

## RESOLUTION NO. 22073

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4534 for Bridge Beam Fabrication on the Tri-State Tollway (I-294) over Union Pacific Railroad (UPRR), Mile Post 35.80 Bridge Numbers 287 and 288. The lowest responsive and responsible bidder on Contract No. I-20-4534 is Judlau Contracting, Inc./S & J Construction Company Inc. (JV) in the amount of \$6,321,107.38.

**Resolution**

Contract No. I-20-4534 is awarded to Judlau Contracting, Inc./S & J Construction Company Inc. (JV) in the amount of \$6,321,107.38, 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 and 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 and 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



October 23, 2020

Mr. Arnav Amin, Executive Vice President  
Judlau Contracting, Inc./S&J Construction Co., Inc Joint Venture  
1011 Warrenville Rd., Suite 195  
Lisle, IL 60532

**Re: Construction Contract I-20-4534  
Bridge PPC Beam Fabrication  
Tri-State Tollway (I-294)  
Over Union Pacific Railroad (UPRR)  
Mile Post 35.80  
Bridge Numbers 287 and 288**

**NOTICE TO PROCEED**

Dear Mr. Amin:

As of this date, with receipt of all the executed Contract Documents, in accordance with Section 103.08 of the Tollway Supplemental Specifications and S.P. 104 of the Contract Requirements, the Work commencement date is hereby set forth as October 23, 2020. Construction of the Work can commence and the terms and conditions of your Contract Documents become effective on this date. A duplicate original of the contract book will be available for you via eBuilder.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from subcontractors of all tiers, whose contract value exceeds \$50,000. Truckers and suppliers are exempt from the certification/disclosure requirement. The e-Builder A-15 (Subcontractor Approval) and FDR (Financial Disclosure Review) processes are the vehicles to request approval of a subcontractors and for submittal of certification/disclosure forms. Subcontractors who have not been approved in the e-Builder A-15 process or have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000.

In accordance with the Contractor's Quality Program Manual, Section 3.3 – Submittal – we are requesting submittal of your Contractor's Quality Plan, via Tollway's Web-Based Project Management System, within fourteen (14) days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.

Baseline schedule for the scope of this contract will be required to be submitted to the Engineer within 14 calendar days of the issuance of the Notice to Proceed per Tollway Supplemental Spec. 108.02.

As provided in Special Provision 103.1 and Article 108.05 of the Tollway Supplemental Specifications, the completion date for this project is hereby fixed at September 1, 2023.

Sincerely,



Eric Ocomy  
Chief of Contract Services

EO: cmhg

cc	Mustafa Hassan	Chief Engineering Officer	Manar Nashif
	Jordan Kim	Robert Flaska	Simone Kapovich
	Eleanor Curcuro	John Stevens	
	Dorothy Jablonski	Lt. Robert Meeder	

File: 03.4534.01.03 LT\_Tollway\_EO\_4534Judlau\_S&JConstructionJV\_NTP\_10232020

**RETURN WITH BID**

**CONTRACT I-20-4534**

**BRIDGE PPC BEAM FABRICATION**

**TRI-STATE TOLLWAY (I-294) OVER UNION  
PACIFIC RAILROAD (UPRR)  
MILE POST 35.80  
BRIDGE NUMBERS 287 AND 288**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**

**REQUIRED DOCUMENTS**

**ADDENDUM NO. 3  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-20-4534  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 6/25/2020**

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30 a.m. local time on July 2, 2020

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The following revised Special Provision page is included with this Addendum: iRR.
2. The following new Special Provision pages are included with this Addendum: J-9A and J-9B.
3. An Optional Pre-Bid Meeting was held Thursday, June 11, 2020 at 10 A.M. through the Tollway WebEx. The minutes and registration list from the Optional Pre-Bid Meeting held on June 11, 2020 are included in this Addendum.
4. Responses to Requests for information received from the Plan Holders are included in this Addendum.

## **CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #1** Contract Requirements, Volume II, replace Page iR with iRR (attached).

This replacement contains the following revision:

1.1 Updated Table of Contents to show new special provision pages added as part of this addendum.

**Change #2** Contract Requirements, Volume II, add Pages J-9A and J-9B (attached).

This addition contains the following revision:

2.1 Added Special Provision for Contract Compliance (Illinois Tollway).

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**END OF ADDENDUM CHANGES**

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## **CONTRACT COMPLIANCE (Illinois Tollway)**

**Effective: June 19, 2020**

The following Articles of the Illinois Tollway Supplemental Specifications are revised as follows.

Revise Article 107.01(e) and Article 107.01(f) to read as follows:

(e) DBE Utilization Program. The Illinois Tollway has instituted a best efforts affirmative action program to encourage Contractors to increase the participation of disadvantaged business enterprises (DBE) on Illinois Tollway projects. The Illinois Tollway's goals are set forth in the Proposal and the Special Provision for Disadvantage Business Enterprises Participation which is part of the Contract Documents. The Illinois Tollway encourages contractors to make a best effort to achieve the Illinois Tollway's goals. Contractors and subcontractors must meet their requirements and should contact the Tollway's Diversity Department during the life of the project if they experience challenges in meeting their DBE hiring goals. Documentation of their goals shall be in the form prescribed by the Diversity Department.

(f) Veteran Owned Small Business (VOSB) Program. A VOSB is a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business. The VOSB program is separate and distinct from the DBE program. A single firm may not participate in a single project as both a VOSB and DBE firm. The Illinois Tollway has created a Partnering for Growth Program and guidelines for Veteran Owned Small Businesses (VOSBs) and encourages firms providing professional services to review the Program requirements set forth in the Proposal and the Special Provision for Veterans Small Business Participation and Utilization Plan-Construction to assist the Illinois Tollway in achieving its goals. Contractors and subcontractors must meet their requirements and should contact the Tollway's Diversity Department during the life of the project if they experience challenges in meeting their VOSB hiring goals. Documentation of their goals shall be in the form prescribed by the Diversity Department.

Revise the first paragraph of Article 109.07 to read as follows:

At least once each month the Engineer will make an approximate estimate, in writing, of the materials in place and completed, the amount of work performed, and the value thereof, at the Contract unit prices. From the amount so determined there shall be deducted 10 percent to be retained until after the completion of the entire work to the satisfaction of the Engineer, and the balance certified to the Illinois Tollway for payment, except that no amount less than \$500.00 will be so certified unless the total amount of the Contract is less the \$500.00. Contractors and subcontractors are required to submit partial lien waivers for all pay estimate and retainage payment applications prior to contract completion, and final waivers of lien and sworn statements for final pay estimate and final retainage requests. Partial and final lien waivers and sworn statements in support of pay estimates and retainage release requests shall be uploaded through the B2gNow system, eliminating the need for the submission of paper documents. Payments to

prime contractors by the Illinois Tollway are automatically transferred into the B2gNow system no later than the 8<sup>th</sup> of the month for the prior month. Prime contractors have until the 15th of the month to report payments they made to their subcontractors; and subcontractors have until the 25th of the month to confirm payments the prime contractors reported for them. Contractor and subcontractor waivers of lien will be allowed to trail for a maximum of sixty (60) days if necessary. Otherwise waivers of lien and sworn statements are submitted with each pay estimate or retainage release request through the B2gNow system. Notwithstanding the above, after 50 percent or more of The Work is completed, the remaining partial payments will be made without any further retention, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount retained shall not, at any time, be less than 5 percent of the adjusted Contract Award Amount. If at any time, satisfactory progress is not being made in accordance with the Contract requirements, the Chief Engineering Officer may in his sole discretion, require 10 percent of the amount earned to date to be retained until after the completion of the entire work to the satisfaction of the Engineer or until satisfactory progress is made in accordance with the Contract requirements.

Revise Article 109.08(d) to read as follows:

(d)Final Payment Documents. Before final payment is made as provided in Article 109.08, the Contractor shall furnish the Illinois Tollway with the following final payment documents, which forms shall be provided to the Contractor by the Illinois Tollway or submitted through B2gNow:

Consent of Surety to Final Payment

Contractor's Affidavit

Contractors Verified Certificate

Final Waiver of Lien (submitted through B2gNow system)

Guarantee Against Defective Work

Release and Waiver (submitted throughB2gNow system)

The Consent of Surety to Final Payment, Release and Waiver and Guarantee Against Defective Work shall be signed by the Contractor and by a surety satisfactory to the Illinois Tollway.



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting / I-20-4534  
**MEETING DATE/TIME:** June 11, 2020 / 11:00 a.m.  
**CHAIRPERSON:** Danna Hall, Illinois Tollway  
**LOCATION:** Tollway WebEx  
**ISSUE DATE:** June 25, 2020

### AGENDA TOPICS

1. Welcome; Self-Introduction by Procurement Representative
2. Introduction of Panelists
3. Brief Project Description
4. Advertisement Schedule
5. Compliance Goals
6. Diversity Programs
7. Project Schedule
8. Special Items to Note
9. Revisions to Contract/Addenda
10. Responses to Plan Holder Questions
11. Open Discussion/Questions

### MEETING MINUTES

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
1.0	<p><b>Welcome</b></p> <p>Danna Hall (DH) provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-20-4534, Beam Fabrication Tri-State Tollway (I-294) over Union Pacific Railroad (UPRR) Bridge Numbers 287 and 288 Mile Post 35.80</p> <p>DH 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.</p>	N/A	N/A
2.0	<p><b>Introductions</b></p> <p>The meeting presenters were introduced.</p>	N/A	N/A
3.0	<p><b>Project Description</b></p> <p>3.1 DH provided an overview of the proposed</p>	N/A	N/A



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting / I-20-4534

**MEETING DATE/TIME:** June 11, 2020 / 11:00 a.m.

**CHAIRPERSON:** Danna Hall, Illinois Tollway

**PROJECT NO.:** I-20-4534

<b>Item No.</b>	<b>Item Description</b>	<b>Responsibility</b>	<b>Due Date</b>
	<p>improvements associated with Contract I-20-4534. The improvements include:</p> <ul style="list-style-type: none"> <li>Furnishing and fabrication of precast prestressed concrete beams, steel beam diaphragms and the associated materials and hardware for the construction of the I-294 Bridges over UPRR (Bridge Numbers 287 &amp; 288 / Structure Numbers 016-9387 &amp; 016-9386.</li> <li>Store material until needed for erection and then deliver to jobsite for placement.</li> </ul>		
4.0	<b>Advertisement Schedule</b>	N/A	N/A
	<p>4.1 The following milestones were reviewed and items requiring correction via addendum were highlighted:</p> <ul style="list-style-type: none"> <li>Last Day for Bidder Questions – June 12, 2020 at 2:00 p.m.</li> <li>Bid Opening – July 2, 2020 at 10:30 a.m.</li> </ul>		
5.0	<b>Compliance Goals</b>	N/A	N/A
	<p>5.1 Tollway-Diversity reviewed the following goals established for Contract I-20-4534:</p> <ul style="list-style-type: none"> <li>DBE Participation Goal – 30.0%</li> <li>VOSB/SDVOSB Participation Goal – 3.0%</li> <li>EEO Goal – Minority 19.2%</li> <li>EEO Goal – Female 6.9%</li> </ul>		
6.0	<b>Diversity</b>	N/A	N/A
	<ul style="list-style-type: none"> <li>Earned Credit Program Cap - \$70,000</li> </ul>		
7.0	<b>Project Schedule</b>	N/A	N/A
	<ul style="list-style-type: none"> <li>Anticipated Notice to Proceed – October 19, 2020</li> <li>Substantial Completion Date – June 1, 2023</li> <li>Contract Completion Date – September 1, 2023</li> <li>Interim Completion Date – June 1, 2021</li> <li>Interim Completion Date – April 8, 2022</li> <li>Interim Completion Date – August 1, 2022</li> </ul>		



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting / I-20-4534  
**MEETING DATE/TIME:** June 11, 2020 / 11:00 a.m.  
**CHAIRPERSON:** Danna Hall, Illinois Tollway  
**PROJECT NO.:** I-20-4534

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
8.0	<b>Special Items to Note</b>	N/A	N/A
	<p><b>8.1 Coordination with Adjacent Contractors</b>            Coordination efforts with the following contract is anticipated. The Contractor will be required to route any coordination with the below listed contract through the Engineer or Corridor Construction Manager.</p> <ul style="list-style-type: none"> <li>Contract I-17-4339: Elgin O'Hare West Access Tollway (I-490) Roadway and Bridge Widening and Reconstruction, Tri-State Tollway South of Grand Avenue to Wolf Road Mile Post 35.04 to Mile Post 36.70</li> </ul>		
9.0	<b>Revisions to Contract Documents/Addendums</b>	N/A	N/A
	<p>9.1 Addendum 1 was issued June 5, 2020.</p> <p>9.2 Addendum 2 is anticipated to be released to bidders the week of June 15, 2020 and will include the minutes of the pre-bid meeting, responses to plan holder questions and other miscellaneous items.</p>		

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

# Manage Registrations: 4534, 4537 Optional Pre-Bid Meeting

Event on Thursday, June 11, 2020 11:00 am

Pending (0)	Approved (15)	Rejected (0)	<b>All (15)</b>
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Maximum registrations allowed: 10000 Total registrations: 15

<a href="#">First Name</a>	<a href="#">Last Name</a>	<a href="#">Email Address</a>	<a href="#">Registration D</a>
<a href="#">Scott</a>	<a href="#">Boma</a>	scott.boma@countymaterials.com	6/10/20 6:22 a
<a href="#">Cynthia</a>	<a href="#">Williams</a>	cmwilliams@getipass.com	6/10/20 11:01
<a href="#">Ryan</a>	<a href="#">Sylla</a>	rsylla@statetestingllc.com	6/10/20 11:16
<a href="#">Joseph</a>	<a href="#">Kibbon</a>	jkibbon@sharlen.com	6/11/20 9:18 a
<a href="#">Michael</a>	<a href="#">Allenstein</a>	mike@archononline.com	6/11/20 9:23 a
<a href="#">Curtis</a>	<a href="#">Harmon</a>	info@fidelityplumbingllc.com	6/11/20 9:23 a
<a href="#">Lawrence</a>	<a href="#">Nwachukwu</a>	law@basilicoengineering.com	6/11/20 10:13
<a href="#">Andrew</a>	<a href="#">Keenan</a>	andy.keenan@countymaterials.com	6/11/20 10:51
<a href="#">Joann</a>	<a href="#">Majewski</a>	jmajewski@benesch.com	6/11/20 10:52
<a href="#">Craig</a>	<a href="#">Lawrence</a>	craig.l@ovcchicago.com	6/11/20 10:57
<a href="#">Terry</a>	<a href="#">Miller</a>	tmiller@getipass.com	6/11/20 10:58
<a href="#">SARAH</a>	<a href="#">KUKADIA</a>	sarah.kukadia@jacobs.com	6/11/20 10:58
<a href="#">lora</a>	<a href="#">davies</a>	ldavies@earthwerksinc.com	6/11/20 10:59
<a href="#">Diana</a>	<a href="#">Hennington</a>	dhennington@comprehensivecc.com	6/11/20 11:01
<a href="#">Michael</a>	<a href="#">Patti</a>	mike.patti@jkcchicago.com	6/11/20 11:03

**FOR CONTRACT I-20-4534  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: June 25, 2020

**Questions Received from Plan Holders**

**Question No. 1.**

Does the IDOT prequalification requirement refer to the IDOT Contractor Prequalification program or the IDOT pre-approved material supplier status for precast prestressed concrete products?

**Response No. 1**

Bidders are not required to be prequalified by IDOT. See Page A-1 of the Contract Requirements. Materials shall be fabricated according to the Manual for Fabrication of Precast Prestressed Concrete Products in effect on the date of invitation for bids.

**Question No. 2**

DBE participation is stated at 30%. Does the DBE goal apply to this material procurement contract for prestressed beams? Components in the prestressed beams come from a limited source of suppliers, each approved by the Illinois Department of Transportation. There is not ancillary work performed in the manufacturing plant that could be subcontracted to meet a DBE goal. Trucking requires specialized equipment and heavy haul ability. I am unaware of any DBE firms owning the specialized equipment to perform the work of transporting these beams. Meeting any DBE goal manufacturing the beams is not practical.

**Response No. 2**

Please use IDOT's prequalification list to source certified DBE participation.

**Question No. 3**

VOSB participation is at 3%. Does this goal apply to this material procurement contract for prestressed beams? Same concerns as the DBE goal.

**Response No. 3**

Please use IDOT's prequalification list to source certified DBE participation.

**Question No. 4**

Does the prevailing wage requirement apply? Beam manufacture will not take place onsite. No work will be performed on site by the beam manufacturer.

**Response No. 4**

The Prevailing Wage Act shall apply to the extent that workers to which the Act applies are involved in the performance of contract work. Please refer the Prevailing Wage Act at:

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

**FOR CONTRACT I-20-4534  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Question No. 5**

Indemnity and additional insured requirements are inconsistent with typical material supply agreements. Will indemnity and additional insured be a negotiable items for the successful bidder?

**Response No. 5**

Contract indemnity and insurance requirements, including but not limited to additional insured requirements, are not negotiable for the successful bidder.

**Question No. 6**

The contract's insurance requirements for coverages and limits exceed typical industry standard for material suppliers. Material suppliers may be unable to provide these coverages. Are the insurance requirement correct for the procurement contract? Will these requirements be a negotiable item for the successful bidder?

**Response No. 6**

Contractors must meet the contract insurance requirements as specified in the Illinois Tollway Supplemental Specifications article 107.27, with amendments (if any) as indicated in the contract Special Provisions article S.P. 107.1.

**Question No. 7**

Will the tollway consider allowing the erection contractor to provide a bid for supply of beams, more consistent with the typical model?

**Response No. 7**

Contractors meeting the requirements of the contract may submit bids.

**Question No. 8**

Regarding the EEO targets, a precast manufacturing facility is essentially a factory setting with specialized equipment and skilled labor teams. If the existing workforce does not meet these requirements, is there an expectation that additional staffing be hired to meet these goals, substantially increasing costs as additional staffing would be unneeded? As a manufacturing facility, it will be difficult for a material supplier to meet these requirements which are structured for construction projects.

**Response No. 8**

Please reference Section 6 of the Special Provision for Equal Employment Opportunity Program included in Volume I of the Contract Requirements. The EEO goals shall apply to minority, female and veteran work as a percentage of total hours of construction workers employed on the contract within each of the categories of journeyworker, apprentice and laborer to the extent that those categories are utilized in the performance of the contract work.

**FOR CONTRACT I-20-4534  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Question No. 9**

As a material supply contract, what is the scope of coordination with adjacent contractors required with Contract I-17-4339?

**Response No. 9**

The scope of coordination with Contract I-17-4339 is discussed within the special provision for FURNISHING PRECAST PRESTRESSED CONCRETE BEAMS.

**Question No. 10**

Can the property insurance requirement be waived?

**Response No. 10**

The requirement for property insurance cannot be waived.

**Question No. 11**

Precast material suppliers do not typically carry engineering professional liability insurance as we do not perform engineering, simply produce material based on the design provided. Can this requirement be waived?

**Response No. 11**

The requirement can not be waived.

**Question No. 12**

S.P. 115.3, S.P. 115.4 and S.P. 115.5 reference punitive amounts for damage to Fiber Optic, Utility Facilities or Operational Facilities. This contract is for material supply, performing no work onsite. Can these sections of the Special Provision be removed?

**Response No. 12**

Delivery of the materials to the work site could affect the Tollway's Fiber Optic System or Utility Facilities.

**Question No. 13**

S.P. 105 sets liquidated damage amounts for non-completion. Completion of this contract will be dependent on the performance of the erection contract, a separate contract. Can liquidated damages be waived on this contract and if not, specified to apply only to the completion of beam casting no less than 45 days prior to the interim completion dates?

**Response No. 13**

The liquidated damages cannot be waived. The S.P. 103.2 Substantial Completion Date and S.P. 103.3, S.P. 103.4 and S.P. 103.5 Interim Completion Date special provisions require that the precast prestressed concrete beams, steel beam diaphragms and the associated materials and hardware be fabricated and ready for delivery to the jobsite by the specified dates. All work under the contract shall be complete by the date specified in S.P. 103.1 Contract Completion Date. See Tollway Supplemental Specifications Section 108 which shall also apply.

**FOR CONTRACT I-20-4534  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Question No. 14**

It is non-typical for a material supplier to provide a waiver of subrogation. Can this be waived?

**Response No. 14**

The requirements for waiver of subrogation cannot be waived.

**Question No. 15**

Can indemnity be limited to the Tollway only?

**Response No. 15**

Contract indemnity must meet the requirements of S.P. 108.

**Question No. 16**

Can the additional insured requirements be waived?

**Response No. 16**

The additional insured requirements cannot be waived.

**Question No. 17**

Many of the contract requirements will be difficult if not impossible for a precast material supplier to meet. A precast manufacturing business is not structured to meet the goals and requirements that prime contractors are structured to deal with on typical tollway projects. The timing of the bid date is inadequate to determine if a bid can be submitted under these terms. Will the tollway postpone this bid 30 days so material producers can determine if they will be able to provide a bid for this project?

**Response No. 17**

The bid date will not be changed. As issued in Addendum #2, the IDOT prequalification requirement has been waived and the self-performance requirement for this contract has been reduced to 5%.

**ADDENDUM NO. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-20-4534  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 6/15/2020**

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30 a.m. local time on **July 2, 2020**.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The IDOT Prequalification Requirement has been revised. Replace A-1R with the attached page A-1RR.
2. The following revised Special Provision pages are included in the Contract with this Addendum: iR and J-9R.

# **CHANGES TO THE CONTRACT REQUIREMENTS**

## **CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

**Change #1** Contract Requirements, Volume I, Advertisement, replace page A-1R with page A-1RR (attached),

This replacement contains the following revision:

- 1.1. Revised A-1 IDOT Prequalification Requirement from "Yes" to "No".

## **CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #2** Contract Requirements, Volume II, replace Pages i with Pages iR (attached).

This replacement contains the following revision:

- 2.1. Revised Table of Contents sheets to reflect special provision Change #3.

**Change #3** Contract Requirements, Volume II, replace Page J-9 with page J-9R (attached).

This replacement contains the following revisions:

- 3.1. Revised S.P. 124 to lower self-performance to 5% of the contract.

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**END OF ADDENDUM CHANGES**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and Information for

**CONTRACT NO.: I-20-4534**

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DATE: June 4, 2020

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**S.P. 122      COMMITMENTS**

***NOT USED***

**S.P. 123      CONTRACT BOND**

***NOT USED***

**S.P. 124      SUBLETTING OF ASSIGNMENT OF CONTRACT**

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

The Contractor shall furnish the material, labor, equipment, and all incidentals necessary to perform, with its own organization, work items accounting for not less than **5** percent of the total Contract Award amount, based on quantities of items and unit prices contained in the Proposal. Except for the transporting of materials, no portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Chief Engineering Officer. All Subcontractors must be approved in writing before they commence any work. Approval in writing of a Subcontractor shall be construed as approval for the Contractor's subletting of that portion of The Work to be done by the Subcontractor. Subcontractors shall be considered and recognized only as agents, employees or workers of the Contractor and shall be subject to the same requirements as to character and competence as the Contractor. Subcontractors shall not be third party beneficiaries of the Contract. Requests for approval of Subcontractors shall show the nature and percentages of The Work to be done by each Subcontractor, to be computed based on the value of proposed quantities of Contract work items and unit prices to be subcontracted in relation to the total Contract amount. The Contractor shall not, under any circumstances, be relieved of its full and complete liability and obligations for The Work due to such subcontracting, and the Engineer shall not be required to deal directly with Subcontractors.

**S.P. 125      RESERVED**

***NOT USED***

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

***NOT USED***

**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-20-4534  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 6/5/2020**

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30 a.m. local time on July 2, 2020.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. **The IDOT Prequalification Requirement has been revised.** Replace A-1 with the attached page A-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),

This replacement contains the following revision:

1.1. Revised A-1 IDOT Prequalification Requirement from "No" to "Yes".

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**END OF ADDENDUM CHANGES**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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**Bid Schedule and Information**

**A-1**

**Construction Bid Checklist**

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**DATE: June 4, 2020**

<b>Documents Required with the Bid</b>				
<b>Bidder should use this checklist to ensure that all required documents are completed and included with its bid.</b>				
<b>Required Documents</b>	<b>Reference Volume I</b>	<b>Comments and Important Information</b>		<b>Included with Bid</b>
			✓	
<b>Forms A (22 pages) or Forms B (3 or more pages)</b>	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	✓  Form A
<b>Disadvantaged Business Enterprise</b> <ul style="list-style-type: none"> <li>• DBE 2026-Utilization Plan</li> <li>• DBE 2025 (s)</li> <li>• DBE 2023 if needed</li> </ul>	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.		✓
<b>Veteran Small Business Participation and Utilization</b> <ul style="list-style-type: none"> <li>• VOSB 2026-Utilization Plan</li> <li>• VOSB 2025 (s)</li> <li>• VOSB 2023 if needed</li> </ul>	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.		✓
<b>Equal Employment Opportunity EEO 1256</b>	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.		✓
<b>Optional Bid Credit Incentive Program Certificates</b>	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		none
<b>Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4</b>	Section I-#4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.		✓

<b>Bid Bond, Signature and Corporate Seal</b>	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.	✓
<b>Preferences, Contacts and Affidavit</b>	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
<b>Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing</b>	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.	✓
<b>Illinois Dept. of Human Rights</b>	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner	✓
<b>Non-Collusion Affidavit</b>	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>IDOT Certificate of Eligibility (If required—See Page A-1)</b>	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	N/A
<b>Tollway Standard Terms &amp; Conditions</b>	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>Plant and Equipment Questionnaire and Current Contractual Obligations</b>	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	✓
<b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>State Board of Elections</b>	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner	✓

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

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

# Judlau Contracting, Inc (JV)

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

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

<b>Agreement</b>	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
<b>Performance Bond</b>	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Payment Bond</b>	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Insurance</b>	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners
<b>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</b>		
<b>Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.</b>		
<b>Any supplemental financial or experience information if requested by the Illinois Tollway.</b>		
<b>A completed Signature Tollway Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation</b>		
<b>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</b>		
<b>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: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a></b>		
<b>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.</b>		
<b>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.</b>		

<b>Documents Required with the Bid</b>				
<b>Bidder should use this checklist to ensure that all required documents are completed and included with its bid.</b>				
<b>Required Documents</b>	<b>Reference Volume I</b>	<b>Comments and Important Information</b>		<b>Included with Bid</b>
<b>Forms A (22 pages) or Forms B (3 or more pages)</b>	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	✓  Form A
<b>Disadvantaged Business Enterprise</b> <ul style="list-style-type: none"> <li>• DBE 2026-Utilization Plan</li> <li>• DBE 2025 (s)</li> <li>• DBE 2023 if needed</li> </ul>	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.		✓
<b>Veteran Small Business Participation and Utilization</b> <ul style="list-style-type: none"> <li>• VOSB 2026-Utilization Plan</li> <li>• VOSB 2025 (s)</li> <li>• VOSB 2023 if needed</li> </ul>	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.		✓
<b>Equal Employment Opportunity EEO 1256</b>	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.		✓
<b>Optional Bid Credit Incentive Program Certificates</b>	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		none
<b>Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4</b>	Section I-#4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.		✓

<b>Bid Bond, Signature and Corporate Seal</b>	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.	✓
<b>Preferences, Contacts and Affidavit</b>	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
<b>Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing</b>	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.	✓
<b>Illinois Dept. of Human Rights</b>	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner	✓
<b>Non-Collusion Affidavit</b>	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>IDOT Certificate of Eligibility (If required—See Page A-1)</b>	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	N/A
<b>Tollway Standard Terms &amp; Conditions</b>	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>Plant and Equipment Questionnaire and Current Contractual Obligations</b>	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	✓
<b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>State Board of Elections</b>	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner	✓

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<b>Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing</b>	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.
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<b>State Board of Elections</b>	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner

# S & J Construction Company Inc. (JV)

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

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

<b>Agreement</b>	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
<b>Performance Bond</b>	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Payment Bond</b>	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Insurance</b>	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners
<b>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</b>		
<b>Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.</b>		
<b>Any supplemental financial or experience information if requested by the Illinois Tollway.</b>		
<b>A completed Signature Tollway Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation</b>		
<b>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</b>		
<b>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: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a></b>		
<b>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.</b>		
<b>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.</b>		

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

### **1. ADVERTISEMENT FOR BIDS**

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

### **2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE**

Before submitting a 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 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 15<sup>th</sup>** 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](http://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.

P-Page submittal responses should be submitted in an excel and PDF format.

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

Email: [eec.legalstaff@illinois.gov](mailto:eec.legalstaff@illinois.gov)

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

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](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**

<b>Bid</b>	Submit with bid
<b>Bid Listing All Addenda</b>	Submit-with bid
<b>Bid Bond</b>	Submit with bid
<b>Forms A or Forms B Disclosures</b>	Submit with bid
<b>Disadvantaged Business Enterprise DBE 2026, 2025 and DBE 2023 (if required)</b>	Submit with bid
<b>Veteran Small Business Participation VOSB 2026, 2025 and VOSB 2023 (if required)</b>	Submit with bid
<b>Equal Employment Opportunity Program</b>	Submit with bid
<b>Bid Credit Program, if applicable</b>	Submit with bid
<b>I.D.O.T. Certificate of Eligibility (if required)</b>	Submit with bid
<b>Affidavit</b>	Submit with bid
<b>Responsible Bidder Affidavit</b>	Submit with bid
<b>Bidder Preferences</b>	Submit with Bid
<b>Bidder List of Individual Contacts</b>	Submit with bid
<b>Plant and Equipment Questionnaire</b>	Submit with bid
<b>Illinois Tollway Standard Terms and Conditions</b>	Submit with bid
<b>Secretary of State Certificate of Good Standing</b>	Will be verified by the Tollway
<b>State Board of Elections</b>	Will be verified by the Tollway
<b>Illinois Department of Human Rights</b>	Will be verified by the Tollway

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

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
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 Turntrailers 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 Turntrailers 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".

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. I-20-4534**

*Bids will be received electronically via BidBuy, the State of Illinois eProcurement system. All Bids must be received by 10:30:00a.m. local time, July 2, 2020. The system will not accept Bids after the deadline. Bid results will be posted after Bids are reviewed.*

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The work to be done under this contract shall be started on or about October 19, 2020. All work under this Contract shall be completed by September 1, 2023. The location of services to be performed on the Tri-State Tollway (I-294) Mile Post 35.80 in Cook County, Illinois (Cook). The scope of the work shall consist of furnishing and fabrication of precast prestressed concrete beams, steel beam diaphragms and the associated materials and hardware for the construction of the I-294 bridges over UPRR (Bridge Numbers 287 & 288/ Structure Numbers 016-9387 & 016-9386), store material until needed for erection and deliver to jobsite for placement.

The undersigned declares that the Advertisement for 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. <u>  1  </u>	Date <u> 06.05.2020 </u>
Addendum No. <u>  2  </u>	Date <u> 06.15.2020 </u>
Addendum No. <u>  3  </u>	Date <u> 06.25.2020 </u>
Addendum No. <u>      </u>	Date <u>                  </u>

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% \_\_\_\_\_, 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-20-4534**, 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 New York

having principal office at 26-15 Ulmer St., College Point, NY 11354 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 29th day of June, 2020  thereunto duly authorized.

 (SEAL)  
 (SEAL)

Affix Corporate Seal BY: Arnav Amin  
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

\_\_\_\_\_  
Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

INCORPORATED:

Ashok Patel 26-15 Ulmer St., College Point, NY 11354  
\_\_\_\_\_  
Name Address

Uday Durg 26-15 Ulmer St., College Point, NY 11354  
\_\_\_\_\_  
Name Address

Arnav Amin 1011 Warrenville Road, Suite 195, Lisle, IL 60532  
\_\_\_\_\_  
Name Address

Cesar Pereira 26-15 Ulmer St., College Point, NY 11354  
\_\_\_\_\_  
Name Address

Martin Saitzyk 26-15 Ulmer St., College Point, NY 11354  
\_\_\_\_\_  
Name Address

Arnav Amin 26-15 Ulmer St., College Point, NY 11354  
\_\_\_\_\_  
Name Address

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%, 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-20-4534**, 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)

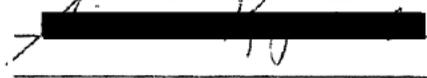
an individual

a Partnership

a Corporation  under the laws of the State of Illinois

having principal office at 4245 166th Street Oak Forest, IL 60452 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 29th day of June, 2020, by its President, thereunto duly authorized.

 (SEAL)  
\_\_\_\_\_ (SEAL)

Affix Corporate Seal BY: Simone Kapovich  
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

\_\_\_\_\_  
Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

INCORPORATED:

Simone Kapovich 4245 166th Street Oak Forest, IL 60452  
\_\_\_\_\_  
President Address

\_\_\_\_\_  
Vice-President Address

Kathleen A. Kapovich 4245 166th Street Oak Forest, IL 60452  
\_\_\_\_\_  
Secretary Address

Simone Kapovich 4245 166th Street Oak Forest, IL 60452  
\_\_\_\_\_  
Treasurer Address

## Bid Notes

Each bid solicitation will have a contract-specific Bid Credit Cap on the amount of Bid Credit that can be applied to the contract. This particular solicitation has a Bid Credit cap of \$70,000.00. 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-20-4534 as specified in S.P. 103.1

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT I-20-4534  
BEAM FABRICATION  
TRI-STATE TOLLWAY (I-294) OVER UNION PACIFIC RAILROAD (UPRR)  
BRIDGE NUMBERS 287 AND 288  
MILE POST 35.80  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1504125	FURNISHING PRECAST PRESTRESSED CONCRETE BEAMS, IL72	FOOT	8,939.5	\$655.25	\$5,857,607.38
*	J1505469	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 1	CAL DAY	60	\$100.00	\$6,000.00
*	J1505470	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 2	CAL DAY	60	\$100.00	\$6,000.00
*	J1505471	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 3	CAL DAY	60	\$100.00	\$6,000.00
*	J1505472	STORAGE OF PRESTRESSED CONCRETE BEAMS NO 4	CAL DAY	60	\$100.00	\$6,000.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$375,500.00	\$375,500.00
TOTAL AMOUNT OF CORE WORK						\$6,257,107.38
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	64,000.00	64,000.00
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(6,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(6,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(6,000.00)	
	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)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						64,000.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT I-20-4534**  
**BEAM FABRICATION**  
**TRI-STATE TOLLWAY (I-294) OVER UNION PACIFIC RAILROAD (UPRR)**  
**BRIDGE NUMBERS 287 AND 288**  
**MILE POST 35.80**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
		TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID				6,321,107.38
					BID CREDIT	0.00
					AWARD CRITERIA	6,321,107.38

S P. COLUMN LEGEND

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

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Judlau Contracting, Inc. / S&J Construction  
Co. Joint Venture  
[Redacted]  
Point, NY 11354

(legal status and address)

State Toll Highway Authority  
[Redacted]  
s Grove, IL 60515

**AMOUNT:** Five Of The Total Amount Bid (5%)

**PROJECT:**

(Location or address)  
ACT I-20-4534  
RAILROAD (UPRR) M

(Project number, if any)

E PPC BEAM FABRICATION, TRI-STATE TOLLWAY (I-294) OVER UNION PACIFIC  
T 35.80, BRIDGE NUMBERS 287 AND 288

**SURETY:**

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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.

The Contractor and Surety severally, as provided within the time specified in the bid, and gives such bond 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.

Signed and sealed this 26th day of June, 2020

[Redacted Signature]

Judlau Contracting, Inc. Joint Venture  
(Contractor) (Seal)

[Redacted Signature]

[Redacted Signature] VICE PRESIDENT  
Liberty Mutual Insurance Company  
(Surety) (Seal)

**CAUTION:** You should sign an original AIA Contract Document, on which this Bid Bond is attached, to assure that changes will not be overlooked.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201166-985164

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Theresa J. Foley; Andrea E. Gorbert; Michael Marino; Kevin T. Walsh, Jr.

all of the city of Jericho state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on his behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
By: [Redacted Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Redacted Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2020.



By: [Redacted Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2019

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$778,754,989	Unearned Premiums .....	\$8,007,146,482
*Bonds — U.S Government.....	2,780,808,610	Reserve for Claims and Claims Expense .....	21,532,853,787
*Other Bonds .....	12,645,608,792	Funds Held Under Reinsurance Treaties .....	507,868,920
*Stocks.....	16,385,435,431	Reserve for Dividends to Policyholders.....	1,143,826
Real Estate.....	235,608,378	Additional Statutory Reserve.....	125,722,000
Agents' Balances or Uncollected Premiums .....	6,217,983,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	102,273,390	Other Liabilities.....	4,117,460,075
Other Admitted Assets .....	11,957,106,292	<b>Total.....</b>	<b>\$34,292,195,090</b>
		Special Surplus Funds.....	\$32,768,443
		Capital Stock.....	10,000,075
		Paid in Surplus.....	10,044,978,933
		Unassigned Surplus .....	6,723,636,983
<b>Total Admitted Assets.....</b>	<b><u>\$51,103,579,523</u></b>	<b>Surplus to Policyholders.....</b>	<b>16,811,384,434</b>
		<b>Total Liabilities and Surplus.....</b>	<b><u>\$51,103,579,524</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
 Assistant Secretary



## **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 subcontractor under the Section, and acknowledge that the Chief Procurement Officer may declare the related contract void if any of the certifications are false.





**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:

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Signature of Authorized Representative:

[Redacted Signature]

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Printed Name of Authorized Representative:

Arnav Amin

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Vendor Name:

Judlau Contracting, Inc.

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Date:

June 29, 2020

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**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:

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Signature of Authorized Representative:



Printed Name of Authorized Representative:

Simone Kapovich, President

Vendor Name:

S&J Construction Co., Inc.

Date:

06/29/2020

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-20-4534

LIST OF INDIVIDUAL CONTACTS

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

<u>ITEM</u>	<u>INDIVIDUAL</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL</u>
Schedule of Prices	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
Bid Guaranty	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
DBE 2026	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
EEO Program	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
VOSB 2026	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
Financial Disclosures Forms A or Forms B	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
IDOT Certificate of Eligibility	Arnav Amin	630.387.6060	arnav.amin@ohlina.com
Non-Collusion Affidavit – Page R-4	Arnav Amin	630.387.6060	arnav.amin@ohlina.com

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. I-20-4534**

**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.

<b><u>ITEM</u></b>	<b><u>INDIVIDUAL</u></b>	<b><u>TELEPHONE NO.</u></b>	<b><u>E-MAIL</u></b>
Schedule of Prices	John Kapovich	708-331-1816	jkapovich@sjconst.com
Bid Guaranty	Simone Kapovich	708-331-1816	skapovich@sjconst.com
DBE 2026	Simone Kapovich	708-331-1816	skapovich@sjconst.com
EEO Program	Kathleen A. Kapovich	708-331-1816	kkapovich@sjconst.com
VOSB 2026	Simone Kapovich	708-331-1816	skapovich@sjconst.com
Financial Disclosures Forms A or Forms B	Simone Kapovich	708-331-1816	skapovich@sjconst.com
IDOT Certificate of Eligibility	Simone Kapovich	708-331-1816	skapovich@sjconst.com
Non-Collusion Affidavit – Page R-4	Simone Kapovich	708-331-1816	skapovich@sjconst.com



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. 1-20-4534

AFFIDAVIT

State of Illinois )  
County of Cook ) SS

The undersigned, being first duly sworn, on his/her oath deposes and says: 6416 Blodgett Court  
That his/her name is Simone Kapovich, and he/she resides at Downers Grove, IL 60516  
and his/her office is at 425 166th Street Oak Forest, IL 60452, That he/she makes, and is authorized to  
make

this affidavit on behalf of S&J Construction Co., Inc., a  
(Name of Corporation, Partnership, etc.)

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

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

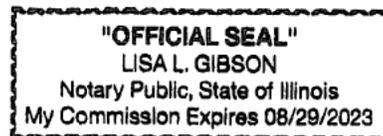
That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway Authority System, described in Contract no. 1-20-4534 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said 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 Signature]  
(Affiant)

Sworn to before me and subscribed in my presence this 29th day of June, 2020

[Redacted Signature]  
(Notary Public)

My Commission Expires: 08/29/2023







**KEY PERSONNEL**

<b>NAME</b>	<b>FIELD OF EXPERTISE</b>	<b>PRESENT POSITION WITH APPLICANT FORM</b>	<b>YEARS OF RELATED EXPERIENCE</b>
Ashok Patel	Heavy Civil Construction	CEO	30+
Uday Durg	Heavy Civil Construction	Executive Vice President	30+
Cesar Pereira	Heavy Civil Construction	General Counsel/Vice President	10+
Warren Goodman	Heavy Civil Construction	Director of Safety	10+
Martin Saitzyk	Heavy Civil Construction	Chief Financial Officer	20+
Arnav Amin	Heavy Civil Construction	Vice President – Central Division	26
Aaron Henneberg	Heavy Civil Construction	Senior Estimator Central Division	23
Shamik Amin	Heavy Civil Construction	Estimator – Central Division	9
Peter Console	Heavy Civil Construction	Operations Manager Central Division	30+
Wally Stoklosa	Heavy Civil Construction	Senior Project Manager Central Division	18
Dan Ewing	Heavy Civil Construction	Senior Project Manager Central Division	14
Jack Aitchison	Heavy Civil Construction	Senior Superintendent Central Division	35+
Barrett Pfeiffer	Heavy Civil Construction	Senior Superintendent Central Division	30+
Christopher Naulty	Heavy Civil Construction	Senior Superintendent Central Division	34

1011 Warrenville Road, #195 – Lisle, Illinois 60532  
 Phone: 630.387.6040 – Fax: 331.777.5771

[www.ohlna.com](http://www.ohlna.com)

ISO 9001:2008 Registered Company, Equal Opportunity Employer

**CONTRACT NO. I-20-4534**

**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)**

<b>NAME</b>	<b>TITLE OR POSITION IN THE FIRM</b>	<b>FUNCTION ON THIS PROJECT</b>	<b>YEARS WITH THE FIRM</b>	<b>YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK</b>
Leonard Kapovich	Sr. Project Manager	Sr. PM, oversight of project	33 Yrs	30 Years
Paul Lebert	Project Engineer	Assist in management & scheduling	30 Yrs	25 Years
Joe Rogers	Structural Engineer	Assist in management & scheduling	8 Yrs	7 Years



pendix 4

Schedule of Contractor's Equipment

lumber	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	CATERPILLAR SOIL COMPACTOR	Good	2014	11/07/14	\$ 414,820	\$ 269,201	\$ 145,719
1	CATERPILLAR WHEEL EXCAVATOR MODEL M3	Good	2016	01/21/16	\$ 274,251	\$ 114,271	\$ 159,980
1	750K CRAWLER DOZER 1T0750KXEFF280317	Good	2015	07/23/15	\$ 246,917	\$ 63,692	\$ 182,685
1	750K CRAWLER DOZER 1T0750KXHEFF284690	Good	2015	07/23/15	\$ 240,432	\$ 62,112	\$ 178,320
1	764 HSD 1T00764XHF284082	Good	2015	09/01/15	\$ 303,779	\$ 108,493	\$ 195,287
1	ALLEN MODEL 6048B BRIDGE DECK FINISHER	Good	2015	11/02/15	\$ 209,650	\$ 69,883	\$ 139,767
1	Komatsu PC360LC-10 K64151	Good	2015	07/25/15	\$ 275,846	\$ 101,800	\$ 174,046
1	WF 720 PETERBILT MODEL 567 TRUCK TRACTO	Good	2018	04/19/16	\$ 198,846	\$ 72,910	\$ 125,936
1	CATERPILLAR HYDRAULIC EXCAVATOR	Good	2014	11/07/14	\$ 288,892	\$ 187,409	\$ 101,483
1	Komatsu PC290LC-11 A27158	Good	2015	07/25/15	\$ 232,651	\$ 85,859	\$ 146,791
1	Komatsu PC290LC-11 A27162	Good	2015	07/25/15	\$ 232,651	\$ 85,859	\$ 146,791
1	KOMATSU WA320-7 WHEEL LOADER A36365	Good	2016	08/21/15	\$ 179,279	\$ 64,028	\$ 115,251
1	KOMATSU WA320-7 WHEEL LOADER A36365	Good	2016	05/27/16	\$ 179,278	\$ 64,028	\$ 115,250
1	Caterpillar M315D Hyd Excavator	Good	2012	11/19/12	\$ 718,206	\$ 586,595	\$ 131,671
1	CATERPILLAR WHEEL LOADER	Good	2014	11/07/14	\$ 218,260	\$ 141,589	\$ 76,671
1	WF 719 PETERBILT MODEL 567 TRUCK TRACTO	Good	2016	09/01/16	\$ 134,674	\$ 53,870	\$ 80,804
1	BIDWELL DECK FINISHER	Good	2018	09/06/16	\$ 127,927	\$ 27,288	\$ 100,039
1	WF 718 VOLVO MODEL EW160D WHEELED EXC	Good	2016	02/01/16	\$ 113,838	\$ 47,492	\$ 66,405
1	BOMAG MODE BW211D-50 COMPACTOR	Good	2016	02/01/16	\$ 113,838	\$ 47,492	\$ 66,405
1	BOMAG MODE BW211D-50 COMPACTOR	Good	2016	02/01/16	\$ 113,838	\$ 47,492	\$ 66,405
1	Hydraulic Excavator PC88MR-10	Good	2015	12/31/15	\$ 112,922	\$ 22,584	\$ 90,338
1	Hydraulic Excavator PC88MR-10	Good	2015	12/31/15	\$ 110,298	\$ 22,060	\$ 88,239
1	CAT M315D Excavator	Good	2009	10/02/09	\$ 264,818	\$ 209,647	\$ 55,171
1	2005-CAT	Good	2005	08/31/09	\$ 260,100	\$ 221,085	\$ 39,015
1	2012 John Deere 710K-4 PIECES	Good	2012	09/01/12	\$ 497,640	\$ 428,523	\$ 69,117
1	2013 NEW CATERPILLAR M312D	Good	2013	04/12/13	\$ 252,737	\$ 189,553	\$ 63,184
1	2013 NEW CATERPILLAR M312D	Good	2013	04/12/13	\$ 246,910	\$ 184,792	\$ 61,577
1	WF 712 SPECTEC 2015 SRD305496	Good	2016	07/31/15	\$ 82,295	\$ 41,117	\$ 41,117
1	Palfinger PIG6002E (Knuckle Crane 100061955: Gr	Good	#N/A	05/01/10	\$ 178,533	\$ 139,851	\$ 38,682
1	2013 NEW CATERPILLAR M321D HYD EXCAVATOR	Good	2013	04/12/13	\$ 232,289	\$ 174,217	\$ 58,072
1	CATERPILLAR COMPACT TRACK AND MULTI TE	Good	2016	12/07/16	\$ 57,550	\$ 14,388	\$ 43,163
1	2010 PETERBUILT TRUCK	Good	2010	05/01/10	\$ 133,226	\$ 104,360	\$ 28,866
1	2009 Cater-Excavator	Good	2009	05/06/09	\$ 189,090	\$ 167,030	\$ 22,061
1	2009 Cater-Dump Truck	Good	2009	05/18/09	\$ 152,833	\$ 112,078	\$ 40,755
1	2005-CAT	Good	2005	08/31/09	\$ 260,100	\$ 221,085	\$ 39,015
1	FORD F-550 CHASSIS	Good	2016	02/05/16	\$ 64,946	\$ 27,019	\$ 37,928
1	2010 WELLSFARGO	Good	2010	02/02/10	\$ 110,821	\$ 90,504	\$ 20,317
1	INTERNATIONAL 4300 2009 5628	Good	2016	09/14/15	\$ 87,381	\$ 54,613	\$ 32,768



## Appendix

## Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	INTERNATIONAL 4300 2009 5635	Good	2015	09/14/15	\$ 87,381	\$ 54,613	\$ 32,768
2	Atlas-2013 Hydraulic Hammer-2 piece	Good	2013	02/05/13	\$ 149,553	\$ 117,150	\$ 32,403
1	GMC SAVANA 3500	Good	2016	10/28/16	\$ 33,024	\$ 9,636	\$ 23,389
1	2006 Kenworth T-800 Tractor	Good	2006	06/18/10	\$ 88,500	\$ 68,588	\$ 19,913
1	2010 PETERBUILT TRUCK	Good	2010	05/01/10	\$ 133,226	\$ 104,360	\$ 28,866
1	RAM 2500	Good	2018	10/28/16	\$ 40,034	\$ 11,505	\$ 28,529
1	ISUZU NQR	Good	2018	01/27/16	\$ 34,042	\$ 14,657	\$ 19,385
1	RAM 1500 2015 223R8M 1907406B	Good	2015	12/17/15	\$ 32,894	\$ 14,297	\$ 18,597
1	RAM 1500 2015 223R7G 1907403B	Good	2015	12/17/15	\$ 32,255	\$ 13,977	\$ 18,278
1	BUICK ENCLAVE 2015 222KRC	Good	2015	09/09/15	\$ 49,954	\$ 24,977	\$ 24,977
1	RAM 1500 2015 223R8D 1907405B	Good	2015	12/17/15	\$ 31,201	\$ 13,520	\$ 17,681
10	2010 CHEVY VANS-10 PIECES-2	Good	2010	06/19/12	\$ 233,931	\$ 209,369	\$ 24,563
1	2015 RAM 1500 YK91C0	Good	2015	03/01/15	\$ 37,448	\$ 13,107	\$ 24,341
1	2007 446D's	Good	2007	11/01/07	\$ 286,460	\$ 262,583	\$ 23,877
1	2009 Cater-Excavator	Good	2009	#N/A	\$ 189,090	\$ 167,080	\$ 22,061
1	2009 Volvo	Good	2009	03/01/09	\$ 100,247	\$ 78,527	\$ 21,720
1	2014 RAM 1500 YK92C0	Good	2015	02/24/15	\$ 31,689	\$ 11,074	\$ 20,565
1	2010 WELLSFARGO	Good	2010	#N/A	\$ 110,821	\$ 90,504	\$ 20,317
1	2006 Kenworth T-800 Tractor	Good	2006	#N/A	\$ 88,500	\$ 68,588	\$ 19,913
1	2015 RAM 1500 YK77C2	Good	2015	04/07/15	\$ 30,297	\$ 10,604	\$ 19,693
1	VOLVO EW55B COMPACT WHEELED EXCAVAT	Good	#N/A	#N/A	\$ 58,204	\$ 38,840	\$ 19,364
1	RAM 1500 2015 224286 1907407B	Good	2015	12/18/15	\$ 34,094	\$ 14,774	\$ 19,320
1	2009 Grove	Good	2009	12/31/09	\$ 64,400	\$ 45,080	\$ 19,320
1	CATERPILLAR 3-3 YEAR MAINTENANCE CONT	Good	2014	11/07/14	\$ 61,700	\$ 42,735	\$ 18,965
1	RAM 1500 2015 2245KK 1907408B	Good	2015	12/18/15	\$ 33,207	\$ 14,890	\$ 18,317
1	RAM 1500 2015 2245L4 1907409B	Good	2015	12/18/15	\$ 32,629	\$ 14,139	\$ 18,490
1	RAM 1500 2015 223R86 1907404B	Good	2015	12/17/15	\$ 32,369	\$ 14,018	\$ 18,351
1	CHEVROLET EXPRESS 2500	Good	2016	10/28/16	\$ 26,117	\$ 7,794	\$ 18,323
1	RAM 1500 2015 223R6X 1907402B	Good	2015	12/17/15	\$ 32,305	\$ 13,999	\$ 18,306
1	RAM 1500 2015 2009NY	Good	2015	08/01/15	\$ 35,548	\$ 17,774	\$ 17,774
1	RAM 1500 2015 222F3W	Good	2016	09/02/15	\$ 35,095	\$ 17,548	\$ 17,548
1	CHEVROLET EXPRESS 2500	Good	2016	09/07/16	\$ 24,872	\$ 7,462	\$ 17,410
1	FORD TRANSIT CONNECT 2015 223LX5	Good	2016	12/18/15	\$ 21,500	\$ 4,300	\$ 17,200
1	RAM 1500 2016 2226QY	Good	2016	11/18/15	\$ 30,757	\$ 13,841	\$ 16,916
1	Chevrolet Express 2500 2015 YK01C5	Good	2015	06/09/15	\$ 24,488	\$ 7,755	\$ 16,734
1	Chevrolet Express 2500 2015 YK02C5	Good	2015	06/09/15	\$ 24,488	\$ 7,755	\$ 16,734
1	INTL 4300 TRUCK W/ ARROW BOARD & ATTEN	Good	2016	03/27/15	\$ 40,000	\$ 23,333	\$ 16,667
1	INTL 4300 TRUCK W/ ARROW BOARD & ATTEN	Good	2016	03/27/15	\$ 40,000	\$ 23,333	\$ 16,667

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Schedule of Contractor's Equipment

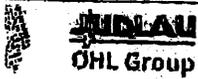
Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	RAM 1500 2015 222SBY	Good	2015	09/28/15	\$ 32,151	\$ 15,540	\$ 16,611
1	Chevrolet Express 2500 2015 YK99C4	Good	2015	06/09/15	\$ 24,145	\$ 7,646	\$ 16,499
1	RAM 1500 2015 222SBK	Good	2015	09/28/15	\$ 31,644	\$ 15,295	\$ 16,349
1	RAM 1500 2015 222SBW	Good	2015	09/28/15	\$ 31,448	\$ 15,200	\$ 16,248
1	RAM 1500 2016 PICKUP	Good	2016	08/19/16	\$ 25,324	\$ 9,164	\$ 16,160
1	CHEVROLET EXPRESS 2500 2014 22259Q	Good	2014	09/21/15	\$ 21,500	\$ 10,392	\$ 11,108
1	CHEVROLET EXPRESS 2500 2014 222549	Good	2014	09/21/15	\$ 21,500	\$ 10,392	\$ 11,108
1	CHEVROLET EXPRESS 2500 2014 222548	Good	2014	09/21/15	\$ 21,500	\$ 10,392	\$ 11,108
1	CHEVROLET EXPRESS 2500 2014 22254D	Good	2014	09/21/15	\$ 21,500	\$ 10,392	\$ 11,108
1	RAM 1500 2016 2226SA	Good	2015	12/17/15	\$ 28,073	\$ 12,165	\$ 15,908
1	RAM 1500 2016 PICKUP	Good	2016	08/19/16	\$ 24,886	\$ 9,082	\$ 15,803
1	RAM 1500 2016 PICKUP	Good	2016	08/19/16	\$ 24,225	\$ 8,834	\$ 15,390
1	GMCSAVANA 2500 2015 226NZH	Good	2016	04/30/16	\$ 23,500	\$ 8,617	\$ 14,883
1	GMCSAVANA 2500 2015 226NZK	Good	2016	04/30/16	\$ 23,500	\$ 8,617	\$ 14,883
1	GMCSAVANA 2500 2015 226NZ7	Good	2016	04/30/16	\$ 23,500	\$ 8,617	\$ 14,883
1	RAM 1500 2015 YK43C6	Good	2015	06/09/15	\$ 32,411	\$ 17,826	\$ 14,585
1	2008 Grove Y8441SXT	Good	2008	04/21/08	\$ 105,500	\$ 91,433	\$ 14,067
1	RAM 1500 2015 2009C1	Good	2015	06/17/15	\$ 29,629	\$ 15,802	\$ 13,827
3	2011 ISUZU BOX TRUCKS-3 PIECES	Good	2011	05/01/12	\$ 204,415	\$ 190,788	\$ 13,628
1	2006 caterpillar	Good	2008	09/30/07	\$ 209,011	\$ 189,484	\$ 19,527
1	2013 New Tramac V82 Hyda Hammer-New	Good	2019	09/01/18	\$ 56,558	\$ 43,361	\$ 13,197
1	RAM 1500 2015 YK42C6	Good	2015	06/09/15	\$ 27,985	\$ 15,392	\$ 12,593
2	Atlantic Toyota-2	Good	2012	01/09/13	\$ 60,740	\$ 48,592	\$ 12,148
1	GMC SAVANA 2500 2014 22365B	Good	2016	11/18/15	\$ 21,500	\$ 9,675	\$ 11,825
1	GMC SAVANA 2500 2014 223659	Good	2016	11/18/15	\$ 21,500	\$ 9,675	\$ 11,825
1	GMC SAVANA 2500 2014 22365G	Good	2016	11/18/15	\$ 21,500	\$ 9,675	\$ 11,825
1	18 TON Boom Truck	Good	2007	07/06/07	\$ 236,500	\$ 224,680	\$ 11,820
1	2009 Grove	Good	2009	#N/A	\$ 64,400	\$ 52,593	\$ 11,807
1	RAM 1500 2015 YK40C6	Good	2015	06/09/15	\$ 26,151	\$ 14,383	\$ 11,768
1	SUFFOLK	Good	2007	08/02/07	\$ 68,607	\$ 57,074	\$ 11,533
1	RAM 1500 2015 YK41C6	Good	2015	06/09/15	\$ 25,130	\$ 13,821	\$ 11,309
1	2015 FORD F150 SC	Good	2015	09/30/14	\$ 35,617	\$ 24,338	\$ 11,279
1	TRAMAC 900 HYDRAULIC HAMMER	Good	#N/A	#N/A	\$ 39,443	\$ 28,267	\$ 11,176
1	Sandvik Hydraulic Impact Hammer	Good	2012	05/31/12	\$ 190,846	\$ 119,942	\$ 70,904
1	Land doll purchase	Good	2008	08/19/08	\$ 62,611	\$ 52,182	\$ 10,429
1	2009 Volvo	Good	2009	#N/A	\$ 100,247	\$ 90,222	\$ 10,025
1	2013 ISUZU NOR 17950 GVW CHASSIS	Good	2013	08/13/12	\$ 70,222	\$ 60,750	\$ 9,473
1	2011 Isuzu NOR 17950 GVW CHASSIS	Good	2011	08/13/12	\$ 68,304	\$ 59,096	\$ 9,208



Appendix

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2004-BOOM	Good	2004	08/31/09	\$ 83,716	\$ 24,725	\$ 8,991
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	WANCO MODEL WTLMB-A MESSAGE BOARD/S	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
1	PC50-UUT-ZT HYD TRUCK	Good	2015	10/13/15	\$ 14,928	\$ 6,220	\$ 8,708
3	Solar Light Towers-3 PIECES	Good	2012	10/25/12	\$ 45,954	\$ 11,900	\$ 8,500
1	PETERBUILT	Good	2007	08/03/07	\$ 125,900	\$ 118,551	\$ 7,659
3	Transcraft 45' Steel Flatbed Trailers-3 PIECES	Good	2012	05/31/12	\$ 48,132	\$ 35,943	\$ 7,189
2	2012 Toyota Prus-2	Good	2012	07/17/12	\$ 60,038	\$ 53,093	\$ 7,004
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/09/14	\$ 25,118	\$ 18,420	\$ 6,698
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	\$ 16,868	\$ 9,821	\$ 6,547
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	\$ 16,868	\$ 9,821	\$ 6,547
1	COMPRESSOR 185CFM TIER 4	Good	#N/A	#N/A	\$ 16,868	\$ 9,821	\$ 6,547
1	City Sandvik Hydraulic Hammer	Good	2012	05/31/12	\$ 37,925	\$ 31,604	\$ 6,321
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/09/14	\$ 22,940	\$ 16,823	\$ 6,117
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/09/14	\$ 22,940	\$ 16,823	\$ 6,117
1	Ford Transit-250 2015 YK19C6	Good	2015	06/09/15	\$ 13,408	\$ 7,974	\$ 6,033
1	2014 CHEVY EXPRESS 2500 VAN	Good	2014	07/09/14	\$ 19,674	\$ 14,427	\$ 5,246
1	2004-BOOM	Good	2004	#N/A	\$ 83,716	\$ 28,639	\$ 5,057
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 8,416	\$ 4,993
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 8,416	\$ 4,993
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 8,416	\$ 4,993
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 8,416	\$ 4,993
1	2012 Husqvarna FS6600 Concrete Saw	Good	2012	08/01/12	\$ 34,746	\$ 30,693	\$ 4,054
1	United Rental-Mini Excavator	Good	2007	11/06/07	\$ 46,100	\$ 42,258	\$ 3,847
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 9,681	\$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 9,681	\$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 9,681	\$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 9,681	\$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 9,681	\$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 9,681	\$ 3,728
1	VMS 3-LINE 71x133 1210QS	Good	2015	02/27/15	\$ 13,409	\$ 9,681	\$ 3,728
3	Kaeser M57 210CFM Compressors-3 PIECES	Good	2012	06/05/12	\$ 42,810	\$ 38,784	\$ 3,526



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Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	Machinery and Equipment	Good	2008	05/01/08	\$ 16,999	\$ 14,257	\$ 2,682
1	2007 GMC Sierra	Good	2007	10/01/07	\$ 32,288	\$ 29,864	\$ 2,424
1	2007 GMC Sierra	Good	2007	10/01/07	\$ 30,080	\$ 27,771	\$ 2,260
1	2013 GMC SIERRA 2500HD	Good	2013	08/17/12	\$ 49,890	\$ 47,642	\$ 2,248
1	Rogers Tag20XXL Trailer	Good	2012	07/11/12	\$ 20,510	\$ 18,459	\$ 2,051
1	2003 Grove YB4415XT	Good	2003	#N/A	\$ 105,500	\$ 103,742	\$ 1,759
1	KAESER M100 375C COMPRESSOR W/ PARTS	Good	#N/A	#N/A	\$ 44,516	\$ 42,975	\$ 1,541
1	95KY-GW-5559-21 DPF sootfilter	Good	2012	01/10/13	\$ 6,689	\$ 5,351	\$ 1,338
1	CAT HP Hammer Kit	Good	2012	05/31/12	\$ 15,771	\$ 14,457	\$ 1,314
1	crw wire	Good	2007	08/09/07	\$ 18,792	\$ 17,551	\$ 1,241
1	ADJ PRIOR YR TO TIE GL	Good	#N/A	#N/A	\$ 3,670	\$ 2,568	\$ 1,102
3	Ranger 305G welding machines-3 PIECES	Good	2012	05/31/12	\$ 13,215	\$ 12,114	\$ 1,101
1	ARROWBOARD-2S9US211XC5132583	Good	2012	08/13/12	\$ 4,296	\$ 3,795	\$ 501
1	ARROWBOARD-2S9US2118CS132562	Good	2012	08/13/12	\$ 4,296	\$ 3,795	\$ 501
1	ARROWBOARD-2S9US2114CS132560	Good	2012	07/18/12	\$ 4,242	\$ 3,747	\$ 495
1	ARROWBOARD-2S9US2114CS132560	Good	2012	07/18/12	\$ 4,242	\$ 3,747	\$ 495
1	X0800-0036-00-ELEC MONITOR	Good	2012	01/10/13	\$ 2,186	\$ 1,749	\$ 437
1	BACK PRESSURE MONITOR LOGGER	Good	2012	01/10/13	\$ 2,089	\$ 1,666	\$ 417
1	ARROWBOARD-2S9US2113CS132872	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-2S9US2111CS132871	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-2S9US2114CS132895	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-2S9US2116CS132896	Good	2012	06/07/12	\$ 4,296	\$ 3,938	\$ 358
1	ARROWBOARD-2S9US2113CS132873	Good	2012	05/23/12	\$ 4,242	\$ 3,888	\$ 354
1	ARROWBOARD-2S9US2117CS132874	Good	2012	05/23/12	\$ 4,242	\$ 3,888	\$ 353
1	ARROWBOARD-5S9US2115CS132289	Good	2012	05/14/12	\$ 4,242	\$ 3,959	\$ 283
1	ARROWBOARD-2S9US2111CS132290	Good	2012	05/14/12	\$ 4,242	\$ 3,959	\$ 283
1	2007 GMC Sierra	Good	2007	#N/A	\$ 30,030	\$ 30,028	\$ 2
1	H.O. Penn Leasing-CAT M815C	Good	2006	10/01/06	\$ 197,784	\$ 197,778	\$ 6
1	2007 446D's	Good	2007	#N/A	\$ 286,460	\$ 286,455	\$ 5
1	2007 GMC Sierra	Good	2007	#N/A	\$ 32,288	\$ 32,286	\$ 2
1	JOHN DEERE EXCAVATOR	Good	1996	10/16/96	\$ 160,836	\$ 160,836	\$ -
1	KOMATSU WA320-3	Good	1997	08/20/97	\$ 129,009	\$ 129,009	\$ -
1	INGERSOLL RAND DD90 ROLLER	Good	2000	08/14/00	\$ 64,118	\$ 64,118	\$ -
1	APE 50E DRIVER/EXTRACTOR	Good	2000	08/25/00	\$ 59,669	\$ 59,669	\$ -
1	CAT 320BL	Good	2000	09/15/00	\$ 101,178	\$ 101,178	\$ -
1	CAT 320BL	Good	2000	09/15/00	\$ 101,178	\$ 101,178	\$ -
1	KOMATSU WHEEL LOADER	Good	2002	05/01/02	\$ 187,474	\$ 187,474	\$ -
1	COMPRESSOR 175 CFM	Good	2002	06/14/02	\$ 22,793	\$ 22,793	\$ -



Appendix

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2003 PEI HERBILT	Good	2003	12/05/02	\$ 54,180	\$ 54,180	\$ -
1	2003 Peterbilt	Good	2003	03/21/03	\$ 96,693	\$ 96,693	\$ -
1	JLG Telescope & Knuckle Boom 60' 45'	Good	2003	05/30/03	\$ 124,488	\$ 124,488	\$ -
1	JLG Forklift 544D	Good	2003	11/10/03	\$ 115,602	\$ 115,602	\$ -
1	Dumptruck	Good	2015	12/31/14	\$ 114,030	\$ 114,030	\$ -
1	Tractor	Good	2015	12/31/14	\$ 79,296	\$ 79,296	\$ -
1	Palfinger Knuckle Boom Crane	Good	2005	08/09/05	\$ 95,599	\$ 95,599	\$ -
1	2005 Sprint C-35005HC	Good	2005	10/18/05	\$ 72,377	\$ 72,377	\$ -
1	Caterpillar Excavator Model M315C	Good	2005	11/15/05	\$ 194,642	\$ 194,642	\$ -
1	Caterpillar M315C Rubber Tire Excavator	Good	2005	11/15/05	\$ 190,740	\$ 190,740	\$ -
1	Caterpillar 446D Backhoe Loader	Good	2005	11/15/05	\$ 143,055	\$ 143,055	\$ -
1	Komatsu Wheel Loader	Good	2006	01/03/06	\$ 323,308	\$ 323,308	\$ -
1	2005 Peterbilt-W/Palfinger Crane	Good	2006	01/03/06	\$ 25,772	\$ 25,772	\$ -
1	SMALL EQUIPMENT-UNITED RENTAL	Good	#N/A	#N/A	\$ 99,103	\$ 99,103	\$ -
1	ARPIELLE EQUIPMENT CO,	Good	#N/A	#N/A	\$ 29,179	\$ 29,179	\$ -
1	WHISPERWATT MODEL DCA-70SSJE GENERA	Good	#N/A	#N/A	\$ 49,332	\$ 49,332	\$ -
1	WHISPERWATT MODEL DCA-70SSJE GENERA	Good	#N/A	#N/A	\$ 49,332	\$ 49,332	\$ -
1	JLG MODEL 2630ES 24-26' SCISSOR LIFT	Good	#N/A	#N/A	\$ 9,430	\$ 9,430	\$ -
1	JLG MODEL 1930ES 19' SCISSOR LIFT	Good	#N/A	#N/A	\$ 9,576	\$ 9,576	\$ -
1	SKID STEER TRUCK LDR2000-2389	Good	#N/A	#N/A	\$ 58,068	\$ 58,068	\$ -
1	SKID STEER TRUCK LDR2000-2389	Good	#N/A	#N/A	\$ 58,068	\$ 58,068	\$ -
1	Light Tower	Good	#N/A	#N/A	\$ 29,350	\$ 29,350	\$ -
1	210 CFM COMPRESSOR	Good	2012	08/14/12	\$ 16,168	\$ 16,168	\$ -
1	210CFM COMPRESSOR	Good	2012	08/14/12	\$ 16,168	\$ 16,168	\$ -
1	GMC SAVANA	Good	2000	11/21/99	\$ 25,451	\$ 25,451	\$ -
1	2000 GMC SAVANA	Good	2000	07/25/00	\$ 25,212	\$ 25,212	\$ -
1	1992 MACK TRACTOR	Good	1992	08/11/00	\$ 32,000	\$ 32,000	\$ -
1	2001 GMC SAVANA	Good	2001	08/29/00	\$ 24,866	\$ 24,866	\$ -
1	2001 STEP VAN	Good	2001	12/20/00	\$ 39,395	\$ 39,395	\$ -
1	2001 WH P31442	Good	2001	01/08/01	\$ 39,395	\$ 39,395	\$ -
1	2001 WH P31442	Good	2001	01/20/01	\$ 39,395	\$ 39,395	\$ -
1	2002 GMC 1500	Good	2002	01/01/02	\$ 24,453	\$ 24,453	\$ -
1	2002 VW PASSAT	Good	2002	01/01/02	\$ 34,007	\$ 34,007	\$ -
1	2002 GMC 1500	Good	2002	01/01/02	\$ 30,561	\$ 30,561	\$ -
1	2002 VOLKSWAGON	Good	2002	04/13/02	\$ 18,755	\$ 18,755	\$ -
1	2002 GMC 2500	Good	2002	05/30/02	\$ 30,787	\$ 30,787	\$ -
1	WORKHOUSE P31442	Good	2002	12/21/02	\$ 41,202	\$ 41,202	\$ -
1	2004 GMC SAVANA	Good	2004	11/17/08	\$ 26,822	\$ 26,822	\$ -



pendix 4

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2005 GMC Savana 3500	Good	2005	08/16/04	\$ 26,900	\$ 26,900	\$ -
1	2004 GMC 1500 4x2	Good	2004	08/23/04	\$ 32,832	\$ 32,832	\$ -
1	2005 GMC SAVANA 3500	Good	2005	08/27/04	\$ 27,155	\$ 27,155	\$ -
1	2005 GMC SAVANA 3500	Good	2005	09/27/04	\$ 26,877	\$ 26,877	\$ -
1	2005 GMC SAVANA 3500	Good	2005	10/13/04	\$ 25,889	\$ 25,889	\$ -
1	Gomaco C-450 Cylinder Concrete Finisher	Good	2005	02/01/05	\$ 60,496	\$ 60,496	\$ -
1	2007 YUKON LUX (Expense)	Good	2007	01/01/07	\$ 28,278	\$ 28,278	\$ -
1	2007 GMC SAVANA 2500	Good	2007	05/19/07	\$ 32,723	\$ 32,723	\$ -
1	Lexus	Good	2007	07/12/07	\$ 87,077	\$ 87,077	\$ -
1	2007 Gabriell Truck	Good	2007	07/13/07	\$ 74,969	\$ 74,969	\$ -
1	2007 Gabriell Truck	Good	2007	07/13/07	\$ 89,208	\$ 89,208	\$ -
1	2008 Gabriell Truck	Good	2008	08/09/07	\$ 101,199	\$ 101,199	\$ -
1	2008 KENWORTH TRIAXLE BOOM	Good	2008	09/27/07	\$ 122,202	\$ 122,202	\$ -
1	2008 KENWORTH TRIAXLE BOOM	Good	2008	09/27/07	\$ 4,114	\$ 4,114	\$ -
1	2008 Gabriell Truck	Good	2008	10/10/07	\$ 70,833	\$ 70,833	\$ -
1	2008 Gabriell Truck	Good	2008	12/19/07	\$ 63,119	\$ 63,119	\$ -
1	2008 Gabriell Truck	Good	2009	03/03/09	\$ 97,719	\$ 97,719	\$ -
1	2008 GMC	Good	2008	08/31/09	\$ 85,024	\$ 85,024	\$ -
1	2010 YUKON HYBRID	Good	2010	04/01/10	\$ 63,240	\$ 63,240	\$ -
1	Wells Fargo - Van Buren Isuzu 2	Good	2010	11/30/10	\$ 67,894	\$ 67,894	\$ -
1	Wells Fargo - Van Buren Isuzu 2	Good	2010	11/30/10	\$ 67,894	\$ 67,894	\$ -
1	CHEVY 1500 SILVERADO WORK TRUCK	Good	2014	12/12/13	\$ 20,555	\$ 20,555	\$ -
1	FORD F450	Good	2014	03/12/14	\$ 55,984	\$ 55,984	\$ -
1	Ford F150	Good	2014	04/21/14	\$ 25,148	\$ 25,148	\$ -
1	2003 PETERBILT	Good	2003	#N/A	\$ 54,180	\$ 54,180	\$ -
1	2003 Peterbilt	Good	2003	#N/A	\$ 96,693	\$ 96,693	\$ -
1	2005 Sprint C-35005HC	Good	2005	#N/A	\$ 72,377	\$ 72,377	\$ -
1	2005 Peterbilt-W/Palfinger Crane	Good	2005	#N/A	\$ 25,772	\$ 25,772	\$ -
1	18 TON Boom Truck	Good		#N/A	\$ 236,500	\$ 236,500	\$ -
1	2006 Caterpillar	Good	2006	#N/A	\$ 203,011	\$ 203,011	\$ -
1	2000 GMC SAVANA	Good	2000	#N/A	\$ 25,212	\$ 25,212	\$ -
1	1992 MACK TRACTOR	Good	1992	#N/A	\$ 32,000	\$ 32,000	\$ -
1	2001 GMC SAVANA	Good	2001	#N/A	\$ 24,866	\$ 24,866	\$ -
1	2001 STEP VAN	Good	2001	#N/A	\$ 39,395	\$ 39,395	\$ -
1	2001 WH P31442	Good	2001	#N/A	\$ 39,395	\$ 39,395	\$ -
1	2001 WH P31442	Good	2001	#N/A	\$ 39,395	\$ 39,395	\$ -
1	2002 GMC 1500	Good	2002	#N/A	\$ 24,453	\$ 24,453	\$ -
1	2002 VW PASSAT	Good	2002	#N/A	\$ 34,007	\$ 34,007	\$ -



Appendix

Schedule of Contractor's Equipment

Number	Name	Present Condition	Year Manufactured	Date Purchased	Purchase Price	Depreciation	Book Value
1	2002 GMC 1500	Good	2002	#N/A	\$ 30,561	\$ 30,561	\$ -
1	2002 VOLKSWAGON	Good	2002	#N/A	\$ 18,755	\$ 18,755	\$ -
1	2002 GMC 2500	Good	2002	#N/A	\$ 30,787	\$ 30,787	\$ -
1	2004 GMC SAVANA	Good	2004	#N/A	\$ 26,822	\$ 26,822	\$ -
1	2005 GMC Savana 3500	Good	2005	#N/A	\$ 26,900	\$ 26,900	\$ -
1	2004 GMC 1500 4x2	Good	2004	#N/A	\$ 32,832	\$ 32,832	\$ -
1	2005 GMC SAVANA 3500	Good	2005	#N/A	\$ 27,155	\$ 27,155	\$ -
1	2005 GMC SAVANA 3500	Good	2005	#N/A	\$ 26,877	\$ 26,877	\$ -
1	2005 GMC SAVANA 3500	Good	2005	#N/A	\$ 25,889	\$ 25,889	\$ -
1	2007 YUKON LUX (Expense)	Good	2007	#N/A	\$ 28,278	\$ 28,278	\$ -
1	2007 GMC SAVANA 2500	Good	2007	#N/A	\$ 32,728	\$ 32,728	\$ -
1	2007 Gabriellitruck	Good	2007	#N/A	\$ 74,969	\$ 74,969	\$ -
1	2007 Gabriellitruck	Good	2007	#N/A	\$ 89,208	\$ 89,208	\$ -
1	2008 gabriellitruck	Good	2008	#N/A	\$ 101,139	\$ 101,139	\$ -
1	2008 KENWORTH TRIAXLE BOO	Good	2008	#N/A	\$ 122,202	\$ 122,202	\$ -
1	2008 KENWORTH TRIAXLE BOO	Good	2008	#N/A	\$ 4,114	\$ 4,114	\$ -
1	2008 gabriellitruck	Good	2008	#N/A	\$ 70,833	\$ 70,833	\$ -
1	2008 gabriellitruck	Good	2008	#N/A	\$ 63,119	\$ 63,119	\$ -
1	2009 Gabriellitruck	Good	2009	#N/A	\$ 97,719	\$ 97,719	\$ -
1	2009-GMC	Good	2009	#N/A	\$ 85,024	\$ 85,024	\$ -
1	2010 YUKON HYBRID	Good	2010	#N/A	\$ 69,240	\$ 69,240	\$ -

Totals

\$ 4,933,722





DRIVER	AUTO	YEAR MAKE/MODEL
	TR10	1988 BOOM CRANE(LNT8000)-16TON
	TR10B	2016 WATSON 1100TM-H DRILL RIG Attchmnt
	TR12	1990 KNUCKLE CRANE(NATIONAL)
	TR35	1998 MACK TRUCK-DRILL RIG
	TR35B	2016 WATSON 1100TM-H DRILL RIG Attchmnt
	TR39	1999 FORD F350
	TR41	1999 MACK BOOM TRUCK-30TON
	TR44	2003 FORD F550 4 X 4 DUMP
	TR47	2004 FORD F350 SD CREW CAB
	TR54	2005 FORD F550 SD XCAB
	TR57	2007 MACK CV713 (NEW KNUCKLE)
	TR58	2006 FORD F550 S-CAB CHAS (Witry Old)
	TR60	2006 FORD F550 SUPERCAB
	TR61	2006 F350 XLT S-CAB P.O. (Star Old)
	TR62	2006 FORD EXPLORER XLT
	TR65	2009 FORD EXPEDITION LI
	TR66	2012 FORD F350 4 X 4 CRW CAB
	TR67	2012 FORD F550 SUPER DUTY DRW
	TR68	2012 FORD F550 SUPER DUTY DRW FLTBD
	TR70	2006 INTERNATIONAL 4300 50' ELLIOT
	TR71	2013 FORD F550
	TR72	2013 FORD F550
	TR73	2013 FORD EXPEDITION
	TR74	2013 FORD F150 4X4
	TR76	2013 FORD F150
	TR78	2014 FORD F550
	TR79	2013 FORD EXPEDITION
	TR80	2015 30 TON MACK BOOM TRUCK (300RS D)
	TR81	2014 FORD EXPLORER
	TR82	2010 Maroon F150
	TR83	2013 FORD F150 (WHITE)
	TR84	2006 Mack CXN613 (Tractor)
	TR85	2015 Ford F550
	TR87	2016 Ford F550 SUPER DUTY
	TR88	2016 Ford F350 Super Duty
	TR89	2017 Ford Expedition

	TR90	MACK Roll/Off from TR33 (2018 Mack GU713)
	TR91	2012 Ford F250 Super Duty Reg Cab
	TR92	2018 Ford F350 Super Duty
	TR93	2018 FORD F550 SUPER DUTY
	TR94	2019 Ford F550 Super Duty 4WD
	TR95	2019 Ford F150 SUPER CAB
	TR77	2013 CADILLAC XTS
	TR34	2014 BMW 5-Series
1988	TL17	WELLS CARGO
1989	TL20	EVENS-TRAILER
1979	TL21	HOBBS-TRAILER
1993	TL28	WILSON WINSTON CARRY ALL
1996	TL29	POLE TRAILER
1993	TL30	LUCAS TRAILER
1999	TL31	WINSTON 7 TON 20FT
1999	TL32	WINSTON 10 TON 30FT
2003	TL34	WINSTON 20 TON 20FT
2005	TL36	WINSTON AP20722EC TRAILER
2005	TL37	BAKER 12FT FLAT BED 1AXLE 2 TON
2006	TL38	LIBERTY 12FT FLAT BED 1AXLE 2 TON
2006	TL39	WINSTON 30FT 10 TON 2AXLES
2006	TL40	30FT 5 TON 2AXLES
2006	TL41	GREAT LAKES 20 TON 21 1/2 FT LONG
1995	TL43	DCON TRAILER
2014	TL44	LOAD TRAILER 96 X 14 DECKOVER DUMPS
2014	TL45	LOAD TRAILER 96 X 14 DECKOVER DUMPS
2014	TL46	LOAD TRAILER
2014	TL47	GENESIS PONTOON TRAILER
2015	TL48	TALBERT T3-50 CC
2005	TL49	Trail EZE Blue
2015	TL50	KAUFMAN TILT TRAILER
2016	TL51	WINSTON 10 TON PRO SERIES 30' FLAT
2015	TL52	BIG TEX TRAILER
2016	TL53	8'6"x22' SURE-TRAC Tilt TRLR 17.5K GVWR
2015	TL54	MANAC 48-80 EXT TAN FLATBED (BLACK)
2017	TL55	Fuel Tank Trailer- 52 x 5' Tank Unit
2001	TL56	SEA CONTAINER (TRANSPORTAINER) TRAILER

	TL57	98"X28" DECON TRAILER (HOLD PER WK)
1996	TL58	STRICKLAND TRAILER
1990	RT01	ATLAS BOBCAT
1989	RT02	CLARK FORKLIFT GPS 30MB
2003	RT05	CATERPILLAR EXCAVATOR
2000	RT06	HYSTER FORKLIFT
2005	RT08	MANITOU MRT 2150
2013	RT09	STOCKPICKER (SP3520-30)
2012	RT10	CZM EK125 DRILL RIG W/AUGER
Stolen	RT11	KUBOTA SKIDSTEER LOADER
2015	RT12	2015 JCB 525-60 Loadall
2018	RT14	JCB 3TS-8T Track Teleskid
2016	RT15	Spyder Crane URW706 13,330 lb capacity
1993/2000	RT16	Watson Low-Drill
2016	RT17	Shuttlelift CD7725 25Ton CarryDeck Crane
2006	ML03	JLG 66FT BOOM LIFT
2006	ML04	JLG 66FT BOOM LIFT
2014	ML05	JLG 50FT CRAWLER BOOM X550AJ
2014	ML06	JLG 50FT CRAWLER BOOM X550AJ
1988	WC01	20 BASS BUGGY-PONTOON SAFETY BOAT
2002	WC02	BASS TRACKER-1436 JON
2009	WC03	TRACKER - GRIZZLY 1754
	WC04	NEW (used) PONTOON (HOLD PER WK)
2014	CT01	20' OPEN SIDE CONTAINER
2014	CT02	20' OPEN SIDE CONTAINER









CONTRACT NO. I-20-4534

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
SEE ATTACHED				
ENGINEERING	VARIOUS	2%	\$115,000.00	COLLINS

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.

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**CONTRACT NO. I-20-4534**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

**3. SUB-CONTRACT WORK**

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
SEE ATTACHED				
HAULING <del>VIKING BROS</del>	VARIOUS	1%	\$75,000	VIKING BROS

**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.

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CONTRACT NO. I-20-4534

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 Lisle, IL this 29th day of June, 2020.

Judlau Contracting, Inc.

Name of Organization

By

Executive Vice President

Title of Person Signing

STATE OF Illinois )

COUNTY OF DuPage )

Arnav Amin being duly sworn deposes and says that he/she is Executive Vice President

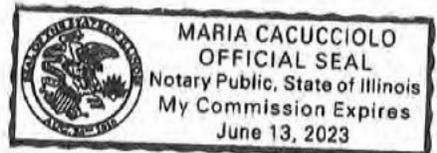
of the above Judlau Contracting, Inc. and that the answers to the questions in the foregoing  
Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 29TH day of JUNE, 2020

Notary Public

My Commission Expires: JUNE 13, 2023





**CONTRACT NO. I-20-4534**

**CURRENT CONTRACTUAL OBLIGATIONS**

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

**WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE**

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

TOTAL UNDER CONTRACT AND UNEARNED

**WORK AS SUB-CONTRACTOR**

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

TOTAL SUBLET AND UNEARNED

**LOW BIDS SUBMITTED, OPENED AND NOT APPROVED**

CONTRACT NUMBER	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
1-17-4339	ISTHA	\$151,574,098.56	ROADS / BRIDGES	12/2023

TOTAL OF BIDS PENDING AWARD \$151,574,098.56

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.

Judlau Contracting, Inc.  
 BIDDER  
June 29, 2020  
 DATE

A  
  
 BY: Arnab Amin SIGNATURE

Executive Vice President  
 TITLE

\_\_\_\_\_  
 SUB-CONTRACTOR

\_\_\_\_\_  
 SUB-CONTRACTOR



**Illinois Department of Transportation**

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

**Affidavit of Availability**  
For the Letting of 7/2/2020  
(Letting date)

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

**Part I. Work Under Contract**

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

	1	2	3	4	5	
Contract Number	60L71	60L72	I-17-4683	I-18-4446	60x10	
Contract With	IDOT	IDOT	ISTHA	ISTHA	IDOT	
Estimated Completion Date	05/29/20	05/29/20	07/2020	10/2020	01/28/22	
Total Contract Price	67,019,184.35	58,481,919.53	39,447,147.00	12,387,495.41	49,166,777.58	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,236,441.19	1,398,390.64	13,966,189.13	1,199,570.00	36,420,096.11	see page 9
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

						Accumulated Totals
Earthwork	\$ 10,000.00	10,000.00	17,820.00	125,000.00	1,790,502.00	1,953,322.00
Portland Cement Concrete Paving			0.00		5,297,385.28	5,297,385.28
HMA Plant Mix			0.00			0.00
HMA Paving			0.00			0.00
Clean & Seal Cracks/Joints			0.00		12,906.00	12,906.00
Aggregate Bases & Surfaces	\$ 5,000.00	5,000.00	635,258.32	25,000.00	2,672,175.00	3,342,433.32
Highway, R.R. and Waterway Structures	\$ -	0.00	323,916.50		3,933,184.43	4,257,100.93
Drainage	\$ 25,000.00	10,000.00	0.00	9,035.00	2,848,500.00	2,892,535.00
Electrical			0.00			0.00
Cover and Seal Coats		4,599.00	9,068.00			13,667.00
Concrete Construction		0.00	1,358,432.98			1,358,432.98
Landscaping			0.00			0.00
Fencing			0.00			0.00
Guardrail			0.00			0.00
Painting			0.00			0.00
Signing			0.00			0.00
Cold Milling, Planning & Rotomilling			0.00			0.00
Demolition	\$ -	0.00	4,215.00	200,000.00	807,941.00	1,012,156.00
Foundation (Caisson & Pile)	\$ -	0.00	0.00			0.00
Mobilization	\$ -	280,000.00			285,000.00	565,000.00
General Items	\$ -	0.00	423,145.09	85,095.00	1,672,185.76	2,180,425.85
Totals	40,000.00	309,599.00	2,771,855.89	444,130.00	19,319,779.47	22,885,364.36

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

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	5
Subcontractor	Abari	Abari	MEADE	Kapur	AC Iron
Type of Work	Flatwork	Flatwork	ELECTRICAL	Survey	Rebar F&I
Subcontract Price	\$2,917,457.88	\$1,267,997.99	1,949,462.76	92,056.80	682,062.57
Amount Uncompleted	\$-	\$-	1,120,031.25	9,205.00	586,959.56
Subcontractor	Acura	Acura	ACURA	Natural Creations	Traffic Control & Protection
Type of Work	PCC Pvmt	Concrete Paving	PCCP	Landscaping	Traffic Control
Subcontract Price	\$ 10,474,542.92	\$ 5,345,406.94	4,216,389.00	168,562.18	1,504,588.62
Amount Uncompleted	\$ 247,189.37	\$ 90,616.19	4,216,389.00	39,060.00	855,325.92
Subcontractor	Austin Tyler	Austin Tyler	KUJO	Homer	Laredo Systems
Type of Work	Ashpalt Pvmt	HMA Paving	SIGNAGE	Tree Removal	Landscaping
Subcontract Price	\$6,616,432.69	\$2,664,867.66	819,156.86	65,917.50	977,847.20
Amount Uncompleted	\$319,353.17	\$281,007.65	812,435.10	0.00	821,930.68
Subcontractor	C3 Corp	C3 Corp	IFI	TCP	Tri-Tech Electric
Type of Work	Survey	Survey	FENCE/GUARDRAIL	Traffic Control	Electrical
Subcontract Price	\$375,000.00	\$271,250.00	482,627.00	1,142,948.26	7,559,308.67
Amount Uncompleted	\$-	\$-	399,047.07	336,000.00	5,785,574.01
Subcontractor	EMA CONSTRUCTION	Homer Tree Service	TSI	K-Five	Clausen Structures
Type of Work	Rebar	Tree Removal	Traffic Control	Paving	Structural Steel Erect
Subcontract Price	\$527,705.99	\$166,772.60	99,737.50	1,492,655.24	198,880.00
Amount Uncompleted	\$-	\$-	33,385.50	0.00	189,475.00
Subcontractor	H & H Electric	IFI	Builders	Terra	Northern Contracting
Type of Work	Electric	Fencing	Asphalt Pave	Soil Retention	Fence & Guardrail
Subcontract Price	\$2,869,523.10	\$ 103,363.21	1,468,405.00	1,049,240.00	598,197.58
Amount Uncompleted	\$110,160.34	\$ 37,044.80	1,447,257.20	353,575.00	503,973.21
Subcontractor	Homer Tree	MA Steel	Ray Edwards	John Keno	Western Remac
Type of Work	Tree Removal	Rebar Installtion	Sewer	Excavation	Signage
Subcontract Price	\$153,782.70	\$2,945,633.35	1,563,666.27	370,732.00	1,002,830.73
Amount Uncompleted	\$-	\$-	279,747.96	0.00	970,852.65
Subcontractor	Industrial Fence	Natural Creations	Clausen	E.C.C.	K-Five Construction
Type of Work	Fence/Guardrail	Landscaping	Rebar F&A	Electrical	HMA Paving
Subcontract Price	\$557,977.88	\$888,252.88	1,775,739.12	175,795.87	3,308,431.75
Amount Uncompleted	\$7,980.82	\$328,790.41	1,024,342.65	0.00	2,811,085.52
Subcontractor	Martinez UG	Procision Boring	Marking Specialists	Industrial Fence	Era Valdivia Contractors
Type of Work	Sewer	Directional Boring	Pavement Marking	Fencing	Structural Repairs
Subcontract Price	\$557,977.88	\$58,481,919.53	70,027.00	911,295.66	112,706.00
Amount Uncompleted	\$-	\$-	70,027.00	17,600.00	112,706.00
Subcontractor	Natural Creations	Traffic Services Inc	Natural Creations	AC Iron	RPE Trucking
Type of Work	Landscaping	Traffic Control	Landscaping	Rebar Tying	Trucking
Subcontract Price	\$1,429,066.39	\$1,666,216.76	953,482.78	85,730.80	285,638.28
Amount Uncompleted	\$147,350.36	\$220,036.00	828,173.10	0.00	43,432.09

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	5
<b>Subcontractor</b>	Traffic Services	Van Mack Electric	Era Valdivia	HR Stewart	DGI-MENARD
<b>Type of Work</b>	MOT	Electrical	Painting	Sewer Cleaning	GROUND STABILIZATION
<b>Subcontract Price</b>	\$2,297,941.64	\$2,276,854.91	167,963.10	0.00	495,000.00
<b>Amount Uncompleted</b>	\$364,407.13	\$118,640.10	167,963.10	0.00	252,450.00
<b>Subcontractor</b>	Visue	Visu Sewer	Quality Saw	Carrera	PRECISION PAVEMENT MARKINGS
<b>Type of Work</b>	Sewer	Sewer Cleaning	Sawcutting	Flatwork	PAVEMENT MARKINGS
<b>Subcontract Price</b>	\$10,097.00	\$12,656.50	76,046.02	58,254.00	359,812.47
<b>Amount Uncompleted</b>	\$-	\$12,656.50	71,621.69	0.00	359,812.47
<b>Subcontractor</b>		Tough Cuts	Metro Steel	Diegan	LJ KEEFE
<b>Type of Work</b>		Bridge Deck Grooving	Erection	Environmental	Jack and Bore
<b>Subcontract Price</b>		\$101,400.00	409,004.92	53,650.00	222,885.00
<b>Amount Uncompleted</b>		\$-	-	0.00	5,715.00
<b>Subcontractor</b>			CTI	Allstate	QUALITY SAW AND SEAL
<b>Type of Work</b>			Vibration Monitoring	Sawing	Sawcutting
<b>Subcontract Price</b>			14,072.00	0.00	211,716.06
<b>Amount Uncompleted</b>			-	0.00	170,275.51
<b>Subcontractor</b>			Truck King	Quality	Homer Tree Service
<b>Type of Work</b>			Hauling	Sawing	Tree Removals
<b>Subcontract Price</b>			\$ 1,000,000.00	0.00	10,975.00
<b>Amount Uncompleted</b>			\$ -	0.00	6,725.00
<b>Subcontractor</b>			Chicagoland Truckin	Atlantic	Divine Cement, Inc.
<b>Type of Work</b>			Hauling	Painting	Concrete Flatwork
<b>Subcontract Price</b>			\$ 230,000.00	59,316.50	3,247,312.75
<b>Amount Uncompleted</b>			\$ 137,640.00	0.00	1,989,374.62
<b>Subcontractor</b>			RA Seaton		Antigo Construction
<b>Type of Work</b>			Hauling		Concrete Breaking
<b>Subcontract Price</b>			\$ 230,000.00		22,464.40
<b>Amount Uncompleted</b>					22,464.40
<b>Subcontractor</b>			Mt. Carmel		Sheridan Plumbing & Sewer
<b>Type of Work</b>			Lime Stabilization		Sewer Televising
<b>Subcontract Price</b>			1046031.5		72,599.40
<b>Amount Uncompleted</b>			586272.62		70,498.80

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	5
Subcontractor					Fox Valley Chlorinating
Type of Work					Testing
Subcontract Price					2,030.00
Amount Uncompleted					840.00
Subcontractor					ENO
Type of Work					Trucking
Subcontract Price					1,744,445.86
Amount Uncompleted					1,507,834.23
Subcontractor					Brownfield Enviromental
Type of Work					Testing
Subcontract Price					66,700.00
Amount Uncompleted					16,600.00
Subcontractor					Chicago Cut
Type of Work					Saw Cutting
Subcontract Price					55,330.00
Amount Uncompleted					0.00
Subcontractor					Illinois Central Sweeping
Type of Work					Sweeping
Subcontract Price					7,900.00
Amount Uncompleted					3,702.50
Subcontractor					Kalgen
Type of Work					Testing
Subcontract Price					24,060.00
Amount Uncompleted					3,077.50
Subcontractor					Nashnal
Type of Work					Testing
Subcontract Price					9,632.00
Amount Uncompleted					9,632.00
Subcontractor					Collins Engineering
Type of Work					Engineering
Subcontract Price					3,584.50
Amount Uncompleted					0.00
Subcontractor					ATS
Type of Work					Testing
Subcontract Price					777.00
Amount Uncompleted					0.00
<b>Totals 1-5</b>	<b>1,196,441.19</b>	<b>1,088,791.64</b>	<b>11,194,333.24</b>	<b>755,440.00</b>	<b>17,100,316.64</b>



**Illinois Department of Transportation**

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

**Affidavit of Availability**

For the Letting of 7/2/2020

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

(Letting date)

**Part I. Work Under Contract**

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

	6	7	8	9	10	
Contract Number	K72374	62A74	61E18	60X79	I-19-4464	
Contract With	METRA	IDOT	IDOT	IDOT	ISTHA	
Estimated Completion Date	3/2021	12/2020	8/2020	7/2020	11/24/2021	
Total Contract Price	17,411,457.68	22,127,337.57	15,116,061.12	38,714,286.77	64,352,559.20	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,771,575.01	805,302.22	4,328,693.35	20,070,066.26	61,294,992.50	see page 9
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						

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

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

	6	7	8	9	10	Accumulated Totals
Earthwork	94,128.00	5,000.00	0.00	2,981,000.00	2,642,396.58	5,722,524.58
Portland Cement Concrete Paving			0.00	0.00	2,464,842.00	2,464,842.00
HMA Plant Mix			0.00	0.00		0.00
HMA Paving			0.00	0.00		0.00
Clean & Seal Cracks/Joints			0.00	0.00		0.00
Aggregate Bases & Surfaces		10,000.00	25,000.00	140,000.00	3,516,331.26	3,691,331.26
Highway,R.R. and Waterway Structures			1,833,592.78		21,287,882.98	23,121,475.76
Drainage	42,500.00		0.00	1,131,000.00		1,173,500.00
Electrical			0.00			0.00
Cover and Seal Coats			0.00			0.00
Concrete Construction	281,535.00	10,000.00	0.00	2,973,000.00		3,264,535.00
Landscaping			0.00			0.00
Fencing			0.00			0.00
Guardrail			0.00			0.00
Painting			0.00			0.00
Signing	5,500.00		0.00			5,500.00
Cold Milling, Planning & Rotomilling			0.00			0.00
Demolition	100,000.00	150,000.00	0.00	500,000.00	1,411,878.48	2,161,878.48
Pavement Markings (Paint)	14,141.70		0.00			14,141.70
Foundation (Caisson & Pile)			0.00			0.00
Mobilization	109,182.53	0.00	100,000.00	225,000.00	900,000.00	1,334,182.53
General	54,591.27	170,000.00	0.00	2,351,937.13	5,300,000.00	7,876,528.40
<b>Totals</b>	<b>701,578.50</b>	<b>345,000.00</b>	<b>1,958,592.78</b>	<b>10,301,937.13</b>	<b>37,523,331.30</b>	<b>50,830,439.71</b>

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**Part III. Work Subcontracted to Others**

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

	6	7	8	9	10
Subcontractor	Aldridge Electric	ARTEAGA	Alliance Fence	ARAIZA	Homer Tree
Type of Work	Caisons	LANDSCAPING	Fence	CONCRETE PAVING	Tree Removal
Subcontract Price	3,111,463.20	52,203.45	165,211.94	577,678.10	121,194.00
Amount Uncompleted	293,981.66	35,441.35	11,008.00	447,178.47	121,194.00
Subcontractor	ACR	CARRERA	Arteaga	ARTEAGA	Metromex
Type of Work	Waterproofing	CONC FLATWORK	Landscaping	EROSION CONTROL	Asphalt
Subcontract Price	216,836.79	73,441.50	81,739.38	123,273.79	3,381,420.75
Amount Uncompleted	69,827.50	28,723.39	35,456.94	119,554.29	3,381,420.75
Subcontractor	Area Equipment	CHICAGOLAND TRUCK	Atlantic Painting	CARRERA	Ray Edwards
Type of Work	Steel Erection	TRUCKING	Painting	CONCRETE FLATWORK	Underground
Subcontract Price	2,266,756.80	107,047.50	71,811.00	71,548.75	1,704,283.92
Amount Uncompleted	283,159.02	6,412.10	71,811.00	71,548.75	1,704,283.92
Subcontractor	Atlantic Painting	ENO	Clausen	CITY LIGHTS	Hecker Electric
Type of Work	Lead Abatement	TRUCKING	Rebar	ELECTRIC	Electric
Subcontract Price	825,900.00	544,755.00	405,974.88	1,726,144.51	4,006,280.55
Amount Uncompleted	95,000.00	0.00	191,541.54	1,306,399.32	4,006,280.55
Subcontractor	Bechstein Construction	GRL ENGINEERS	Divine	CLAUSEN	Divine Cement
Type of Work	Demolition	TESTING	Concrete Flatwork	REBAR/STEEL	Concrete Flatwork
Subcontract Price	820,000.00	8,220.00	655,514.86	4,504,800.05	3,392,521.28
Amount Uncompleted	100,000.00	3,100.00	21,441.97	3,072,777.94	3,392,521.58
Subcontractor	GRL Engineers	HECKER	Envior OPS	CTI	S&J
Type of Work	Testing	ELECTRIC	Testing	SETTLEMENT MONITORING	Sign/Steel Erection
Subcontract Price	44,500.00	264,762.07	46,225.00	126,558.50	4,103,693.88
Amount Uncompleted	0.00	15,858.68	1,250.00	33,221.50	4,103,693.88
Subcontractor	Industrial Fence	HOMER	Javelina	E KING	MA Rebar
Type of Work	Fencing	TREE REM	Asphalt Milling	TRUCKING	F&I Rebar
Subcontract Price	418,353.63	23,610.00	0.00	1,941,729.60	3,150,187.13
Amount Uncompleted	386,220.74	1,325.00	0.00	700,328.35	3,150,187.13
Subcontractor	KAPUR	IFI	K&K	HOMER	IFI
Type of Work	Survey	FENCING	Pedestrian Rail	TREE REMOVAL	Fence and Guardrail
Subcontract Price	222,787.50	82,532.55	672,290.43	13,890.00	1,026,600.14
Amount Uncompleted	0.00	47,769.04	672,290.43	3,600.00	900,138.00
Subcontractor	MA Rebar	INTEGRITY	Len Cox	IFI	TC&P
Type of Work	Rebar Erection/Supply	ENVIRONMENTAL	Sewer	FENCING	Traffic Control
Subcontract Price	385,582.92	44,085.00	313,104.36	227,188.05	2,718,943.04
Amount Uncompleted	200,000.00	0.00	53,894.00	118,000.00	2,629,333.14
Subcontractor	Meade Electric	LJ KEFE	Original	INTEGRITY	
Type of Work	Electric	SS JACKING	Conc Pumping	ENVIRONMENTAL	
Subcontract Price	369,101.98	400,380.63	40,000.00	132,850.00	
Amount Uncompleted	82,657.60	0.00	15,000.00	52,612.50	

**Part III. Work Subcontracted to Others**

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

	6	7	8	9	10
Subcontractor	Metromex	MA REBAR	Roadsafe	KALGEN	
Type of Work	Asphalt	REBAR	MOT/Sign/Pvmt Mrk	TESTING	
Subcontract Price	129,945.50	2,030,784.52	102,760.07	58,350.00	
Amount Uncompleted	166,536.00	4,829.51	24,001.99	41,246.75	
Subcontractor	OMEGA CONSTRUCTION	METROMEX	Quality	KAPUR	
Type of Work	Flatwork	ASPHALT	Sawcut	SURVEY	
Subcontract Price	329,882.15	112,351.89	15,000.00	325,090.00	
Amount Uncompleted	392,613.99	50,728.32	0.00	107,718.53	
Subcontractor	Sandsmith Masonry	MICHELS	Clean Cut	LJ KEEFE	
Type of Work	Tuck Pointing	CAISSONS	Tree Removal	SEWER JACKING	
Subcontract Price	77,000.00	5,597,292.32	12,330.00	996,370.00	
Amount Uncompleted	0.00	14,575.74	0.00	412,672.50	
Subcontractor		MIXONSITE	Schroeder	METROMEX	
Type of Work		LIGHTWT FILL	Asphalt	ASPHALT	
Subcontract Price		98,391.11	621,475.47	194,951.52	
Amount Uncompleted		0.00	220,244.07	194,951.52	
Subcontractor		MTC MORENO	Michels	MIXONSITE	
Type of Work		TRUCKING	Caissons	LIGHTWEIGHT FILL	
Subcontract Price		0.00	646,616.12	912,672.00	
Amount Uncompleted		0.00	301,567.91	424,512.00	
Subcontractor		NPR	Tritech	NPR	
Type of Work		SEWER CLEANING	Electrical	SEWER CLEANING	
Subcontract Price		48,155.00	2,431,730.10	406,020.00	
Amount Uncompleted		23,625.00	639,818.85	134,167.00	
Subcontractor		RA SEATON	Vibratech	S&J	
Type of Work		TRUCKING	Vibration Monitoring	SIGNAGE	
Subcontract Price		97,726.00	15,000.00	60,430.89	
Amount Uncompleted		0.00	0.00	60,430.89	
Subcontractor		RELIABLE	ENO	STALWORTH	
Type of Work		WATER MAIN	Trucking	CAISSONS	
Subcontract Price		1,069,118.29	449,034.47	6,331,559.08	
Amount Uncompleted		223,414.09	110,773.87	1,295,289.45	
Subcontractor		SONICAN	MTC-Moreno	STRATA	
Type of Work		TRUCKING	Trucking	DRILLING	
Subcontract Price		3,528.00	9,072.50	28,657.50	
Amount Uncompleted		0.00	0.00	6,225.00	
Subcontractor		STRATA	DLZ	SDC	
Type of Work		DRILLING	Survey	STRUCTURAL DESIGN	
Subcontract Price		12,880.00	60,069.55	80,650.00	
Amount Uncompleted		0.00	0.00	43,964.00	

**Part III. Work Subcontracted to Others**

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

	6	7	8	9	10
Subcontractor		Structural		TSI	
Type of Work		CFRP WM Lining		TRAFFIC	
Subcontract Price		1,980,500.00		773,945.05	
Amount Uncompleted		4,500.00		526,398.86	
Subcontractor				TCC	
Type of Work				PAVEMENT MARKING	
Subcontract Price				128,284.62	
Amount Uncompleted				128,284.62	
Subcontractor				TRUCK KING	
Type of Work				TRUCKING	
Subcontract Price				444,438.00	
Amount Uncompleted				371,106.89	
Subcontractor				VIBRA-TECH	
Type of Work				VIBRATION MONITORING	
Subcontract Price				250,975.00	
Amount Uncompleted				95,940.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Totals 6-10	2,069,996.51	460,302.22	2,370,100.57	9,768,129.13	23,389,052.95



**Illinois Department of Transportation**

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

**Affidavit of Availability**  
**For the Letting of** 7/2/2020

(Letting date)

Instructions: Complete this form by either typing or using black ink.  
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**Part I. Work Under Contract**

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

	11	12	13	14	15	
Contract Number	I-18-4705	I-19-4507				
Contract With	ISTHA	ISTHA				
Estimated Completion Date	07/2022	12/1/2020				
Total Contract Price	83,353,068.93	\$ 9,233,181.12				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 79,603,068.93	\$ 8,329,495.12				231,423,880.46
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>231,423,880.46</b>

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

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

Earthwork	10,992,419.00	\$ 1,046,438.00				
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	1,284,000.00	\$ 346,186.00				
Highway,R.R. and Waterway Structures	29,385,782.63	\$ 451,600.00				
Drainage		\$ 59,868.00				
Electrical						
Cover and Seal Coats						
Concrete Construction		\$ 77,000.00				
Landscaping						
Fencing						
Guardrail						
Painting						
Signing		\$ 7,605.00				
Cold Milling, Planning & Rotomilling						
Demolition		\$ 253,460.00				
Pavement Markings (Paint)						
General	6,441,025.28	\$ 1,883,586.12				
<b>Totals</b>	<b>\$ 48,103,226.91</b>	<b>\$ 4,125,743.12</b>				

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

**Part III. Work Subcontracted to Others**

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

	11	12	13	14	15
<b>Subcontractor</b>	<b>METROMEX</b>	<b>BRYAN</b>			
<b>Type of Work</b>	<b>ASPHALT</b>	<b>ENVIRONMENTAL</b>			
<b>Subcontract Price</b>	1,334,352.23	23,011.00			
<b>Amount Uncompleted</b>	1,334,352.23	20,011.00			
<b>Subcontractor</b>	<b>ANDERSON</b>	<b>INDUSTRIAL FENCE</b>			
<b>Type of Work</b>	<b>CONCRETE PUMP</b>	<b>FENCING</b>			
<b>Subcontract Price</b>	45,000.00	207,962.00			
<b>Amount Uncompleted</b>	45,000.00	148,067.00			
<b>Subcontractor</b>	<b>TOUGH CUTS</b>	<b>D2K</b>			
<b>Type of Work</b>	<b>CRUSH &amp; GROOVE</b>	<b>TRAFFIC CONTROL</b>			
<b>Subcontract Price</b>	183,302.00	309,189.00			
<b>Amount Uncompleted</b>	183,302.00	239,000.00			
<b>Subcontractor</b>	<b>TBD</b>	<b>ELECTRIC CONDUIT CONSTRUCTION</b>			
<b>Type of Work</b>	<b>LIME</b>	<b>ELECTRICAL</b>			
<b>Subcontract Price</b>	415,525.32	338,184.00			
<b>Amount Uncompleted</b>	415,525.32	338,184.00			
<b>Subcontractor</b>	<b>TBD</b>	<b>DLZ</b>			
<b>Type of Work</b>	<b>PAINT</b>	<b>SURVEY</b>			
<b>Subcontract Price</b>	579,045.60	41,100.00			
<b>Amount Uncompleted</b>	579,045.60	28,700.00			
<b>Subcontractor</b>	<b>TBD</b>	<b>NATURAL CREATIONS</b>			
<b>Type of Work</b>	<b>SAW &amp; SEAL</b>	<b>LANDSCAPING</b>			
<b>Subcontract Price</b>	31,153.87	159,640.00			
<b>Amount Uncompleted</b>	31,153.87	156,640.00			
<b>Subcontractor</b>	<b>TBD</b>	<b>METROMEX</b>			
<b>Type of Work</b>	<b>SEWER CLEANING</b>	<b>PAVING</b>			
<b>Subcontract Price</b>	6,650.00	1,623,942.00			
<b>Amount Uncompleted</b>	6,650.00	1,575,000.00			
<b>Subcontractor</b>	<b>SIGNAGE</b>	<b>TERRA</b>			
<b>Type of Work</b>	<b>S&amp;J</b>	<b>SOIL NAIL</b>			
<b>Subcontract Price</b>	538,012.55	254,800.00			
<b>Amount Uncompleted</b>	538,012.55	254,800.00			
<b>Subcontractor</b>	<b>METROPOLITIAN</b>	<b>HOMER</b>			
<b>Type of Work</b>	<b>ERECT STR STEEL</b>	<b>TREE REMOVAL</b>			
<b>Subcontract Price</b>	7,700,000.00	6,260.00			
<b>Amount Uncompleted</b>	7,700,000.00	0.00			
<b>Subcontractor</b>	<b>MARKING SPL</b>	<b>JAVELINA</b>			
<b>Type of Work</b>	<b>PAVT MARKINGS</b>	<b>MILLING</b>			
<b>Subcontract Price</b>	45,046.40	27,813.00			
<b>Amount Uncompleted</b>	45,046.40	27,813.00			

**Part III. Work Subcontracted to Others**

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

	11	12	13	14	15
Subcontractor	TBD	MARTINEZ			
Type of Work	VIBRATION	SEWER			
Subcontract Price	20,000.00	865,942.00			
Amount Uncompleted	20,000.00	865,942.00			
Subcontractor	MA REBAR	LJ KEEFE			
Type of Work	REBAR	SEWER BORE			
Subcontract Price	5,000,000.00	375,130.00			
Amount Uncompleted	5,000,000.00	375,130.00			
Subcontractor	JLA & SONS	AC IRON			
Type of Work	SEWER	REBAR			
Subcontract Price	2,984,299.00	45,217.00			
Amount Uncompleted	2,984,299.00	45,217.00			
Subcontractor	TCP	DIVINE			
Type of Work	MOT	FLATWORK			
Subcontract Price	121,182.75	114,748.00			
Amount Uncompleted	121,182.75	114,748.00			
Subcontractor	DIVINE CEMENT	ATLANTIC			
Type of Work	CONCRETE	PAINTING			
Subcontract Price	3,329,288.75	14,500.00			
Amount Uncompleted	3,329,288.75	14,500.00			
Subcontractor	STALWORTH				
Type of Work	DRILLED SHAFTS				
Subcontract Price	2,681,144.00				
Amount Uncompleted	2,681,144.00				
Subcontractor	IFI				
Type of Work	FENCE & GRDRAIL				
Subcontract Price	481,659.71				
Amount Uncompleted	481,659.71				
Subcontractor	ECC				
Type of Work	ELECTRICAL				
Subcontract Price	2,877,653.00				
Amount Uncompleted	2,877,653.00				
Subcontractor	BRYAN				
Type of Work	ENVIRONMENTAL				
Subcontract Price	158,010.00				
Amount Uncompleted	158,010.00				
Subcontractor	NATURAL CREATIONS				
Type of Work	LANDSCAPING				
Subcontract Price	2,481,043.14				
Amount Uncompleted	2,481,043.14				

**Part III. Work Subcontracted to Others**

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

	11	12	13	14	15
Subcontractor	TBD				
Type of Work	SHAFT TESTING				
Subcontract Price	117,000.00				
Amount Uncompleted	117,000.00				
Subcontractor	TBD				
Type of Work	DIAMOND GRIND				
Subcontract Price	165,163.70				
Amount Uncompleted	165,163.70				
Subcontractor	TBD				
Type of Work	HYDRO EX				
Subcontract Price	150,000.00				
Amount Uncompleted	150,000.00				
Subcontractor	TBD				
Type of Work	BITUM. SPRAY				
Subcontract Price	35,310.00				
Amount Uncompleted	35,310.00				
Subcontractor	TBD				
Type of Work	ABESTOS REMOVAL				
Subcontract Price	20,000.00				
Amount Uncompleted	20,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Totals 11-15	31,499,842.02	4,203,752.00			

CONTRACT NO. I-20-4534

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

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

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

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.

S&J Construction Co., Inc.  
 BIDDER  
 06/29/2020  
 DATE  
 SUB-CONTRACTOR

BY:  SIGNATURE  
 SUB-CONTRACTOR

President  
 TITLE



**Illinois Department  
of Transportation**

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

**Affidavit of Availability**  
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(Letting date)

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	1	2	3	4	5	
Contract Number	39226	E-6-650	60P55	60X79	I-18-4374	
Contract With	METRA	CDOT	IDOT - MEADE	IDOT	ISTHA	
Estimated Completion Date	10-15-2020	3-27-2021	09-29-2020	9-15-2020	10-20-2020	
Total Contract Price	148,000.00	8,792,056.00	44,000.00	97,037.00	1,206,292.50	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	81,500.00	4,390,000.00	22,000.00	72,750.00	633,500.00	5,199,750.00
<b>Total Value of All Work</b>						<b>5,199,750.00</b>

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures	81,500.00	4,390,000.00			633,500.00	5,105,000.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing				72,750.00		72,750.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS			22,000.00			22,000.00
						0.00
						0.00
<b>Totals</b>	<b>81,500.00</b>	<b>4,390,000.00</b>	<b>22,000.00</b>	<b>72,750.00</b>	<b>633,500.00</b>	<b>5,199,750.00</b>

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**Illinois Department of Transportation**

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

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	1	2	3	4	5	
Contract Number	I-18-4433	I-18-4430	E-4-712	RPM	61F64	
Contract With	ISTHA	ISTHA	CDOT	CTA	IDOT	
Estimated Completion Date	8-26-2020	4-25-2021	11-08-2020	4-20-2021	7-30-2020	
Total Contract Price	197,488.00	259,698.00	6,737,840.00	12,662,000.00	25,614.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			4,040,500.00			4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	18,000.00	183,500.00		12,580,000.00	12,000.00	17,993,250.00
<b>Total Value of All Work</b>						<b>22,033,750.00</b>

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

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures			3,681,855.00	12,580,000.00		21,366,855.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	18,000.00	183,500.00			12,000.00	286,250.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						22,000.00
						0.00
						0.00
<b>Totals</b>	<b>18,000.00</b>	<b>183,500.00</b>	<b>3,681,855.00</b>	<b>12,580,000.00</b>	<b>12,000.00</b>	<b>21,675,105.00</b>

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Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor			Era Valdivia		
Type of Work			Concrete work & Painting		
Subcontract Price			581,650.00		
Amount Uncompleted			305,620.00		
Subcontractor			JEM Traffic Control		
Type of Work			Traffic Control & Protection		
Subcontract Price			10,600.00		
Amount Uncompleted			6,200.00		
Subcontractor			Diversified Const. Services, LLC		
Type of Work			Scaffolding		
Subcontract Price			87,725.00		
Amount Uncompleted			46,825.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	358,645.00	0.00	0.00

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

Subscribed and sworn to before me

this 29th day of June, 2020

[Redacted Signature]

Notary Public

My commission expires: 08/29/2023

(Notary Seal)

**"OFFICIAL SEAL"**  
LISA L. GIBSON  
Notary Public, State of Illinois  
My Commission Expires 08/29/2023

Type or Print Name Simone Kapovich, President  
Officer or Director Title

Signed

[Redacted Signature]

Company S&J Construction Co., Inc.

Address 4245 166th Street

Oak Forest, IL 60452



**Illinois Department of Transportation**

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

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	1	2	3	4	5	
Contract Number	62F29	60K72	I-17-4673	I-19-4464	17-844-3P	
Contract With	IDOT	IDOT	ISTHA	ISTHA	MWRD	
Estimated Completion Date	8-14-2020	7-24-2021	3-31-2021	9-21-2021	8-05-2020	
Total Contract Price	77,117.00	548,700.00	456,000.00	4,103,693.88	72,940.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	54,491.00	547,200.00	454,700.00	4,103,693.88	30,000.00	23,183,334.88
<b>Total Value of All Work</b>						<b>27,223,834.88</b>

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures		547,200.00	454,700.00	1,592,500.00	30,000.00	23,991,255.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	54,491.00			2,511,193.88		2,851,934.88
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						22,000.00
						0.00
						0.00
<b>Totals</b>	<b>54,491.00</b>	<b>547,200.00</b>	<b>454,700.00</b>	<b>4,103,693.88</b>	<b>30,000.00</b>	<b>26,865,189.88</b>

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**Illinois Department of Transportation**

Bureau of Construction  
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 Springfield, Illinois 62764

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 (Letting date)

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	1	2	3	4	5	
Contract Number	62J31	I-19-4490	I-19-4464	I-19-4481	60M668	
Contract With	IDOT	ISTHA	ISTHA	ISTHA	IDOT	
Estimated Completion Date	8-14-2020	10-23-2020	6-12-2021	10-26-2021	9-25-2020	
Total Contract Price	117,566.00	159,916.00	248,425.00	1,220,000.00	36,875.00	<b>Accumulated Totals</b>
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	102,166.00	159,916.00	248,425.00	1,220,000.00	36,875.00	24,950,716.88
<b>Total Value of All Work</b>						<b>28,991,216.88</b>

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						<b>Accumulated Totals</b>
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures				1,220,000.00	36,875.00	25,248,130.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	102,166.00	159,916.00				3,114,016.88
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS			248,425.00			270,425.00
						0.00
						0.00
<b>Totals</b>	<b>102,166.00</b>	<b>159,916.00</b>	<b>248,425.00</b>	<b>1,220,000.00</b>	<b>36,875.00</b>	<b>28,632,571.88</b>

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	1	2	3	4	5	
Contract Number	62K14	B-5-157	I-19-4506	60D77	62K23	
Contract With	IDOT	CDOT	ISTHA	IDOT	IDOT	
Estimated Completion Date	9-25-2020	10-21-2021	11-20-2020	11-29-2020	12-15-2020	
Total Contract Price	36,773.00	2,872,760.00	110,134.00	313,837.00	616,295.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	36,773.00	2,876,760.00	110,134.00	313,837.00	616,295.00	28,904,515.88
<b>Total Value of All Work</b>						<b>32,945,015.88</b>

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures	36,773.00	2,876,760.00		313,837.00	616,295.00	29,091,795.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing			110,134.00			3,224,150.88
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						270,425.00
						0.00
						0.00
<b>Totals</b>	<b>36,773.00</b>	<b>2,876,760.00</b>	<b>110,134.00</b>	<b>313,837.00</b>	<b>616,295.00</b>	<b>32,586,370.88</b>

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	1	Award Pending	Award Pending	Award Pending	Award Pending	
Contract Number	I-18-4705	I-19-4495	I-20-4520	MC-024	I-17-4339	
Contract With	ISTHA	ISTHA	ISTHA	CTA	ISTHA	
Estimated Completion Date	5-20-2021	8-20-2021	10-30-2021	3-25-2021	7-25-2022	
Total Contract Price	538,012.00	3,225,340.00	559,760.00	295,000.00	9,051,176.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						4,040,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	538,012.00	3,225,340.00	559,760.00	295,000.00	9,051,176.00	42,573,803.88
<b>Total Value of All Work</b>						<b>46,614,303.88</b>

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						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures		3,225,340.00	559,760.00	295,000.00	6,543,548.00	39,715,443.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing	538,012.00				2,507,628.00	6,269,790.88
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) CAISSONS						270,425.00
						0.00
						0.00
<b>Totals</b>	<b>538,012.00</b>	<b>3,225,340.00</b>	<b>559,760.00</b>	<b>295,000.00</b>	<b>9,051,176.00</b>	<b>46,255,658.88</b>

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**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 30 % 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](mailto: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](mailto: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: 7/2/2020  
 To: Contact Name: Simone Kapovich  
 Contractor Company Name: Judlau Contracting, Inc./ S&J Construction Co., Inc.  
 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)*

<b>Subject:</b>	<b>DBE Plan Review</b>	<b>Date Original Plan Submitted:</b>	7/2/2020	<b>Revision #</b>	0
<b>Contract #</b>	I-20-4534	<b>Established DBE Goal:</b>	30.00 %		
<b>Contract Description:</b>	Bridge PCC Beam Fabrication Tri-State Tollway (I-294) over Union Pacific Railroad (UPRR) Mile Post 35.80 Bridge Numbers 287 & 288				

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		\$6,257,107.38							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
S & J Construction Co., Inc.	Prime	D/WBE	Labor/transport	\$1,958,332.22	\$1,958,332.22	31.29 %	City of Chicago	F	Caucasian
<b>Total # of subcontracts: 1</b>				<b>TOTAL</b>	\$1,958,332.22	\$1,958,332.22	31.29 %		
<b>Total # of subcontractors: 1</b>				<b>Total %</b>	31.29 %	31.29 %			





CONTRACT # I-20-4534

DBE FIRM NAME: S&J Construction Co., Inc.
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY: PRIME JV PARTNER X 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.

Table with 7 columns: PAY ITEM NO. \*, DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Includes handwritten entries for 'SEE ATTACHED', 'PROVIDE ALL EXPENSE FOR EXECUTION OF THIS CONTRACT', and 'LABOR/TRANSPORT FOR BEAMS'.

\*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.

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...

Signature for DBE Contractor: [Redacted]
Date: [Redacted]
Contact: Simone Kapovich
Firm Name: S&J Construction Co., Inc.
E-mail: skapovich@sjconst.com
Phone: 708-331-1816
Address: 4245 166th Street Oak Forest, IL 60452

Signature for DBE Contractor: [Redacted]
Date: 06/29/2020
Contact: Simone Kapovich
Firm Name: S&J Construction Co., Inc.
E-mail: skapovich@sjconst.com
Phone: 708-331-1816
Address: 4245 166th Oak Forest, IL 60452

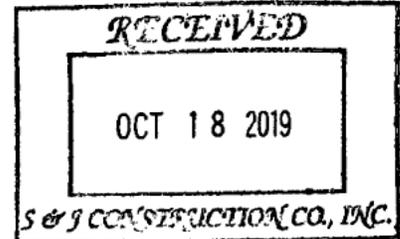


# Illinois Department of Transportation

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

October 15, 2019

CERTIFIED-RETURN RECEIPT REQUESTED



Ms. Simone Kapovich  
S & J Construction Co., Inc.  
4245 166th St.  
Oak Forest, IL 60452

Dear Ms. Kapovich:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for S & J Construction Co., Inc., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

[REDACTED]

DBE Certification Section  
Bureau of Small Business Enterprises

➕ 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](#)

**S & J Construction** Email: [skapovich@sjconst.com](mailto:skapovich@sjconst.com)

**Co., Inc.** Phone: (708)-331-1816

Simone Kapovich Fax: (708) 687-2135

4245 166th St.

Oak Forest, IL 60452

**County:** Cook

**Categories:** Construction

<b>NAICS</b>	<b>Speciality</b>
237310-Highway, Street, & Bridge Construction	237310- STEEL, STRUCTURAL - ERECTION
238910-Site Preparation Contractors	SIGNING BRIDGES - EXCEPT PAINTING PRECAST & PRESTRESSED CONCRETE - HIGHWAY STEEL, REINFORCING - REBAR PLACEMENT WELDING 238910- CAISSONS & PILE DRIVING DRILL SHAFT FOUNDATIONS



ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: S&J Construction Co., Inc.  
CONTACT NAME: Simone Kapovich

CONTACT PHONE NUMBER: 708-331-1816  
CONTACT E-MAIL: skapovich@sjconst.com

CONTRACT NUMBER I-20-4534

\*\*please reference related Form 2026 from JV partner Judlau Contracting, Inc.

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.
Same as Judlau 2026		
S&J Construction (Prime-JV Partner)	As defined in JV Agreement	\$1,896,332.22
	"Provide all expertise for execution of this contract"	
S&J Construction	Provide Labor/Transport for Beams	\$62,000.00
	TOTAL	\$1,958,332.22

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



CONTRACT # I-20-4534

DBE FIRM NAME: S&J Construction Co., Inc.
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA 8(A)

CHECK ALL THAT APPLY: PRIME IV PARTNER X 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.

Table with 7 columns: PAY ITEM NO. \*, DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Includes handwritten entries for 'SEE ATTACHED', 'PROVIDE ALL EXPENSE FOR EXECUTION OF THIS CONTRACT', and 'LABOR/TRANSPORT FOR BEAMS'.

\*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.

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...

Signature and contact information for Simone Kapovich, S&J Construction Co., Inc. Includes fields for Signature, Title, Date, Contact, Firm Name, E-mail, Phone, and Address.

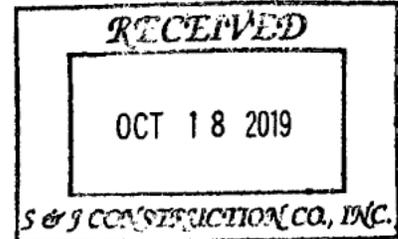


# Illinois Department of Transportation

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October 15, 2019

CERTIFIED-RETURN RECEIPT REQUESTED



Ms. Simone Kapovich  
S & J Construction Co., Inc.  
4245 166th St.  
Oak Forest, IL 60452

Dear Ms. Kapovich:

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

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

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

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

[REDACTED]

DBE Certification Section  
Bureau of Small Business Enterprises

➕ 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](#)

**S & J Construction** Email: [skapovich@sjconst.com](mailto:skapovich@sjconst.com)

**Co., Inc.** Phone: (708)-331-1816

Simone Kapovich Fax: (708) 687-2135

4245 166th St.

Oak Forest, IL 60452

**County:** Cook

**Categories:** Construction

<b>NAICS</b>	<b>Speciality</b>
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# 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.

\_\_\_\_\_ Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

- ILUCP DBE Directory:  
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>
- City of Chicago's M/WBE Directory:  
<https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
- County of Cook, IL's M/WBE Directory:  
<http://www.cookcountyil.gov/mbewbevbe-directory/>
- Small Business Administration's SBA 8(a) Directory:  
[http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.

\_\_\_\_\_ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.

\_\_\_\_\_ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

\_\_\_\_\_ Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

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

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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



# DBE FORM 2023

## Good Faith Efforts Contacts Log for Soliciting - DBE Participation: Form 2023 continued

Project name: \_\_\_\_\_

Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBEs. Duplicate as needed.

Name of DBE	Date and method of contact	Scope of work solicited	Reason agreement was not reached

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

Print Name: \_\_\_\_\_

Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_

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



# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## FORM 2024 - DBE Trucking Reporting and Verification Form

To be submitted to the CM by the prime contractor at 25%, 50%, 75% of contract completion, FINAL (Request for Release of Final Retainage)

### SECTION A: to be completed by Prime Contractor

- (a) Contract Number \_\_\_\_\_
- (b) Prime Contractor Name \_\_\_\_\_
- (c) Contract Award Value \_\_\_\_\_
- (d) Amount Earned to Date \_\_\_\_\_
- (e) Percent Complete  Chose One
- (f) Reporting Period: \_\_\_\_\_ To \_\_\_\_\_

(h) Name of DBE Trucking Subcontractor	(i) DBE Trucking Subcontractor Amount from DBE Plan (Form 2025)	(j) Amount Paid to DBE Trucking Subcontractor to Date	(k) Percent of Planned Amount Paid to Date
			#DIV/0!

- (h) \_\_\_\_\_  
Signature of Prime Contractor Authorized Agent
- (i) \_\_\_\_\_  
Printed Name
- \_\_\_\_\_ Date
- \_\_\_\_\_ Title

### SECTION B: to be completed by DBE Trucking Sub-Contractor

- (j) Total value of payments received for trucks owned and operated by this DBE trucker \_\_\_\_\_
- (k) Total value of payments received for trucks leased and operated by another DBE trucker \_\_\_\_\_
- (l) Total value of payments received for trucks leased from a Non-DBE trucker \_\_\_\_\_
- (m) \_\_\_\_\_

	Number of Trucks
a. _____	
b. _____	
c. _____	

→ \$ \_\_\_\_\_

Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.

- (n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) \_\_\_\_\_
- (o) Total DBE Trucking Participation Based on DBE Special Provision VII.A. \$ \_\_\_\_\_  
Sum of a, b & d above

- (p) \_\_\_\_\_  
Signature of DBE Sub-Contractor Authorized Agent
- (q) \_\_\_\_\_  
Printed Name
- \_\_\_\_\_ Date
- \_\_\_\_\_ Title

I certify that I have read and understood the information provided by this form and that all of the foregoing information submitted in this affidavit are true and correct to the best of my knowledge, as of the stated date(s), and that all responses are full and complete, omitting no material information. I authorize the Illinois State Toll Highway Authority to make inquiries to verify the accuracy of the statements made.

I understand that a material or false statement or omission made in connection with this application may be sufficient cause for revocation of a prior DBE certification, initiation of suspension or debarment proceedings, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

\_\_\_\_\_  
Signature /Date of Construction Manager (CM)

\_\_\_\_\_  
Diversity Verification  
Initials / Date



ISTHA DBE Final Payment Report – DBE Form 2115

General Information

1	Report Date:	
2	Contract No.:	
3	Reporting Period:	Through

Prime Contractor Information

4	Prime Contractor:	
5	Address:	
6	Telephone:	

Subcontractor Information

7	Subcontractor:	
8	Address:	
9	Telephone:	

Subcontractor Payment

13	Payment Earned during Contract:	
14	Adjustments:	
15	Payment Recvd to date:	
16	Payment withheld due to delinquent debt:	
17	Balance Due:	

Subcontractor Work during Contract:

Pay Item No.	Pay Item Description	Quantity	Unit	Unit Price	Total Amount	Partial Pay Item Descr. (if app.)	Total Earned by Subcontractor
(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)
(26) Sum:							
(27) Explanations							

**Affidavit:** This form is to verify the work completed and the amount paid to the DBE Subcontractor on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that the work reported herein was executed by the DBE, that the DBE actually performed, managed and supervised the work, that this represents all payment to the Subcontractor on the above captioned contract, excepting payment withheld due to delinquent debt for which the Subcontractor is responsible, and that the work reported herein conforms to the work reported in the approved Utilization Plan (DBE Form 2026/2025) together with any amendments approved by ISTHA. The undersigned also certifies that he or she is a duly authorized agent with full power and Tollway to make this certification.

Prime Contractor

28	Name of Agent:	
29	Title of Agent:	
30	Signature of Agent:	
31	Date of Signature:	

Subcontractor

32	Name of Agent:	
33	Title of Agent:	
34	Signature of Agent:	
35	Date of Signature:	



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

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

To promote equality of employment opportunity for all individuals including veteran, minority, and female tradespersons on Illinois State Toll Highway Authority (ISTHA or "Tollway") capital construction projects. In its efforts to achieve this equality, it is the desire of ISTHA to follow the guidelines as instituted by the United States Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") as established through Executive Order 11246 and by Title VII of the Civil Rights Act of 1964, the Illinois Department of Human Rights (IDHR) as established through the Illinois Human Rights Act (Illinois Compiled Statutes, 775 ILCS 5/1 -101, *et sequitur*), and State of Illinois Executive Order 15-2, Executive Order To Ensure Equal Opportunity Is Provided To All Illinois Persons And Businesses.

**2. CONTRACTOR ASSURANCE:**

The contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of any protected category identified by law in the performance of this contract in compliance with Title VII of the Civil Rights Act of 1964 found in 42 U.S.C § 2000e, *et seq* and Illinois state laws. Discrimination is the unfair treatment or denial of normal privileges to persons because of any characteristic protected by law. The Tollway encourages the prompt reporting of incidents of suspected discrimination, harassment or retaliation, regardless of the offender's identity or position. In the event of the contractor's non-compliance with this Equal Employment Opportunity Special Provision, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other remedies invoked as provided by statute or regulation.

**3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:**

The EEO goals set by the U.S. Dept. of Labor - Office of Federal Contract Compliance Programs ("OFCCP") for construction trade workers in the Chicago area, which is provided through Executive Order 11246, apply to this contract. The EEO goals are measured through the following percentages of construction aggregated work hours in each of the categories;

- Women: at least 6.9 percent for all contracts.
- Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.6%.

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

#### **4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:**

##### **AMERICAN INDIAN OR ALASKA NATIVE:**

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

##### **ASIAN:**

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

##### **BLACK OR AFRICAN AMERICAN:**

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

##### **HISPANIC:**

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

#### **5. CONTRACT PERFORMANCE**

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

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

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

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

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

Actual amounts of minority, female, and veteran work will be measured for the total hours of construction workers employed on the contract within each of the categories of journeyworker, apprentice and laborer by the contractor and all of the worksite subcontractors. Minority female trade worker hours are counted in applicable ethnic category, in the veteran category if applicable and also in the female category.

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

Included in the certified payrolls, as "Apprentices" are only bona fide apprentices currently in a training program certified by the U.S. Department of Labor - Bureau of Apprenticeship and Training, and hours credited towards the EEO Program are only those hours the apprentice was employed at the construction site. "Journeyworkers" are the construction site journeyworkers from the major trades. Other "Helpers", watchmen, custodial workers, clerical workers, and salaried superintendents are not creditable in the formula. Hourly wage "Forepersons" and "Forepersons" otherwise known as working forepersons, will be counted as journeyworkers for purposes of the EEO Program reporting.

In addition to the timely submission of certified payroll required by the Prevailing Wage Act (820 ILCS 130) as required by the contract specifications, the contractor must have submitted all certified payrolls for the contractor and all subcontractors before the contractor submits its request for the final release of retention and the final waiver of lien. No adjustments to certified payrolls will be accepted after the transmission of the final waiver of lien.

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

## **7. EEO FORM 0003 WORKFORCE ANALYSIS**

All contractor and subcontractors' EEO 0003 reports must be submitted electronically to the Tollway.

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically monthly and be up-to-date to through the last full month preceding the transmittal of each pay estimate. Failure to submit the EEO 0003 Report(s) electronically **before transmittal of the pay estimate** will cause the pay estimate to be deemed incomplete and will be returned to the contractor for completion.

The contractor is responsible for maintaining a hard copy of the contractor's and subcontractors' certified payrolls, including all properly executed certifications, organized by contract for every construction worksite. Failure to report fully all required workforce information will cause a delay in processing the contractor's pay estimates. Disclosure of this information is required. Patterns of delinquent reporting may be cause to terminate this contract or such other remedy as the Tollway deems appropriate.

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

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

#### **9. GOOD FAITH EFFORT PROCEDURES:**

If the Tollway determines that the contractor and/or its subcontractors are not in compliance with the EEO goals, the Tollway will notify the contractor of said non-compliance. The contractor must submit a Corrective Action Plan within fifteen (15) business days of the date of its receipt of the notice of non-compliance. The Corrective Action Plan must contain evidence of good faith efforts the contractor has made in an effort to meet the EEO goals and outline the additional good faith efforts the contractor will be making, including but not limited to timelines, through the remaining life of the contract.

#### **10. CORRECTIVE ACTION PLAN:**

The Corrective Action Plan must show that the contractor made good faith efforts, taking all necessary and reasonable steps to achieve the stated EEO goals. Necessary and reasonable steps are those that could reasonably be expected to employ and retain a sufficient number of minority and female trade workers to meet or exceed the federally set EEO goals for the Illinois county in which work is performed.

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

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

- Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs.
- Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

The Tollway will consider the quality, quantity and intensity of the kinds of efforts that the contractor and its subcontractors have made throughout the life of the contract. Mere pro forma efforts are not good faith efforts; rather, the contractor and its subcontractors are expected to have taken those efforts that would be reasonably expected of a contractor and its subcontractors who are actively trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

**11. AMENDED CORRECTIVE ACTION PLAN:**

If the Tollway determines that the contractor has not made a good faith effort to meet the EEO goals, the Tollway will notify the contractor of that preliminary determination by contacting the responsible company official designated in the Corrective Action Plan. The preliminary determination will include a statement of reasons why a finding of insufficient good faith efforts has been made and may include additional good faith efforts that the contractor could take to remedy the deficiency. The notification will designate a fifteen (15) business day period during which the contractor may make additional efforts to demonstrate a good faith effort to meet the EEO goals. The contractor is not limited by the Tollway's suggestions per Sections 9 and 10 of additional good faith efforts, but may take other actions in order to demonstrate good faith efforts to employ and retain additional minority and female trade workers on the project. The contractor shall submit an amended Corrective Action Plan if additional employment commitments to meet the EEO contract goal are secured and/or to document its additional good faith efforts. If additional hiring commitments sufficient to meet the EEO contract goal are not secured, the contractor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the contractor will be considered as part of the contractor's good faith efforts. If the contractor is not able to meet the EEO goal after making additional efforts, the Tollway will make a pre-final determination as to the good faith efforts of the contractor and will notify the designated responsible contractor official of the reasons for an adverse determination, if applicable.

**12. DETERMINATION OF NON-COMPLIANCE:**

If the Tollway determines that the contractor has failed to make a good faith effort to meet the EEO goals on the contract, the Tollway will document its findings in a "Letter of Non-Compliance" that will become part of the procurement file maintained on the contractor by the Tollway. The Letter may include a proposed sanction under Section 14 if the contractor fails to take corrective action in a timely fashion. Upon a finding that a contractor has failed to make good faith efforts to achieve the applicable EEO goals, the Tollway may exercise any appropriate sanction available to it under Section 14, including the revocation of the contract award to the contractor and any other remedy available to the Tollway under its contract with the contractor or by law.

**13. ADMINISTRATIVE RECONSIDERATION:**

The contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request to the Tollway, Department of Diversity and Strategic Development, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: form0003wfa@getipass.com. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The Letter of Non-Compliance shall become final if the contractor fails to submit a timely request for administrative reconsideration. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the

Tollway if a hearing is requested, explaining the basis for finding that the contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the contractor. A final decision that a good faith effort was not made shall render the contractor in breach as non-compliant with its contract with the Tollway and may subject the contractor to sanctions under Section 14.

**14. SANCTIONS:**

The Contractor's failure to achieve the EEO goals or to demonstrate good faith efforts towards meeting those goals may subject the Contractor to administrative sanctions. These sanctions include, but are not limited to, monetary sanctions, including non-release of retainage, liquidated damages, deeming the contractor as non-responsible with respect to future business with the Tollway, and other reasonable sanctions as are permitted by law or equity. A contractor's repeated failure to meet its EEO obligations on Tollway contracts can be grounds for the Tollway to not award future contracts to the contractor.

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

**15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

**16. INACCURATE OR FRAUDULENT REPORTING:**

contractors and subcontractors have a duty to accurately report information pursuant to this Special Provision. A contractor or subcontractor who fails to supply accurate information may be subject to sanctions imposed by the Tollway under Section 14. A contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

**17. OTHER REGULATIONS:**

The achievement of the EEO goals does not abrogate other responsibilities of the contractor to comply with equal employment opportunity requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in the contract.



**FORM EEO 1256 - WORKFORCE PROJECTION - continued**

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

The undersigned Bidder projects that: (number) 2 new hires would be recruited from the area in which the contract project is located; and/or (number) 1 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) 2 persons will be directly employed by the prime contractor and that (number) 3 persons will be employed by subcontractors.

Company Judlau Contracting Inc. / S&J Construction Co. Inc. Joint Venture Telephone Number 630-387-6040  
1011 Warrenville Rd, Suite 195  
Address Lisle, IL 60532

**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.



## 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 **3%** 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](http://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.

Date: 7/2/2020  
 To: Contact Name: Shamik Amin  
 Contractor Company Name: Judlau Contracting, Inc./ S&J Construction Co., Inc.  
 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:	<b>VOSB Plan Review</b>	Date Original Plan Submitted:	7/2/2020	Revision #	0
Contract #	I-20-4534	Established VOSB Goal:	3.00 %		
Contract Description:	Bridge PCC Beam Fabrication Tri-State Tollway (I-294) over Union Pacific Railroad (UPRR) Mile Post 35.80 Bridge Numbers 287 & 288				

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		\$6,257,107.38							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Collins Engineers, Inc.	SB	VOSB	Engineering Professional	\$115,000.00	\$115,000.00	1.83 %	CMS	M	Caucasian
Viking Brothers, Inc.	Trucker	VOSB	Trucking	\$75,000.00	\$75,000.00	1.19 %	CMS	M	Caucasian
<b>Total # of subcontracts: 2</b>			<b>TOTAL</b>	<b>\$190,000.00</b>	<b>\$190,000.00</b>	<b>3.03 %</b>			
<b>Total # of subcontractors: 2</b>			<b>Total %</b>	<b>3.03 %</b>	<b>3.03 %</b>				





Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # I-20-4534

VOSB FIRM NAME: Collins Engineers, Inc.  
 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)
VARIOUS	ENGINEERING PROFESSIONAL SERVICES					\$115,000.00
<b>TOTALS FOR THIS VOSB FIRM:</b>						\$115,000.00

\*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #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 PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Signature for Prime Contractor: [Redacted] Title: ESTIMATOR Date: 07/01/20  
 Contact: Shamik Amin  
 Firm Name: Judlau Contracting, Inc.  
 E-mail: shamik.amin@ohlna.com  
 Phone: 630-387-6040  
 Address: 1011 Warrenville Rd, Ste 195, Lisle IL 60532

Signature: [Redacted] Title: VP Date: 6.30.20  
 Contact: Michael Haas  
 Firm Name: Collins Engineers, Inc.  
 E-mail: mhaas@collinsengr.com  
 Phone: 312.236.2458  
 Address: 550 W. Jackson Blvd. Suite 1200, Chicago, IL 60661

**Business & Contact Information**

BUSINESS NAME	<b>Collins Engineers, Inc.</b>	
OWNER	Mr. THOMAS COLLINS	
ADDRESS	550 W. Jackson Boulevard #1200 Chicago, IL 60616	<a href="#">Map This Address</a>
PHONE	312-704-9300	
FAX	312-704-9320	
EMAIL	<a href="mailto:jhamelka@collinsengr.com">jhamelka@collinsengr.com</a>	
WEBSITE	<a href="http://WWW.COLLINSENGR.COM">http://WWW.COLLINSENGR.COM</a>	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Cook (IL)	

**Certification Information**

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	2/22/2021
EXPIRATION DATE	2/22/2025
CERTIFIED BUSINESS DESCRIPTION	ARCHITECTURAL SERVICES, PROFESSIONAL ENGINEERING SERVICES, PROFESSIONAL

**Commodity Codes**

Code	Description
NIGP 90600	ARCHITECTURAL SERVICES, PROFESSIONAL
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL

**Additional Information**

REGION	Metro Chicago
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CONTRACT #	I-20-4534	VOSB FIRM NAME:	VIKING BROS INC.
CIRCLE ALL THAT APPLY:		<input checked="" type="checkbox"/> VOSB	<input type="checkbox"/> SDVOSB
ETHNICITY:		<input type="checkbox"/> Af-Am	<input type="checkbox"/> As In
		<input type="checkbox"/> As Pac	<input type="checkbox"/> Hisp
		<input checked="" type="checkbox"/> Cauc	GENDER: <input checked="" type="checkbox"/> M <input type="checkbox"/> 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	TRUCKING AS NEEDED					\$75,000.00
TOTALS FOR THIS VOSB FIRM:				0.00		\$75,000.00

\*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #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 PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Signature: Title: President

Date: 07/02/2020

Contact: Simone Kapovich

Phone: 708-331-1816

Firm Name: S&J CONSTRUCTION CO. INC.

Address: 4745 166TH STREET, OAK FOREST, IL 60452

VIKING BROS. INC.  
1665 EASTWOOD DR.   
AURORA, IL 60506

Signature for VOSB Contractor: Title:

Date: 07/01/2020

Contact: CRAIG MELBY

Phone: 630 957-7789

Firm Name: VIKING BROS. INC.

Address: 1665 EASTWOOD DR. AURORA, IL 60506

CMS: Certification Approved

From: State of Illinois Central Management Services (cms@diversitycompliance.com)

To: vbiinc@sbcglobal.net

Date: Friday, December 20, 2019, 10:35 AM CST

December 20, 2019

Craig Melby  
Viking Brothers, Inc.  
1665 Eastwood Drive,  
Aurora, IL 60506

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)  
Certification Term Expires: February 6, 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 VBP in the specialty area(s) of:

NIGP 74500: ROAD AND HIGHWAY BUILDING MATERIALS, ASPHALTIC)  
NIGP 75000: ROAD AND HIGHWAY BUILDING MATERIALS, NON ASPHALTIC  
NIGP 96239: HAULING SERVICES  
NIGP 96286: TRANSPORTATION OF GOODS, SHIPPING AND HANDLING, AND OTHER FREIGHT SERVICES

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](http://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,

Carlos Gutiérrez  
Certification Manager  
Veteran Business Program

This message was sent to: [vbiinc@sbcglobal.net](mailto:vbiinc@sbcglobal.net)  
Sent on: 12/20/2019 10:35:06 AM



TEL. 630.897.7799

1665 EASTWOOD DR. • AURORA, IL 60506

FAX 630.897.7798

# VOSB GOAL Project #

I-20 4534

## NOTICE TO GENERAL CONTRACTOR:

*Please sign, date, email or fax the attached purchase order along with approximate goal amount within 24 hours of being read low on this bid. In the absence of this document, VBI will not be able to honor the quoted price or availability.*

**CRAIG MELBY**  
**TRUCKING**

**AGGREGATE & BUILDING MATERIAL SUPPLIER**

**CELL: 630-957-7799**

**FAX: 630-897-7798**

FETD #



**Certified Profile**CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	<b>Viking Brothers, Inc.</b>
OWNER	<b>Mr. Craig Melby</b>
ADDRESS	<b>1665 Eastwood Drive, Aurora, IL 60506</b>
PHONE	<b>630-897-7799</b>
FAX	<b>630-897-7798</b>
EMAIL	<a href="mailto:vbiinc@sbcglobal.net">vbiinc@sbcglobal.net</a>
WEBSITE	<a href="http://vikingbros.techpro.com">http://vikingbros.techpro.com</a>
ETHNICITY	<b>Caucasian</b>
GENDER	<b>Male</b>
COUNTY	<b>Kane (IL)</b>

[Map This Address](#)**Certification Information**

CERTIFYING AGENCY	<b>State of Illinois Central Management Services</b>
CERTIFICATION TYPE	<b>VOSB - Veteran Owned Small Business</b>
RENEWAL DATE	<b>2/6/2021</b>
EXPIRATION DATE	<b>2/6/2022</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Active NIGP 74500 ROAD AND HIGHWAY BUILDING MATERIALS</b> <b>Active NIGP 75000 ROAD AND HIGHWAY BUILDING MATERIALS</b>





## VOSB FORM 2023

### Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

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

#### Good Faith Efforts Checklist

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

- \_\_\_\_\_ Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>
- \_\_\_\_\_ Identified portions of the contract work capable of performance by available VOSBs/SDVOSBs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate VOSB/SDVOSB participation even when the Bidder could perform those scopes with its own forces.
- \_\_\_\_\_ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- \_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid.
- \_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage VOSBs/SDVOSBs to submit bids.
- \_\_\_\_\_ Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in Vendor's efforts to meet the goal.



### VOSB FORM 2023 page 2

\_\_\_\_\_ Made efforts to assist interested VOSBs/SDVOSBs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

\_\_\_\_\_ Made efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

\_\_\_\_\_ Utilized resources available to identify available VOSBs/SDVOSBs, including but not limited to VOSB/SDVOSB assistance groups; local, state and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of VOSBs/SDVOSBs.

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

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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



# VOSB FORM 2023

## Good Faith Efforts Contacts Log for Soliciting - VOSB Participation: Form 2023 continued

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of VOSBs/SDVOSBs. Duplicate as needed.

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached

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

**Print Name:** \_\_\_\_\_

**Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## SPECIAL PROVISION

### FOR

## BID CREDIT INCENTIVE PROGRAMS

### 1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

Use of Bid Credits from the Bid Credit Incentive Programs is applicable only to construction projects advertised by the Tollway for public bidding.

Current Tollway Bid Credit Programs are:

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

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

### 2. DEFINITIONS

*Active Bid Credit Certificate Register:* Listing of all active Bid Credit Certificates for all Bid Credit programs indicating certificate number, value, owner and issue date.

*Active Bid Credits:* Bid Credits available for submission and utilization on a construction bid.

*Award Criteria:* Contractor's Base Bid minus Bid Credit submitted subject to the Bid Credit Cap identified for each solicitation.

*Base Bid:* The bid amount prior to applying Bid Credits Submitted.

*Bid Credit:* Virtual dollar credits earned through a Tollway BID CREDIT Program.

*Bid Credit Allocation:* When Bid Credits Submitted by a prime contractor and subcontractor/fabricator are applied proportionally to the total of all the Bid Credits originally submitted with the bid.

*Bid Credit Cap:* A contract-specific limit as determined by an approved Tollway formula on the amount of Active Bid Credits that can be applied as Bid Credits. Any Bid Credits Submitted above and beyond the Bid Credit Cap will not be considered.

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

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

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

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

TOLLWAY: The Illinois State Toll Highway Authority.

### **3. EARNING BID CREDITS**

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

### **4. BIDDING PROCEDURES**

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

- 4.1 Each bid solicitation will have a contract-specific total Bid Credit Cap as determined by the approved Tollway formula on the amount of Bid Credit that can be applied.
- 4.2 Any credits applied above and beyond the Bid Credit Cap will not be considered.
- 4.3 If needed, contractors can check the appropriate ACTIVE Bid Credit Certificate REGISTER on the TOLLWAY's website to ensure Bid Credit 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](http://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-20-4534  
**CONTRACTOR/CONSULTANT NAME:** Judlau Contracting, Inc.

**1. PAYMENT TERMS AND CONDITIONS:**

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
  - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by vendor without the prior written consent of the State.

- 3. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring 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**

Judlau Contracting, Inc. 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.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.

\_\_\_\_\_ hereby agrees to the exceptions provided by \_\_\_\_\_ and to the Additional Terms and Conditions provided by \_\_\_\_\_.

Agreed: <b>Judlau Contracting, Inc.</b>	Agreed:
By: <b>Arnav Amin</b>	By:
Signed: 	Signed:
Position: <b>Executive Vice President</b>	Position:
Date: <b>June 29, 2020</b>	Date:



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

Date: June 29, 2020 Project Number: I-20-4534

Project Name: Bridge PPC Beam Fabrication  
Tri-State Tollway (I-294) over Union Pacific Railroad, Mile Post 35.80  
Bridge Numbers 287 and 288

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: Judlau Contracting, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: arnav.amin@ohlina.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.**

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
<del>SEE ATTACHED</del>				
COLLINS ENG	[REDACTED]	550 W JACKSON BLDG #1240 CHICAGO, IL 60616	ENGINEERING	\$115,000.00
VIKING BROS	[REDACTED]	1665 EASTWOOD DR AURORA, IL 60506	TRUCKING	\$75,000.00
S&J CONSTRUCTION	[REDACTED]	4245 166TH ST DAK FOREST IL 60452	LABOR/TRANSPORT	\$62,000.00

Signature: [REDACTED]

Date: June 29, 2020

Printed Name: Arnav Amin



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	69030335
Entity Name	JUDLAU CONTRACTING, INC.
Status	ACTIVE

#### Entity Information

Entity Type  
CORPORATION

Type of Corp  
FOREIGN BCA

Qualification Date (Foreign)  
Wednesday, 17 July 2013

State  
NEW YORK

Duration Date  
PERPETUAL

#### Agent Information

Name  
COGENCY GLOBAL INC.

Address

600 SOUTH SECOND ST, SUITE 404  
SPRINGFIELD , IL 62704

Change Date  
Wednesday, 12 July 2017

## Annual Report

Filing Date  
Friday, 17 July 2020

For Year  
2020

## Officers

President  
Name & Address  
ASHOK PATEL 9675 NW 117TH AVE STE 108 MIAMI FL 33178

Secretary  
Name & Address  
CESAR F PEREIRA 26-15 ULMER ST COLLEGE POINT NY 11354

## Assumed Name

ACTIVE  
OHL NORTH AMERICA

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

(One Certificate per Transaction)



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	52398061
Entity Name	S & J CONSTRUCTION CO., INC.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Tuesday, 26 May 1981
State ILLINOIS
Duration Date PERPETUAL

<b>Agent Information</b>
Name SIMONE YVONNE KAPOVICH
Address

4245 166TH ST  
OAK FOREST , IL 60452

Change Date  
Thursday, 15 May 2014

## Annual Report

Filing Date  
Thursday, 6 August 2020

For Year  
2020

## Officers

President  
Name & Address  
SIMONE KAPOVICH 6416 BLODGETTCT DOWNERS GROVE IL 60516

Secretary  
Name & Address  
KATHLEEN A KAPOVICH 2141 COTTAGE LANE DARIEN IL 60561

[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)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:23 08/05/20

ACTION: S

VENDOR NUMBER= \*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/05/20 AT 08:23 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

Judlau Contracting, Inc

FEIN [REDACTED]

Contract No. I-20-4534

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:27 08/05/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/05/20 AT 08:28 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

S & J Construction Co, Inc  
FEIN [REDACTED]  
Contract No. I-20-4534

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:30 08/10/20

ACTION: S

VENDOR NUMBER= \*\*\* \* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/10/20 AT 13:31 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

Collins Engineers, Inc.

FEIN [REDACTED]

Contract No. I-20-4534

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:35 08/05/20

ACTION: S

VENDOR NUMBER= \*\*\* \* [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 08/05/20 AT 11:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Viking Brothers, Inc.

FEIN [REDACTED]

Contract No. I-20-4534



**Substance Abuse Prevention  
Program Certification  
Public Act 95-0635**

Contract # I-20-4534

Today's  
Date 06.29.2020

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.

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.

Judlau Contracting, Inc.

Contractor

Arnav Amin, Executive Vice President

Name/Title 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**

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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: Judlau Contracting, Inc

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

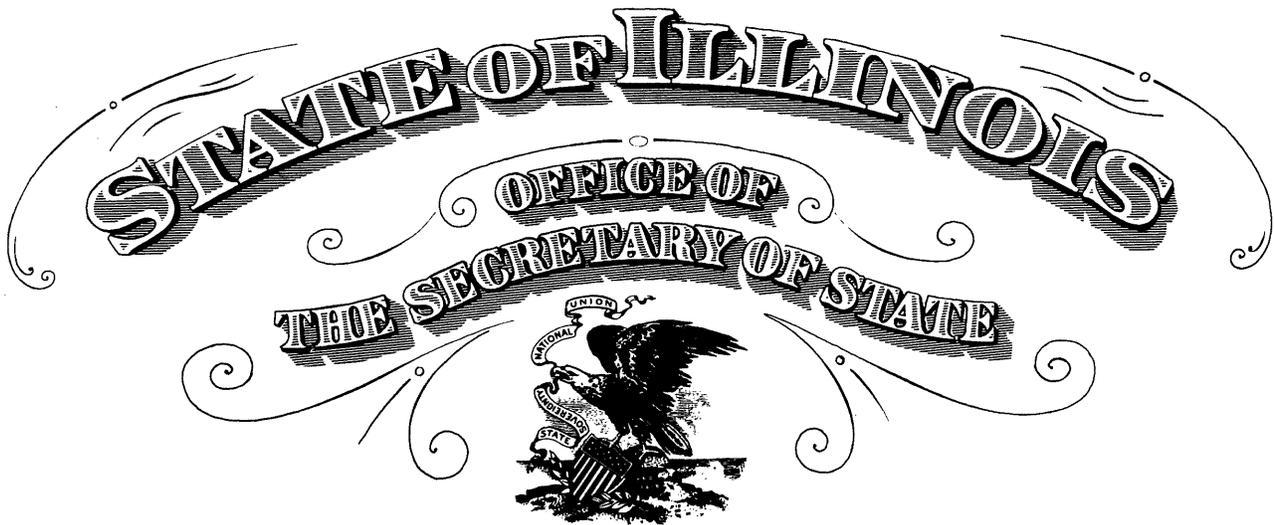
Employer Identification Number: XXXXXXXXXX

Legal Status (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: XXXXXXXXXX

Date: 6/24/2020



**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*

JUDLAU CONTRACTING, INC., INCORPORATED IN NEW YORK AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JULY 17, 2013, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS 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 25TH day of MARCH A.D. 2020 .***



*Jesse White*

SECRETARY OF STATE

# Certificate of Registration



**Registration No. 26817**

**Judlau Contracting, Inc.**

26-15 Ulmer Street

College Point NY 11354

Information for this business last updated on:

Thursday, May 21, 2020

Certificate produced on Thursday, May 21, 2020 at 4:29 PM



## Abby Reich

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**From:** Adam Ingber  
**Sent:** Thursday, December 6, 2018 12:35 PM  
**To:** Abby Reich  
**Subject:** FW: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

For your records.

**From:** IDHR.PublicContracts <IDHR.PublicContracts@Illinois.gov>  
**Sent:** Thursday, December 6, 2018 11:49 AM  
**To:** Adam Ingber <adam.ingber@ohlna.com>  
**Subject:** [EXTERNAL] Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.



Bruce Rauner, Governor  
Janice Glenn, Director

IDHR #: 136582-00  
Date Eligible: 12/05/2018  
Expires on: 12/05/2023

ADAM INGBER  
JUDLAU CONTRACTING, INC.  
26-15 ULMER STREET  
COLLEGE POINT, NY 11354

### **CONFIRMATION OF EXISTING/RENEWAL REGISTRATION**

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

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

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

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration

invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

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

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942  
535 West Jefferson Street, 1<sup>st</sup> Floor, Springfield, IL 62702, (217) 785-5100  
2309 West Main Street, Marion, IL 62959 (618) 993-7463  
[www.state.il.us/dhr](http://www.state.il.us/dhr)

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