFIC SYSTEMS	(815) 372-2300	-	Felix / Bill	-		
TRAFFIC CONTROL & PROTECTION (TCP)	(630) 293-0026	(630) 878-0499	Bill Stuckel	-	Y	3/26 - LM
TRAFFIC SERVICES (TSI)	(630) 497-3478	(630) 742-6526	Mike Traficonti	-		
HIGHWAY SAFETY CORP	(630) 620-7747	-	Allison	DBE	Y	
WORK ZONE SAFETY	(815) 834-0429	-	Pam Ackerman	DBE	Y	
BARRICADE LITES	(630) 627-6163	-	Scott	DBE		
D2K TRAFFIC	(630) 416-9700	-	Mark Long	DBE	Y	3/26 - Mark will call back
MBM SAFETY	(773) 651-7448	-	Marilyn Broady	DBE	N	Flagging only
NAFISCO INC	(815) 372-3300	-	Brett	-		
SANCO	(815) 961-0365	-	Robert Sanches	DBE/MBE/SDB		
Traffic Control Company	(219) 798-0025	-	Rick Andryske	-		
AIRSIDE SOLUTIONS INC.	(253) 833-6434	-	-	-		
Marking Specialists Corp.	~~847 468 6614~~		Judy	~~[illegible]~~ D/M		3/26 - LM
Safe Zone services	(8474620799)		charles	D/M/SBE	Y	3/26 - will quote
	708-2638277					
↳ charles Avery @ safezonetc.com						

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

SURVEY/CONSTRUCTION LAYOUT

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
KAPUR	(262) 767-2747	-	Kevin Huber	-	Y	Email 3/30
HAEGER & ASSOCIATES	(847) 394-6600	-	Scott	-		
AMERICAN GEOENGINEERING, INC.	(630) 894-9800	-	-	-		
C3 CORP	(815) 476-5200	-	Carol A. Marcus	DBE		
DLZ INDUSTRIAL SURVEYING	(773) 283-2600	(847) 693-6265	Christopher Dietz	-	Y	Email 3/30
C.E.S. INC	(815) 547-8435	-	Kevin Bunge	-		
TROTTER & ASSOC	(630) 587-0470	-	Jim McKenzie	-		
LANDMARK ENG GROUP	(630) 352-4210	-	Henry	-		
MIDWEST TECHNICAL	(630) 505-0101	-	-	-		
SDI	(312) 551-9780	-	-	-		
PROFESSIONAL ASSOCIATED	(847) 675-3000	-	Matthew Murtha	-		

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

QUALITY CONTROL TESTING

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
KALGEN CONSULTANTS	(630) 516-0901	-	Atri Kalluri	DBE		
INTERRA, INC.	(630) 754-8700	-	Sanjeev	DBE		
CHICAGO TESTING LABORATORY, INC.	(708) 877-1801	-	Peter Triantafillos	-		
DLZ	(773) 283-2600	(847) 693-6265	Christopher Dietz	-		
ECS ILLINOIS	(708) 430-1071	-		-		
WANG ENGINEERING	(630) 953-9938	-	Paul Wang	DBE		
K&S ENGINEERS	219-924-5231	-	Sandrish Panthi	MBE (State)		
VIBRA-TECH	(630) 858-0681	-		-		
GEOKON	(603) 448-1562	-		-		
RAIMONDE DRILLING	(630) 458-0590	-	Annie Leslie	DBE		
GEI CONSULTANTS	(847) 984-3401	-		-		
FLOOD TESTING	(773) 721-2200	-	Bob Hay	-		
UNITED CONSULTING ENGINEERS	(773) 465-8200	-	Ken	DBE		
S.A.M. CONSULTANTS	(630) 424-1200	-	Len Sourile	DBE		
AMERICAN GEOENGINEERING	(630) 894-9800	-	-	-		
ILLINOIS CONST. & ENVIRO. CONSULTING	(847) 542-7800	-	-	-		
NASHNAL SOIL TESTING	(630) 780-5201	-	Umar	-		
INTEGRITY ENVIRONMENTAL SERVICES	(630) 718-9133	-	Mark Ravanesi	-		
AARON ENGINEERING	(773) 287-1191	-	Moe Kahlil	-		
MATERIAL SERVICE TESTING	(312) 846-6246	-	Jeff Krozel	-		
ARNOLD LUNDGREN & ASSOCIATES	(815) 968-8881	-	-	-		
MILLENNIA PROFESSIONAL SERVICES OF IL, LTD	(309) 321-8141	-	Paul Moreno	DBE		
ARTISAN CONSULTING ENGINEERS	(815) 519-9645	-	Thomas Okite	DBE		
GREAT LAKES SOIL & ENVIORNMENTAL	(312) 666-2989	-	Umar Ahmad	-		
GSG MATERIAL TESTING	(312) 666-2989	-	Santiago Garcia	DBE		
MATERIAL SOLUTIONS LABORATORY	(847) 466-7216	(847) 404-9253	Dan Tiltges	DBE	Y	

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

DISPOSAL

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
WASTE MANAGEMENT	(708) 222-5024	-	Peter Borgia	-	Y	
ADVANCED DISPOSAL	(847) 599-5917	(773) 556-1038	Joe Pavolonis	-	Y	
REPUBLIC SERVICES	(815) 942-1800	-	-	-		
WINNEBAGO LANDFILL	(815) 874-4806	-	Brian	-	Y	
INTEGRITY	(630) 718-9133	-	Mark Ravanesi	-		
BROWNFIELD	(508) 856-5434	-	Bradley Brown	-		
IMPACT ENVIRONMENTAL	(631) 269-8800	-	Jim Rich STEIGER	-	Y	

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

TRUCKING - NON-SPECIAL

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
INTEGRITY	(630) 718-9133	-	Mark Ravanesi	-	Y	EMAILED/CALLED
CSD	(217) 522-4085	-	Joseph Truesdale	-	Y	EMAILED/CALLED
TERRACON	(630) 717-4263	-		-		
K+	(312) 831-2180	-	Dan Caplice	-		
DEIGAN & ASSOC	-	-	JUSTIN BLOUNT	-	Y	EMAILED/CALLED
ENVIRONMENTAL & MONITORING	(847) 967-6666	-	Michael Gower	VOSB	Y	EMAILED/CALLED
ANDERSON ENVIRONMENTAL	(815) 962-9000	-	Jeff Anderson	-	?	EMAILED/CALLED
HUFF & HUFF	(630) 684-9100	-	Jim Huff	-		
CLEAN SOILS CONSULTING	(630) 240-2955	-	Dick Halm	-		
HITEK ENVIRONMENTAL, INC	-	-	Jeff Smith	DBE		
STAT ANALYSIS			JEFF SMITH	DBE	Y	CALLED/EMAILED

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

TRUCKING (DBE)

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
LAKE COUNTY CARTAGE	(219) 365-1326	(708) 755-2449	Dave Dolci	DBE		
CHICAGOLAND TRUCKING	(773) 921-9200	(708) 243-9147	Isidro Lopez	DBE/MBE	Y	CALL / EMAIL
TRUCK KING	(773) 847-6000	-	Jose Arteaga	DBE	Y	CALL / EMAIL
AMS EARTHMOVERS	(847) 783-6898	-	Glen Decosta	DBE/WBE		
SONICAN TRUCKING	(630) 617-5670	(773) 447-7360	Miguel Cantoral	DBE		
J. AVE DEVELOPMENT	(312) 715-4908	-	John	DBE	Y	CALL/EMAIL
J JASSO TRUCKING	(773) 457-6686	-	Jose Jasso	DBE		
MTC MORENO	(815) 703-1082	-	Humberto Moreno	DBE	Y	CALL/EMAIL
EFFICIENT TRUCKING	(708) 294-7000	-	Tony Sandoval	DBE	Y	CALL/EMAIL
JNS, INC	(630) 350-8878	-	Nancy Schneider	DBE	Y	
DIVA TRUCKING	(708) 259-4634	-	Pat Sterling	DBE		
HII CONSTRUCTION	(773) 261-6380	-	Lawrence Harmon	DBE		
SORELLI TRUCKING	(815) 524-7727	-	Jennifer Formato	DBE		
RA SEATON	(815) 520-4812	(815) 378-9799	Rebecca Seaton	DBE	Y	
MM HAULING	(708) 929-4444	(815) 693-5170	Manny Legaspi	DBE		
BEANDANY'S INC	(815) 382-8511	-	Chris	DBE		
MENINI CARTAGE	(847) 524-1550	-	Linda Menini	DBE	Y	
VIKING BROTHERS	(630) 957-7799	-	Craig	VOSB		
DCH	(773) 853-1070	-	Jeanette Torres	DBE/MBE/WBE	Y	CALLED / EMAILED
B-3 TRUCKING, INC	(815) 703-8461	-	Ronald Ballard	DBE		
RUDY DIAZ, INC.	(224) 659-3835	-	Rudy Diaz	-		
AJ TRUCKING	(312) 506-2607	-	Jonathan Morris	DBE/MBE	N	CALLED TOO BUSY
RAR INC.	(815) 520-2341	-	Michelle Lewis	DBE		
L&B TRUCKING, INC	(708) 516-2042	-	Maria Martinez	MBE/WBE		
BICHITO ENTERPRISES, INC	(773) 418-0085	-	Luis	DBE/MBE	Y	CALLED / EMAILED
M & J Krueger	(414)233-1069	-	Karen Krueger	DBE,MBE<WBE		
GOMEZ TRUCKING					Y	
JAMART			JOSE		Y	EMAIL / CALL

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

DRAINAGE - SUBS

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
ACURA INC.	(630) 766-9979	-	Carlos Lopez	DBE		
ARCHON	(630) 495-0015	-	Dominic Fiodorosa	WBE	Y	
CABO CONSTUCTION	(773) 521-2226	-	Bob Bohac	DBE	Y	
CIVIL CONTRACTORS & ENGINEERS	(847) 965-1243	-	Mukesh	DBE		
MARTINEZ UNDERGROUND	(847) 543-1415	(847) 812-8018	Adolfo Martinez	DBE		
MERU CORPORATION	(847) 759-0430	-	Nirav	DBE		
RAY EDWARDS CONTRACTORS	630-217-3780	-	Melanie Izral	DBE		
TRINE CONST. CORP	(630) 668-4626	(630) 417-6786	Jeff Traux	-		Maybe
MONTEMAYOR CONST, INC.	(847) 608-6000	-	Randy	DBE		
CAMPANELLA & SONS	(847) 336-9698	-	Mary	DBE		
REYES GROUP	(708) 596-7100	-		-		
ABITUA	(847) 741-7777	(847) 737-1675	Russ Shiller	MBE		
PIRTANO CONSTRUCTION CO	(630) 932-1810	-	Mike	-		
KATCO DEVELOPMENT, INC	(847) 222-9662	-	Karen Barba	DBE		
PAN-OCEANIC	(773) 601-8408	-	Greg	-		
NORTHWEST GENERAL CONTRACTORS	(630) 665-3100	-	Erin King	DBE		schedule
RELIABLE CONTRACTING	(312) 666-3626	-	Ken Chin	-		
BENCHMARK CONSTRUCTION CO	(630) 497-1700	-	Dominick Fiordirosa	-		
MCDONAGH	(773) 276-7707	-	Josh Tyrrell	-		
TERRELL MATERIALS	(847) 635-8530	-	Chuck Peterson	DBE		
ABARI CONSTRUCTION	(630) 766-6679	-	Miguel Digioia	DBE		
SHERIDAN PLUMBING & SEWER	(708) 475-7100	-	Anthony Johansen	-		
ENLIGHT CONTRACTING, LLC	(847) 312-2337	-	Deepi	DBE		

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WALSH CONSTRUCTION COMPANY

STATE PROJECT ID. I-19-4712 **BID DATE:** Thursday, April 2, 2020

PROJECT NAME: Western Access Tollway (I-490)

DRAINAGE - PIPE JACKING / TUNNELING SUB

SUBCONTRACTOR/ SUPPLIER	PHONE (office)	PHONE (Mobile)	CONTACT	Minority	Bidding? (Y/N)	COMMENTS
BULLS EYE BORING	(847) 263-7100	-	Manny Ballestero	-	Y	
LJ KEEFE CO.	(847) 577-7715	-	Brian Johnson	-	Y	
PROCISION BORING	(847) 782-0672	-	Donny Schmidt	-	Y	
CENTRAL BORING	(847) 634-4915	-	Larry	-		
MIDWEST MOLE	(317) 545-1335	-	Jason Miller	-	Y	
JAY DEE	(734) 591-3400	-	-	-		
RED ANT BORING CO	(847) 651-2143	(224) 627-2037	Pedro Montejano	-	Y	
THE DRILLER LLC	(515) 266-2261	-	-	-		
RM UTILITY CONSTRUCTION, INC	(708) 526-1785	-	-	-		
SONOMA UNDERGROUND SERVICES INC	(815) 806-0848	-	-	-		
SUPER EXCAVATORS	(262) 252-3200	-	Jeff Weakly	-		
MICHELS CORP	(262) 814-0100	-	Marc Harren	-		

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.

Illinois Tollway

Tollway Contract #: I-19-4712

Prime: Walsh Construction Company II, LLC

Date: 4/2/2020

FORM EEO 1256 - WORKFORCE PROJECTION

The undersigned Bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the Bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TOTAL Workforce Projection for Contract

JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES: BLACK		HISPANIC		*OTHER MINOR.		TRAINEES: APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Manager)		1										
Supervisors	1				1							
Foremen	2				2							
Clerical		1										
Equipment Operators	2	1		1								
Mechanics												
Truck Drivers	5	1	1		2	1						
Ironworkers												
Carpenters	1											
Cement Masons	1											
Electricians												
Pipefitters, Plumbers												
Painters												
Laborers, Semi-Skilled	3	1			2	1						
Laborers, Unskilled												
TOTAL												

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT

TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F
	1		
1			
		2	
	1		
1	1		1
1			
		2	1

TABLE C

TOTAL Training Projection for Contract

Employees In Training	Total Employee		Black		Hispanic		*Other Minor.	
	M	F	M	F	M	F	M	F
Apprentices								
On-The-Job Trainees								

* Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column

Note: See Instructions on page 2

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) 10 new hires would be recruited from the area in which the contract project is located; and/or (number) 10 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 Walsh Construction Company II, LLC Telephone Number 312-563-5400

Address 929 W Adams St., Chicago, IL 60607

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.

EEO 0003 Workforce Reporting Worksheet

Contract #		Prepared by	
EEO Contractor/Supplier Name		Title	
Company Contact		E-mail Address	
Period Begin Date		Phone #	
Period End Date			
Current Pay Estimate		% Complete	Mobilization Date
No Hours to Report	☐		
Work Performed			
Narrative Box			

	✓ CHECK THE CORRECT BOX												ENTER HOURS AND COUNT			
Job Category	Gender		Ethnicity							Worker Experience Level			Non-Veteran		Veteran	
	Male	Female	African American	American Indian /AK	Asian	Hispanic	Native Hawaian or other Pacific	Two or More Races	White	Journey - man	App-rentice	On-the-Job Trainee	Hours	Count	Hours	Count

STATE OF ILLINOIS

SPECIAL PROVISION - VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN - CONSTRUCTION

For State Agency/State University Use Only

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of **2.5%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The Veteran Small Business participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project except when the firm is bidding the contract as the Prime Vendor, is certified as both a DBE and VOSB and will commit to meeting the two goals by self-performing the same or greater percentage of work under the contract as the DBE and VOSB goals added together.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.**

- Utilization Plan (Form 2026) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025) for each Veteran firm listed on the Form 2026 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the VOSB Form 2025 by 5:00 p.m. on the fifth calendar day after bids are due. In no case should a contractor remove, replace, or reduce the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB. Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and

equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.

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

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

5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**

5.4. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:

5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.5. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.6. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.

5.7. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal, vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether

the ability of other Bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

6.2 If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.

7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;
7.3.2. Failure of performance;
7.3.3. Financial incapacity;
7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or bid price or scope;
7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
7.3.8. Decertification of the certified VOSB/SDVOSB vendor.

7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five (5) business days of receipt of the request.

7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.

7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.

7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five (5) business days of Vendor's receipt of the Agency's approval for the substitution or other change.

7.8. Veteran payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Diversity Payment Reporting Instructions posted on the Tollway's website.

After the performance of the final item of work or delivery of material by a VOSB/SDVOSB and final payment to the VOSB/SDVOSB by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the contractor for such work or material, the contractor shall submit a VOSB/SDVOSB Final Payment Report on ISTHA Form 2115, or such other form or format as specified by the Tollway, to the Construction Manager. If full and final payment has not been made to the VOSB/SDVOSB, the Report shall indicate whether a disagreement concerning the final payment exists between the contractor and the VOSB/SDVOSB or if the contractor believes that the VOSB/SDVOSB's work has not been satisfactorily completed.

Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than thirty (30) calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
VOSB FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Walsh Construction Company II, LLC
CONTACT NAME: Tim Polk
CONTACT PHONE NUMBER: 312-563-5400
CONTACT E-MAIL: tpolk@walshgroup.com

CONTRACT NUMBER I-19-4712

Check one:

☐ Contractor will meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as presented below.

☐ Contractor will meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB.

☐ Contractor requests a waiver of the VOSB Contract Goal.

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

DOLLAR AMOUNT OF WAIVER REQUEST:_____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

VOSB UTILIZATION PLAN

VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount ($) If supplier, enter 60% credit amount.
* Please See Separate Attachment		
	TOTAL	

For ebid: the submission of Form 2026 constitutes signature of this form
For hardcopy: signature required.

[redacted]

Signature

rm 2026 - 03/2018

Date: 4/2/2020

To: Contact Name: Tim Polk
Contractor Company Name: Walsh Construction Company

From Graciela Perez
DBE Project Specialist

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

Subject: **VOSB Plan Review** **Date Original Plan Submitted:** 4/2/2020 **Revision #** 0

Contract # I-19-4712 **Established VOSB Goal:** 2.50 %

Contract Description: Western Access Tollway (I-490) Advance Earthwork, Drainage, Construction & Railroad Spur Grading Tri-State Tollway (I-294) to Green Street M.P. 00.10 to M.P. 00.35

[X] Contractor's plan as submitted meets the established VOSB goal for this contract

Notes:

VOSB Plan as Submitted by apparent low bidder:

Core Bid Amount **$6,703,696.44**

VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Industrial Fence, Inc.	SB	VOSB	Fencing	$168,353.99	$168,353.99	2.51 %	CMS	M	Hispanic
Total # of subcontracts: 1			**TOTAL**	**$168,353.99**	**$168,353.99**	**2.51 %**			
Total # of subcontractors: 1			**Total %**	**2.51 %**	**2.51 %**				

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
VOSB FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Walsh Construction Company II, LLC
CONTACT NAME: Tim Polk
CONTACT PHONE NUMBER: 312-563-5400
CONTACT E-MAIL: tpolk@walshgroup.com

CONTRACT NUMBER I-19-4712

Check one:

☑ Contractor will meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as presented below.

☐ Contractor will meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB.

☐ Contractor requests a waiver of the VOSB Contract Goal.

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

VOSB UTILIZATION PLAN

VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount ($) If supplier, enter 60% credit amount.
Industrial Fence, INC.	Fence	$ 168,353.99
	TOTAL	168,353.99

For ebid: the submission of Form 2026 constitutes signature of this form.
For hardcopy: signature required

[redacted]

Signature

rm 2026 - 03/2018

Illinois Tollway — *Illinois State Toll Highway Authority "ISTHA"*

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT	I-19-4712

VOSB FIRM NAME	Industrial Fence Inc.									
CHECK ALL THAT APPLY	☑ VOSB	☐ SDVOSB	ETHNICITY:	☐ AA-Am	☐ As In	☐ As Pac	☑ Hisp	☐ Cauc	GENDER:	☑ M	☐ F

CHECK ALL THAT APPLY												
PRIME	☐	JV PARTNER	☐	SUBCONTRACTOR	☑	TRUCKER	☐	SUPPLIER	☐	MANUFACTURER	☐

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

This form must be completed for EACH **VOSB** participating in the **VOSB** Utilization Plan.
Attach this form to the **VOSB** Utilization Plan form, **VOSB** Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on company letterhead.

PAY ITEM NO.*	DESCRIPTION - Indicate whether furnish only, or both furnish and install	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
					☐	
VARIOUS	FENCE + GUARDRAIL	1 LS	$168,353.99	$168,353.99	☐	
					☐	
					☐	
					☐	
			TOTALS FOR THIS VOSB FIRM:	$168,353.99		

*Contingency Work must not be included under Pay Items and will not be approved toward **VOSB** goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the **VOSB** Goal percentage.

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

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

[redacted] Sr. PM 4/9/2020

Signature for Prime Contractor — Title

Date: 4/9/2020

Contact: Nicholas Faul

Phone: 312-563-5400

Firm Name: Walsh Construction Company II LLC

Address: 929 W Adams St. Chicago, IL 60607

[redacted] Prsident

Signature for VOSB Contractor — Title

Date: 04/02/2020

Contact: Miguel Saltijeral

Phone: 773-521-9900

Firm Name: Industrial Fence Inc.

Address: 1300 S. Kilbourn Avenue, Chicago, Il. 60101

View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus)

Unified Certification Program - Search

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

Print

Industrial Fence, Inc.
Miguel A. Saltijeral
1300 S. Kilbourn Ave
Chicago, IL 60623-0000

County: Cook

Email: atutje@industrialfenceinc.com

Phone: 773-521-9900

Fax: 773-521-9904

Categories: Construction, Manufacturing

NAICS	Speciality
237310 - Highway, Street, and Bridge Construction 332312 - Fabricated structural metal manufacturing	NAICS 237310 Highway, Street, and Bridge Construction NAICS 332312 Fabricated structural metal manufacturing 332312 - Fabrication of Chain Link Temporary Fence, Guardrails, Ornamental Railing and Miscellaneous Metals 237310 - Guardrail Installation

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Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Industrial Fence, Inc.**
OWNER	**Mr. Miguel A. Saltijeral**
ADDRESS	**1300 S. Kilbourn Ave** **Chicago, IL 60623**
PHONE	**773-521-9900**
FAX	**773-521-9904**
EMAIL	daquino@industrialfenceinc.com
WEBSITE	http://www.industrialfenceinc.com
ETHNICITY	**Hispanic**
GENDER	**Male**
COUNTY	**Cook (IL)**

Map This Address

Certification Information

CERTIFYING AGENCY	**State of Illinois Central Management Services**
CERTIFICATION TYPE	**VOSB - Veteran Owned Small Business**
RENEWAL DATE	**6/21/2020**
EXPIRATION DATE	**6/21/2024**
CERTIFIED BUSINESS DESCRIPTION	**Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings,** **Fencing, Wrought Iron, Including Components,** **Fencing, Metal Slat and Tubular, Including Components,** **Fencing, Ornamental,** **METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS,** **Iron: Angles, Bands, Plate, Sheets, etc.,** **Ornamental Ironwork,** **Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation,** **Fencing Rental or Lease,** **Fence Installation, Maintenance and Repair,**

Commodity Codes

Code	Description
NIGP 33000	FENCING
NIGP 33013	Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings
NIGP 33032	Fencing, Wrought Iron, Including Components
NIGP 33037	Fencing, Metal Slat and Tubular, Including Components
NIGP 33040	Fencing, Ornamental
NIGP 57000	METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS
NIGP 57029	Iron: Angles, Bands, Plate, Sheets, etc.
NIGP 57040	Ornamental Ironwork
NIGP 91313	Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation
NIGP 98136	Fencing Rental or Lease
NIGP 98815	Fence Installation, Maintenance and Repair

Additional Information

REGION	**Metro Chicago**

CMS

ILLINOIS JB Pritzker, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
Janel L. Forde, Director

June 8, 2020

Miguel A. Saltijeral
Industrial Fence, Inc.
1300 S. Kilbourn Ave
Chicago, IL 60623

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)
Certification Term Expires: June 21, 2021

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

This certification is in effect with the State of Illinois until the date specified above.

Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

NIGP 33000: FENCING
NIGP 33013: FENCING, CHAIN LINK, INCLUDING FABRIC, GATES, PANELS, POSTS AND FITTINGS
NIGP 33032: FENCING, WROUGHT IRON, INCLUDING COMPONENTS
NIGP 33037: FENCING, METAL SLAT AND TUBULAR, INCLUDING COMPONENTS
NIGP 33040: FENCING, ORNAMENTAL
NIGP 57000: METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS
NIGP 57029: IRON: ANGLES, BANDS, PLATE, SHEETS, ETC.
NIGP 57040: ORNAMENTAL IRONWORK
NIGP 91313: CONSTRUCTION, BRIDGE AND DRAWBRIDGE, INCLUDING RECONSTRUCTION AND REHABILITATION
NIGP 98136: FENCING RENTAL OR LEASE
NIGP 98815: FENCE INSTALLATION, MAINTENANCE AND REPAIR

Your firm will only show up in the database of BEP certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,

[redacted]

Certification Manager
Veteran Business Program

OFFICE OF CONTRACT COMPLIANCE
EDWARD H. OLIVIERI
DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

March 22, 2019

Mr. Miguel A. Saltijeral, President
Industrial Fence, Inc.
1300 S. Kilbourn Avenue
Chicago, IL 60623

Annual Certification Expires: March 22, 2020

Dear Mr. Saltijeral:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Veteran-owned Business Enterprise (VBE)** by Cook County Government. This certification is valid until **March 22, 2022**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days prior** to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

237310

Construction: General Contractor - Installation Chain Link, Guardrail, Fencing, Railings & Miscellaneous Metals; and Construction Management; Fabrication/Manufacturer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings & Miscellaneous Metals; Regular Dealer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings and Related Products; and Low Voltage Electrical Work -238210

Your firm's participation on Cook County contracts will be credited toward **MBE** or **VBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** or **VBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

[redacted]

Edward H. Olivieri
Contract Compliance Director

EHO/ek

CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

July 11, 2019

Mr. Miguel A. Saltijeral
Industrial Fence, Inc.
1300 S. Kilbourn Ave
Chicago, IL 60623

Dear Mr. Saltijeral:

The Chicago Transit Authority has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **April 1, 2020**. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at cta.dbesystem.com. Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Please direct all inquiries and any questions to this agency at **(312) 681-2601**.

Sincerely,

[redacted]

JuanPablo Prieto
Senior Manager, Diversity Program
Chicago Transit Authority
Phone: (312) 681.2600
Email: diversity@transitchicago.com

CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Disadvantaged Business Enterprise (DBE) Certification

July 11, 2019
Industrial Fence, Inc.
1300 S. Kilbourn Ave
Chicago, IL 60623

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at cta.dbesystem.com. Your firm's name will appear in the Directory under the following commodity codes and specialties:

Commodity Codes:
NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
NAICS 332312: FABRICATED STRUCTURAL METAL MANUFACTURING

In the following Specialties:
NAICS 237310 Highway, Street, and Bridge Construction NAICS 332312 Fabricated structural metal manufacturing

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	I-19-4712

VOSB FIRM NAME:	
CIRCLE ALL THAT APPLY:	VOSB SDVOSB

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT ($)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT ($) (reduce to 60% of contract amount if firm is a SUPPLIER)
	Please See Separate Attachment					
	TOTALS FOR THIS VOSB FIRM:					

*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

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

Signature for Prime Contractor **Title** **Date**

Contact:

Firm Name:

E-mail:

Phone:

Address:

Signature for VOSB Contractor **Title** **Date**

Contact:

Firm Name:

E-mail:

Phone:

Address:

VOSB FORM 2023

Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

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

Good Faith Efforts Checklist

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

SW Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx

SW Identified portions of the contract work capable of performance by available VOSBs/SDVOSBs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate VOSB/SDVOSB participation even when the Bidder could perform those scopes with its own forces.

SW Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

SW Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid.

SW Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage VOSBs/SDVOSBs to submit bids.

SW Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in Vendor's efforts to meet the goal.

VOSB FORM 2023 page 2

SW Made efforts to assist interested VOSBs/SDVOSBs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

SW Made efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

SW Utilized resources available to identify available VOSBs/SDVOSBs, including but not limited to VOSB/SDVOSB assistance groups; local, state and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of VOSBs/SDVOSBs.

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

Print Name: Sean C Walsh

Phone contact: 312-563-5400

Position: President

E-mail address: tpolk@walshgroup.com

Signature: [redacted]

Date: 4/2/2020

VOSB FORM 2023

Good Faith Efforts Contacts Log for Soliciting - VOSB Participation: Form 2023 continued

Project name: Western Access Tollway (I-490) Advanced Earthwork, Drainage Construction & Railroad Spur Grading Project number: I-19-4712

Bidder name: Walsh Construction Company II, LLC Contact person: Tim Polk

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of VOSBs/SDVOSBs. Duplicate as needed.

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached
	PLEASE SEE GOOD FAITH EFFORT BOOK ATTACHED - See Separate Attachement		
	Good Faith Effort Book located after DBE form 2023		

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

Print Name: Sean C Walsh **Phone contact:** 312-563-5400

Position: President **E-mail address:** tpolk@walshgroup.com

Signature: [redacted] **Date:** 4/2/2020

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 criterions 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 Certificate 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 Credit 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
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-19-4712

CONTRACTOR/CONSULTANT NAME: Walsh Construction Company II, LLC

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 Tollway, 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 TOLLWAY:** 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 vendor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (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 twenty-one (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:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Walsh Construction Company II, LLC agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	N/A
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection**: State the new additional term or condition.
	N/A

N/A hereby agrees to the exceptions provided by N/A and to the Additional Terms and Conditions provided by N/A.

Agreed: [redacted]	Agreed:
By: Sean C Walsh	By:
Signed:	Signed:
Position: President	Position:
Date: 4/2/2020	Date:

Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	02861879
Entity Name	WALSH CONSTRUCTION COMPANY II, LLC
Status	ACTIVE

Entity Information

Principal Office
929 W ADAMS ST
CHICAGO, IL 60607

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Thursday, 3 September 2009

Jurisdiction
IL

Duration

Agent Information

Name
PETER GLIMCO

Address
929 W ADAMS ST
CHICAGO , IL 60607

Change Date
Wednesday, 5 May 2010

Annual Report

For Year
2019

Filing Date
Wednesday, 3 July 2019

Managers

Name
Address
WALSH CONSTRUCTION GROUP, LLC (0286-176-3)
929 W ADAMS ST
CHICAGO, IL 60607

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

Return to Search

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office. Wed Apr 29 2020

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 13:42 04/29/20

ACTION: S

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

DISCLAIMER:
AS OF 04/29/20 AT 13:42 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:58 04/29/20

ACTION: S

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

DISCLAIMER:
AS OF 04/29/20 AT 12:58 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:58 04/29/20

ACTION: S

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

DISCLAIMER:
AS OF 04/29/20 AT 13:03 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:58 04/29/20

ACTION: S

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

DISCLAIMER:
AS OF 04/29/20 AT 13:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[redacted] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/ 10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 12:58 04/29/20

ACTION: S

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

DISCLAIMER:
AS OF 04/29/20 AT 13:06 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

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

Date: 4/2/2020 **Project Number:** I-19-4712

Project Name: Western Access Tollway (I-490) Advanced Earthwork,Drainage Construction & Railroad Spur Grading
Tri-State Tollway (I-294) To Greeen Streep MP 00.10 to MP00.35 STA 1005+00.00 to STA 1017+50.00

DELINQUENT DEBT REVIEW

CONTRACTOR/ CONSULTANT

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: Walsh Construction Company II, LLC

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: tpolk@walshgroup.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

Sub-Contractor(s)/Consultant(s)	Sub-Contractor /Consultant FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
		PLEASE SEE ATTACHED - Separate Attachment		

Signature: [redacted] **Date:** 4/2/2020

Printed Name: Sean C Walsh

TOLLWAY I-19-4712 - Retained Parties

SUBCONTRACTOR(S)	SUBCONTRACTOR FEIN	ADDRESS	GENERAL TYPE OF WORK	ANTICIPATED AMOUNT TO BE PAID (TO EXTENT KNOWN)
Archon Construction Company, Inc.		563 S. Route 53 Addison, IL 60101	Drainage	$ 1,047,994.00
Chicagoland Truckin', Inc.		5494 W Roosevelt Rd, Chicago, IL 60644	Trucking - Non-Special Waste	$ 350,000.00
DCH Construction & Hauling LLC		9454 Schiller Blvd. Franklin Park, IL 60131	Trucking - Onsite	$ 150,000.00
Industrial Fence Inc.		1300 S Kilbourn Ave. Chicago, IL 60101	Fence & Guardrail	$ 168,353.99

Substance Abuse Prevention Program Certification Public Act 95-0635

Contract # I-19-4712 Today's Date 4/2/2020

The undersigned contractor(s) and subcontractor(s) certify that they have read the provisions of the Substance Abuse Prevention on Public Works Act, Public Act 95-0635, and are in compliance with the terms of the Act.

____The contractor/subcontractors hereby certify that they are exempt from the provisions of Public Act 95-0635 because it is a party to a collective bargaining agreement that deals with Substance Abuse and Prevention as provided for in the Act.

X The contractor/subcontractors hereby certify they have a program in place to address Substance Abuse and Prevention as provided for in the Act and will submit the same to the Tollway prior to issuance of an Authorization to Proceed.

.

Walsh Construction Company II, LLC — Contractor

Sean C Walsh - President — Name/Title of Authorized Representative

[redacted] — Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

Signature of Authorized Representative

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Click here to enter text.

Business Name: Walsh Construction Company II, LLC

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: [redacted]

Legal Status (check one):

☐ Individual	☐ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☐ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☒ Limited Liability Company (select applicable tax classification)
☐ Corporation NOT providing or billing medical and/or health care services	☐ C = corporation ☒ P = partnership

Signature of Authorized Representative: Date: April 20, 2020

[redacted]

File Number 0286187-9

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

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

WALSH CONSTRUCTION COMPANY II, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 03, 2009, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 12TH *day of* MARCH *A.D.* 2020 .

Authentication #: 2007200688 verifiable until 03/12/2021
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 24072

Walsh Construction Company II, LLC

929 W. Adams Street

Chicago IL 60607

Information for this business last updated on:

Thursday, May 23, 2019

Certificate produced on Thursday, February 6, 2020 at 10:46 AM

Registered SEAL OF THE STATE BOARD OF ELECTIONS ILLINOIS Business

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: 20-557THA-ENGCO-B-13448 Procurement/Contract #: I-19-4712

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 an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor 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 an active State of Illinois Vendor Registration Number.

To ensure that you have an active 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 an active IPG registration.

State of Illinois Vendor Registration Number: IPG 0382458

IPG Expiration Date: 4/20/2021

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.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

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

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 #
Please See Attached	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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: Walsh Construction Company II, LLC
Street Address: 929 W Adams Street
City, State, Zip: Chicago, IL 60607

Phone: 312.563.5400
Email: tpolk@walshgroup.com
Vendor Contact: Diana Meziere

Signature: [redacted]

Date: 04/20/2020

Printed Name: Sean C Walsh

Title: President

CURRENT CONTRACTS WITH GOVERNMENT AGENCIES IN THE STATE OF ILLINOIS

CUSTOMER NAME	JOB NAME	Status	FORECASTED CONTRACT VALUE	CONTRACT/ PROJECT ID #
MWRD	Thornton Composite Connecting Tunnels & Gates	Current	$ 133,707,592	04-202-4F
NORTHEAST ILLINOIS RAILROAD CORP.	METRA U.P. North Line Reconstruction	Current	$ 69,265,748	K02512
MWRD	Final Reservior Preparation Thonton Composite	Current	$ 41,210,319	04-203-4F
CITY OF CHICAGO	Torrence Avenue Grad Separation - B-3-332	Current	$ 114,459,011	B-3-332 / 23954
MWRD	MWRD - O'Brien Plant Disinfection Facilities	Current	$ 61,472,380	11-054-3P
CHICAGO TRANSIT AUTHORITY	CTA Wilson Transfer Station Rebid - JV	Current	$ 152,753,703	C14FI101514672
CHICAGO DEPT OF TRANSPORTATION	Chicago Riverwalk - LaSalle to Lake Street	Current	$ 54,529,204	E-0-621B / 32517
MWRD	McCook Reservoir Des Plaines Inflow Tunnel	Current	$ 107,484,030	13-106-4F
CITY OF CHICAGO DEPT OF AVIATION	O'Hare 9C-27C East Package	Current	$ 71,344,130	OH.6143.200.50.321 / 41567
CITY OF CHICAGO DEPT OF AVIATION	O'Hare Taxiway Z/J & Tank Farm Road	Current	$ 57,380,361	OH.6143.710.371.50 / 58617
IL. STATE TOLL HIGHWAY AUTHORITY	I-88 York Road to I-290	Current	$ 50,143,058	RR-13-4116
CHICAGO TRANSIT AUTHORITY	CTA-Belmont & Jefferson Park Station Improvements	Current	$ 31,728,339	C17FI101997490
CHICAGO TRANSIT AUTHORITY	CTA-South ML Garfield Gateway Station Renovation	Current	$ 26,203,518	C17FT101997508
ILLINOIS DEPT OF TRANSPORTATION	IDOT 64E26: I-74 Reconstruction (7th Ave South)	Current	$ 85,812,297	64E260
IL. STATE TOLL HIGHWAY AUTHORITY	I-94 Edens Spur - Pfingsten Rd to UPRR	Current	$ 48,427,643	I-18-4373
CITY OF CHICAGO DEPT OF AVIATION	O'Hare Taxiway Z/J & Tank Farm Road Package B	Current	$ 13,229,510	OH.6143.710.372.50 / 79798
CHICAGO TRANSIT AUTHORITY	CTA RPM Phase 1	Current	$ 763,349,933	C17FT102011817
CITY OF CHICAGO DEPT OF AVIATION	O'Hare Terminal 5 - Concourse M Extension Site/Civil	Current	$ 66,682,030	92975
CITY OF CHICAGO DEPT OF AVIATION	O'Hare Runway 9C-27C (BP #3) & Runway 4L-22R Rehab	Current	$ 87,758,482	94126
IL. STATE TOLL HIGHWAY AUTHORITY	Tollway 4117R I-88 Ramp & Roadway	Current	$ 15,488,128	RR-13-4117R
IL. STATE TOLL HIGHWAY AUTHORITY	BNSF Bridge Over I-294	Current	$ 67,124,561	I-18-4428
CITY OF CHICAGO DEPT OF AVIATION	O'Hare Runway 9R-27L Extension-East	Pending	$ 159,439,294	

Vendor Registration: View

Help & Tools

General | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Cer ifications | Site Visits | Registrations | Reports

WALSH CONSTRUCTION COMPANY II, LLC. System Vendor Number: **20145768**

1 flag has been added to this record. See below for details.

Show only flagged items.

View All Forms in PDF | Download Documents

Vendor Registration

TYPE	**State of Illinois Vendor Registration**
DESCRIPTION	**Register to do business with the State of Illinois**
DATE SUBMITTED	**4/15/2020**
STATUS	**Accepted**
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	**IPG-0382458**
REVIEWER	**Kim Burton**
DATE REVIEWED	**4/20/2020**
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	**4/20/2021**
FLAG FORM	**Add Flag**

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	**No**
REGISTERING AS A	**Prime**

Entity Information

BUSINESS NAME	**WALSH CONSTRUCTION COMPANY II, LLC.**
CONTACT FOR THIS SUBMISSION	**Diana Meziere** (**change contact**)
PRIMARY CONTACT EMAIL	**dmeziere@walshgroup.com**
PHONE	**781-793-9988 Ext. 4050**
FAX	**312-563-5467**
COMPANY EMAIL	**ckeil@walshgroup.com**
TAX ID NUMBER	[redacted]
COMPANY TYPE	**LLC**
ADDRESS	**929 WEST ADAMS STREET** **CHICAGO, IL 60607** [edit address]

Vendor Registration: View Form

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WALSH CONSTRUCTION COMPANY II, LLC. System Vendor Number: **20145768**

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Vendor Registration

FORM NAME	**A - B. Business Information & Additional Information**
DESCRIPTION	**Complete section A and B, in order to submit this form.**
DATE SUBMITTED	**4/15/2020**
STATUS	**Accepted**
BUSINESS NAME	**WALSH CONSTRUCTION COMPANY II, LLC.**
POINT OF CONTACT	**Diana Meziere**
FLAG FORM	**Add Flag**

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	**Prime**
2. NAME OF CEO/BUSINESS OWNER	**Sean C Walsh**
3. ANNUAL SALES/GROSS RECEIPTS	**2,779,292,461**
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	**09/03/2009**
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	**The business conducts business statewide.**
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	**Diana Meziere**
CONTACT PERSON TITLE	**Executive Assistant**
CONTACT PERSON PHONE	**312.563.5444**
CONTACT PERSON EMAIL	**dmeziere@walshgroup.com**

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	**Other** **Tollway**

Vendor Registration: View Form

Help & Tools

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

WALSH CONSTRUCTION COMPANY II, LLC. System Vendor Number: **20145768**

Return to Main Form

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Vendor Registration

FORM NAME	**C. Small Business Set-Aside Program**
DESCRIPTION	**Complete the Small Business Set-Aside Program form**
DATE SUBMITTED	**4/15/2020**
STATUS	**Accepted**
BUSINESS NAME	**WALSH CONSTRUCTION COMPANY II, LLC.**
POINT OF CONTACT	**Diana Meziere**
FLAG FORM	**Add Flag**

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	**No**

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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Vendor Registration: View Form

Help & Tools

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

WALSH CONSTRUCTION COMPANY II, LLC. System Vendor Number: **20145768**

Return to Main Form

1 flag has been added to this record. See below for details.

Show only flagged items.

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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	**4/15/2020**
STATUS	**Accepted**
BUSINESS NAME	**WALSH CONSTRUCTION COMPANY II, LLC.**
POINT OF CONTACT	**Diana Meziere**
FLAG FORM	**Add Flag**

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	**2788**	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	**My business had 15 or more employees at any time within the past year.** **133354-00 3/8/2021**	1

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**	

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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WALSH CONSTRUCTION COMPANY II, LLC. System Vendor Number: **20145768**

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Vendor Registration

FORM NAME	**F - G. Certifications & Board of Elections**
DESCRIPTION	**Complete section F - G, in order to submit the form.**
DATE SUBMITTED	**4/15/2020**
STATUS	**Accepted**
BUSINESS NAME	**WALSH CONSTRUCTION COMPANY II, LLC.**
POINT OF CONTACT	**Diana Meziere**
FLAG FORM	**Add Flag**

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCS, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes

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)?

Yes, I certify my business is registered with BOE.

24072

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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WALSH CONSTRUCTION COMPANY II, LLC. System Vendor Number: **20145768**

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Vendor Registration

FORM NAME	**H. Iran Disclosure**
DESCRIPTION	**Complete section H, in order to submit this form.**
DATE SUBMITTED	**4/15/2020**
STATUS	**Accepted**
BUSINESS NAME	**WALSH CONSTRUCTION COMPANY II, LLC.**
POINT OF CONTACT	**Diana Meziere**
FLAG FORM	**Add Flag**

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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WALSH CONSTRUCTION COMPANY II, LLC. System Vendor Number: **20145768**

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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	**4/15/2020**
STATUS	**Accepted**
BUSINESS NAME	**WALSH CONSTRUCTION COMPANY II, LLC.**
POINT OF CONTACT	**Diana Meziere**
FLAG FORM	**Add Flag**

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF $106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN $106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. **Walsh Percentage of Ownership and Distributive Income Form 3-24-2017v2.docx (DOCX)**	**Attached by Diana Meziere on 4/15/2020**

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN $106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN $106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% ($106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR ($177,412.00)?

No

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)?

No

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE

PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Walsh Construction Company II, LLC

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.

Ownership Share: **The following entity has ownership share in Walsh Construction Company II, LLC**

Table X			
Name	Address	Percentage of Ownership	$ Value of Ownership
Walsh Construction Group, LLC	929 W. Adams Chicago Il 60607	99.6%	
Matthew Walsh-Trust	929 W Adams, Chicago, IL 60607	0.2%	
Daniel J Walsh - Trust	929 W Adams, Chicago, IL 60607	0.2%	

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 6344

Walsh Construction Company II, LLC
929 West Adams St. CHICAGO, IL 60607

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 SUPER UNLIMITED

001	EARTHWORK	Unlimited
002	PCC PAVING	Unlimited
012	DRAINAGE	Unlimited
014	ELECTRICAL	$6,550,000
017	CONCRETE CONSTRUCTION	Unlimited
034	DEMOLITION	$37,425,000
039	MARINE CONSTRUCTION	$49,900,000
08A	AGGREGATE BASES & SURF. (A)	Unlimited
09C	HWY., R.R. & WATERWAY STR.	Unlimited

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/29/2019 TO 4/30/2020 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 5/29/2019.

[redacted]
Engineer of Construction

IL 494-0645

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: I-19-4712

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of **30th**, **April** **2020** by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and **Walsh Construction Company**

* 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 **Chicago**, 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.

CONTRACT NO: I-19-4712

CONTRACT BOND AGREEMENT

The contractor shall simultaneously herewith furnish and deliver to the Tollway 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 Tollway, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the Tollway 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 Tollway 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 Tollway, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Tollway, the contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Tollway 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 Tollway be insolvent, the Contractor agrees forthwith upon request of the Tollway to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the Tollway.

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 Tollway.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Chief Operating Officer’s signature and shall continue until June 1, 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 June 1, 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.

LIABILITY OF JOINT VENTURE

In the event the successful bidder (contractor) of this contract is a joint venture, then each individual, partnership, or corporation comprising such joint venture, shall be individually, personally, severally and jointly liable and responsible, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this contract, notwithstanding any arrangement, understanding or agreement to the contrary, if any, whether disclosed to the Tollway or not, entered into by and between the individual, partnership, joint venture, or corporation comprising such joint venture.

PERFORMANCE OF THE WORK

The contractor shall perform all work under the direct supervision, and to the satisfaction of the Construction Manager . The Construction Manager shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the work and interpretation of the specifications, and the Construction Manager's decision shall be final.

Any dispute between the Construction Manager and the contractor with respect to any matter shall be decided by the Chief Engineering Officer of The Tollway 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 Tollway 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 Tollway 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-19-4712

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 Tollway 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 Tollway is not required to obtain a yearly appropriation of its funds. However, the Tollway 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-19-4712
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 **Walsh Construction Company** at:

929 West Adams Street
Chicago, Illinois 60607

or to the TOLLWAY 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] 6/4/2020
President Date
Sean C Walsh
Printed Name as Signed Above

ATTEST: [redacted] (Seal)
Secretary
Brian R Walsh
Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED: [redacted] 06/19/2020
Willard S. Evans Jr., Chairman/CEO Date

APPROVED: [redacted] 06/19/2020
Jose Alvarez, Executive Director Date

APPROVED: [redacted] 06/18/2020
Cathy R. Williams, Chief Financial Officer Date

APPROVED: [redacted] 06/18/2020
Kathleen Pasulka-Brown, General Counsel Date

Approved as to Form and Constitutionality
[redacted] 06/15/2020
Attorney General, State of Illinois Date

NON-CORPORATION SIGNATURE FORM

Philip Griffith & Chris McNally, **is hereby authorized, directed and empowered, on behalf of Walsh Construction Company, II, LLC, to execute**

(Name of Contractor)

contract number I - 19 - 4712 and any and all contract modifications or documentation in connection with The Illinois State Toll Highway Authority's Contract No. I - 19 - 4712 .

Walsh Construction Company II, LLC
Name of Contractor

[redacted]

By

President
Title

5/4/2020
Date

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

- ✓ **If not,** contact us immediately.
- ✓ ***Do not discard*** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT — State of Illinois - Department of Revenue — OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate

IL STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVE
DOWNERS GROVE IL 60515-1703

Sales Tax Exemption Certificate

Issue date:
02/10/2020

Sales Tax Exemption [redacted]

Expiration date:
03/01/2025

Organization type: **Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

ILLINOIS REVENUE [redacted]
Director

OFFICIAL DOCUMENT - DO NOT DESTROY

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4712

PERFORMANCE BOND

Bond No. 107241944

KNOW ALL PERSONS BY THESE PRESENTS, That we, Walsh Construction Company II, LLC,
(Name of Principal)

- ☐ a corporation organized and existing under the laws of the State of _____ 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 Travelers Casualty and Surety Company of America
(Name of Surety)
a corporation organized and existing under the laws of the State of Connecticut 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 Seven million eight hundred and sixty-nine thousand six hundred and ninety-six dollars and forty four cents ($7,869,696.44), 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

I-19-4712 Western Access Tollway (I-490) Advance Earthwork, Drainage Construction & Railroad Spur
(Insert Contract Number and Description)

Grading Tri-State Tollway (I-294) To Green Street MP 0.10 to MP 0.35 Sta 1005+00 To Sta 1017+50

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 14th day of May, 2020.

Surety Travelers Casualty and Surety Company of America

Address One Tower Square
Hartford, CT 06183

By [redacted]
(Seal) Attorney in Fact Patricia Collins, Attorney-in-Fact

Agent for Surety AEW Insurance Agency, LLC
Patricia Collins

Address 929 W. Adams St
Chicago, IL 60607

Principal Walsh Construction Company II, LLC

Address 929 West Adams St.
Chicago, IL 60607

By [redacted]
(Signature) (Seal)
Sean C. Walsh, President
(Name & Title)

Attest [redacted]
Corporate Secretary Brian R. Walsh, Secretary

(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)

State of Illinois
County of Cook

On this 14 day of May, 2020, before me personally appeared Patricia Collins, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,** the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

[redacted]
Sheryl Solomon

OFFICIAL SEAL
SHERYL SOLOMON
NOTARY PUBLIC, STATE OF ILLINOIS
DU PAGE COUNTY
MY COMMISSION EXPIRES 07/12/2023

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia Collins** of **Chicago, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory inthe nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

HARTFORD, CONN. — HARTFORD, CONN. — CORPORATE SEAL

State of Connecticut

City of Hartford ss.

By: [redacted]
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

[redacted]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds; recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14 day of May , 2020 .

HARTFORD, CONN. — HARTFORD, CONN. — CORPORATE SEAL

[redacted]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4712

PAYMENT BOND

Bond No. 107241944

KNOW ALL PERSONS BY THESE PRESENTS, That we, Walsh Construction Company II, LLC,
(Name of Principal)

- [ ] a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Illinois,
- [X] 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 Travelers Casualty and Surety Company of America
(Name of Surety)
a corporation organized and existing under the laws of the State of Connecticut 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 Seven million eight hundred and sixty-nine thousand six hundred ninety-six dollars and forty four cents ($7,869,696.44), 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

I-19-4712 Western Access Tollway (I-490) Advance Earthwork, Drainage Construction & Railroad Spur
(Insert Contract Number and Description)

Grading Tri-State Tollway (I-294) To Green Street MP 0.10 to MP 0.35 Sta 1005+00 To Sta 1017+50

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals this 14th day of May, 2020.

Surety: Travelers Casualty and Surety Company of America

Address: One Tower Square
Hartford, CT 06183

By: [redacted]
(Seal) Attorney in Fact Patricia Collins, Attorney-in-Fact

Agent for Surety: AEW Insurance Agency, LLC
Patricia Collins

Address: 929 W. Adams St.
Chicago, IL 60607

Principal: Walsh Construction Company II, LLC

Address: 929 W Adams St
Chicago, IL 60607

By: [redacted]
(Signature) (Seal)
Sean C. Walsh, President
(Name & Title)

Attest: [redacted]
Corporate Secretary Brian R. Walsh, Secretary

(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)

State of Illinois
County of Cook

On this 14 day of May, 2020, before me personally appeared Patricia Collins, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,** the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

[redacted]

Sheryl Solomon

OFFICIAL SEAL
SHERYL SOLOMON
NOTARY PUBLIC, STATE OF ILLINOIS
DU PAGE COUNTY
MY COMMISSION EXPIRES 07/12/2023

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia Collins** of **Chicago, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory inthe nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: [redacted]
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

[redacted]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14 day of May , 2020

[redacted]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

COLLINS ENGINEERS INC.

May 5, 2020

ISTHA Contract I-19-4712

Mr. Chris McNally
Walsh Construction
929 West Adams Street
Chicago, Illinois 60607

Dear Mr. McNally:

Collins Engineers, Inc. warrants that its Engineering Professional Liability insurance for the pay item listed below shall be maintained continuously for a period of not less than five years after the above referenced project is complete.

- JA000295 – Steel Casing Pipe, Bore and Jack, 60"
- JI602791 – Junction Chamber, Location 1
- JI602791 – Junction Chamber, Location 2
- JI999706 – Steel Casing Pipe, Bored and Hacked, 24"
- JT545036 – Steel Casing Pipe, Bore and Jack 36"

Sincerely,
COLLINS ENGINEERS, INC.

[redacted]

Jason Schneider
Regional Manager

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2020

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	CONTACT NAME: Alison Blaser
USI Insurance Services LLC 222 S. Riverside Plaza, Ste. 900 Chicago, IL 60606	PHONE (A/C, No, Ext): 312 766 2018 FAX (A/C, No): 610 537 1964 E-MAIL ADDRESS: alison.blaser@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company	37540
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Collins Engineers, Inc.
550 W Jackson Blvd. Ste1200
Chicago IL 60661

COVERAGES **CERTIFICATE NUMBER:** 14976973 **REVISION NUMBER:** See below

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liablity Claims Made Form			V15RR9201501	03/15/2020	03/15/2021	$2,000,000 each claim $2,000,000 aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:Contract I-19-4712

CERTIFICATE HOLDER

Walsh Cosntruction Company
929 W Adams
Chicago IL 60607

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[redacted]

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Empower Results®

June 3, 2020

To Whom It May Concern

Re: Illinois State Toll Highway Authority
Project Name: Contract #: I-19-4712; I-490 Advanced Earthwork Drainage Construction & RR Spur Grading (I-294 to Green St.) MP 0.10 to MP 0.35.
Contractor: Walsh Construction Company II, LLC

Aon Risk Services Central, Inc. Illinois Division is the insurance broker for Walsh Construction Company II, LLC.

We are attesting that:

1. All provisions of the accepted certificates of insurance and policy confirmations/binders have been obtained, and,
2. All endorsements indicated have been secured from the insurance carrier(s).

Aon Risk Services Central, Inc. is an insurance broker for the insurance carrier.

Please contact our office with any questions.

Sincerely,

[redacted]

Rick Subak, CPCU, ARM, CRIS
Senior Vice President / Strategic Account Manager
Aon Risk Services Central, Inc.| Construction Services Group
200 East Randolph Street | Chicago, Illinois 60601
t +1.312.381.4380
rick.subak@aon.com

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/03/2020

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	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Walsh Construction Company II, LLC 929 West Adams Chicago IL 60607 USA	INSURER A: Arch Insurance Company	11150
	INSURER B: Berkshire Hathaway Specialty Ins Company	22276
	INSURER C: North American Specialty Ins Co.	29874
	INSURER D: National Fire & Marine Ins Co	20079
	INSURER E: North American Capacity Ins Co	25038
	INSURER F: Allied World National Assurance Company	10690

COVERAGES **CERTIFICATE NUMBER:** 570082010953 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			41PKG8901914 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $25,000 $1,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			41PKG8901914 AOS 41CAB8902014 MA Only	06/01/2020 06/01/2020	06/01/2021 06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION			47XSF30256805	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		41WCI8910907	06/01/2020	06/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Env Contr Poll			42CPL30532203 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	Per Claim/Aggr	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #: I-19-4712; I-490 Advanced Earthwork Drainage Construction & RR Spur Grading (I-294 to Green St.) MP 0.10 to MP 0.35; Walsh II Job No.: 220081. See attached.

CERTIFICATE HOLDER

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove IL 60515 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[redacted]

Holder Identifier : ABDHLMNOUZ6

Certificate No : 570082010953

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AGENCY CUSTOMER ID: 10774508
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY: Aon Risk Services Central, Inc.	NAMED INSURED: Walsh Construction Company II, LLC
POLICY NUMBER: See Certificate Number: 570082010953	
CARRIER: See Certificate Number: 570082010953 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C				EXS200084702 $15M xs $10M	06/01/2020	06/01/2021	Each Occurrence	$15,000,000
F				03113457 $15M xs $25M	06/01/2020	06/01/2021	Aggregate	$15,000,000
							Each Occurrence	$15,000,000
	OTHER							
E	Env Contr Prof			CNP100002802 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	Per Claim/Aggr	$2,000,000
A	Excess WC			41WCX8901814 SIR XS WC - IL,IN,WA SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EL Each Accident	$1,000,000
							EL Disease - Policy	$1,000,000
							EL Disease - Ea Empl	$1,000,000

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AGENCY CUSTOMER ID: 10774508

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Walsh Construction Company II, LLC
POLICY NUMBER: See Certificate Number: 570082010953	
CARRIER: See Certificate Number: 570082010953 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Continuation Page 1

* The Illinois State Toll Highway Authority together with its officials, directors and employees
* Federal Aviation Administration (FAA)
* The Village of Franklin Park
* The Village of Bensenville
* Union Pacific Railroad
* Canadian Pacific Railway
* The Consulting Engineer
* Design Section Engineer (Alfred Benesch & Co.) and all subconsultants
* Design Corridor Manager (Jacobs) and all subconsultants
* Design Corridor Manager (AECOM) and all subconsultants
* Corridor Construction Manager and all subconsultants
* Construction Manager and all subconsultants
* The Program Management Office (PMO)
* Project Manager
* WSP USA, Inc. and all their officers, agents and employees

are an Additional Insured pertaining to General Liability, Automobile Liability, Excess Liability and Pollution Liability policies with respects to liability arising out of the Named Insured's operations on the referenced project. Professional services for Architects, Engineers, Consultants, etc. are excluded.

The Illinois State Toll Highway Authority together with its officials, directors and employees are to be named as "Additional Insured" with coverage at least as broad as set forth in ISO Form CG 2010 and CG 2037.

The Village of Franklin Park and The Village of Bensenville are included as Additional Insured as per Additional Insured Endorsement CG 20 26 07 04.

The Consulting Engineer; Design Section Engineer (Alfred Benesch & Co.) and all subconsultants; Design Corridor Manager (Jacobs) and all subconsultants; Design Corridor Manager (AECOM) and all subconsultants; Corridor Construction Manager and all subconsultants; Construction Manager and all subconsultants; The Program Management Office (PMO); Project Manager; WSP USA, Inc. and all their officers, agents and employees are to be named as Additional Insured with coverage at least as broad as set forth in ISO form CG 2032 providing coverage for engineers, architects or surveyors.

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AGENCY CUSTOMER ID: 10774508

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Walsh Construction Company II, LLC
POLICY NUMBER: See Certificate Number: 570082010953	
CARRIER: See Certificate Number: 570082010953 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

A Waiver of Subrogation in favor of The Illinois State Toll Highway Authority, and all their officers, agents and employees, Federal Aviation Administration (FAA); The Village of Franklin Park; The Village of Bensenville; Union Pacific Railroad; Canadian Pacific Railway; The Consulting Engineer; Design Section Engineer (Alfred Benesch & Co.) and all subconsultants; Design Corridor Manager (Jacobs) and all subconsultants; Design Corridor Manager (AECOM) and all subconsultants; Corridor Construction Manager and all subconsultants; Construction Manager and all subconsultants; The Program Management Office (PMO); Project Manager; WSP USA, Inc. and all their officers, agents and employees are included on the General Liability, Automobile Liability, Excess Liability and Workers' Compensation policies.

This insurance will be Primary and Non-Contributory to the General Liability and Automobile Liability policies with respect to any other available insurance to the Additional Insureds for the negligence of the insured on the referenced project.

Contractual Liability is included, subject to the terms, conditions, limitations and exclusions of the General Liability.

Excess Liability follows form to the underlying General Liability, Automobile Liability and Employers Liability policies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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 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 organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, you have agreed by means of a written contract or agreement, to add as an additional insured; such person or organization is an additional insured on this policy. When required by a written contract or agreement, coverage afforded to these additional insured parties will be primary to and non-contributory with any other insurance available to that person or organization.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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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

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR ORGANIZATION, YOU HAVE AGREED BY MEANS OF A WRITTEN CONTRACT OR AGREEMENT, TO ADD AS AN ADDITIONAL INSURED; SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY. WHEN REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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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:
ANY PERSON OR ORGANIZATION, YOU HAVE AGREED BY MEANS OF A WRITTEN CONTRACT OR AGREEMENT, TO ADD AS AN ADDITIONAL INSURED; SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY. WHEN REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" 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.

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 rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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POLICY NUMBER: 41PKG8901914

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY WRITTEN AGREEMENT WITH OUR NAMED INSURED AS LONG AS THE REQUEST OCCURS PRIOR TO A LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: 41PKG8901914

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE WALSH GROUP, LTD.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATIONS, WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, ARE AN ADDITIONAL INSURED.

THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY AS RESPECTS TO THE PERSON OR ORGANIZATION.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE WALSH GROUP, LTD.

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT REQUIRES A WAIVER FROM THE NAMED INSURED VIA A WRITTEN CONTRACT PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Berkshire Hathaway
Specialty Insurance

ENDORSEMENT

This endorsement, effective 12:01AM: **06/01/2020**
Forms a part of Policy No.: **42-CPL-305322-03**
Issued to: **The Walsh Group, Ltd.**
By: **National Fire & Marine Insurance Company**

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

I. The entity(s) listed below on the Additional Insured Schedule is included as an additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:

a. Solely to the additional insured(s) liability arising out of the "named insured's" "covered operations"

ADDITIONAL INSURED SCHEDULE

As required by a written contract executed prior to the "occurrence" of "pollution".

All other terms, conditions and exclusions remain the same.

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 WHERE WAIVER OF OUR RIGHT TO RECOVER IS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

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 06/01/2020 Policy No. 41WCI8910907 Endorsement No.
Insured WALSH CONSTRUCTION GROUP, LLC Premium INCL.
Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AK	35%
AL	109%
AR	62%
AZ	12%
CO	35%
CT	25%
DE	105.34%
FL	93%
GA	41%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
HI	24%
IA	107%
ID	16%
KS	52%
LA	108%
MA	22.6%
ME	27%
MI	67%
MS	81%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
MT	118%
NC	90%
NE	76%
NH	106%
NJ	50%
NM	64%
NV	10%
OK	88%
PA	60.68%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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POLICY NUMBER: **41WCI8910907**

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
RI	60%
SC	64%
SD	44%
TN	145%
UT	54%
VA	73%
VT	18%
WI	61%
WV	77%

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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 **06-01-20** Policy No. **41WCI8910907** Endorsement No.

Insured **WALSH CONSTRUCTION GROUP, LLC** Premium $ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE: **06-01-20**
WC 00 01 06 A (Ed. 4-92)

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POLICY NUMBER: 41WCI8910907

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

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Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
PR	TBD
ALL OTHER STATES	VARIES BY STATE

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE: **06–01–20**
WC 00 01 06 A (Ed. 4-92)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 41PKG8901914

Named Insured: THE WALSH GROUP, LTD

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION/NONRENEWAL – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation or non-renewal when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation or non-renewal that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation or non-renewal, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of cancellation/non-renewal of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation/non-renewal of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation or non-renewal date nor impact or negate any cancellation or non-renewal of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 41WCI8910907

Named Insured: WALSH CONSTRUCTION GROUP, LLC

Endorsement Effective Date: 06-01-2020

[redacted]

President

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 06/03/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): (866) 283-7122
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	
FAX (A/C, No): (800) 363-0105	E-MAIL ADDRESS:
CODE:	SUB CODE:
AGENCY CUSTOMER ID #: 10774508	

COMPANY
ACE American Insurance Company 525 W. Monroe Street Suite 1200 Chicago, IL 60661

INSURED	LOAN NUMBER	POLICY NUMBER
Walsh Construction Company II, LLC; The Illinois State Toll Highway Authority and All Subcontractors of Every Tier to their extent of their insurable interests in the work and pre-existing structure 929 West Adams Street Chicago, IL 60601		I11159850001C8-78

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
05/14/2020	06/01/2021	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

RE: Contract #: I-19-4712; I-490 Advanced Earthwork Drainage Construction Project & RR Spur Grading (I-294 to Green St.) MP 0.10 to MP 0.35.

Location: 11333 Addison Avenue, Franklin Park, IL / Cook and DuPage Counties.

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater/Builders Risk Coverage Per Location	$7,869,696	As Per BR Master Policy

REMARKS (Including Special Conditions)

Coverage basis is "Cause of Loss – Special Form" including Flood and Earthquake with other exclusions per policy forms.
All terms, conditions, limitations and exclusions in current use by Ace American Insurance Company will apply, and as per Master Builders Risk Policy.
Terrorism Exclusion will apply.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

The Illinois State Toll Highway Authority
Attention: Risk Management
2700 Ogden Avenue
Downers Grove, IL 60515

☒ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE [redacted]

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