

RESOLUTION NO. 21113

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4258 for Maintenance Facility Building Construction at Maintenance Facility M-7 (Rockford) on the Jane Addams Memorial Tollway (I-90) at Milepost 15.2 (Business US 20). The lowest responsible bidder on Contract No. RR-16-4258 is William Charles Construction Company, LLC in the amount of \$25,795,281.70.

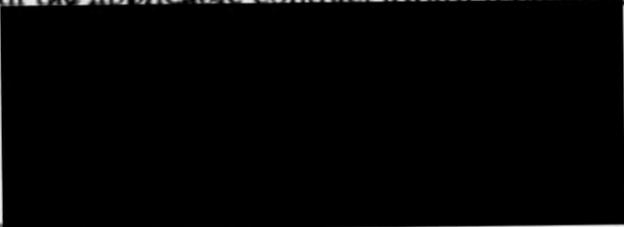
Resolution

Contract No. RR-16-4258 is awarded to William Charles Construction Company, LLC in the amount of \$25,795,281.70, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:


Chairman

**ADDENDUM No. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-16-4258
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: July 21, 2016

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 AM local time August 4, 2016.

NOTICE TO REVISIONS TO CONTRACT

NOTES:

1. **The Bid opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30 a.m., local time, **August 4, 2016**, at which time the Proposals will be opened and the bids read aloud. Replace A-1 with the attached page A-1R. Replace P-1 with attached page P-1R.
2. The following special provisions are included with this addendum:

Table of Contents – iiiR, viiR, viiiR
Volume II: J-220R, J-464R thru J-470R, J-521R, J-522R, J-524R
Volume III: J-783R, J-894R, J-895R, J-896R, J-899R, J-921R
Volume IV: J-1895R thru J-1898R, J-1900R thru J-1907R,
3. The following new Special Provision pages are included with this Addendum:

Volume II: J-470A thru J-470E,

Volume IV: J-1922A thru J-R1922AM
4. The following revised Contract Drawings are included with this Addendum:
Drawings 60, 66, 85, 86, 87, 95, 101, 215, 219, 239, 285
5. The following revised Contract Drawings will be issued to the successful bidder:
Drawings 81, 88, 105, 123, 227, 272, 274
6. Responses to questions from Plan Holders are included in this addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change No. 1

Contract Requirements, Volume I, Advertisement for Bids.
Replace page A-1 with page A-1R (attached).

This replacement contains the following revisions:

- 1.1 Bid opening date has been changed from July 26, 2016 to August 4, 2016.

Change No. 2

Contract Requirements, Volume I, Proposal.
Replace page P-1 with page P-1R (attached).

This replacement contains the following revisions:

- 2.1 Bid opening date has been changed from July 26, 2016 to August 4, 2016.

Change No. 3

Contract Requirements, Table of Contents, Volume II thru Volume IV
Replace pages iii, vii and viii with page iiiR, viiR and viiiR (attached).

This replacement contains the following revisions:

- 3.1 Edits to the Table of Contents to reflect the revised and new special provisions.

Change No. 4

Contract Requirements, Volume II, Section 019100 – General Commissioning Requirements.
Replace page J-220 with page J-220R (attached).

This replacement contains the following revisions:

- 4.1 The following systems were added to table 3.03 SYSTEMS TO BE TESTED: HVAC Direct Digital Control System; DC Power System and Batteries; Fire Suppression Systems; LAN, WLAN, & Telephony; Structured Cabling; Public Address & Mass Notification; ONS Multiservice Transport; Security Systems; Digital, Addressable Fire Alarm; Photovoltaic Energy Equipment

Change No. 5

Contract Requirements, Volume II, Division 07, Section 071326 – Self-Adhering Sheet Waterproofing, Replace pages J-464 thru J-470 with J-464R thru J-470R (attached).

This replacement contains the following revision:

- 5.1 Section 071326 removed.

Change No. 6

Contract Requirements, Volume II, add the following special provision for waterproofing membrane at Truck Wash mezzanine (J-470A thru J-470E (attached)).
Section 071416 – Cold Fluid-Applied Waterproofing

Change No. 7

Contract Requirements, Volume II, Section 075423 – Thermoplastic Polyolefin (TPO) Roofing, Replace Pages J-521, J-522, and J-524 with J-521R, J-522R, and J-524R (attached).

This replacement contains the following revisions:

- 7.1 Clarifications of roof membrane to match drawings in 2.03A3.
- 7.2 Edits to 2.06E to include EFVM Loop.
- 7.3 Edits to 2.07A1 for slip-resistant TPO walkway.

Change No. 8

Contract Requirements, Volume III, Section 096623 – Resinous Matrix Terrazzo Flooring, Replace Page J-783 with J-783R (attached).

This replacement contains the following revisions:

- 8.1 Clarification of strip material size to match drawings in 2.4A3a.

Change No. 9

Contract Requirements, Volume III, Section 111126 – Vehicle Washing System, Replace Pages J-894, J-895, J-896, and J-899 with J-894R, J-895R, J-896R, and J-899R (attached).

This replacement contains the following revisions:

- 9.1 Warranty information added to 2.01A4.
- 9.2 Edits to text in 2.01B5 to include multiple wash selections.
- 9.3 Clarifications to Chassis Wash System in 2.01E3 to match drawings.
- 9.4 Clarifications to Tire Guides in 2.01E11 to match drawings.

Change No. 10

Contract Requirements, Volume III, Section 111151 – Vehicle Exhaust Gas Extraction System, Replace Page J-921 with J-921R (attached).

This replacement contains the following revision:

- 10.1 Automatic Shutoff Damper in 2.1A4 is not used.

Change No. 11

Contract Requirements, Volume IV, Division 32, Replace Pages J-1895 thru J-1897 with J-1895R thru J-1897R (attached).

This replacement contains the following revision:

- 11.1 Section 320516.01 Fine Aggregate for Portland Cement Concrete Pavement Removed

Change No. 12

Contract Requirements, Volume IV, Division 32, Replace Page J-1898 with J-1898R (attached).

This replacement contains the following revision:

- 12.1 Section 320516.02 Coarse Aggregate for Portland Cement Concrete Pavement Removed

Change No. 13

Contract Requirements, Volume IV, Division 32, Replace Page J-1900 with J-1900R (attached).

This replacement contains the following revision:

- 13.1 Section 321300.01 Portland Cement Concrete Pavement specification revised to use an IDOT Class PV concrete mix.

Change No. 14

Contract Requirements, Volume IV, Division 32, Replace Pages J-1901 thru J-1907 with J-1901R thru J-1907R (attached).

This replacement contains the following revision:

- 14.1 Section 321313.02 Binary Concrete Mix Designs for Portland Cement Concrete Pavements Removed.

Change No. 15

Contract Requirements, Volume IV, Division 32, add the following special provision (J-1922A to thru J-1922B (attached)).

Section 329001 Asphalt - Tack Coat (Illinois Tollway)

Change No. 16

Contract Requirements, Volume IV, Division 32, add the following special provision (J-1922C thru J-1922M (attached)).

Section 329002 Asphalt Binder and Surface Course Mixtures (Illinois Tollway)

Change No. 17

Contract Requirements, Volume IV, Division 32, add the following special provision (J-1922N thru J-1922V (attached)).

Section 329003 Reclaimed Asphalt Shingles (RAS) (Illinois Tollway)

Change No. 18

Contract Requirements, Volume IV, Division 32, add the following special provision (J-1922W thru J-1922AH (attached)).

Section 329004 Reclaimed Asphalt Pavement (RAP) (Illinois Tollway)

Change No. 19

Contract Requirements, Volume IV, Division 32, add the following special provision J-1922AI (attached).

Section 329005 Coarse Aggregate for Asphalt Mixtures (Tollway)

Change No. 20

Contract Requirements, Volume IV, Division 32, add the following special provision 1922AJ (attached).

Section 329006 Fine Aggregate for Asphalt Mixtures (Illinois Tollway)

Change No. 21

Contract Requirements, Volume IV, Division 32, add the following special provision (J-1922AK thru J-1922AL (attached)).

Section 329007 Asphalt Mixture Longitudinal Joint Density Modified (Illinois Tollway)

Change No. 22

Contract Requirements, Volume IV, Division 32, add the following special provision J-1922AM (attached).

Section 329008 Hot-Mix Asphalt Mix Chart

CHANGES TO THE CONTRACT PLANS

Change No. 23

Contract Plans, Drawing 60 (attached)
Truck Wash Details

This drawing contains the following revision:

- 23.1 Keynote WP-90 added to reference Spec Section 07146 Cold Fluid-Applied Waterproofing

Change No. 24

Contract Plans, Drawing 66 (attached)
Equipment Shelter

This drawing contains the following revisions:

- 24.1 Equipment Shelter furring wall tagged E0/3. See partition schedule on A800.
24.2 Equipment Shelter wall partition tagged E0/3D. See partition schedule on A800.

Change No. 25

Contract Plans, Drawing 81
Enlarged Elevations

This drawing contains the following revisions:

- 25.1 Typical section references added to 7/A501 for typical jamb detail 13/A510 Storefront Jamb Detail.
25.2 Dock Lift overhead door (OHD-10) removed from 2/A501.
Revised drawing will be issued to the successful bidder.

Change No. 26

Contract Plans, Drawing 85 (attached)
Enlarged Plan

This drawing contains the following revision:

- 26.1 Keynote tag WMP-10 added to 1/A600 for wire mesh partition in Truck Parking.

Change No. 27

Contract Plans, Drawing 86 (attached)
Enlarged Plan

This drawing contains the following revisions:

- 27.1 Keynote tag WMP-10 added to 1/A601 for wire mesh partition in Truck Parking.
27.2 Dock Lift equipment (DL-1), bollards and overhead door (OHD-10) removed from 1/A601.

Change No. 28

Contract Plans, Drawing 87 (attached)
Enlarged Plans

This drawing contains the following revision:

- 28.1 Keynote tags WMP-10 added to 2/A602 for wire mesh partitions in Mezzanine.

Change No. 29

Contract Plans, Drawing 88
Enlarged Plans

This drawing contains the following revision:

- 29.1 Callouts added to 1/A603 for typical jamb detail 13/A510 Storefront Jamb Detail. Revised drawing will be issued to the successful bidder.

Change No. 30

Contract Plans, Drawing 95 (attached)
Furniture, Fixtures & Equipment Plans

This drawing contains the following revisions:

- 30.1 Dock Lift equipment (DL-1), bollards and overhead door (OHD-10) removed.
- 30.2 Waste-oil tank (OT-1) and waste antifreeze tank (OT-2) tagged in 1/A632.
- 30.3 Fume Extractor (EF-1) tagged in 3/A632.

Change No. 31

Contract Plans, Drawing 101 (attached)
Partition Types

This drawing contains the following revision:

- 31.1 Partition E0/3D added to Partition E Wall Furring schedule.

Change No. 32

Contract Plans, Drawing 105
Interior Details

This drawing contains the following revision:

- 32.1 Precast PCS-40C keynote and horizontal reveals removed from interior space on detail 12/A822. Wall finish is PSC-40B Light Sandblast. Revised drawing will be issued to the successful bidder.

Change No. 33

Contract Plans, Drawing 123
Enlarged Foundation Plan -- Truck Parking

This drawing contains the following revision:

- 33.1 Dock Lift recessed slab removed. Revised drawing will be issued to the successful bidder.

Change No. 34

Contract Plans, Drawing 215 (attached)
Electrical Notes and Tables

This drawing contains the following revision:

- 34.1 Electrical Interior Conduit Schedule added to sheet E-002.

Change No. 35

Contract Plans, Drawing 219 (attached)
Electrical Single Line Diagram

This drawing contains the following revisions:

- 35.1 Modified xfmr T-RPFI feeder on E-011.
- 35.2 Corrected voltage from 208 to 240V on sheet E-011.

Change No. 36

Contract Plans, Drawing 227
Partial Power Plan – Truck Parking South

This drawing contains the following revision:

- 36.1 Removed OHD-10 and Dock Lift DL-1 on sheet E-104.
Revised drawing will be issued to the successful bidder.

Change No. 37

Contract Plans, Drawing 239 (attached)
Enlarged Power Plans

This drawing contains the following revisions:

- 37.1 Removed nitrogen tank on 2/E-160.
- 37.2 LaMarche DC Rectifier revised to "relocate existing" rather than "new" on 2/E-160.
- 37.3 Updated 3/E-160 DC detail to include attic stock.

Change No. 38

Contract Plans, Drawing 272
Electrical Panel Schedules

This drawing contains the following revision:

- 38.1 Revised breaker poles to (2) for breaker feeding T-RPFI from panel DP-3 on sheet E-400.
Revised drawing will be issued to the successful bidder.

Change No. 39

Contract Plans, Drawing 274
Electrical Panel Schedules

This drawing contains the following revision:

- 39.1 Removed circuits for OHD-10, DL-1 from schedule for panel PP-2 on sheet E-402.
Revised drawing will be issued to the successful bidder.

Change No. 40

Contract Plans, Drawing 285 (attached)
Existing M7 Radio Room Equipment Demo Plan

This drawing contains the following revisions:

- 40.1 Revised nitrogen tank to be demolished on sheet ED-100.
- 40.2 Revised DC rack equipment to be relocated to equipment shelter on sheet ED-100.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

CONTRACT NO: RR-16-4258

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 a.m., local time, August 4, 2016, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for June 16, 2016 at the M-7 Maintenance Garage on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 in Rockford, at 7910 East State. The meeting will be held at the M-7 Maintenance Site at 10:00 AM.

The work to be done under this Contract shall be started on or about October 10, 2016. All work under this Contract shall be completed by August 31, 2018.

The work under this Contract shall consist of: Removal and installation of new underground fuel storage tanks including soils remediation; site grading for detention, building foundations, and paving; replacement of sanitary sewer and lift station and storm sewer on site; installation of site lighting; construction of a maintenance facility and truck wash facility; installation of a communications shelter; upgrading servers and network switches; achieve LEED Silver Certification as mandated by the State of Illinois Green Buildings Act.

The work under this Contract is to be performed at the M-7 Maintenance Yard of the Illinois State Toll Highway Authority on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 at 7910 East State, Rockford in Winnebago County, Illinois.

Bidders must demonstrate experience and competence with project of similar or greater complexity, size, and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT).

Joint Ventures shall be limited to 3 individually pre-qualified members as specified in the above paragraph.

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Joanna Littrell at jlittrell@getipass.com, to be received no later than 2:00 p.m. local time on July 15, 2016.

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

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

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

DATE: June 2, 2016

(Rev. 04/01/2016)
Contract No RR-16-4258
Addendum No 2

A-1R

July 21, 2016

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-16-4258

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30 a.m., local time, August 4, 2016 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Removal and installation of new underground fuel storage tanks including soils remediation; site grading for detention, building foundations, and paving; replacement of sanitary sewer and lift station and storm sewer on site; installation of site lighting; construction of an maintenance facility and truck wash facility; installation of a communications shelter; upgrading servers and network switches; achieve LEED Silver Certification as mandated by the State of Illinois Green Buildings Act.

The services will be performed at the : M-7 Maintenance Yard of the Illinois State Toll Highway Authority on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 at 7910 East State, Rockford in Winnebago County, Illinois.

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

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

Addendum No. _____ Date _____

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

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335200	FUEL DISTRIBUTION UTILITIES.....	J-2015
335613	FACTORY-FABRICATED ABOVEGROUND FUEL STORAGE TANKS.....	J-2022
335616	UNDERGROUND STORAGE TANKS.....	J-2027
337100	ELECTRICAL DISTRIBUTION.....	J-2038
 DIVISION 41 MATERIAL PROCESSING AND HANDLING EQUIPMENT		
412200	HOISTS AND CRANES.....	J-2046
412323	INGROUND VEHICLE LIFTS.....	J-2056
412324	MOBILE COLUMN VEHICLE LIFTS.....	J-2063
412325	TWO POST VEHICLE LIFTS.....	J-2070
416223	FORK TRUCKS.....	J-2074

	Miscellaneous Unit & Infrared Heaters	Yes	Yes	100%	
	Precision Cooling Units	Yes	Yes	100%	
	General/Toilet/Heat Exhaust Fans	Yes	Yes	100%	
	Vehicle Exhaust Fans	Yes	Yes	100%	
	HVAC Direct Digital Control System	Yes	Yes	*	* See 230923
ELECTRICAL	Lighting Controls	Yes	Yes	10%	Random Sampling
	Park Lot Lights & Sensors	Yes	Yes	100%	
	DC Power System and Batteries	Yes	Yes	100%	
PLUMBING	Domestic Water Heaters	Yes	Yes	100%	
FIRE PROTECTION	Fire Suppression Systems	Yes	Yes	**	** See Division 21
COMMUNICATIONS	LAN, WLAN, & VOIP Telephony	Yes	Yes	***	*** See 279000
	Structured Cabling	Yes	Yes		
	Public Address & Mass Notification	Yes	Yes	100%	
	ONS Multiservice Transport	Yes	Yes		
SAFETY&SECURITY	Security Systems	Yes	Yes	100%	
	Digital, Addressable Fire-Alarm	Yes	Yes		
RENEWABLE ENERGY	Photovoltaic Energy Equipment	Yes	Yes	****	**** See 263100

3.04 SYSTEMS FUNCTIONAL PERFORMANCE TESTING

- A. This paragraph applies to Systems Functional Performance Testing of systems for all referenced specification Divisions.
- B. Objectives and Scope: The objective of Systems Functional Performance Testing is to demonstrate that each system is operating according to the Contract Documents. Systems Functional Performance Testing facilitates bringing the systems from a state of substantial completion to full dynamic operation. Additionally, during the testing process, areas of noncompliant performance are identified and corrected, thereby improving the operation and functioning of the systems. In general, each system shall be operated through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part- and full-load, fire alarm and emergency power) where there is a specified system response. The Contractor shall verify each sequence in the sequences of operation. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall also be tested.
- C. Development of Systems Functional Performance Test Procedures: Before Systems Functional Performance Test procedures are written, the Contractor shall submit all requested documentation and a current list of change orders affecting equipment or systems, including an updated points list, program code, control sequences and parameters. Using the testing parameters and requirements found in the Contract Documents and approved submittals and shop drawings, the Commissioning Authority will develop specific Systems Functional Test Procedures to verify and document proper operation of each piece of equipment and system to be commissioned. The Contractor shall assist the Commissioning Authority in developing the Systems Functional Performance Test procedures as requested by the Commissioning Authority i.e. by answering questions about equipment, operation, sequences, etc. Prior to execution, the Commissioning Authority will provide a copy of the Systems Functional Performance Test procedures to the owner, the Architect/Engineer, and the Contractor, who shall review the tests for feasibility, safety, equipment and warranty protection.

SECTION 071326 - SELF-ADHERING SHEET WATERPROOFING

PART 1 - GENERAL

(NOT USED)

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION 071326

SECTION 071416 - COLD FLUID-APPLIED WATERPROOFING**PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Polyurethane waterproofing system.

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review waterproofing requirements including, but not limited to, the following:
 - a. Surface preparation specified in other Sections.
 - b. Minimum curing period.
 - c. Special details and sheet flashings.
 - d. Repairs.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
 - 2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.
- B. LEED Submittals:
 - 1. Product Certificates for Credit MR 5: For products required to comply with requirements for regional materials, certificates indicating location of manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating distance to Project, cost for each regional material, and fraction by weight that is considered regional.
- C. Shop Drawings:
 - 1. Show locations and extent of waterproofing.
 - 2. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.
 - 3. Include setting drawings showing layout, sizes, sections, profiles, and joint details of pedestal-supported concrete pavers.

- D. Samples: For each exposed product and for each color and texture specified, including the following products:
1. Flashing sheet, 8 by 8 inches (200 by 200 mm).
 2. Membrane-reinforcing fabric, 8 by 8 inches (200 by 200 mm).
- 1.05 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For Installer.
- B. Field quality-control reports.
- C. Sample Warranties: For special warranties.
- 1.06 QUALITY ASSURANCE
- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.
- B. Mockups: Build mockups to verify selections made under Sample submittals and to set quality standards for installation.
1. Build mockup for each typical waterproofing installation to demonstrate surface preparation, crack and joint treatments, inside and outside corner treatments, and protection.
 - a. Size: 100 sq. ft. (9.3 sq. m) in area.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- 1.07 FIELD CONDITIONS
- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended in writing by waterproofing manufacturer.
1. Do not apply waterproofing to a damp or wet substrate, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F (3 deg C) above dew point.
 2. Do not apply waterproofing in snow, rain, fog or mist, or when such weather conditions are imminent during application and curing period.
- B. Maintain adequate ventilation during application and curing of waterproofing materials.
- 1.08 WARRANTY
- A. Manufacturer's Standard Warranty: Upon completion and acceptance of the work required by this section, the manufacturer will issue a warranty agreeing to promptly replace defective materials.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Source Limitations for Waterproofing System: Obtain waterproofing materials from single source from single manufacturer.

2.02 SINGLE-COMPONENT POLYURETHANE WATERPROOFING

- A. Single-Component, Reinforced, Modified Polyurethane Waterproofing: ASTM C836 and coal-tar free.
 - 1. Basis-of-Design Products: Subject to compliance with requirements, provide Carlisle Coatings & Waterproofing Inc., MiraSEAL 120 mil reinforced system, or comparable approved product.

2.03 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials recommended in writing by waterproofing manufacturer for intended use and compatible with one another and with waterproofing.
 - 1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.
- B. Primer: Manufacturer's standard primer, sealer, or surface conditioner; factory-formulated acrylic latex, polyurethane, or epoxy.
- C. Sheet Flashing: 50-mil- (1.3-mm-) minimum, nonstaining, uncured sheet neoprene.
 - 1. Adhesive: Manufacturer's recommended contact adhesive.
- D. Membrane-Reinforcing Fabric: Manufacturer's recommended fiberglass mesh or polyester fabric.
- D. Joint Reinforcing Strip: Manufacturer's recommended fiberglass mesh or polyester fabric.
- E. Joint Sealant: Multicomponent polyurethane sealant, compatible with waterproofing and as recommended by manufacturer for substrate and joint conditions.
 - 1. Backer Rod: Closed-cell polyethylene foam.

2.04 PROTECTION COURSE

- A. Protection Course: Non-reinforced, heat-welded, UV-stable polypropylene sheet membrane:
 - 1. Products: Basis-of-Design Product: Subject to compliance with requirements, provide Carlisle Coatings & Waterproofing Inc., Root Barrier or comparable approved product:
 - 2. Thickness: 40 mils

PART 3 - EXECUTION

3.01 INSPECTION

- A. Before any waterproofing work is started the waterproofing applicator shall thoroughly examine all surfaces for any deficiencies. Should any deficiencies exist, the architect, owner, or general contractor shall be notified in writing and corrections made.

B. Condition of Concrete Surfaces:

1. The concrete surfaces shall be of sound structural grade, minimum of 2500 PSI compressive strength, and shall have a wood float or fine broom finish, free of fins, ridges, voids or entrained air holes.
2. Concrete shall be cured by water curing method. Curing compounds must be of the pure sodium silicate type and be approved by the Carlisle representative.
3. Concrete shall be cured at least three (3) days and shall be sloped for proper drainage.
4. Control joints and/or expansion joints shall have been properly installed at strategic points throughout the field of the deck to control cracking caused by deflection and shrinkage.
5. Any required crickets or drains should be installed at the time the main deck is poured. Deck should be monolithic.
6. Voids, rock pockets and excessively rough surfaces shall be repaired with approved non-shrink grout or ground to match the unrepaired areas.
7. Two-stage drains shall have a minimum 3" flange and be installed with the flange flush and level with the concrete surface.
8. Surfaces at cold joints shall be on the same plane.

3.02 SURFACE PREPARATION

- A. The concrete surface must be thoroughly clean, dry and free from any surface contaminants or cleaning residue that may harmfully affect the adhesion of the membrane.
- B. Install a 1" face, 45 degree cant of polyurethane sealant at all angle changes and inside corners including projections through the deck, walls, curbs, bumpers, etc.
- C. All cracks over 1/16" in width and all moving cracks under 1/16" in width shall be saw cut to 1/4" minimum in width and depth. Saw cut a 1/4" by 1/4" kerf around drain flanges. Clean, prime and fill saw cuts flush with polyurethane sealant.
- D. All moving cracks over 1/16" wide and all expansion joints less than 1" wide shall be cleaned, primed, fitted with a backing rod and caulked with polyurethane sealant.
- E. Allow all sealant to cure thoroughly.
- F. Apply a 6" wide, 45 mils thick stripe-coat of fluid-applied waterproofing product centered over all sealed cracks, hairline cracks, joints, and outside corners.
- G. Apply a 45 mil thick stripe-coat of fluid-applied waterproofing product over sealant cants and extending 4" onto the horizontal deck and up the vertical wall to the height called out on the drawings (minimum 8" recommended).
- H. Allow all detail work to cure overnight.
- I. All required metal shall be installed at this time. Apply a stripe coat of fluid-applied waterproofing product, 45 mils thick, 6" wide, centered over all transitions from concrete to metal flashings and reinforce with reinforcing fabric. Allow the stripe coat to cure a minimum of three (3) hours to a firm consistency.

3.03 APPLICATION

- A. Priming: Primer is not required for adhesion to dry surfaces, non-porous concrete or wood. Consult CCW for other substrates.
- B. Apply the fluid-applied waterproofing product in one uniform coat at the rate of one gallon minimum per 25 square feet or as needed in order to obtain a minimum thickness of 60 wet mils, including coverage of detail work. Use a ¼-inch notch squeegee to achieve a uniform thickness, then back roll to smooth coating.
- C. Immediately install reinforcing fabric working the fabric into the wet waterproofing product until fabric is saturated, avoiding trapped air, wrinkles and fishmouths. Cut and lay flat wrinkles and fishmouths.
- D. In the event the entire surface is not completed in one day and becomes contaminated, prior to beginning application clean an area 6" wide along the edge of the previously applied membrane with a cloth wet with xylene solvent. New work shall overlap the existing work by 6".
- E. Allow the first coat of fluid-applied waterproofing product to cure three (3) hours minimum to a firm consistency.
- F. Apply the second coat of fluid-applied waterproofing product at 25 sf/gallon in a uniform consistency of 80 mils over the first coat. Cover the reinforcing fabric for complete encapsulation.

3.04 PROTECTION COURSE

- A. Install heat welded polypropylene sheet membrane protection course.

END OF SECTION

- E. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A ; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.03 TPO ROOFING

- A. Fabric-Reinforced TPO Sheet RFS-10:
 1. ASTM D 6878, internally fabric- or scrim-reinforced, uniform, flexible TPO sheet.
 2. Thickness: 60 mils, nominal.
 3. Additional 80 mil membrane over standard 60 mil for full extent of PV Array as indicated on drawings.
 4. Exposed Face Color: White.

2.04 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content:
 - a. Plastic Foam Adhesives: 50 g/L.
 - b. Gypsum Board and Panel Adhesives: 50 g/L.
 - c. Multipurpose Construction Adhesives: 70 g/L.
 - d. Fiberglass Adhesives: 80 g/L.
 - e. Single-Ply Roof Membrane Adhesives: 250 g/L.
 - f. Single-Ply Roof Membrane Sealants: 450 g/L.
 - g. Nonmembrane Roof Sealants: 300 g/L.
 - h. Sealant Primers for Nonporous Substrates: 250 g/L.
 - i. Sealant Primers for Porous Substrates: 775 g/L.
 - j. Other Adhesives and Sealants: 250 g/L.
- B. Sheet Flashing: Manufacturer's standard unreinforced TPO sheet flashing, 60 mils thick, minimum, of same color as TPO sheet.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roofing to substrate, and acceptable to roofing system manufacturer.
- F. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.05 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by TPO roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.

- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following :
 - a. Atlas Roofing Corporation.
 - b. Carlisle SynTec Incorporated.
 - c. Dyplast Products.
 - d. Firestone Building Products.
 - e. GAF Materials Corporation.
 - f. Hunter Panels.
 - g. Insulfoam LLC; a Carlisle company.
 - h. Johns Manville.
 - i. Rmax, Inc.
- C. Tapered insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches unless otherwise indicated.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
- 2.06 INSULATION ACCESSORIES
- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
 - B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
 - C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
 1. Full-spread spray-applied, low-rise, two-component urethane adhesive.
 - D. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 5/8 inch thick, factory primed.
 1. Products: Subject to compliance with requirements, provide one of the following, or an approved comparable product:
 - a. CertainTeed Corporation; GlasRoc Sheathing.
 - b. Georgia-Pacific Corporation; Dens Deck DuraGuard .
 - c. National Gypsum Company; Gold Bond eXP Extended Exposure Sheathing.
 - d. Temple-Inland, Inc; GreenGlass Exterior Sheathing.
 - e. USG Corporation; Securock Glass Mat Roof Board.
 - E. Electric Field Vector Mapping (EFVM) Loop – Leak Detection System:
 1. Stationary EFVM impulse conductor wire consisting of braided polyethylene (1.5 mm diameter) interwoven with a minimum of 9 strands of stainless steel wire.
 - a. Manufactured by International Leak Detection, Ltd.
 2. Provide roofing membrane manufacturers grounding screen that serves as a grounding layer used in conjunction with electronic leak detection.
- 2.07 WALKWAYS
- A. TPO Walkways:
 1. Fabric-Reinforced TPO walkway roll with slip-resistant aggressive tread pattern.
 - a. Thickness: 115 mils.
 - b. Exposed Face Color: Gray.

- G. Mechanically Fastened and Adhered Insulation:
1. Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 2. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
 3. Set each subsequent layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fully adhere to insulation with bonding adhesive.

3.05 ADHERED ROOFING INSTALLATION

- A. Adhere roofing over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing and allow to relax before retaining.
- B. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.
- D. Apply roofing with side laps shingled with slope of roof deck where possible.
- E. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roofing and sheet flashings according to manufacturer's written instructions, to ensure a watertight seam installation.
 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet.
 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
 3. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- F. Spread sealant bed over deck-drain flange at roof drains, and securely seal roofing in place with clamping ring.

3.06 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

- d. Master Terrazzo Technologies, LLC; Morricite.
 - e. Quadrant Chemical Corporation; Quadset Epoxy Terrazzo.
 - f. TEC Specialty: H.B. Fuller Construction Products Inc; Tuff-Lite Epoxy Terrazzo.
2. Thickness: 3/8 inch (9.5 mm) nominal.
 3. Formulated Mix Color and Pattern:
 - a. Igloo #2313.
 - b. 50% Beige Blend #0.1.
 - c. 30% Crystal #1.
 - d. 20% Black Diamond #1.
 - e. Terroxy WB Urethane Sealer.

2.3 PRECAST EPOXY-RESIN TERRAZZO

- A. Precast Epoxy-Resin Terrazzo Base (TE-20): Minimum 3/4-inch- (19-mm-) thick, reinforced Portland cement terrazzo units cast in maximum lengths possible, but not less than 36 inches (900 mm). Comply with NTMA's written recommendations for fabricating precast terrazzo base units in sizes and profiles indicated.
 1. Type: As indicated on drawings.
 2. Top Edge: Radius edge with polished top surface.
 3. Metal Toe Strip: Zinc.
 4. Outside Corner: With finished returned edges at outside corner.
 5. Color, Pattern, Finish: Match adjacent poured-in-place terrazzo flooring.
- B. Precast Terrazzo Units: Comply with NTMA's written recommendations for fabricating precast terrazzo units in sizes and profiles indicated. Reinforce units as required by unit sizes, profiles, and thicknesses and as recommended by manufacturer. Finish exposed-to-view edges and reveals to match face finish. Ease exposed edges to 1/8-inch radius.
 1. Shower bases.

2.4 STRIP MATERIALS

- A. Heavy-Top Divider Strips: L-type angle in depth required for topping thickness indicated.
 1. Bottom-Section Material: Galvanized steel.
 2. Top-Section Material: White-zinc alloy.
 3. Top-Section Width: As indicated on Drawings, and as follows:
 - a. 1/4 inch.
- B. Control-Joint Strips: Separate, double L-type angles, positioned back to back, that match material, thickness, and color of divider strips and in depth required for topping thickness indicated.
- C. Accessory Strips: Match divider strip width, material, and color unless otherwise indicated. Use the following types of accessory strips as required to provide a complete installation:
 1. Base-bead strips for exposed top edge of terrazzo base.
 2. Edge-bead strips for exposed edges of terrazzo.

2. Furnish a completely automatic, touchless, heavy-duty vehicle wash system with the ability to wash all types of street legal vehicles used by fleet owners for front, roof, rear, both sides and chassis in drive-thru mode. Accessory high pressure wands and high volume fire hoses are also to be supplied.
 3. Basis-of-Design Product: Subject to compliance with requirements, provide InterClean Equipment Automatic Touchless Fresh Water Vehicle Wash System by Tammermatic Group or approved comparable system.
 4. Warranty
 - a. General: Warranty work meeting provisions of Conditions of the Contract, except warranty shall include additional requirements specified in this Article.
 - 1) Defective materials and workmanship shall include, but not be limited to, noisy, rough or substandard operation; loose, damaged and missing parts; and abnormal deterioration.
 - 2) Warranty work specified herein is for one (1) year from the date of substantial completion against defects in materials. All rotating spinners have a three (3) year full parts warranty.
- B. Wash System Performance:
1. Activation: The activation of the vehicle wash system shall be programmed at the owner's direction to either be dependent upon a proximity reader, utilizing the Owner's current system, or a keyed entry at the Automatic Wash Keypad.
 2. Operation: Once activated, the vehicle washer shall be actuated in cycle sequence by vehicles driven in a fixed path between tire guides at a slow speed (50-60 feet/minute) through the washing system. All washing operations shall be automatically activated by the vehicle (driving through).
 3. The supplier is responsible to design the equipment to satisfactorily wash up to 40 vehicles per hour. The vehicle wash shall be able to remove most of the visible heavy dirt accumulation and the road film from the owner's vehicles when they are driven thru the washer at 50 ft/min. The cleaning performance shall match and/or exceed those standards that are prevailing in the touchless retail car wash industry. The amount of detergent used per vehicle to remove road film shall not exceed 0.4 gallons. No acids containing fluorides (HF or ABF) shall be allowed. The evaluation of the system capability to remove road film shall be determined only after the vehicles have dried after the washing has been completed.
 4. The supplier is solely responsible for the equipment performance. Should the equipment not perform, as per these specification requirements, the supplier shall modify, add and/or alter the equipment supplied at his own expense until the performance is satisfactory. The Owner shall approve all such changes. Should the performance criteria not be met after the changes, the supplier shall remove the system at no cost to the owner.
 5. The vehicle wash system with multiple wash selections capable of washing each of the following vehicles:
 - a. Cars, Pick-ups, Vans.
 - b. Dump trucks, solid waste trucks, all street legal public works fleet vehicles.
 - c. Plow trucks with front, side, rear, and underneath plow attachments.
 - d. Utility trucks with or without attached ladders and other equipment.
 - e. Tractors and other industrial equipment/trailers.

C. Mechanical Interconnection Piping:

1. All field plumbing and mechanical work will be done by Mechanical Contractor, including:
 - a. Water and gas utilities up to and connecting to the equipment room.
 - b. Interconnecting piping between various components located in the wash bay and the equipment room.
 - c. Furnish and Installation of:
 - 1) Duct for water heater.
 - 2) Backflow preventer.

D. Electrical Interconnection Wiring:

1. All field electrical work will be done by Electrical Contractor, including:
 - a. Electrical service up to and connecting to the equipment panel.
 - b. Interconnecting wiring between various equipment components located in the equipment room.
 - c. Interconnecting wiring between the equipment in the equipment room and the equipment located in the wash bay.

E. Wash System Technical Specifications:

1. Chemical Arch Components:
 - a. Timing of operation and position of the arch shall be determined by manufacturer to provide optimum detergent penetration before high-pressure wash cycle.
 - b. Detergent injectors shall be Inject-o-meter Model HVI82, InterClean DM or engineer approved equal with variable volume output ratio from 1:10 to 1:100. The amount of detergent delivery (by the injector) has to be readable on the injector calibrated settings. The detergent injector must be positive displacement type.
 - c. The system shall have 3 HP water booster pump to ensure even water pressure under all circumstances.
 - d. Chemical Arch(s) shall be made of 1.25-inch stainless steel pipe compatible with used detergents and equipped with 25 pcs. of adjustable Spraying System Swivel Nozzle Bodies 4202-T with Spraying Systems Diaphragm Check Valve Model 8360 to evenly apply detergent, hot water solution in front, rear, sides and roof vehicle proceeding through the arch. The design of the detergent arch shall allow immediate activation of the nozzle upon arch activation by the vehicle.
 - e. Intensified Rear Detergent Feature: The rear of the vehicle shall be applied detergent via a separate, stainless steel rear wash arch which is activated immediately after the vehicle has passed through the detergent arch. The detergent concentration for the rear wash arch shall be individually adjustable. The intensified rear detergent arch shall be controlled and operated via its own vehicle sensing device, solenoid valves and chemical pumps as required for proper performance.
 - f. Activation: The detergent arch is activated by limit switch assemblies system mounted on the adjustable height steel frame located at the front of the detergent arch. The limit switch assemblies shall be able to be activated by all sizes of the vehicles.
 - g. The chemical spray components located in the equipment room must be assembled in the modular, wall mounted assembly.
 - h. Water softener for detergent arch – if the domestic water exceeds 3 grains of hardness, the equipment supplier shall include water softener as part of the package. Should the water softener not be needed, the supplier shall provide the owner testing results of the water hardness being acceptable (3 grains or lower).
 - i. Water Heater for detergent arch – Chemical arch shall be supplied soft water, heated by a 199,000 BTU natural gas heater supplied as part of the equipment package.
2. High Pressure Spinner Assembly:
 - a. High pressure cleaning is achieved using eight (8) rotating spinners mounted on one common self-supporting arch assembly. Four spinners are mounted on each side of

- the arch for complete coverage of all shaped and sizes of vehicles including wheels and insides of wheel.
- b. The high-pressure arch is made of 2 inch Schedule 40 galvanized pipe. The spinner(s) position in relation to the vehicle shall be adjustable vertically and horizontally.
 - c. Three bottom spinners on both sides must be protected by 2 inch schedule 40 spinner protection guards. Should the vehicle jump the tire guide, spinners shall be protected (by the guards) by being able to swing aside by the vehicle impact. The supplier shall demonstrate to the Owner the function of the spinner guard system.
3. Chassis Wash System:
 - a. The chassis wash shall include two separate spray bars as indicated on drawings.
 - b. Under Chassis Spray (UCS-1) shall be operated by one of the 75HP pumps, made of 3 inch schedule 40 galvanized piping welded in a rectangular form, designed to cover 100% of the under chassis of all trucks used by the owner, and activated by use of a wash system selector switch for large vehicles.
 - c. Under Chassis Spray Bar (UCS-2) shall be 1-1/2" stainless steel pipe and activated by use of a wash system selector switch for small vehicles.
 4. Spinners:
 - a. Spinners to be CENTRI*SPINNER, Spraying Systems Spinner by InterClean, or engineer approved equal. All spinners submitted for the approved equal must have been tested and passed a 5,000 hour continuous test run.
 - b. Each spinner to have 4 fully adjustable spray nozzles. The nozzles to be of zero degree type and be supported at the end of adjustable position elbow.
 - c. The rotational speed of the spinner to be fully individually adjustable between 90-400 RPM. The rotational speed adjustment of the spinners to be arranged thru an internal oil pump. No free-floating oil pump gears without center shaft supports are acceptable.
 - d. The high pressure water seal in the spinner to be of mechanical seal.
 - e. The zero degree nozzles shall be standard Spraying Systems nozzle and shall be equipped with air jet nozzles. Zero degree water to pass thru the secondary orifice, which is a minimum of 3" long and has eight (8) openings for air intake at the joint of the spray nozzle and air jet nozzle. Air jets and nozzles must be made of stainless steel. The spinners not equipped with air jet nozzles are not acceptable.
 - f. The spinner inlet hookup must be minimum of 1" (stainless steel). Spinners equipped with smaller inlet hook-ups are not acceptable. The spinner shall be protected by spinner guards as specified herein.
 - g. Spinner assembly shall have no periodic maintenance or lubrication requirements.
 5. Spinner Adjuster Tool:
 - a. The adjuster tool to set all four spinner elbows in an exact, pre-determined angle (position) shall be supplied with the system.
 - b. Tool shall allow adjusting the spinner elbow angles in precisely same (angle to be determined) position without removing the spinners from the arch.
 6. Intensified Rear Wash System:
 - a. The Intensified Rear Wash System shall be activated after the vehicle passes the high pressure spinner arch. The separate rear wash arch shall be made of minimum of 2" sch. 40 galvanized piping with an output of minimum of 250 GPM at 320 PSI.
 - b. The supplier shall guarantee that the rear of the vehicle passing thru the system at the speed of 50 ft/min shall be cleaned equally effectively as the rest of the vehicle.
 - c. The rear wash arch shall be activated only for the rear of the vehicle and shall immediately (automatically) shut off after the vehicle has passed.
 - d. The rear wash shall utilize a co-axial 3-way valve with the following features:
 - 1) The valve shall utilize a control tube that moves linearly along the same axis as the fluid flow.

- 10) Alarms should have user configurable delays to prevent nuisance tripping.
- 11) Latency: scanning interval for all closed loop processes should be executed <500 ms.
- 12) Provide terminal windows for spying on any devices communicating to PC via ethernet, RS232, etc. These will be used for troubleshooting communications problems.
- 13) Failure of any single component shall result in disabling the entire wash. For example, the system will not be allowed to wash vehicles in a crippled state is a chemical pump motor overload trips.

- e. The Industrial Control Panel shall be manufactured and evaluated in accordance with the Underwriters Laboratories, Inc. (UL) standard 508A (Industrial Control Panels). In addition, the panel shall be evaluated for high-capacity short circuit withstand and shall bear the appropriate UL marks including the short circuit withstand value mark as part of the official UL label.
- f. The Industrial Control Panel shall be designed for operation on a 460 Volt, 3 phase, 60 Hertz system, with a short circuit capacity of 25,000 amperes RMS Symm available at the incoming line terminals of the control panel.
- g. The Industrial Control Panel shall be designed to meet the requirements of the National Electric Code (NEC) Articles 430 and 670, also the National Fire Protections Association (NFPA) Standard 79 (Industrial Machinery).
- h. All push buttons, selector switches, pilot devices, system control and access functions must be by Touch Screen Operator Interface Terminal.
- i. Electric Panels that are not UL approved are not acceptable.
- j. The activation switches shall be designed to be activated by all fleet vehicles used by the owner. Each activator shall be pre-mounted and wired to a water tight junction box equipped with built-in drainage holes.

11. Tire Guides (TG-1):

- a. Drive isle to be a depressed slab with stainless steel angle embedded in the concrete along the edge. Angle shall be minimum 4"x4"x1/4" stainless steel with welded anchors as indicated on drawings. Entry into and out of the depressed slab shall be inclined at a slope as indicated on drawings.
- b. Tire guides shall be 4 inch diameter galvanized steel pipe headings, supported at 5 foot intervals to provide guide runs on both sides of the vehicle with capped ends and smooth finish to prevent tire damage.

2.02 VEHICLE PRESSURE WASHER (PW-1)

- A. General: Natural gas heated pressure washer to support two (2) wands.
- B. Basis of Design Product: Subject to compliance with requirements, provide MI-T-M Corporation HEG 3004-0E2G / HX-0115 / HX-0116, natural gas belt drive pressure washer or approved comparable product by one of the following:
 1. Corty Cleaning Systems, www.corty.com.
 2. EPPS Cleaning Systems, www.eppsproducts.com.
 3. InterClean, www.tammeratic.com
 4. Shark Cleaning Equipment, www.SharkPW.com
- C. Pressure Washer Wands:
 1. Two (2) 50 foot x 3/8 inch steel wire braided pressure hose with quick connects, swivel and bend restrictors.
 2. Two (2) professional-grade insulated trigger guns with safety lock-off.

3. Exhaust Gas Nozzle:
 - a. Nozzle shall be able to connect to positioning poles. 10 inch nozzle with 6 inch hose connection.
 - b. There shall a protective grid at the throat of the nozzle to keep foreign bodies from being ingested into the hose.
 - c. There shall be clamping device provided to secure the nozzle to the tailpipe of the vehicle being serviced.
 4. Automatic Shutoff Damper: NOT USED
 5. Proximity Switch:
 - a. Each hose reel shall have a proximity sensor with a form C switch to signal the automatic control system whether or not the damper is open or closed. (per division 25).
 6. Positioning Poles:
 - a. Telescoping pole which connects to nozzles for extended reach.
 - b. Basis of Design: Plymovent Stack 150 with TH-90. One pole per 2 hose reels.
- B. Exhaust Fans:
1. Factory-fabricated, -assembled, -tested, and -finished, direct-driven centrifugal fans consisting of housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, and support structure.
 2. Housing: 18 gauge minimum, high grade steel with joints continuously welded;
 3. Airfoil Impeller of heavy gauge high strength steel;
 4. AMCA Class II welded wheel construction;
 5. Shafts: Statically and dynamically balanced and selected for continuous operation at maximum rated fan speed and motor horsepower, with final alignment and belt adjustment made after installation.
 6. Fan motor: TEFC, 3 phase, continuous duty rated, 600 CFM, externally mounted and outside of the air stream. 3500 rpm.
 7. Fan activation: each fan shall be activated by micro switch mounted on the reel assembly. Fan shall turn on when the hose is extended and turn off when the hose is retracted.
 8. Provide vibration isolating mounts for exhaust fan and motor.
 9. Basis of Design: See Drawings,
- C. Controls:
1. Interface Requirements for HVAC Instrumentation and Control System:
 - a. Provide compatible interface for central HVAC control workstation for the following:
 - 1) Adjusting set points.
 - 2) Monitoring exhaust fan start, stop, and operation.

320516.01

**SECTION 320516.01 – FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE
PAVEMENT MIXTURES**

(NOT USED)

END OF SECTION 320516.01

320516.02

**SECTION 320516.02 - COARSE AGGREGATE FOR PORTLAND CEMENT
CONCRETE PAVEMENT MIXTURES**

(NOT USED)

END OF SECTION 320516.02

SECTION 321300.01 - PORTLAND CEMENT CONCRETE PAVEMENT

DESCRIPTION: This work shall consist of a pavement composed of class PV Portland Cement Concrete constructed on a prepared subbase with a Type B final finish according to Section 420 of the Standard Specifications except as modified herein.

MATERIALS: The materials shall be in accordance with Article 420.02 of the Standard Specifications and as modified in Division 32 of the Special Provisions.

CONSTRUCTION REQUIREMENTS: Construction shall be in accordance with Section 420 of the Standard Specifications.

END OF SECTION 321300.01

**SECTION 321313.02 – BINARY CONCRETE MIX DESIGNS FOR PORTLAND CEMENT
CONCRETE PAVEMENTS (Tollway)**

(NOT USED)

END OF SECTION 321313.02

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ASPHALT – TACK COAT (Illinois Tollway)**Effective: April 1, 2016**

Description. This work shall consist of furnishing and applying bituminous tack coat material to exposed asphalt surfaces when constructing asphalt in multiple lifts or to existing pavement surfaces that are being overlaid. The work will be in accordance with Sections 406, 407, 1033, 1101, and 1102 of the Standard Specifications except as modified herein.

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

"Note 1. The bituminous material used for tack coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP"

Add the following to Article 406.03 of the Standard Specifications.

"(j) Vacuum Sweeper.....1101.19

Revise Article 406.05(b) of the Standard Specifications to read:

"(b) Tack Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F.

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the tack coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The tack coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.055
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.035

The bituminous material for the tack coat shall be placed one lane at a time. If a spray paver is not used, the tacked lane shall remain closed until the tack coat is fully cured and does not pickup under traffic. When placing tack coat through an intersection where it is not possible to keep the lane closed, the tack coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd.

(2) Aggregate Bases. The tack coat shall not be applied to aggregate bases.

The residual asphalt rate will be verified a minimum of once per type of surface to be tacked as specified herein for which at least 2000 tons of HMA will be placed. The test will be according to the IDOT "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Tack coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of tack coat is evident prior to covering with HMA, additional tack coat shall be placed as determined by the Engineer at no additional cost to the Illinois Tollway."

Replace 406.14 of the Standard Specifications with the following:

"Basis of Payment

This work will be included as part of the SITE AND BUILDING CONSTRUCTION L SUM ITEM JT130110.

ASPHALT BINDER AND SURFACE COURSE MIXTURES (Illinois Tollway)**Effective: December 13, 2011****Revised: April 1, 2016**

Description. This work shall consist of constructing either hot-mix asphalt (HMA) or warm mix asphalt (WMA) binder and/or surface course on a prepared base as required by contract design. When WMA pay items are required by design, an HMA mix may be utilized for special or low tonnage applications in lieu of WMA mixtures upon approval by the Engineer at no additional cost to the Illinois Tollway. When HMA pay items are required by design, a WMA mix may be utilized for special or low tonnage application in lieu of HMA mixtures upon approval by the Engineer at no additional cost to the Illinois Tollway. Work shall be according to Sections 406, 407, 1030 and 1032 of the Standard Specifications except as modified herein.

Materials. Article 406.02 of the Standard Specifications shall govern the requirements for materials except as modified herein and in the Illinois Tollway's special provision ASPHALT-TACK COAT.

Revise Article 1030.02(c) of the Standard Specifications to read:

"(c)RAP Material..... Illinois Tollway special provision for Reclaimed Asphalt Pavement"

Replace Article 1030.02(i) of the Standard Specifications with the following:

"(i)Warm Mix Additives / Processes. When a WMA is specified or permitted, the warm mix technology used shall be a recognized additive / process with successful project(s) constructed nationally or internationally that allow for a reduction in the temperature at which the HMA is produced and placed. Warm mix additives/processes that may be considered for Illinois Tollway approval and Contractor use include the following:

- (1) Organic Additives (requiring minor plant modifications)
- (2) Chemical Additives (requiring minor plant modifications)
- (3) Water Injection Foaming Processes (requiring major plant modifications)

The Illinois Tollway maintains an approved list of warm-mix asphalt technologies or processes.

The Contractor shall ensure that a Technical Representative from the approved warm mix asphalt additive or process manufacturer is present during the first day of production and placement of HMA produced with warm mix technology."

Add the following to Article 1030.02 of the Standard Specifications:

"(k)RAS Material..... Illinois Tollway special provision for Reclaimed Asphalt Shingles"

Add the following to Article 1032.05(b) of the Standard Specifications:

"At the contractor's option, the modified asphalt binder shall be either an SBS/SBR polymerized PG 76-22 binder, or a GTR modified PG 64-22 GTR 12 binder that complies with the requirements defined herein. For any mixture only FRAP / RAP with no RAS, the asphalt binder shall be either an SBS/SBR polymerized PG 70-28 binder or a PG 58-28 GTR 12 binder when the mix design's binder replacement is between 20 percent and 25 percent. For any mixture containing RAS, the asphalt binder shall be an SBS/SBR polymerized PG 70-22 binder or a GTR modified PG 58-22 GTR 12 binder that complies with requirements defined herein when the mix design's binder replacement is 20 percent or less; or shall be an SBS/SBR polymerized PG 70-28 binder or a GTR modified PG 58-28 GTR 12 binder that complies with requirements defined herein when the mix design's binder replacement is greater than 20 percent. This table summarizes these options:

Reclaimed Material	Binder Replacement, %	Asphalt Binder Options
None	0	SBS/SBR PG 76-22 PG 64-22 GTR 12
FRAP / RAP only	Less than 20	SBS/SBR PG 76-22 PG 64-22 GTR 12
	20 to 25	SBS/SBR PG 70-28 PG 58-28 GTR 12
RAS (By itself, or with FRAP / RAP)	Less than 20	SBS/SBR PG 70-22 PG 58-22 GTR 12
	20 to 40	SBS/SBR PG 70-28 PG 58-28 GTR 12

- (1) SBS/SBR PG 76-22, PG 70-22, or PG 70-28 Binder. The SBS/SBR PG 76-22, PG 70-22, or PG 70-28 binder shall meet the requirements of Article 1032.05(b) of the Standard Specifications. In addition, the elastic recovery of the Asphalt Binder used shall be a minimum of 80.
- (2) Ground Tire Rubber (GTR) Binder. The base asphalt cement (AC) that is blended with the Ground Tire Rubber (GTR) shall be a PG 64-22 performance-grade (PG) when used in mix designs with a binder replacement of 20 percent or less, or shall be a PG 58-28 performance-grade (PG) when used in a mix design with a binder replacement greater than 20 percent, meeting the requirements of Article 1032.05 of the Standard Specifications. The GTR shall be produced from processing automobile and/or truck tires by the ambient grinding method. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. The GTR shall not exceed 1/16 in. in length and shall contain no free metal particles. Detection of free metal particles shall be determined by thoroughly passing a magnet through a 2 oz. sample. Metal embedded in rubber particles will be permitted.

The GTR shall be stored in a dry location protected from the rain. When the GTR is combined with the asphalt cement, the moisture content of the GTR shall not cause foaming of the blend.

When tested in accordance with ASTM C-136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, (Illinois-modified AASHTO T-27, Sieve Analysis of Fine and Coarse Aggregates) a 2 oz. sample of the GTR shall conform to the following gradation requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
No. 8 (2.36 mm)	100
No. 16 (1.18 mm)	98 ± 2
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	50 ± 10
No. 100 (150 µm)	10 ± 5
No. 200 (75 µm)	2 ± 2

A mineral powder (such as talc) meeting AASHTO M17, Mineral Filler for Bituminous Paving Mixtures, requirements may be added, up to a maximum of 4% by weight of GTR particles, to reduce sticking and caking of the GTR particles.

GTR shall have a specific gravity of 1.15 ± 0.05 when tested in accordance with ASTM D-1817, Standard Test Method for Rubber Chemicals-Density.

Extender Oils or Polymeric Additions With approval of the Engineer, compatible extender oils and/or polymers may be added to the GTR or to the asphalt-rubber blend. The additional costs for the extender oils and/or polymer additions shall be borne by the Contractor. The Contractor shall provide material product information along with usage rates for approval."

Equipment. Add the following to the list of specific references of Article 406.03 of the Standard Specifications.

- "(j) RAP Processing Equipment Illinois Tollway special provision for Reclaimed Asphalt Pavement
 (k) RAS Processing Equipment Illinois Tollway special provision for Reclaimed Asphalt Shingles"

Add the following to Article 406.02 of the Standard Specifications.

"For the production of WMA binder and surface course mixes, use equipment and WMA technologies capable of producing an asphalt mixture that is workable at the minimum placement and compaction temperature desired, regardless of storage or haul distance considerations."

Add the following to Article 1030.03 of the Standard Specifications.

"When a mix is produced using an approved warm mix asphalt technology, the asphalt mixing plant shall be modified as required by the additive or process manufacturer to introduce the technology and produce a WMA mixture meeting the volumetric properties specified herein. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, tuning

the plant burner and adjusting the flights in order to operate at lower production temperatures and/or reduced tonnage.

All metering devices will meet the current IDOT requirement for liquid or mineral additives. Document the integration of plant controls and interlocks when using WMA additive metering devices."

Mixture Design. Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

Sieve Size	IL-19.0 mm ^{3/}		IL-12.5 mm		IL-9.5 mm	
	min	max	min	max	min	max
1 in. (25 mm)		100				
3/4 in. (19 mm)	90	100		100		
1/2 in. (12.5 mm)	69	89	90	100		100
3/8 in. (9.5 mm)				89	90	100
#4 (4.75 mm)	45	60	28	65	32	69
#8 (2.36 mm)	30	45	28	48	32	52 ^{2/}
#16 (1.18 mm)	20	35	10	32	10	32
#50 (300 μm)	8	16	4	15	4	15
#100 (150 μm)	6	9	3	10	3	10
#200 (75 μm)	3	6	4	6	4	6
Ratio Dust/Asphalt Binder		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with N_{design} = 90.

3/ For mixture IL-19-0, the fine fraction shall consist of at least 67% manufactured sand meeting the FA 20 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Revise the table in Article 1030.04(b)(1) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
	IL-19.0	IL-12.5	IL-9.5	
50	13.5	14.0	15.0	65 - 78
70				65 - 75
90				

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mix designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of moisture sensitivity testing (IL Modified AASHTO T 283) on production ingredient materials sampled at the HMA plant. The results will inform the contractor of the need for an anti-strip additive in the mix based on the following minimums:

- 1) for polymer modified asphalt mix have a conditioned tensile strength of 115 psi or better with no TSR requirements, for non-modified asphalt mix have a conditioned tensile strength of 100 psi or better for 6 in. specimens;
- 2) for polymer modified asphalt mix have a conditioned tensile strength of 100 psi or better with a TSR of 0.85 or better for 6 in. specimens, for non-modified asphalt mix have a conditioned tensile strength of 80 psi or better with a TSR of 0.85 or better for 6 in. specimens;
- 3) any asphalt mix with anti-strip (liquid or lime) conditioned tensile strength may not be lower than the original mix conditioned tensile strength without anti-strip and no visual stripping of the coarse or fine aggregate in the broken faces shall be observed.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

Add the following to Article 1030.04 of the Standard Specifications:

"(e) Warm Mix Technology. A Warm Mix Technology shall be used with an approved HMA mix design.

The mixture design for any WMA binder or surface course shall be developed based on a lab produced HMA mix design modified as a WMA mix design through trial batch production of the WMA mixture and test strip placements. The original HMA mix design to be modified shall be designed and submitted to the Engineer without including the WMA additive or technology. When a WMA surface or binder course mix using an additive is to be used, document the additive used and recommend the dosage rate on a resubmittal of the original HMA mix design that is to be modified as a WMA mix design. The Illinois Tollway Material Engineer and Contractor will verify the original HMA mix

design with any WMA technology based on plant produced samples taken from the WMA test strip. Any needed mix design adjustments will apply to the development of the WMA binder course or surface course mix design.

In addition to the HMA mix design, for WMA mix designs proposed using organic or chemical additives, Hamburg Wheel testing according to Illinois Modified AASHTO T324 shall be conducted on a laboratory mixed sample at the recommended dosage rate. The Hamburg Wheel testing requirements from this sample are:

Asphalt Binder Grade	# Wheel Passes	Maximum Rut Depth, in.
PG 76-XX	20,000	½ inch
PG 70-XX	15,000	½ inch
PG 64-XX	10,000	½ inch
PG 58-XX	10,000	½ inch

The final adjusted design for the WMA mix design shall be submitted for acceptance with the following information included:

- 1) All information required for Superpave HMA.
- 2) WMA technology and/or WMA additives information.
- 3) WMA technology manufacturer's established recommendations for usage.
- 4) WMA technology manufacturer's established target rate for water and additives, the acceptable variation for production, and documentation showing the impact of excessive production variation.
- 5) WMA technology material safety data sheets (MSDS).
- 6) Documentation of at least 3 past WMA technology field applications including project type, project owner, tonnage, location, mix design, mixture volumetrics, field density, and performance.
- 7) Temperature range for mixing.
- 8) Temperature range for compacting.
- 9) Asphalt binder performance grade test data over the range of WMA additive percentages proposed for use.
- 10) WMA mixture QC/QA test results measured from the test strip samples specific to the Contractor's proposed WMA technology.
- 11) Laboratory test data, samples and sources of all mixture components, and asphalt binder viscosity-temperature relationships.
- 12) Mix production Hamburg test results from WMA test strip.

The Illinois Tollway may accept an existing WMA mixture design with a WMA additive / process previously used on a Illinois Tollway project and may waive the test strip trial batch required to verify the WMA mix design."

Quality Control / Quality Assurance. Article 1030.05 of the Standard Specifications shall govern the requirements for Quality Control / Quality Assurance (QC/QA) of HMA and WMA mixtures.

WMA Production. WMA shall be produced at a temperature range recommended by the additive / process manufacturer and verified through a QC/QA mixture test strip. It may be

necessary to initially produce HMA mixes at conventional HMA temperatures immediately before WMA production at lower temperatures in order to prime the plant for proper operating temperatures.

A QC/QA mixture test strip will be required for all WMA mixes. The test strip shall be constructed at a location approved by the Engineer to determine the mix properties, density, and laydown characteristics, and as needed to finalize any proposed mix design. These test results and visual inspections on the mixture shall be used to make corrective adjustments if necessary. For all mixtures produced with a WMA technology, the QC/QA WMA mixture test strip shall be constructed at an approved off-site location to determine the mix properties, density, production temperature target, compaction procedure, and laydown characteristics. A field TSR test of the mix produced for any WMA test strip will be required.

Prior to the start of mix production and placement, The Illinois Tollway Materials Engineer will review and approve all test strip results, WMA mix designs, and rolling pattern.

The test strips will be performed as follows:

- (a) **Team Members.** The start-up team, if required, shall consist of the following:
 - (1) Resident Engineer
 - (2) Illinois Tollway Project Manager, or representative
 - (3) Illinois Tollway Materials Engineer, or representative
 - (4) Engineer's Nuclear Density Gauge Specialist
 - (5) Contractor's QC Manager
 - (6) Engineer's QA representative
 - (7) Contractor's Density Tester
 - (8) AC Supplier representative
- (b) **Communication.** The Contractor shall advise the team members of the anticipated start time of production for the test strip. The QC Manager shall direct the activities of the test strip team. A Illinois Tollway-appointed representative from the start-up team will act as spokesperson for the Illinois Tollway.
- (c) **The Test Strip(s) for HMA mixtures shall be in accordance with Article 406.06 of the Standard Specifications. The Test Strip(s) for WMA mixtures shall consist of approximately 300 tons. It shall contain two growth curves which shall be compacted by a static steel-wheeled roller and tested as outlined herein.**
 - (1) **Mix Information.** On the day of construction of the Test Strip, the Contractor shall provide the start-up team documentation of test data showing the combined hot-bin or the combined aggregate belt sample and mineral filler at a drier-drum plant.
 - (2) **Mix and Gradation Test Strip Samples.** The first and second sets of mixture and gradation samples shall be taken by the Contractor at such times as to represent the mixture between the two growth curves and the rolling pattern area, respectively. All test strip samples shall be processed by the Contractor for determination of mix composition and Superpave properties including air voids. This shall include washed gradation tests. This information shall then be compared to the JMF and required design criteria. Prepare and test any WMA

test strip mixtures, including Superpave gyratory compacted specimens for QC/QA using the same test methods, procedures and frequencies as specified for HMA, except that the WMA mixture shall be aged at the production temperature for a period of 2 hours before gyratory or performance based test specimens are compacted.

Hamburg Wheel testing according to Illinois Modified AASHTO T324 shall be conducted from the test strip production mixture. The Hamburg Wheel testing requirements from this sample are:

Asphalt Binder Grade	# Wheel Passes	Maximum Rut Depth, in.
PG 76-XX	20,000	½ inch
PG 70-XX	15,000	½ inch
PG 64-XX	10,000	½ inch
PG 58-XX	10,000	½ inch

- (3) Construction of the Test Strip. After the Contractor has produced the mix, transported the mix, and placed approximately 100 to 150 tons of mix, placement of the mix shall stop, and a growth curve shall be constructed. After completion of the first growth curve, paving shall resume for 50 to 100 tons of mix, placement shall stop, and the second growth curve shall be constructed within this area. Additional growth curves may be required if an adjustment/plant change is made during the test strip. The Contractor shall use the specified rolling procedures for all portions of the test strip except for the growth curve areas which shall be compacted as directed by the Engineer.
- (4) Location of Test Strip. The test strip shall be located on a pavement type similar to the contract pavement and acceptable to the Engineer. It shall be on a relatively flat portion of the roadway. Descending/Ascending grades or ramps shall be avoided.
- (5) Compaction Temperature. For WMA mixtures, the temperature of the mix at the beginning of the growth curve shall be within the additive / process manufacturer's recommended temperature range for compaction.
- (6) Compaction and Testing. The QC Manager will specify the roller(s) speed and number of passes required to obtain a completed growth curve. The nuclear gauge shall be placed near the center of the hot mat and the position marked for future reference. With the bottom of the nuclear gauge and the source rod clean, a 15 seconds nuclear reading (without mineral filler) shall be taken after each pass of the roller. Rolling shall continue until the maximum density is achieved and three consecutive passes show no appreciable increase in density or no evidence of destruction of the mat. The growth curve shall be plotted.
- (7) Evaluation of Growth Curves. Mixtures which exhibit density potential less than 94 percent or greater than 97 percent of the maximum theoretical density (D) shall be considered as sufficient cause for mix adjustment. If a mix adjustment is made, an additional test strip may be constructed. The Illinois Tollway will pay

half the cost of the contract unit price for a test strip if additional one is required. The information shall then be compared to the AJMF and required design criteria.

If the nuclear density potential of the mixture does not exceed 91 percent, the operation will cease until all test data is analyzed or a new mix design is produced.

In addition, other aspects of the mixture, such as appearance, segregation, texture, or other evidence of mix problems, should be noted and corrective action taken at this time.

- (d) Documentation. The WMA test strip and rolling pattern information (including growth curves) will be tabulated by the contractor with copies provided to each team member, and the original submitted to the Engineer. Any change to the rolling pattern shall be approved by the Engineer.

CONSTRUCTION REQUIREMENTS

Placing. Article 406.06 of the Standard Specifications shall govern the requirements of HMA and WMA placement except as modified herein:

Revise the first and second paragraphs of Article 406.06(b) of the Standard Specifications to read:

"General. HMA and WMA shall be placed on a clean, dry base and when weather conditions are suitable. The HMA leveling binder and HMA binder courses shall be placed only when the temperature in the shade is at least 40°F and the forecast is for rising temperatures. The HMA surface course shall be placed only when the air temperature in the shade is at least 45°F and the forecast is for rising temperatures. The WMA leveling binder and WMA binder courses shall be placed only when the temperature in the shade is at least 32°F and the forecast is for rising temperatures. The WMA surface course shall be placed only when the air temperature in the shade is at least 35°F and the forecast is for rising temperatures.

The HMA shall be delivered at a temperature of 250 to 350°F. The WMA shall be delivered on dates when the ambient air temperatures during placement will be at least 50° F and rising within a temperature range as established by the WMA additive / process manufacturer and reported by the Contractor to the Engineer with the WMA mix design submittal. The temperature of WMA shall not exceed the manufacturer's recommended maximum placement temperature when measured immediately behind the paver when the air temperature is 50°F and rising. The WMA shall be delivered at a temperature of 250 to 350°F on dates when the ambient air temperatures during placement will be between the WMA specified minimum temperature and 50°F."

Revise the first paragraph of Article 406.06(d) of the Standard Specifications to read:

- (d) Lift Thickness. The minimum compacted lift thickness for constructing HMA binder and surface courses shall be as follows, unless otherwise noted on the plans.

Compaction. Article 406.07 of the Standard Specifications shall govern the requirements of HMA and WMA compaction except as modified herein:

Add the following paragraph to Article 406.07 of the Standard Specifications:

"Compact WMA immediately after spreading and before the WMA mixture temperature falls below the minimum job mix compaction temperature as recommended by the manufacturer of the WMA technology used. Discontinue paving if the Contractor is unable to achieve the specified density before the mixture cools below the minimum recommended WMA job mix design compaction temperature."

Method of Measurement. This work will be measured in accordance with Article 406.13 of the Standard Specifications.

Basis of Payment. This work will be paid for in accordance with Article 406.14 of the Standard Specifications except as modified herein:

Add the following to the second paragraph of Article 406.14 of the Standard Specifications:

"The WMA surfacing will be paid for at the contract unit price per ton for WARM MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; and WARM MIX ASPHALT SURFACE COURSE, of the friction aggregate mixture and Ndesign specified."

Replace the third paragraph of Article 406.14 of the Standard Specifications with the following:

"The HMA surfacing in which polymer or GTR modified asphalt binders are required, will be paid for at the contract unit price per ton for MODIFIED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; and MODIFIED HOT-MIX ASPHALT SURFACE COURSE, of the friction aggregate mixture and Ndesign specified.

The WMA surfacing in which polymer or GTR modified asphalt binders are required, will be paid for at the contract unit price per ton for MODIFIED WARM-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; and MODIFIED WARM-MIX ASPHALT SURFACE COURSE, of the friction aggregate mixture and Ndesign specified."

Add the following to Article 406.14 of the Standard Specifications:

"WMA test strips will be evaluated for payment at the contract unit price each for CONSTRUCTING WARM MIX ASPHALT TEST STRIP, according to the following:

- (a) If the WMA placed during the initial test strip is determined to be acceptable, the mixture and test strip will be paid at the contract unit prices.
- (b) If the WMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within the tolerances of the JMF, the initial mixture and test strip will not be paid for and shall be removed at no additional cost to the Illinois Tollway. An additional test strip will be paid for in full, if produced within the JMF tolerances.

- (c) If the WMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within the tolerances for the JMF, the mixture shall be removed. Removal will be paid for according to Article 109.04 of the Tollway Supplemental Specifications. This initial mixture and test strip will be paid for at the contract unit price, and any additional test strips will be paid for at one-half the unit price of each test strip.
- (d) If the WMA placed during a test strip is determined to be acceptable to remain in place by the Engineer and the Engineer deems a new start-up is required for any reason, the initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price and any additional test strips will be paid for at one-half the unit price for each test strip.
- (e) If the Contractor requests and is granted approval for a mix design other than the initial approved WMA mix design, he/she shall construct a test strip for the new mix design at no additional cost to the Illinois Tollway.

Add the following to Article 406.14 of the Standard Specifications:

"HMA and WMA mixtures will be paid for under its respective item. If permissive use of an HMA mixture in place of a specified WMA mixture is granted by the Engineer, a new pay item will be established for the HMA with the same unit price. If permissive use of a WMA mixture in place of a specified HMA mixture is granted by the Engineer, a new pay item will be established for the WMA with the same unit price."

RECLAIMED ASPHALT SHINGLES (RAS) (Illinois Tollway)**Effective: November 6, 2011****Revised: April 1, 2016**

Description. Reclaimed asphalt shingles (RAS) meeting Type 1 or Type 2 requirements used as an asphalt binder and fine aggregate source, may be included in both shoulder and mainline wearing surface course and non-wearing binder / leveling course asphalt mixtures produced in accordance with Section 406 of the Standard Specifications and applicable contract special provisions when shown on the plans and approved by the Engineer; however, the use of Type 1 RAS may be restricted when shown on the plans. Type 1 or Type 2 RAS used as a fiber reinforcement substitution, may be included in mainline surface and non-wearing binder course Stone Matrix Asphalt (SMA) mixtures. Type 1 or Type 2 RAS used as an asphalt binder source, may be used in Asphalt stabilized subbase produced in accordance with Section 312 of the Standard Specifications. Type 1 and Type 2 RAS shall not be blended in any asphalt mixture.

Definitions. RAS shall meet either Type 1 or Type 2 requirements as specified herein.

- (a) Type 1. Type 1 RAS shall be processed, pre-consumer asphalt shingles salvaged from the manufacturer of asphalt roof shingles.
- (b) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential dwellings of four units or less, that are not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

Materials. All RAS materials shall be processed by certified producers such that the following gradation requirements are met:

Gradation	
Sieve	Percent Passing
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	93 - 100

The final product shall have no particle exceeding the maximum aggregate size allowed for the specific mixture as defined by contract specifications. To conduct the gradation testing, a 500 – 700 gram sample of processed shingle material is air dried and then dry sieved over the 3/8" and No. 4 sieves and weighed.

The RAS producer may mechanically blend sand (FM 01, FM 02, FM 20 or FM 22) or fine, processed reclaimed asphalt pavement (RAP) up to an equal weight of processed RAS will be permitted. The process and procedures to incorporate sand or RAP shall be included in the producers QC Plan. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source.

RAS asphalt binder content is to be determined by chemical extraction in accordance with Illinois Method AASHTO T164.

Before a mix design containing RAS for a particular mixture is authorized, the following shall be submitted with the mix design for volumetric verification:

Certification by the IEPA permitted post-consumer or IDOT approved pre-consumer processor of the RAS material, as to the RAS content and source. Certification forms are located at the back of this special provision and also available from the Illinois Tollway Materials Office.

With approval of the Engineer, for asphalt plants using positive dust control, the mix designer may choose to develop the mix design with less than 1.0 percent mineral filler added in the laboratory.

Deleterious Materials. Processed Type 1 or Type 2 RAS materials shall not contain more than 0.5% deleterious materials. Deleterious materials including, but not limited to, asbestos, metals, glass, rubber, nails, soil, brick, tars, paper, wood, and plastics, shall not exceed 0.5% by weight as determined on material retained on the 4.75 mm (No. 4) sieve. To conduct deleterious material testing, a 500 – 700 gram sample of processed RAS material is sieved on the No. 4 sieve and any deleterious material is picked and weighed.

Type 2 RAS from post-consumer sources shall contain less than the maximum percentage of asbestos fibers based on testing procedures and frequencies established by the Illinois Tollway, state or federal environmental regulatory agencies.

QUALITY CONTROL REQUIREMENTS

RAS stockpiles shall be sampled and tested by the processor or their accredited lab for gradation, asphalt content, and deleterious material content as follows:

- a. **Sampling.** Washed extraction samples for binder content and gradation, and dry gradation samples for deleterious content shall be obtained at the minimum frequency of one sample per 200 tons for the first 1000 tons and one sample per 1000 tons thereafter. A minimum of 5 sets of samples shall be required for stockpiles less than 1000 tons to establish an average gradation and asphalt cement content of the RAS for use in an asphalt mix design.
- b. **Extraction / Gradation.** Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for agency use. The processor shall extract the other test sample according to Illinois Method AASHTO T164 for solvent extraction to determine binder content and gradation. With the approval of the Engineer, the ignition oven may be substituted for extractions according to the IDOT test procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)". The agency reserves the right to test any sample (split or agency-taken) to verify the processors' test results.
- c. **Specific Gravity.** For asphalt mix designs that contain RAS that has not been mechanically blended with any other product, a bulk specific gravity (G_{sb}) of 2.300 shall be used for RAS in the design. Blended RAS products may have other specific gravity values for use in asphalt mix design but shall be verified by the Illinois Tollway. When the blended RAS product is approved by the Illinois Tollway an approval letter will be sent to the supplier with the approved gradation and specific gravity assignment.

- d. **Deleterious Content.** 500 to 700 grams of the RAS samples shall be air dried and dry sieved on the No. 4 sieve and any deleterious material shall be removed and weighed. The agency reserves the right to test any sample (split or agency-taken) to verify the processors' test results.
- e. **Evaluation of Results.** All of the extraction and deleterious content results shall be compiled and averaged for asphalt binder content, gradation, and deleterious content. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS Sample
No. 8 (2.36 mm)	±5%
No. 16 (1.18 mm)	±5%
No. 30 (600 µm)	±4%
No. 200 (75 µm)	±2.0%
Asphalt Binder	±1.5%

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAS source will no longer be allowed for use in asphalt mixtures.

Processed RAS materials from Type 1 or Type 2 RAS sources shall be stockpiled separately from other recycled materials. Blending of RAS materials in a stockpile with other recycled materials from other sources is prohibited.

Use of RAS in asphalt mixtures. Type 1 or Type 2 RAS may be used in all asphalt mixtures as follows:

(a) SMA and N90 & N105 Surface Mixes:

- (1) The maximum allowable RAS usage in SMA and in N90 or N105 surface mixtures (Mixes D & F) shall be as follows:
- a. RAS shall not exceed 5.0 percent by weight of the total mix.
 - b. RAS shall not be used in conjunction with standard Reclaimed Asphalt Pavement (RAP) or Category 2 Fractionated Reclaimed Asphalt Pavement (FRAP).
 - c. If used in conjunction with Category 1 FRAP the contribution of asphalt binder from the RAS and FRAP combined in any HMA mixture shall not exceed 35 percent of the total asphalt binder content in the mix design, or in any WMA mixture shall not exceed 40 percent of the total asphalt binder content in the mix design.

- (2) The virgin asphalt binder grade shall be as follows:

Percent RAS/Category 1 FRAP Asphalt Binder Replacement		
Mix Type	< 20%	20 – 35%
SMA, and N90/N105 Surface Mixes	Reduce high temperature by one grade ^{1/}	Reduce high & low temperature by one grade ^{1/}

1/ One asphalt binder grade bump represents a change of 6°C.

(b) N70 Shoulder Surface Mixes:

(1) The maximum allowable RAS usage in N70 shoulder surface mixtures (Mix D) shall be as follows:

- a. RAS shall not exceed 5.0 percent by weight of the total mix.
- b. If used in conjunction with standard RAP the contribution of asphalt binder from the RAS and RAP combined shall not exceed 20 percent of the total asphalt binder content in the mix design.
- c. If used in conjunction with Category 1 or 2 FRAP the contribution of asphalt binder from the RAS and FRAP combined shall not exceed 40 percent of the total asphalt binder content in the mix design.

(2) The virgin asphalt binder grade shall be as follows:

Percent RAS/Standard RAP Asphalt Binder Replacement	
Mix Type	< 20%
N70 Shoulder Surface Mixes	No grade bump ^{1/}

Percent RAS/FRAP Asphalt Binder Replacement		
Mix Type	< 20%	25 – 40%
N70 Shoulder Surface Mixes	No grade bump ^{1/}	Reduce high & low temperature by one grade ^{1/}

1/ One asphalt binder grade bump represents a change of 6°C.

(c) N70/N90/N105 Binder and Leveling Binder Mixes, and 4.75 mm Leveling Binder Mixes:

- (1) The maximum allowable RAS usage in N90/N105 Binder and IL 4.75 or IL-19 Leveling Binder Mixes shall be as follows:
- RAS shall not exceed 5.0 percent by weight of the total mix.
 - If used in conjunction with Standard RAP the contribution of asphalt binder from the RAS and RAP combined shall not exceed 30 percent of the total asphalt binder content in the mix design.
 - If used in conjunction with Category 1 FRAP the contribution of asphalt binder from the RAS and RAP combined shall not exceed 45 percent of the total asphalt binder content in the mix design.
 - If used in conjunction with Category 2 FRAP the contribution of asphalt binder from the RAS and RAP combined shall not exceed 35 percent of the total asphalt binder content in the mix design.
- (2) Virgin asphalt binder grade shall be as follows:

Percent RAS/Standard RAP Asphalt Binder Replacement		
Mix Type	< 20%	20 – 30%
N90/N105 Binder or Leveling Binder	No grade bump ^{1/}	Reduce high & low temperature by one grade ^{1/}

Percent RAS/Category 1 FRAP Asphalt Binder Replacement		
Mix Type	< 20%	20 – 45%
N90/N105 Binder or Leveling Binder	No grade bump ^{1/}	Reduce high & low temperature by one grade ^{1/}

Percent RAS/Category 2 FRAP Asphalt Binder Replacement		
Mix Type	< 20%	20 – 35%
N90/N105 Binder or Leveling Binder	No grade bump ^{1/}	Reduce high & low temperature by one grade ^{1/}

^{1/} One asphalt binder grade bump represents a change of 6°C.

(d) N50 Asphalt Shoulder Binder Mixes:

- (1) The maximum allowable RAS usage in N50 Shoulder Binder Mixes shall be as follows:

- a. RAS shall not exceed 5.0 percent by total weight of mix.
- b. If used in conjunction with standard RAP the contribution of asphalt binder from the RAS and RAP combined shall not exceed 40 percent of the total asphalt binder content in the mix design.
- c. If used in conjunction with Category 1 or 2 FRAP the contribution of asphalt binder from the RAS and FRAP combined shall not exceed 50 percent of the total asphalt binder content in the mix design.

(2) Virgin asphalt binder grade shall be as follows:

Mix Type	Percent RAS/Standard RAP Asphalt Binder Replacement	
	< 20%	20 – 40%
N50 Binder or Base Course	No grade bump ^{1/}	Reduce high and low temperature by one grade ^{1/}

Mix Type	Percent RAS/ FRAP Asphalt Binder Replacement	
	< 20%	20 – 50%
N50 Binder or Base Course	No grade bump ^{1/}	Reduce high & low temperature by one grade ^{1/}

^{1/} One asphalt binder grade bump represents a change of 6°C.

(e) Asphalt Stabilized Subbase Mixes:

- (3) The maximum allowable RAS usage in Asphalt Stabilized Subbase Mixes shall be as follows:
 - a. RAS shall not exceed 5.0 percent by total weight of mix.
 - b. If used in conjunction with Category 1 or 2 FRAP the contribution of asphalt binder from the RAS and FRAP combined shall not exceed 65 percent of the total asphalt binder content in the mix design.

(4) Virgin asphalt binder grade shall be as follows:

Percent RAS/Standard RAP Asphalt Binder Replacement		
Mix Type	< 20%	20 – 50%
Asphalt Stabilized Subbase	No grade bump ^{1/}	Reduce high & low temperature by one grade ^{1/}

Percent RAS/ FRAP Asphalt Binder Replacement		
Mix Type	< 20%	20 – 65%
Asphalt Stabilized Subbase	No grade bump ^{1/}	Reduce high & low temperature by one grade ^{1/}

^{1/} One asphalt binder grade bump represents a change of 6°C.

Asphalt Mix Production. RAS shall be incorporated into the asphalt mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. While an auger-feed system is preferred, any system must provide a consistent, even flow of material and be approved by the Illinois Tollway. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that mixture production is halted when RAS flow is interrupted.

When producing asphalt mixtures containing RAS, a positive dust control system shall be utilized, and the incoming RAS material shall be sampled and tested weekly by chemical extraction in accordance with Illinois Method AASHTO T164, as a check for compliance with the RAS producer's master band.

Asphalt mixture plants utilizing RAS shall be capable of automatically recording and printing the following information:

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) Asphalt mix number assigned by the Agency.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons to the nearest 0.1 ton.
- (4) Accumulated dry weight of RAS in tons to the nearest 0.1 ton.
- (5) Accumulated mineral filler in revolutions, tons, etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons, tons, etc. to the nearest 0.1 unit.

- (7) Residual asphalt binder in the RAS material as a percent of the total mix to the nearest 0.1 percent.
 - (8) Aggregate and RAS moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS are printed in wet conditions).
- (b) Batch Plants.
- (1) Date, month, year, and time to the nearest minute for each print.
 - (2) Asphalt mix number assigned by the Agency.
 - (3) Individual virgin aggregate hot bin batch weights to the nearest pound.
 - (4) Mineral filler weight to the nearest pound.
 - (5) RAS weight to the nearest pound.
 - (6) Virgin asphalt binder weight to the nearest pound.
 - (7) Residual asphalt binder in the RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

Approved Asphalt Shingle Recycling Facility
Quality Control / Quality Assurance Certification Form
Delivered Recycled Asphalt Shingles

Asphalt Shingle Recycling Facility: _____

Address: _____

Contact: _____

Phone: _____

Approved Facility No: _____

We the undersigned certify the delivered product meets the following specifications:

1. RAS is ground to 3/8" minus.
2. The material does not contain more than 1.5% deleterious material by weight.
3. *Supply Certification Forms* were completed and are on file at
 _____ (recycling facility).

Note: Deleterious material is defined as paper, plastic, wood or other material that is not part of the asphalt shingle (i.e. fibers, aggregate etc).

RAS Delivered to:

Company Name: _____

Address: _____

Contact: _____

Tonnage of RAS Delivered: _____

Record keeping: Copies of these forms shall be maintained by the Asphalt Shingle Recycling Facility and Hot Mix Asphalt Plant for a minimum period of 3 years, and made available to state agencies upon request.

Asphalt Shingle Recycling Facility (signature)

Date

Hot Mix Asphalt Plant (signature)

Date

RECLAIMED ASPHALT PAVEMENT (RAP) (Illinois Tollway)

Effective: October 6, 2011

Revised: April 1, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction. This special provision provides the option for the use of screened fractionated RAP. Fractionated RAP (FRAP) consists of the fine aggregate portion (material passing the #4 screen) and the coarse aggregate portion, controlled with one-or-more larger screens.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the definitions for both non-fractionated and fractionated RAP described in the following subsections. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type of non-fractionated RAP as listed below (i.e. "Homogeneous Surface"), and by signs indicating the category and size of fractionated RAP (i.e. "Category 1, fine portion - 0 to #4").

(1) When using Non-Fractionated RAP

Prior to milling, the Contractor shall request the IDOT or the Illinois Tollway to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerates 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. or smaller screen. Conglomerate 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Illinois Tollway or IDOT.

- (c) **Conglomerate 3/8.** Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Illinois Tollway or IDOT.
- (d) **Conglomerate "D" Quality (DQ).** Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Illinois Tollway or IDOT.
- (e) **Non-Quality.** RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

(2) When using Fractionated RAP (mechanical separation of RAP materials into appropriate sizes using an approved separation device)

The Contractor is required to have a QC plan approved by the Illinois Tollway Materials Engineer, a fractionation device approved the Illinois Tollway Materials Engineer, and sufficient cold feed bins. Fractionated RAP shall be separated by source (category 1 and 2) and size (fine and coarse portions). Separate calibrated cold feed bins are required for each size of fractionated RAP.

Ensure that the fractionated RAP source meets one of the following source categories:

Category 1: Milled Mainline/Ramp RAP – asphalt material milled from mainline pavements or ramps under Illinois Tollway jurisdiction.

Category 2: Non-Mainline/Ramp RAP – milled, crushed and screened material removed from Illinois Tollway shoulders or from other routes or airfields under federal, state or local agency jurisdiction.

Ensure that the fractionated RAP sizes comply with the following:

Fine Portion: The fine portion of fractionated RAP is the portion of the processed material passing the No. 4 screen. The fine portion of category 1 fractionated RAP that contains steel slag or other expansive material as determined by the Illinois Tollway shall be stockpiled separately and may be used under this special provision as fractionated RAP in surface friction course mixes or SMA surface mixes.

Coarse Portion: The coarse portion of fractionated RAP is one or more of the coarse portions of the processed material larger than the No. 4 screen. The coarse portion of the fractionated RAP that contains steel slag as determined by the Illinois Tollway shall be from Category 1 sources only and stockpiled separately for potential use as fractionated RAP in surface friction course mixes. The maximum top size of the coarse portion of fractionated RAP may not exceed the following:

Nominal Asphalt Mix Designation	Maximum FRAP Screen Size 100% Passing
25.0 mm	1.5 inch
19.0 mm	1 inch
12.5 mm	3/4 inch
9.5 mm	1/2 inch

Prior to milling for fractionated RAP, the Contractor shall request the Illinois Tollway to provide verification of the quality of the RAP to clarify the appropriate category and size (identification) of the fractionated RAP stockpile as detailed below.

- (a) Category 1 fine portion without steel slag. Category 1 fine portion RAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures milled from Illinois Tollway mainline and ramp pavements. The fine aggregate in this RAP shall be manufactured sand and may represent more than one aggregate type. All category 1 fine portion RAP shall be processed prior to testing by screening to where all RAP shall pass the No. 4 screen. Category 1 fine portion without steel slag stockpiles shall not contain steel slag or other expansive material as determined by the Illinois Tollway.
- (b) Category 1 fine portion with steel slag. Category 1 fine portion with steel slag RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures milled from Illinois Tollway mainline or ramp surface friction course pavements. The fine aggregate in this RAP shall be manufactured sand and may represent more than one aggregate type. The coarse aggregate in this processed RAP shall be crushed aggregate including steel slag sources. All category 1 fine aggregate with steel slag RAP shall be processed prior to testing by screening to where all RAP shall pass the No. 4 screen.
- (c) Category 2 fine portion. Category 2 fine portion RAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures removed from Illinois Tollway shoulders or from other routes or airfields under federal, state or local agency jurisdiction. The fine aggregate in this RAP shall be manufactured or natural sand and may represent more than one aggregate type. All category 2 fine portion RAP shall be processed prior to testing by screening to where all RAP shall pass the No. 4 screen. Category 2 fine portion stockpiles shall not contain steel slag or other expansive material as determined by the Illinois Tollway.
- (d) Category 1 coarse portion without steel slag. Category 1 coarse portion RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High

ESAL), or equivalent mixtures milled from Illinois Tollway mainline or ramp pavements. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. All category 1 coarse aggregate RAP shall be processed prior to testing by screening to where all RAP shall be retained on the No. 4 or larger screen. Category 1 coarse portion RAP stockpiles shall not contain steel slag or other expansive material as determined by the Illinois Tollway.

- (e) Category 1 coarse portion with steel slag. Category 1 coarse portion with steel slag RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures milled from Illinois Tollway mainline or ramp surface friction course pavements. The coarse aggregate in this RAP shall be crushed aggregate including steel slag sources. All category 1 coarse aggregate with steel slag RAP shall be processed prior to testing by screening to where all RAP shall be retained on the No. 4 or larger screen.
- (f) Category 2 coarse portion. Category 2 coarse portion RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures removed from Illinois Tollway shoulders or from other routes or airfields under federal, state or local agency jurisdiction. The coarse aggregate in this RAP may be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All category 2 coarse aggregate RAP shall be processed prior to testing by screening to where all RAP shall be retained on the No. 4 or larger screen. Category 2 coarse portion RAP stockpiles shall not contain steel slag or other expansive material and shall not contain uncrushed gravel as determined by the Illinois Tollway.

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

1031.03 Testing. When used in asphalt mixtures, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons for the first 2000 tons and one sample per 2000 tons thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons.

For testing after stockpiling, the Contractor shall submit a plan for approval to the IDOT District or to the Illinois Tollway proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Illinois Tollway use. The Contractor shall extract the other test sample according to IDOT procedure. The Engineer reserves the right to test any sample (split or Department/ Illinois Tollway-taken) to verify Contractor test results.

- (a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons for the first 2000 tons and one sample per 2000 tons thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons.
- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality	Fractionated – Fine Portion	Fractionated – Coarse Portion
1 in. (25 mm)		± 5 %		
1/2 in. (12.5 mm)	± 8 %	± 15 %		± 8 %
No. 4 (4.75 mm)	± 6 %	± 13 %		± 6 %
No. 8 (2.36 mm)	± 5 %		± 5 %	
No. 16 (1.18 mm)		± 15 %		
No. 30 (600 μ m)	± 5 %		± 5 %	
No. 200 (75 μ m)	± 2.0 %	± 4.0 %	± 2.0 %	
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %	± 0.3 %	± 0.3 %
G_{mm}	± 0.02 % ^{2/}			

1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in asphalt mixtures unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the IDOT or the Illinois Tollway for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP/FRAP.

- (a) The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.

- (2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) The aggregate quality of FRAP shall be determined as follows.
- (1) For Category 2 FRAP taken from a Illinois Tollway location, if the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer. If the quality is not known, the quality shall be determined according to Article 1031.04(b)(2).
 - (2) For Category 2 FRAP taken from other routes or airfields under federal, state or local agency jurisdiction, the quality shall be determined according to Article 1031.04(b)(2).
 - (3) Category 1 FRAP taken from a Illinois Tollway Class I, Superpave mainline (high ESAL) surface or binder mixtures is designated as containing Class B quality coarse aggregate.

1031.05 Use of RAP in Asphalt Mixtures.

- (1) Use of Non-Fractionated RAP in asphalt mixtures. The use of RAP in asphalt mixtures shall be as follows.
 - (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the asphalt mixture to be produced.
 - (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the IDOT or the Illinois Tollway, shall be homogeneous and will be approved for use in High ESAL and Low ESAL surface mixtures only.
 - (c) Use in Asphalt Surface Mixtures (High and Low ESAL). RAP stockpiles for use in asphalt surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
 - (d) Use in Asphalt Binder Mixtures (High and Low ESAL), Asphalt Base Course, and Asphalt Base Course Widening. RAP stockpiles for use in asphalt binder mixtures (High and Low ESAL), asphalt base course, and asphalt base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.

- (e) Use in Shoulders and Subbase. RAP stockpiles for use in asphalt shoulders and asphalt stabilized subbase shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing asphalt mixtures in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Maximum RAP Percentage Using Non-Fractionated RAP

Asphalt Mixtures ^{1/}	Maximum %, Non-Fractionated RAP		
	Ndesign	Binder/Leveling Binder	Surface
50	30 / 50	15	10
70	25 / 40	10	10
90	25	10	10
105	25	10	10

- 1/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- (2) Use of Fractionated RAP in Asphalt Mixtures. The use of fractionated RAP in asphalt mixtures shall be as follows.
- (a) Coarse Aggregate Size. The coarse aggregate in the coarse portion of fractionated RAP shall be equal to or less than the nominal maximum size requirement for the asphalt mixture to be produced.
- (b) Steel Slag Stockpiles. Fractionated RAP stockpiles containing steel slag or other expansive material, as determined by the Illinois Tollway, shall be approved for use in High ESAL surface mixtures only.
- (c) Use in Asphalt Surface and Asphalt Binder Mixtures (High ESAL). Fractionated RAP for use in asphalt surface mixtures (High ESAL) shall be Category 1 or 2 fractionated RAP, in which the coarse aggregate is Class B quality or better.
- (d) Use in Asphalt Surface Mixtures (Low ESAL). Fractionated RAP for use in asphalt surface mixtures (Low ESAL) shall be Category 1 or 2 fractionated RAP, in which the coarse aggregate is Class C quality or better.
- (e) Use in Asphalt Binder Mixtures (Low ESAL) and Asphalt Base Course. Fractionated RAP for use in asphalt binder mixtures (Low ESAL) and asphalt base course mixtures shall be Category 1 or 2 fractionated RAP, in which the coarse aggregate is Class C quality or better.

- (f) Use in Asphalt Shoulders and Asphalt Stabilized Subbase. Fractionated RAP for use in asphalt shoulder mixtures or asphalt stabilized subbase mixtures shall be Category 1 or 2 fractionated RAP.
- (g) Use in SMA Mixtures. Fractionated RAP for use in SMA surface course and SMA binder course mixtures shall be the fine portion of Category 1 fractionated RAP, in which the fine aggregate is manufactured sand only.
- (h) The use of fractionated RAP shall be a contractor's option when constructing asphalt mixtures in all contracts. When the contractor chooses the fractionated RAP option, the percentage of fractionated RAP shall not exceed the amounts indicated in the following tables for a given Ndesign. The percentage amounts of fractionated RAP for any given mix design shall be a combination of both fine and coarse portion FRAP.

Maximum RAP Percentage Using Category 1 Fractionated RAP

Asphalt Mixtures Ndesign	Maximum %, Category 1 Fractionated RAP ^{2/}	
	Binder/Leveling Binder ^{1/}	Surface ^{4/}
50	45/50	35
70	45	35
90	40	30 ^{3/}
105	40	30 ^{3/}

- 1/ For Asphalt Shoulder Binder Course N50, the amount of FRAP shall not exceed 40 percent, and for Asphalt Base Course N50, the amount of FRAP shall not exceed 50 percent of the mixture.
- 2/ When FRAP exceeds 20 percent the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 30 percent FRAP would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ Category 1 coarse portion fractionated RAP containing steel slag may be blended with virgin steel slag aggregate to obtain the specified properties in asphalt surface friction course mixes.
- 4/ Includes polymer modified surface course mixtures.

Maximum RAP Percentage Using Category 2 Fractionated RAP

Asphalt Mixtures Ndesign	Maximum %, Category 2 Fractionated RAP ^{2/}	
	Binder/Leveling Binder ^{1/}	Surface
50	40/50	30
70	40	30
90	30	15
105	30	15

- 1/ For Asphalt Shoulder Binder Course N50, the amount of FRAP shall not exceed 40%, and for Asphalt Base Course N50, the amount of FRAP shall not exceed 50% of the mixture.
- 2/ When FRAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 30 percent RAP would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

Maximum RAP Percentage Using Category 1 Fractionated RAP

SMA Mixtures ^{1/}	Maximum %, Category 1 Fine Portion Fractionated RAP ^{2/}	Maximum % Category 1 Coarse Portion Fractionated RAP ^{2/}
Binder	20	10
Surface	20	10

- 1/ Positive dust control must be used in the production of SMA mixtures.
- 2/ When total FRAP exceeds 20 percent in an SMA mix, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG 76-22 to be reduced to a PG 70-28 in a polymerized mix or require a virgin asphalt binder grade of PG 64-22 GTR-12 to be reduced to a PG 58-28 GTR-12 in a GTR mix).

1031.06 Asphalt Mix Designs. At the Contractor's option, asphalt mixtures may be constructed utilizing RAP/FRAP material meeting the above detailed requirements.

RAP/FRAP designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and asphalt mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

With approval of the Engineer, for asphalt plants using positive dust control, the mix designer may choose to develop the mix design with less than 1.0 percent mineral filler added in the laboratory.

The Contractor's mix design shall use a bulk aggregate specific gravity (G_{sb}) of the RAP/FRAP equal to 2.660. As an option, the Contractor may have the Illinois Tollway conduct G_{sb} of the RAP/FRAP stockpile(s), for possible use in the mix design. If the Contractor chooses this option, the following procedure will be used for determining G_{sb} :

1. Provide the Illinois Tollway with a 20,000 gram representative sample of each RAP/FRAP material.

2. The RAP/FRAP will be heated to 230°F, and the RAP/FRAP agglomerations broken down, as if conducting a maximum specific gravity test.
3. The asphalt content will be determined on a 1,000 – 1,500 gram sample of the RAP/FRAP.
4. A 3,000 gram sample of the RAP/FRAP will be dried to a constant weight. One percent virgin asphalt binder will be added to the RAP/FRAP and mixed thoroughly. The sample will be split into two parts, and the maximum specific gravity (G_{mm}) of each sample determined.
5. The G_{se} of each sample will be calculated and averaged.
6. If historical mix data or the mix design of the RAP/FRAP source is available, the asphalt absorption from that information will be used to calculate the G_{sb} of the RAP/FRAP. If no information is available on the RAP/FRAP source, an asphalt absorption of 1.0 percent will be used to calculate the G_{sb} of the RAP/FRAP.

1031.07 Asphalt Mixture Production. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the asphalt mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP/FRAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design. When producing SMA mixtures or mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

Asphalt mixture plants utilizing RAP/FRAP shall be capable of automatically recording and printing the following information.

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) Asphalt mix number assigned by IDOT or Illinois Tollway.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton.
- (4) Accumulated dry weight of RAP/FRAP in tons to the nearest 0.1 ton.
- (5) Accumulated mineral filler in revolutions, tons, etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons, tons, etc. to the nearest 0.1 unit.

- (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) Asphalt mix number assigned by IDOT or Illinois Tollway.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound.
- (5) RAP/FRAP weight to the nearest pound.
- (6) Virgin asphalt binder weight to the nearest pound.
- (7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP." The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

1031.09 Use of RAP in Porous Granular Embankment. The use of RAP in porous granular embankment, as outlined in the Illinois Tollway Special Provision "Subgrade Aggregate, Special" shall be as follows:

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Conglomerate 5/8," "Conglomerate 3/8," and "FRAP." The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 4 in. sieve. The RAP gradation shall be such that the "Crushed Concrete with Crushed RAP

Materials" gradation requirements in the Illinois Tollway Special Provision
"Subgrade Aggregate, Special" are achieved.

COARSE AGGREGATE FOR ASPHALT MIXTURES (Tollway)**Effective: September 21, 2011**

Revise the F Surface portion of the table in Article 1004.03(a) to read:

HMA High ESAL	F Surface IL-12.5 or IL 9.5	<p>Crushed Sandstone.</p> <p>No Limestone.</p> <p>Crushed Gravel or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages:</p> <p>Up to 50% Crushed Gravel or Crushed Dolomite with at least 50% Crushed Sandstone, or Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Steel Slag is used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of Slag by volume.</p>
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FINE AGGREGATE FOR ASPHALT MIXTURES (Illinois Tollway)**Effective: September 21, 2011**

Revise Article 1003.03 of the Standard Specifications to read:

"1003.03 Fine Aggregate for Asphalt Mixtures. The aggregate shall be according to the Article 1003.01 and the following.

- (a) Description. Fine aggregate for all binder course and surface course asphalt mixtures produced for mainline placement shall consist of crushed stone sand, slag sand, or steel slag sand. Fine aggregate for all other asphalt mixes shall consist of sand, stone, sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted.
- (b) Quality. The fine aggregate for all asphalt mixtures shall be Class B Quality or better.
- (c) Gradation. The fine aggregate gradation for all binder course and surface course asphalt mixtures produced for mainline placement shall be FA 20 or FA 22. The fine aggregate gradation for all other HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated into the asphalt mixture design, the use of FA 21 gradation will not be permitted.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for asphalt mixtures."

**ASPHALT MIXTURE LONGITUDINAL JOINT DENSITY MODIFIED
(Illinois Tollway)**

Effective: September 21, 2011

Revised: April 1, 2016

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control / quality assurance (QC/QA) of hot-mix asphalt (HMA) or warm mix asphalt (WMA). This work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control / Quality Assurance (QC/QA). Delete the second and third sentences of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to Article 1030.05(d)(3) of the Standard Specifications.

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness, or a minimum of two inches, from each pavement edge (i.e. for a four inch lift the near edge of the density gauge or core barrel shall be within four inches from the edge of pavement). It shall be documented as to whether the joint was confined or unconfined. The joint density value shall be determined using either a correlated nuclear gauge or cores.

- a. **Confined Edge.** Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. **Unconfined Edge.** Each unconfined edge joint density shall be represented by an average of two one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. When using a correlated nuclear gauge, the gauge shall be rotated 180 degrees between readings. If the two readings are not within 1.5 lb/cu ft, then one additional reading shall be taken. Additional density readings taken at a given site shall not be allowed to replace the original density readings unless an obvious error has occurred (i.e. the nuclear gauge was sitting on debris)."

Revise the density control limits table of Article 1030.05(d)(4) of the Standard Specifications to read:

Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5	N _{design} = 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L,	N _{design} < 90	92.5 – 97.4%	90.0%
IL-19.0	N _{design} = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L,	N _{design} < 90	93.0 ^{2f} – 97.4%	90.0%
SMA	N _{design} = 80	93.5 – 97.4%	91.0%
All Other	N _{design} = 50	95.0 – 97.4 ^{2f}	92.0%

HOT-MIX ASPHALT MIX CHART

Description. This work shall consist of constructing asphalt shoulders. This work shall be in accordance with the specifications listed in Division 99 and as shown on the plans. Base course shall be Aggregate Base Course, Type B 6" according to Standard Specification Section 351.

Asphalt M-7 Shoulder Pavement

Location	Operations	Designation	AC Type	Voids	Max. RAP %	Max. RAS %	Typical Thickness	Mix Type	Notes
As shown on the plans	Asphalt Shoulders	Hot Mix Asphalt Shoulders, 6 in.	PG 64-22 / 58-22 / or 58-28	4% / 3% @ 50 GYR	30% RAP, 40% Cat. 2 FRAP or 45% Cat. 1 FRAP	5	4.25 in.	Hot Mix Asphalt Binder Course, IL-19.0, N50	See RAP and RAS special provisions for asphalt grade requirements and maximum binder replacement percentages.
			PG 64-22 / 58-22	4% @ 70 GYR	10% RAP, 30% Cat. 2 FRAP, or 35% Cat. 1 FRAP	5	3.75 in.	Hot Mix Asphalt Surface Course, Mix D, N70	See RAP and RAS special provisions for asphalt grade requirements and maximum binder replacement percentages.

* The Classifications for fractionated reclaimed asphalt pavement (FRAP) are defined within the special provision for

Reclaimed Asphalt Pavement.

** Quantities of all other hot mix asphalt mixes are based on the U value of 112.0 lb/sq yd/in.

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY
REFERENCE: REQUESTED INFORMATION FROM PROSPECTIVE BIDDERS**

The following responses to perspective bidder questions are provided:

Question 1: I have a question regarding the specifications for the "Heavy Duty In-Ground Lifts" Section 412323. Under PART 2 Products: "Steril-Koni, Heavy Duty In-ground lift Diamond 64-10 or a comparable product approved by owner". We would like the Rotary Mod 30 and Mod 35 to be added as an equal alternative to the above lift. The Illinois Tollway has many Rotary in-ground lifts throughout their system including the models listed above. Additionally some of the specifications are proprietary and restrictive in nature to disallow other brands of lifts. One of the specifications 2.01, "C" "5" "d" calls out that the "Cylinder casings must remain in place during the lifting process". What this says is that the chrome cylinder is now exposed inside of the "Modular Containment" of the lift. It must be understood that the modular containment will be holding salt laden run-off (liquid) from the vehicles within the containment. Even though a pump out system is specified, the highly corrosive nature of this run-off will cause damage to the exposed chrome, oil seals etc. within that same containment. There are additional proprietary items within the specifications that are not noted here.

Response 1: Product in Section 412323 is listed as basis-of-design with the option for comparable products to be approved by the owner (Tollway). See Section 016000 Product Requirements for explanation of basis-of-design. See Section 012500 Substitution Procedures for administrative and procedural requirements for substitutions.

Question 2: Please refer to Specification 071326 Self-Adhering Sheet Waterproofing. No waterproofing is shown on the plans. Please confirm where we are to waterproof.

Response 2: Spec 071326 is not used. Note that the Support Area foundation detail on 4/A510 requires through-wall flashing at base. Section 071326 replaced with Section 071416 – Cold Fluid-Applied Waterproofing for use on the Truck Wash mezzanine.

Question 3: Please refer to Specification 071900 Water Repellents. Confirm water repellent to be applied on both sides of the precast panels.

Response 3: Interior precast is painted or sealed with acrylic sealer. See sheet A930 and spec 099100 Painting for finish information and locations.

Question 4: Please confirm where detail 13 on sheet A-510 applies.

Response 4: Detail 13/A510 is the Storefront Jamb Detail at Support Area which corresponds with storefront sill and head details also on sheet A510. Typical callouts added to 1/A603 and 7/A501.

Question 5: Sheet A-810 Details 3, 4, 5 and 6 note steel structure with fireproofing. Confirm only intumescent paint required in rooms 106, 107, 108, 115 and 116 as noted on sheet CA-101, no other locations are noted for any other types of fireproofing.

Response 5: Intumescent paint is required for columns and beams that support the precast hollow-core floor for Storage Mezzanine 200. The precast hollow-core provides a rated ceiling/floor. Fire safing is required throughout the building at wall penetrations and joints to maintain scheduled fire-rated wall assemblies.

Question 6: Confirm contractor to purchase (1) Yale Forklift (equipment tag FL-1 on sheet A640).

Response 6: Yes. (1) Forklift with battery charger is to be provided per schedule on A640 and spec 416223 Fork Trucks.

Question 7: Refer to sheet A-640. Confirm where equipment tags OT-1 and OT-2 are located.

Response 7: OT-1 is a waste oil storage tank. OT-2 is waste antifreeze tank. Both are located on the south-east side of the building outside of the Lube Room 116 and Parts Dock 103. Items are noted on 1/A100 and 1/A101. Tags added to 1/A632.

Question 8: Refer to sheet A-640. Confirm where equipment tag EF-1 is located.

Response 8: Fume Extractor EF-1 is located in the Welding Shop Area 105. Tag added to 3/A632.

Question 9: Refer to sheet A-640. Confirm contractor to purchase (1) pallet jack (equipment tag PJ-1).

Response 9: Yes. (1) Pallet jack is to be provided per schedule on A640 and spec 416223 Fork Trucks.

Question 10: Refer to sheet A-632. Please confirm what equipment tag WF-2 refers to, outside of corridor 111.

Response 10: WF-2 refers to a plumbing wash fountain fixture. See plumbing fixture schedule on P-700 and drawings on P-112, P-600 and P-601.

Question 11: Refer to Specification 072726 Fluid Applied Membrane Air Barriers. No barrier is found in the drawings. Please confirm where we are to install the barrier.

Response 11: Fluid Applied Membrane Air Barrier is not required since closed-cell insulation is applied to back of architectural precast as shown in detail 4/A510.

Question 12: Refer to Sheet A-800 Partition E. Please confirm where this wall type is used, as it is not shown on the plans.

Response 12: Partition E refers to furring wall E0/3 in the Equipment Shelter. Wall tags have been added to 1/A160. Wall type E0/3D with plywood on both sides has been added to Partition E schedule on A800 and tagged in the plan 1/A160.

Question 13: I have been looking through the contract book for this project and had a question. Are the contractors responsible for supplying their own welding supplies or is this something Airgas can bid and supply to the winning contractor(s)?

Response 13: Contractors are responsible for supplying their own welding supplies. Welding supplies are not being bid separately.

Question 14: My company manufactures the Easi-Span Pre-Fabricated Concrete Buildings that you have specified on this project. We are located in Dorsey IL not far from St. Louis, MO. Would you consider a 24'x50' building instead of the 24'x52' building size? The 24'x52' building is problematic in that it requires special roof sections and engineering costs that will increase the cost of the building.

Response 14: Yes. A 24'x50' building is acceptable since it meets the basis-of-design manufacturer's standard building dimensions. The interior dimensions for the Equipment Shelter Generator Room 301 shall remain as shown on the drawings.

Question 15: I have several questions regarding the accessory equipment 2.05 in the fuel storage tank spec section: 1) Since Item A, Fiberlite USA no longer exists would you accept a Bravo Titan manhole which is a complete composite and fiberglass manhole and has a H25 load rating as a substitute? 2) Since item F, Flexing, Inc. no longer exists, would you accept a 100% stainless steel flex connector by OmegaFlex as a substitute? 3) Since item G, Blueline Technologies no longer exists would you accept the OmegaFlex composite entry fitting as a substitute? Additionally regarding 2.01, E, you have listed Ameron 3000/LCX as basis of design. LCX offers only a one year warranty. Would you accept a 318 SS double wall pipe system DoubleTrac from Omegaflex for offers a full 30 year warranty for all future fuels?

Response 15: Below are comments in regard to manufacturers listed in Specification 335200 / Part 2.05. Fiberlite is manufactured by OPW. Fireflex Connectors by Flexing Inc are now manufactured under Franklin Fueling Systems. As noted in 2.05/G, sump fittings should be double sided fittings. Discussions regarding approved equals and/or alternative V.E. products will be discussed at the appropriate time with the contractor awarded the contract.

Question 16: Regarding section 111151 - 2.1 A1 Hose Reel - The reel has to be a heavy duty "Dual Spring" reel or the standard reel will not be able to lift the weight of the flex we just went through this at Alsip.

Response 16: As listed in Specification 111151, the hose reel Basis-of-Design is Plymovent SER series. The model number is not specified. The reel shall meet performance requirements listed in Part 2.1 / A1 / d.

Question 17: Regarding section 111151 - 2.1 A2 Exhaust Hose - It says a combination of 10' of 1200 and 41' of 570 for a total of 51'. The reel is only rated for 41' of flex max on the reel or 40#s. The dual spring is rated at 75#s. So even with that amount of flex there will still be 10' or more hanging off and add to the weight. You also have to take into consideration the weight of the large nozzle, safety disconnect and hose stopper.

Response 17: As listed in Specification 111151, the hose reel Basis-of-Design is Plymovent SER series. The model number is not specified. The reel should be rated to meet load requirements.

Question 18: Regarding section 111151 - 2.1 A4 Automatic Shutoff - If there is only one fan and it has a microswitch (proximity sensor) with starter control on it to turn the fan on/off, adding the mechanical auto damper is just a waste of money and adds to additional maintenance. Do you still want it quoted that way?

Response 18: An automatic shutoff damper is not required in systems with (1) reel to (1) exhaust blower.

Question 19: Regarding section 111151 - 2.1 A6 Positioning Poles - there are only (3) hose reels to quote here. It says one pole per (2) hose reels. Do you want (2) poles or (1) pole then?

Response 19: Provide (2) poles.

Question 20: Regarding section 111151 - 2.1 C 1 Interface Controls with HVAC- This would add a ton of cost and makes no sense to do for this application when each reel has its own fan. Either they are on or off. If we have to do this what kind of communication does that require? Modbus, LAN, CanBus, Ethernet?

I did not see anything for the welding area, in Alsip there was a fan and an arm. Is there anything at this location for welding?

Response 20: The system is not required to communicate back to the BMS. The only controls required are controls necessary to operate the system. See the BMS-System Interface schedule on drawing sheet M-800 for BMS interface requirements. Fume Extractor EF-1 is located in the Welding Area.

Question 21: We have attached a substitution request for the non-penetrating roof edge guard rail at Reconstruction - M-7 Rockford - Construction. Our system, the SafetyRail2000 Architectural series, is an equal guardrail to the listed free standing fall protection system in division 55200.

Response 21: Spec 055200 – Safety Railing System not used, since parapet walls provide fall protection.

Question 22: Please refer to Specification 122413 Roller Window Shades. See Attached for Substitution Request Form. Please confirm if similar Roller Window Shades are acceptable.

Response 22: See Section 012500 - Substitution Procedures. Discussions regarding approved equals and/or alternative V.E. products will be discussed at the appropriate time with the contractor awarded the contract.

Question 23: To allow access to the existing facilities during construction, are there a minimum amount of parking spaces and access space required to be provided by the GC? Will temporary fencing need to be installed to provide separation between existing operations and construction?

Response 23: Per 015519-Temporary Parking Areas, the contractor is responsible for providing their own parking, storage and staging area that will not impede daily operations of the Tollway. Contractor to coordinate location of materials with CM. See 015000-Temporary Facilities and Controls 3.04/H for site fence requirements.

Question 24: I am the local representative for Spaceguard, who provides the caging for the bid for this upcoming project. I have a question on page 87, and there are 3 areas that we are not sure if they are caging or not. Could I get clarification, so I can complete our quote for your review.

Response 24: Keynote tag WMP-10 added to drawings for wire mesh partitions in the Mezzanine and Truck Parking areas. See addendum drawings 1/A-600, 1/A601 and 2/A602. As noted on detail 13/A820, provide 8ft high wire mesh partitions at the Mezzanine and 10ft high wire mesh partitions at Truck Parking.

Question 25: Addendum 1 question 9 states approved dump locations are within three miles of the work area. Do you have more specific information as to the location and access to the proposed dump locations?

Response 25: As noted in the answers issued with Addendum 1, the hill located adjacent to the highway access ramp west of I-90 is a potential site. See the shaded area within the ramp boundaries on the Location Map on G-003. Contractor to coordinate location of materials with CM.

Question 26: How much room will be required for the Tollway employee vehicle parking and/or staging be required for Tollway use while the new building is being constructed?

Response 26: Per 015519-Temporary Parking Areas, the contractor is responsible for providing their own parking, storage and staging area that will not impeded daily operations of the Tollway. Contractor to coordinate Tollway parking with CM.

Question 27: Per the requirements of specification section 28100.2.01.A.b, we are making a request to be listed as a pre-approved contractor for the security system installation on this project. Pro Com Systems is an authorized Hirsch vendor, and has recently worked with the Illinois Tollway installing fiber optic, fire alarm and security systems on the Genoa Road and Irene Road interchanges.

Response 27: Security Management System installation is currently contracted by the Tollway as noted in section 28100/2.01/A/a. No other contractor has been pre-approved at this time.

Question 28: Please verify that all conduit within building footprint underfloor is PVC Coated Rigid.

Response 28: Underfloor conduit is only permitted within the building footprint in Truck Maintenance Workshop for short runs such as lifts (See General Note D on E-102). These would be PVC coated RGS as dictated by General Note C on E-102.

Question 29: Who is to provide new Roadway Lighting Console?

Response 29: Contractor is to provide new roadway lighting console.

Question 30: General Notes on E-102 and other similar Drawings indicate to use surface mounted PVC Coated Rigid Conduit. In the specs it allows for EMT in areas not subject to Physical Damage and GRC in areas where it is subject to physical damage, and PVC Coated only in wet and damp areas. Please verify which one of these is correct and what areas are being classified as wet or damp and which areas are being classified as subject to physical damage.

Response 30: See interior conduit material schedule added to E-002 in Addendum No. 2.

Question 31: Are Feeder Conduits permitted under slab within building?

Response 31: No. Refer to spec 260500 part 3.10/A stating "Provide feeders overhead, unless otherwise indicated on Drawings."

Question 32: Plans A.158 and A.159 Truck Wash Equipment noted for reference only. Please clarify if the truck wash equipment is owner furnish and install or contractor.

Response 32: Contractor to furnish and install.

Question 33: Section 211000.13 - Watermist - This section is referencing an incorrect product type (HiFog MAU - should be HiFog GPU or SPU) and protection scheme (Gas Machinery Space) for the areas of the project. Please obtain the corrected specification from the manufacturer for the Electrical areas and Generator areas.

Response 33: As Engineer of Record, Contractor to select unit that is most appropriate for application based on criteria and included responses.

Question 34: There are 5 watermist protected areas in the main building (101, 102, 106, 136, 139)

Response 34: Correct

a. Are these areas protected from a single GPU or SPU?

Response 34a: As Engineer of Record, Contractor to select unit that is most appropriate for application based on criteria and included responses.

b. Is each area to be a separate zone of suppression or if not, what is the preferred zoning?

Response 34b: Areas are not required to be separated zones.

c. What is the specified protection density for each protected space?

Response 34c: As Engineer of Record, Contractor to select unit that is most appropriate for application based on an Ordinary Hazard, group 2, Occupancy.

d. Where is/are the GPU/SPU unit or units to be located in the facility?

Response 34d: 101 and 102, within space. 106, 136, 139, in mech room 137

e. Is the detection and control to be provided by the fire protection contractor and if so, what are the preferred detection and control products specified?

Response 34e: Fire Protection contractor. Detection shall be minimum required by Manufacturers requirements.

f. Is the fire protection or electrical contractor responsible to carry the cost of the installation of the detection and control system?

Response 34f: This scope is included as part of this contract.

Question 35: There are 2 watermist protected area in the IT Building.

Response 35: Correct

a. Is this building to have a separate GPU or SPU Unit?

Response 35a: It is to be a standalone system

b. Who is bringing water service to the building to supply the pump unit?

Response 35b: There will be no water supply to the building. Will require self-contained system.

c. If this unit is to have a separate unit, where is it to be located in the IT Building?

Response 35c: South room, equipment shelter [300].

d. If the unit is not located in the building, who is responsible for the underground piping and associated protective wrap?

Response 35d: Does not apply

e. Is each area a room (301/300) to be a separate zone?

Response 35e: Not required.

f. What is the specified protection density for each protected room?

Response 35f: Shall be design for Ordinary Hazard, Gp 2.

g. Is the detection and control to be provided by the fire protection contractor and if so what are the preferred detection and control products specified?

Response 35g: General contractor to determine

h. Is the fire protection or electrical contractor responsible to carry the cost of the installation of the detection and control system?

Response 35h: This scope is included as part of this contract.

Question 36: In Section 412324 Mobile Column Vehicle Lifts, you call for a "wireless communication system" in "4 Control System:" letter "u" you call for a "50' cord reel for communications cord management." This is not required since you have called out for a wireless system earlier in the specification. Please advise which type of system you would like.

Response 36: Wireless

Question 37: Plan sheet C304, Note #3 callout is for Type C Curb Modified per pavement, signing and striping details. Curb details are shown on plan sheet C700 for Type C Curb and Type G2 Modified Gutter only. Please provide a detail for Type C Curb Modified.

Response 37: The detail for CONCRETE CURB, TYPE C on sheet C-700 is for Concrete Curb, Type C (Modified). The detail for Concrete Curb, Type C is shown on Tollway Standard B1-07.

Question 38: Plan sheet C103 calls for 6" asphalt shoulder at the north entrance. Shoulder detail on plan sheet C700 shows a Rigid Pavement Section only. No detail is shown on plans for an asphalt shoulder. Please provide.

Response 38: See Special Provisions Division 32 included as part of Addendum 2 for asphalt details.

Question 39: Fuel Tanks - UST Relief Slab detail on sheet C701 calls for 9" concrete with one layer of reinforcement. Detail #3 on plan sheet A-171 calls for 12" PCC (Binary concrete mix) with 2 layers of epoxy coated reinforcements. These details are completely different. Please verify which detail should be used for fuel tanks, oil water separator and sanitary control structure.

Response 39: The detail on sheet A-171 shall be used for the fuel tanks. The detail on sheet C-701 shall be used for the oil water separator and the sanitary control structure.

Question 40: Is there a detail available for preferred jointing where new PCC pavement matches the existing asphalt pavement around the salt storage building?

Response 40: Only a saw cut is required as noted shown on sheet C-301.

Question 41: Note #8 on demolition and removal plans states to coordinate removal of fiber optic cable, telephone cable, equipment building and cable tray/cables with ISTHA Communications Group. Will these items be removed by others or are they to be included in our scope of work?

Response 41: They are included in this scope of work.

Question 42: Please provide plan dimensions for the Waste Oil / Antifreeze concrete pad. Detail on plan sheet C700 shows a section but no overall dimensions.

Response 42: Concrete pad dimensions are approximately 23' x 8'. Contractor to verify final pad dimensions with tank manufacturer's requirements.

Question 43: Utility plan sheet C503 calls for a "proposed liquid chloride tank and concrete slab". Fuel Island plan sheet A171 notes this as "Existing liquid chloride storage tank". Also, SP 106.3 "Coordination with other Contractors" lists Contract RR-15-4230R, description of which includes liquid chloride tanks. I do not recall seeing a tank at this location during the prebid walk through. Please clarify if this storage tank and concrete slab are part of this contract or to be furnished and installed by others.

Response 43: The liquid chloride tank and concrete slab are part of Contract RR-15-4230R which is currently under construction. These items will be existing when the M7 Reconstruction project begins. As noted on C503 and 2/A600 new water service, utility yard hydrant and galvanized steel bollards should be included in scope for this bid.

Question 44: Site plan sheet C102 calls for "Waste oil and antifreeze tank pad". Demolition plan sheet C201 notes to relocate the waste oil tank however there is no mention of relocating or supplying a new antifreeze tank. Also, SP 106.3 "Coordination with other Contractors" lists Contract RR-15-4230R, description of which includes antifreeze tanks. Please clarify if this storage tank is part of this contract or is to be furnished and installed by others.

Response 44: A new antifreeze tank is not included in Contract RR-15-4230R for M7. The antifreeze tank should be included in scope for this bid as noted on 1/A100, 1/A101 and 1/A602. See Process drawings for waste antifreeze details. See Spec Section 111140/2.3/A for basis-of-design product.

Question 45: Site plan sheets C101 through C103, Note #7 calls for #6 tie bars at either 18" OC or 24" OC spacings to interface with concrete pavement. This note only appears where the Type C Modified Curb is labeled. Is this a requirement for all curb or just for the Type C Modified?

Response 45: This is a requirement for all curb.

Question 46: Site plan sheets C101 through C103 include Note #7 that describes curb to pavement tie bar requirements. Sheets C101 and C102 call for dowel bars 18" OC spacing and sheet C103 calls for tie bars 24" OC spacing. Also, the curb detail on plan sheet C700 shows 24" OC spacing. Please clarify the correct note/detail to follow.

Response 46: The note on sheet C-103 shall apply.

Question 47: Demolition plan C200, Note #9 calls for removing water well structure to 2' below grade and filling with native soil. Is there an active well within this structure and are there special requirements to abandon the well?

Response 47: This well has already been abandoned.

Question 48: To clarify Response #15 to bidders questions contained in Addendum #1, will the contractor be allowed to dispose of excess soil at a site of their choice other than an ISTHA supplied location or is it mandatory to utilize ISTHA supplied disposal location as described in Specification section 312000, 3.18(A)?

Response 48: See Spec Section 312000/3.16 and 3.17 for additional information on removal and disposal of surplus materials. As noted in 312000/3.17/B, if an alternate facility to Tollway's pre-approved disposal site is used, the contractor is responsible for all testing, trucking and tipping fees for proper disposal.

Question 49: For offsite excess soil material disposal as described in Specification section 312000, 3.18(A) - What are the contractor's responsibilities regarding access, clearing, topsoil stripping, erosion control, and restoration at these sites?

Response 49: See Spec Section 312000/3.16/A for requirements of surplus material disposal outside the construction limits.

Question 50: In the specs one area calls for concrete mix with cement with fly ash or slag and in another spot the spec calls for slag only. Please clarify what concrete mix is to be used.

Response 50: See revised concrete mix issued as part of Addendum 2.

Question 51: Reference Drawing A-640, Equipment and Furniture Schedule and Specification Section 416223 Fork Trucks. Please provide quantities for the pallet jack and forklift.

Response 51: Provide (1) pallet jack and (1) forklift truck to meet the requirements in Spec Section 416223.

Question 52: Reference Specification Section 051200 – Structural Steel Framing. Please confirm that the AISC Qualified Certified Fabricator requirement for Structural Steel will be waived.

Response 52: Waivers will be accepted, however, the fabricator will need to prove that they have procedures in place that are substantially similar to the AISC certifications and special inspection of the fabrication shop is required during fabrication.

Question 53: Erosion control plan sheets callout for proposed evergreen trees. Please provide tree species and size to be provided.

Response 53: See sheet J-53 in the Special Provisions for the Allowance for Planting and Seeding.

Question 54: I noticed that there is only one relocation of two tanks (used oil & used antifreeze). Questioning the decommission of existing equipment in old garage. Or is the general contractor taking care of this matter?

Response 54: The site currently has one existing waste oil tank that should be relocated as indicated on drawings. A new waste antifreeze tank should be included in scope for this bid as noted on 1/A100, 1/A101 and 1/A602. See Process drawings for waste antifreeze details. See Spec Section 111140/2.3/A for basis-of-design product.

The Tollway will decommission any equipment that they plan to retain. Any equipment not removed by the Tollway is to be disposed of by the contractor.

Question 55: Sheet A-154, detail 11, calls out Keynote RFS-90 which references specification section 07-55-56 which is not included in the specifications issued. Please provide this section.

Response 55: Section 071416 Cold Fluid-Applied Waterproofing has been added with this addendum to replace Section 071326 Self-Adhering Sheet Membrane. Keynote WP-90 has been added to A-154 to replace Keynote RFS-90. Reference to 075556 Fluid-Applied Protected Membrane Roofing removed.

Question 56: Regarding Addendum #1, Q/A response #13, bidders are not allowed additional site visits. Many specialized subcontractors were not yet contacted at the time of the prebid and were not in attendance. Can the Tollway consider allowing additional site visits or at least possibly an additional scheduled site visit for subs and primes? This would be especially helpful for the demolition and abatement contractors.

Response 56: The existing M-7 site is an operational maintenance yard, so no additional visits are allowed. The pre-bid meeting was the only opportunity to visit the site.

Question 57: On the one line Panel DP-3 has a 3 pole 45a breaker feeding a transformer (T-RPFI) for a single phase feed to RP-FI. Is the breaker a 2 pole or are the transformer and panel supposed to be 3 phase?

Response 57: The breaker is a 2-pole breaker. Revision issued in Addendum No. 2.

Question 58: I would like to formally request that the bid date for Contract No: RR-16-4258 (M7 Maintenance Garage) be moved to a date in early or middle of August. My organization has a number of employees that are attempting to take family vacations prior to the start of school. I have spoken to a number our subcontractors and minority contractors and they are having similar issues with staff being on vacation in or around the bid date. The current bid date of July 26th, falls in a very traditional vacation week for families with kids in school (me included in that group). This will cause a number of subcontractors to either not bid the project or place a number that is much greater than it should be due to the lack of time to research the appropriate details. We believe that there will be a significant cost savings for the Tollway with additional time to bid the project. We also believe that this costs savings will be significant enough to offset the scheduling concerns that may be effected by slight change in the bid date.

Response 58: Bid Opening Date has been changed to Thursday, August 4, 2016.

Question 59: Spec section 096623 –Strip materials on page J-783 has two top section widths for the heavy top divider strips, 3/8 inch and 1/2 inch. Sheet A-930 has the divider plans on details 2 and 3 but does not specify where these widths are to be used. Can you provide more information to determine what size is to be used at what locations?

Response 59: Provide metal divider strip with 1/4 inch top-section width as indicated on drawing detail 5/822. Revision to Spec 096623/2.4/3 is included with this addendum.

Question 60: We are looking to bid the roofing portion of this project. Couple of quick questions. Are you aware of scaling issues? Page A103 scale should be 1/32 not 1/16 as noted on the plan. The roofing make-up consists of two layers of insulation, first layer mechanically attached second layer adhered in full spread of dash. Then it speaks of mechanically attaching a 5/8 cover-board then adhering the TPO roofing system. Is this all correct? Lastly, it appears that there are two buildings that will get a adhered TPO roofing system (Facilities & Truck Wash). Then you have one that is a prefabricated building that will not get a roofing system. Then we have a storage building with a standing seam roof. Is this correct?

Response 60: Only the first layer of insulation should be mechanically fastened. All other layers (insulation, cover board and TPO) should be fully adhered with bonding adhesive. Clarification to Spec 075423 is included with this addendum.

The scale of the drawings is correct for full-size prints at 30"x42" sheet size.

Question 61: The best make up of this roofing system would be to fasten the two layered of insulation then adhere the 5/8" cover-board then adhere the TPO. This would cut down thermal heat loss through the last board fasteners that touch the membrane. This would also cut down on labor and material. (extra fasteners) We will bid it anyway you like, I'd like to make sure everyone is bidding the same way.

Response 61: Only the first layer of insulation should be mechanically fastened. All other layers (insulation, cover board and TPO) should be fully adhered with bonding adhesive. Clarification to Spec 075423 is included with this addendum.

Question 62: Are the actual quotes provided by DBE's required to be attached to each of the 2025 forms as part of the proposal submittal at the time of the bid?

Response 62: The original quote from the DBE is needed at time of bid only if the pay items/quantity/unit price for each work item is not listed on the Form 2025 due to space constraints for the number of pay items being reported. The instructions on the DBE/VOSB Form 2025 are as follows: If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Note: The Diversity Department may request the original quote during review of a DBE/VOSB Utilization Plan after bid opening.

Question 63: The existing fiber optic line runs through south end of proposed maintenance building and through the proposed truck wash building. A second fiber optic line also runs northerly along the west side of the proposed maintenance building. The lines ultimately will be relocated to the north of the site with connections made at the proposed equipment building near the tower. Is there a plan for the Tollway to temporarily relocate these fiber lines to facilitate building construction? We have up to 10' of excavation to grade for the building which will not be able to be performed until the fiber is relocated. Work in the truck wash building also will not be able to proceed until the fiber is relocated. Interim date to hand over the equipment building is July 31, 2017 for cabling and connections to tower by Tollway personnel which means the permanent relocate will in no way be available in time for work to begin on the

buildings. Please explain logistics and advise how to proceed with our proposal regarding this issue.

Response 63: Contractor to install conduit going around loop ramp as shown on C-500 Overall Utility Plan. See Note 8 on C-501, C-502 and C-503. The Tollway will install fiber inside conduit. The Tollway shall provide temporary fiber connection to existing Maintenance Building. Tollway shall make final connection to Equipment Shelter when building is made available by the contractor. Contractor to provide all permanent fiber leaving the Equipment Shelter as indicated on plans.

Question 64: For the sake of precision and accuracy, please provide an existing and proposed grading plan with the same scale

Response 64: Additional grading plans will not be made available.

Question 65: We would like to submit as an alternate the dock lift section- 2.3 Dock Lifts, 111319-4 -5a PLT style lift, 6000 lb capacity unit, and VRC requirement, Section 14550- Vertical Reciprocating Conveyor, our FLT hydraulic cantilevered unit. See Attached.

Response 65: The alternate was not submitted according to Section 012500 Substitution Procedures and does not meet the design requirements. Discussions regarding approved equals and/or alternative V.E. products will be discussed at the appropriate time with the contractor awarded the contract.

Question 66: Will the area adjacent to the highway access ramp west of I-90 referred to as "The Hill" be a suitable site to relocate all 123,150 cy of excavated material?

Response 66: Contractor to coordinate with Tollway for volume of fill to be placed at "the hill."

Question 67: Per specification 312000 Part 3.18A will excess asphalt and concrete be relocated at a Tollway approved location within 3 miles of the work area.

Response 67: Excess asphalt and concrete shall be disposed of according to Specification 024119 Part 3.06.

Question 68: On sheet A-800, type B & D interior partitions are called out to have 3-5/8" studs, however no gauge is given. In section 1.02-C-5-b of specification 054000, the "framing system-general" is called out to be 18 gauge. Are we to assume all interior partition framing is 18 gauge?

Response 68: Per Spec Section 054000 1.02/C/5/b and 2.02/A/2, metal studs should be 18 gauge thickness.

Question 69: In section 3.6 of specification 042200, masonry-cell insulation is called out to be installed into masonry unit cells. However, masonry-cell insulation is not called out anywhere on the plans. Is masonry-cell insulation required? If so, please provide locations where this insulation is required.

Response 69: Masonry-cell insulation is not required. Note closed-cell spray insulation used at masonry wall adjacent to storefront system on Storefront Jamb detail 13/A510.

Question 70: The finish schedule on Sheet A-930 states that RTF-50 is to be installed in the Equipment Shelter. On detail 1 on A-160, there are areas that are shaded and areas that are not. Are we to install RTF-50 throughout the room or only in designated areas. F.H. Paschen will assume the tile is to be installed only in the non-shaded areas unless otherwise noted.

Response 70: The entire Equipment Shelter 300 shall have Static Dissipative Resilient Flooring (RTF-50) as indicated by keynote leader lines on 1/A160 in shaded and non-shaded areas. Provide contrasting colors.

Question 71: Detail 10/S-300 Non-Load Bearing Walls - This detail shows the vertical grout and rebar to a height of 2'-8", it also says for addition requirements go to S-600. If you go to 1/S-600 typical wall reinforcing, it looks like the vertical grout and rebar go to top of wall. My question is for non-load bearing walls, vertical rebar height? Which detail should we go by?

Response 71: Both details are correct and both should be followed. The detail you are referring to is 10/S-301 and this detail is mainly used to show how the thickened slab should be constructed and how the dowel reinforcing should tie into the thickened slab. The note says to "grout cells at reinf to 3" above top of dowels" but also says "grout full height at cells containing vertical reinforcing bars". There is also a note which calls out options for what the dowels need to be. Then you can go to sheet S-600 for information about the vertical reinforcing. Basically, vertical reinforcement and the dowels which tie the non-load bearing wall to the slab are different types of reinforcement and are both required.

Question 72: Masonry Specs 042200-12 3.6 Masonry Cell Insulation - What locations are we looking at for the Insulation, exterior CMU walls at High Bay Truck Parking & Wash Bay CMU walls? Can we use Tailored Foam Insulation?

Response 72: Masonry-cell insulation is not required. Note closed-cell spray insulation used at masonry wall adjacent to storefront system on Storefront Jamb detail 13/A510.

Question 73: Can you please provide some clarification in regards to the allowable billing procedure for this project.

Book 2 under section 02-Specifications has the contract provisions. Page J-22 (pg 36 of the pdf file) specifically says the payments are lump sum for the maintenance building and a lump sum for the truck wash building. Page J-50 and J-52(64 and 66 of the pdf) again clarifies that only lump sum payments are made and no measurement of work for progress payment is

considered. There are allowances in J-54 to 58 but again no measurement and only as directed by the engineer in the lump sum payment. There is no provision for monthly progress payments.

Is it the intent of the ISTHA that there will be 3 lump sum payments; mobilization, maintenance building and truck wash building. If that is the case, that will put significant financial strain on the general contractor and will not allow the minority subcontractors to be paid until the entire project is complete.

Response 73: Monthly pay applications will be processed according for the percentage of completion of lump sum items per Tollway standards.

Question 74: Book 1 SP 107.1 calls for Engineering Professional Liability insurance... during the design-build period of the contract... The proposal documents do not indicate this as a Design-Build project. Please advise of your intent and as to whether or not this insurance is required as part of this project.

Response 74: The Engineering Professional Liability insurance is required for work and/or items requiring delegated design as noted in specifications. See 018100 Performance Requirements for certification and qualification requirements.

Question 75: Book 1 SP 107.2 calls for Environmental Protection insurance. Please clarify if the GC must carry these insurance coverages or if it is only required from the subcontractor performing the Environmental work.

Response 75: As noted in SP 107.2, the project contractor is responsible to provide the insurance documentation from their specialized subcontractor, if applicable, who will complete the Work.

Question 76: Due to the project's location, we are having to spend more time searching for interested subcontractors. Can the bid date be postponed to allow more time to perform our outreach in order to have sufficient coverage?

Response 76: Bid Opening Date has been changed to Thursday, August 4, 2016.

Question 77: The drawings downloaded from the BFHX website are not sized properly in order to get the correct scale as indicated. Initial review shows many of the scales having to be doubled in order to get the correct quantity. Please look into this and advise as this may drastically affect subcontractor proposals that may be digitally taken off and this not being accounted for.

Response 77: The scale of the drawings is correct for full-size prints at 30"x42" sheet size.

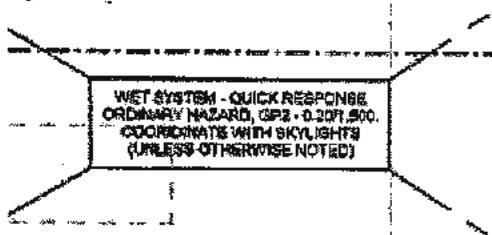
Question 78: 200kW Solar System Alternate: We would like to propose alternate components that deliver a superior complete system

Response 78: The alternate was not submitted according to Section 012500 Substitution Procedures. Product in Section 263100 Photovoltaic Energy Equipment is listed as basis-of-design with the option for comparable products to be approved by the owner (Tollway). Discussions regarding approved equals and/or alternative V.E. products will be discussed at the appropriate time with the contractor awarded the contract.

Question 79: Please reference 125100 Furniture. Item SLV-1 is shown on A-640 as 97x48x18 inches, while 125100 shows it as 72x48x24. Item SLV-2 is shown on A-640 as 72x36x18, while 125100 doesn't indicate SLV-2. Please clarify required sizes.

Response 79: Provide 97X48x24 for SLV-1. Provide 72x36x18 for SLV-2.

Question 80: I have a snapshot below of a note from sheet FP100. What does it mean when it asks to coordinate around skylights? Do I need to route my pipe around the skylights? Or is it just telling me to put heads in the skylights? I take it as I just need to add heads in the skylights, but if I need to route around the skylights, I want to make sure I have the all of the offsets figured. Please let me know how I should proceed.



Response 80: Contractor is the Engineer of Record. They are required to determine and provide what is Code required.

Question 81: Where does the FP contractors work begin in the mechanical room?

- Do we start at a flange inside the building?
- Do we start at the discharge of the backflow? (Illinois requires a licensed plumber to install and test the backflow)

Response 81: Usually from a flange inside the building. I didn't include the backflow, but we could as long as the plumber is aware he has to include it.

Question 82: There is a feed to hydrants after the backflow in the mechanical room.

- Do we need to tie into a flange that is stubbed up that feeds these hydrants?
- Are the hydrants and all the associated underground work to feed the hydrants by a civil contractor and not the fire protection contractor?

Response 82: Usually part of utilities. If utilities is doing it, yes, then FP contractor to connect to flange.

Question 83: In division 230923 DDC Controls, three manufacturers are listed American Auto Matrix, Precision Controls, And Johnson Controls. Is there an existing control system that is local or system wide I have to tie into.. If so, can we have the contact information and defined scope so we can delineate. It is the Johnson Controls non-proprietary BAS system the one listed in the specification?

Response 83: Yes, that requirement is identified in Section PART 1, 1.01, B. Description (p. J-1198). Controls will be non-proprietary.

Question 84: We would like to use, as an alternate truck wash, Whiting Systems

Response 84: The alternate was not submitted according to Section 012500 Substitution Procedures. Product in Section 111126 Vehicle Washing System is listed as basis-of-design with the option for comparable products to be approved by the owner (Tollway). Discussions regarding approved equals and/or alternative V.E. products will be discussed at the appropriate time with the contractor awarded the contract.

Question 85: Can we have a time extension for the bid opening?

Response 85: Bid Opening Date has been changed to Thursday, August 4, 2016.

Question 88: At the prebid it was stated that a copy of all prebid meeting attendees business cards would be sent out in addendum 1 but all that was released in addendum 1 was the sign in sheet. Will you be sending out a copy of the business cards?

Response 88: Scanned business cards from the pre-bid meeting are included with this addendum. See attached.



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**ADDENDUM No. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-16-4258
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: June 23, 2016

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 AM local time July 26, 2016.

NOTICE TO REVISIONS TO CONTRACT

NOTES:

1. The following revision of Contract Requirements is included with this addendum and must be inserted into the Contract Proposal by the Bidder:
Volume I – I-3R.
2. Meeting minutes and sign in sheets from the optional pre-bid site meeting held on June 16, 2016 and are included in this addendum.
3. Responses to questions from Plan Holders are included in this addendum.

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change No. 1

Contract Requirements, Volume I, Instructions and Information to Bidders, Replace Page I-3 with I-3R (attached).

This replacement contains the following revisions:

1.1 **9. Qualifications of Bidder**

The Illinois Tollway follows the procurement rules set by the Illinois Department of Transportation (IDOT) for the procurement of construction and professional services. The bidder must demonstrate experience and competence with project of similar or greater complexity, size, and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT) and submit with the bid the appropriate "Certification of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

END OF ADDENDUM CHANGES

damages of every nature and description sustained, directly or indirectly, by the Illinois Tollway as a result of entering into Contracts based upon, among other things, the execution of such false affidavit.

9. **QUALIFICATIONS OF BIDDER**

The Illinois Tollway follows the procurement rules set by the Illinois Department of Transportation (IDOT) for the procurement of construction and professional services. The bidder must demonstrate experience and competence with project of similar or greater complexity, size, and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT) and submit with the bid the appropriate "Certification of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

The bidder that currently employs or at any time during the 365 days prior to the bid employed 15 or more employees must also have an IDHR public contract number, or submit evidence of application, from the Illinois Department of Human Rights (IDHR).

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

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

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

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

The bidder shall submit with its Bid the forms "Plant and Equipment Questionnaire" and "Current Contractual Obligations", to supplement the information contained in the qualifications questionnaire required in the paragraph above.

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

10. **AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS**

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



Capital Program

MEETING MINUTES

MEETING PURPOSE: Optional Pre-Bid Meeting for
RECON - M-7 ROCKFORD - CONSTRUCTION

MEETING DATE/TIME: June 16, 2016
10:00 a.m.

CHAIRPERSON: Joanna Littrell

LOCATION: M-7

Project#: RR-16-4258

PREPARED BY: Kevin Stephens

ISSUE DATE: June 23, 2016

Item #	Item Description
1.0	The meeting began at 10:00 a.m. in the M-7 maintenance building. Joanna Littrell (PM, Tollway/AECOM) provided an introduction to the meeting. Littrell stated that the meeting was an optional pre-bid meeting for Contract RR-16-4258 Recon - M-7 Rockford - Construction.
2.0	Littrell explained that all bidder questions should be emailed to her and that responses will be provided as part of Addendum #1.
3.0	Littrell introduced Kristen Hamilton from Tollway Department of Diversity and Strategic Development. Hamilton provided information on the diversity policies of the Tollway construction projects and various programs such as, Disadvantaged Business Enterprise (DBE) and Veteran Business Program. She noted that the department is available to answer questions about the application process and requirements.
4.0	Littrell introduced Epstein as the project designers. Bradley Dennis (PM, Epstein) introduced Kevin Stephens (Architect, Epstein) and Dina Levin (Civil Engineer, Epstein).
5.0	Dennis gave an overview of the project including the main site elements and program of each.
6.0	Dennis pointed out that the project requires a large excavation effort.
7.0	Dennis noted that the building would require LEED silver certification and 3rd-party commissioning.
8.0	Presentation boards were on display for bidders to view. One board included the site plan. The other board included exterior and interior building renderings.
9.0	The floor was then opened up to questions. See attached for bidder questions.
10.0	Prior to walking the site, Ed Flores (DPM, Tollway) reminded all bidders to sign the sign-in sheet and provided business cards for clarity.
11.0	The group proceeded to walk the site at M-7 to view the existing radio room, communication tower, maintenance building, salt barn, fuel island and site landscape.
12.0	At the end of the walk, Flores asked for any additional questions and thanked bidders for attending. He also reminded bidders that they would not be allowed to return to the site for further review.



Capital Program

SIGN-IN SHEET

MEETING PURPOSE: **RR-16-4258 Pre-Bid Meeting**
 MEETING DATE: **June 16, 2016**
 MEETING TIME: **10:00**
 CHAIRPERSON: **Johanna Littell**
 LOCATION: **M-7 Maintenance Garage Lane Adams Memorial Tollway - Mile Post 15.2, Rockford, IL**

ATTENDEES: PROJECT #: **RR-16-4258**

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11.	Ted EWING	ESTIMATOR	MADISON CONSTRUCTION	708-535-7716	ted.ewing@madisonconstruction.net



Capital Program

SIGN-IN SHEET (Cont.)

MEETING PURPOSE: **...**
MEETING DATE: **...**

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15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					



Capital Program

SIGN-IN SHEET (Cont.)

MEETING PURPOSE: REGIONAL ROCKFORD AUCTION #25 - I-90 Bill
 MEETING DATE: June 16, 2016

NAME	TITLE	COMPANY/ ORGANIZATION	PHONE NUMBER	EMAIL ADDRESS
26. Leigh Ann Seebund	Estimator	William Charles Const	815/654-4700	estimator@williamcharlesconstruction.com
27. Tracy Fudge	Estimating Support	William Charles	815-654-4700	estimating@williamcharlesconstruction.com
28. Mercedes Del Solva	DIRECTOR COMPETITIVE DIRECTOR	William A. Harris REIGNOR BENSON	815-636-3019	mdsolva@williamcharles.com
29. Jerry Bell	Owner	JBS Bus. Assoc. Group	815 641 7434	Jerry.Bell@JBS-Bus.Assoc.Group.com
30. Kathleen Ann Stark	ESTIMATOR	PROGRESSIVE RELIANT	891-979-4249	kannstark@progressive-reliant.com
31. Chris Blake	Director General Const	Brookway Electric	847-593-0001	cblake@bei-chicago.com
32. Nick Bastia	Project Manager	Judlow	630-270-7134	nbastia@judlow.com
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36. Sagn Bhatnagar	Estimator	John Burns Construction	708-370-3330	shattenhausen@jbsco.com
37. Paul Munson	ESTIMATOR	NORTHERN ILLINOIS SERVICE	815-874-4422	estimating@northernillinoiservice.com
38. Peter Capes	ESTIMATOR	WILLIAM CHARLES CONST.	815-654-4700	estimating@williamcharlesconstruction.com
39. Elijah King	Technical Engineer	LEVEL-1	708-250-4193	eking@level-1.com



Capital Program

SIGN-IN SHEET (Cont.)

MEETING PURPOSE: RECON/IM-7 ROCKFORD CONSTRUCTION (RR-16-4258) Pre-Bid Meeting

MEETING DATE: June 16, 2016

	NAME	TITLE	COMPANY/ ORGANIZATION	PHONE NUMBER	EMAIL ADDRESS
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49.	ED FLORES	DPM	TOLLWAY	630-241-6800	eflores@getipass.com
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51.	Dina Lewin	Civil Engineer	EPSTEIN	312-429-8062	dlevin@epsteinglobal.com
52.					
53.					

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
REFERENCE: REQUESTED INFORMATION FROM PROSPECTIVE BIDDERS

The following responses to perspective bidder questions are provided:

Question 1: Please clarify the prequalification and experience requirements for contractors bidding on the project. The advertisement documents suggest that bidders must demonstrate previous experience and competence with similar complexity, size, and cost or to be prequalified by the Capital Development Board or IDOT. In addition, Section I-3 Section 9 states that the bidder must be prequalified through IDOT.

Response 1: See revisions to bidder qualifications as issued with Addendum No. 1 on sheet I-3R.

Question 2: Is prime contractor required to self-perform 35%?

Response 2: No. See Volume I, Required Documents to be Returned with Bid, Proposals, Page P-5 for requirements.

Question 3: Are there requirements for both DBE and MBE participation?

Response 3: No. The Tollway does not differentiate between MBEs and DBEs. See Volume I, Required Documents to be Returned with Bid, Pages DBE-1 thru DBE-23 for requirements.

Question 4: Is abatement in GC's scope of work?

Response 4: Yes. Asbestos abatement is included in the contract's scope of work. See contract documents including Specification Section 028213 Hazardous Materials Abatement for requirements.

Question 5: Is temporary fuel storage required for the project?

Response 5: Temporary fuel facilities are required. See contract documents including Fuel Island drawings and Specification Section 015000 Temporary Facilities and Controls for requirements.

Question 6: Does the required 3rd-party commissioning include equipment in addition to HVAC systems?

Response 6: See Specification Section 019100 General Commissioning Requirements, for general commissioning requirements. See individual equipment specifications for submittal requirements of manuals, training, operation and maintenance information.

Question 7: Is shoring required for the existing communication tower when constructing the new equipment shelter?

Response 7: See contract documents including Excavation Protection on Drawing S-001 Structural General Notes.

Question 8: How should contractors price the connection of the new equipment shelter grounding loop to the existing halo grounding ring at the communication tower?

Response 8: See contract documents including Drawings E-010, E-160 and Specification Section 133619 Tower Accessories & Connectivity for grounding requirements. As noted, the grounding system shall meet Motorola's R-56 guidelines.

Question 9: Does excavated material stay on site?

Response 9: Per Spec 312000/Part 3.18/A, excavated material may be relocated at a Tollway approved location within three miles of the work area. The hill located adjacent to the highway access ramp west of I-90 is a potential site. Contractor to coordinate location of materials with CM. See Specification Section 312000 Earthwork for additional information and requirements.

Question 10: Who is responsible for obtaining the building permit?

Response 10: The Illinois Tollway is a state agency and is not required to obtain a building permit. IEPA, sanitary, and other permits are required as noted in the contract documents.

Question 11: Will there be a separate entrance for construction vehicles?

Response 11: The M-7 site will be operational during construction. There are currently two access drives to the site. Contractor to coordinate access to the site with CM prior to construction. See Special Provisions Volume II, SP 109 Working Hours and Prosecution of the Work, for more information.

Question 12: Does the Tollway require the use of union labor?

Response 12: See contract documents including Special Provisions Volume I, Instructions and Information to Bidders, Part 7 Wage Stipulations for requirements.

Question 13: Are additional site visits allowed?

Response 13: No. Bidders are not allowed to enter or visit the site after the pre-bid meeting.

Question 14: The Illinois Tollway has traditionally used Rotary Vehicle Lifts in the maintenance facilities due to availability of parts and service. Will Rotary Lift's comparable products be accepted as alternates to specified products for Sections 412323, 412324 and 412325?

Response 14: Products in Sections 412323, 412324 and 412325 are listed as basis-of-design with the option for comparable products to be approved by the owner (Tollway). See Section 016000 Product Requirements for explanation of basis-of-design.

Question 15: When can we expect Addendum #1 for the Tollway M7 Building Project? Will a location be provided for the excess dirt on this project?

Response 15: As noted in Specification Section 312000/Part 3.18/A, excavated material may be relocated at a Tollway approved location within three miles of the work area. The hill located adjacent to the highway access ramp west of I-90 is a potential site. Contractor to coordinate location of materials with CM. See Specification Section 312000 Earthwork for additional information and requirements.

RR-16-4258

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

CONTRACT NO: RR-16-4258

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 a.m., local time, August 4, 2016, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for June 16, 2016 at the M-7 Maintenance Garage on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 in Rockford, at 7910 East State. The meeting will be held at the M-7 Maintenance Site at 10:00 AM.

The work to be done under this Contract shall be started on or about October 10, 2016. All work under this Contract shall be completed by August 31, 2018.

The work under this Contract shall consist of: Removal and installation of new underground fuel storage tanks including soils remediation; site grading for detention, building foundations, and paving; replacement of sanitary sewer and lift station and storm sewer on site; installation of site lighting; construction of an maintenance facility and truck wash facility; installation of a communications shelter; upgrading servers and network switches; achieve LEED Silver Certification as mandated by the State of Illinois Green Buildings Act.

The work under this Contract is to be performed at the M-7 Maintenance Yard of the Illinois State Toll Highway Authority on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 at 7910 East State, Rockford in Winnebago County, Illinois.

Bidders must demonstrate experience and competence with project of similar or greater complexity, size, and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB): or Illinois Department of Transportation (IDOT).

Joint Ventures shall be limited to 3 individually pre-qualified members as specified in the above paragraph.

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Joanna Littrell at jlittrell@getipass.com, to be received no later than 2:00 p.m. local time on July 15, 2016.

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

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

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

DATE: **June 2, 2016**
(Rev. 04/01/2016)
Contract No RR-16-4258
Addendum No 2

A-1R

July 21, 2016

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

CONTRACT NO: RR-16-4258

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 a.m., local time, July 26, 2016, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for June 16, 2016 at the M-7 Maintenance Garage on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 in Rockford, at 7910 East State. The meeting will be held at the M-7 Maintenance Site at 10:00 AM.

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Bidders must demonstrate experience and competence with project of similar or greater complexity, size, and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT).

Joint Ventures shall be limited to 3 Individually pre-qualified members as specified in the above paragraph.

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

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

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

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

DATE: June 2, 2016

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. It is highly recommended that vendors register on the Illinois Procurement Gateway at [https://ipg/vendorreq.com](https://ipg.vendorreq.com)

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

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

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

Forms A Section

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

<http://www.illinoistollway.com/doing-business/construction-engineering/consultant-contract-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.

<http://www.illinoistollway.com/doing-business/construction-engineering/consultant-contract-forms>

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or 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

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

III. CONTRACTOR ASSURANCE

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

IV. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of 28.50% of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime Contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

VI. BIDDING PROCEDURES

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

A. Submission of the Disadvantaged Business DBE Utilization Plan

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.

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

The DBE Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or demonstrate and document its good faith efforts to meet the goal. The DBE Utilization Plan shall further provide the name, telephone number, email address and telefax number 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. If the bidder is a DBE Joint Venture, each Joint Venture partner must provide the attestation to the DBE Utilization Plan.

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.

The Utilization Plan must include a DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal. 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:

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

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

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

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

3. The price to be paid to each DBE for the identified work, specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, the Form must indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
4. A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform a commercially useful function on the project; and
5. If the bidder is a joint venture comprised of DBEs and non-DBEs, the Plan must also include a clear identification of the portion of the work to be performed by the DBE joint venture partner(s).

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

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

B. Counting DBE Participation

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

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

2. The entire amount of fees or commissions charged by a DBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
3. One hundred percent of the cost of trucking services utilized on the contract shall be counted, provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will only be applied for trucking activity to and from the ISTHA job site. Credit will be given for the following: (1) the DBE may lease trucks from another DBE, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. (2) The DBE may also lease trucks from a non-DBE, including from an owner-operator. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE for trucks that are leased from a non-DBE.
4. When a DBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the DBE with its own forces and for which it is separately at risk, shall be counted. A Joint Venture may also count the dollar value of work subcontracted to DBEs other than the DBE Joint Venture partner(s). Work performed by the forces of the non-DBE joint venture partner shall not be counted toward the DBE goal. The Tollway will evaluate the Joint Venture agreement, which must be submitted with the DBE Utilization Plan, for conformance with this Special Provision and eligibility for credit towards meeting the goal. The agreement must describe in detail the financial contribution of each partner; the list of personnel and equipment contributed and used by each partner; the responsibilities of each partner for each aspect of the joint venture; if applicable, the bonding capacity of each partner; if applicable, the prequalification status of each partner; the basis and distribution of all profits and losses; and any other elements deemed relevant by the Tollway.
5. One hundred percent of the cost of the materials obtained from a DBE Manufacturer, as that term is defined in 49 C.F.R. § 26.55(e) shall be counted towards the DBE contract goal. Sixty-percent of the cost of the materials or supplies obtained from a DBE Regular Dealer or Supplier, as those terms are defined in 49 C.F.R. § 26.55(e), shall be counted towards the DBE contract goal. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted towards the DBE contract goal only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.
6. One hundred percent credit will be counted towards the DBE contract goal for the value of fees and commissions for the procurement of materials and supplies if the DBE is not a regular dealer or manufacturer, provided such fees or commissions are determined by the Tollway in its sole discretion to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials or supplies themselves shall be counted towards the contract goals.

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

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

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

C. Demonstrating Commercially Useful Function

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

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

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

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

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

Each Contractor identified as the low bidder who has a DBE commitment less than the advertised DBE goal shall be allowed, upon email notification from the Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a bidder is notified on Monday, extended documentation period concludes on Wednesday at 5:00 pm). 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

DBE - 7

additional DBE commitments to meet the contract goal are secured by the end of the extended documentation period. If additional DBE commitments sufficient to meet the advertised contract goal are not secured, the Contractor shall report the final good faith efforts made during the extended documentation period along with a request for a waiver pursuant to subsection E of this section. All additional efforts taken by the bidder before and during the extended documentation period will be considered as part of the Contractor's good faith efforts.

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

E. Good Faith Efforts Procedures

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

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

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

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

1. Soliciting through all reasonable and available means (e.g., attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the bidder. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than 5 calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (e.g., email and fax). The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs.
 - a. Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the Contractor.

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

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

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

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

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

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

VII. CONTRACT COMPLIANCE

A. Forms to be Submitted

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

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

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

B. Changes to the DBE Utilization Plan

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

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

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

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

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope or schedule;
5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
8. Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

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

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

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

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

C. The submission of the DBE Payment Report

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

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

disagreement concerning the final payment exists between the Contractor and the DBE or if the Contractor believes that the DBE's work has not been satisfactorily completed.

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

VIII. SANCTIONS

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

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

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

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

Department, and anyone else in his/her discretion, and shall render a final decision on the Contractor's appeal within 30 calendar days

IX. INACCURATE OR FRAUDULENT REPORTING

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

X. OTHER REGULATIONS

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



(1) POLICY -

It is ISTHA's policy that Disadvantaged Business Enterprises (DBEs) as defined in the Special Provision shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the Special Provision apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that DBEs as defined in the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the Special Provision to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. The Contractor shall not discriminate on the basis of any protected category identified by law in the award and performance of contracts.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description: RECON - M-7 ROCKFORD - CONSTRUCTION, JANE ADDAMS MEMORIAL HIGHWAY TOLLWAY (I-90) Mile Post 15.2

Contract Number: RR-16-4258 Bid Due Date: 8/4/16

Prime Contractor: William Charles Construction Company, LLC Core Amount: \$24,645,281.70

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as follows:

TOTAL DBE COMMITMENT: \$ \$7,432,525.00 DBE PERCENT OF CORE BID AMOUNT: 30.1 %

Meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE:

TOTAL DBE COMMITMENT: \$ _____ DBE PERCENT OF CORE BID AMOUNT: _____ %

Attached are the signed Statements required by the Special Provision committing to the use of each DBE participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$ _____ AND PERCENTAGE: _____ %

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. Also attached is DBE Form 2025 - Participation Statements for each participating DBE indicating the level of participation.

William Charles Construction Company, LLC

 resident
 Company Representative (Title)

The "as-read" Low Bidder is required to comply with the Special Provision. Submit only one DBE Utilization Plan for each Project. The DBE Utilization Plan and Participation Statement(s) (DBE Form 2025), with original signatures, are to be submitted with the bid. Each DBE company listed on a DBE Participation Statement must be listed in a certifying agency's database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, will require resubmission of both DBE Forms 2025 and 2026.



(1) POLICY -

It is ISTHA's policy that Disadvantaged Business Enterprises (DBEs) as defined in the Special Provision shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the Special Provision apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that DBEs as defined in the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the Special Provision to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. The Contractor shall not discriminate on the basis of any protected category identified by law in the award and performance of contracts.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description RECON - M-7 ROCKFORD - CONSTRUCTION, JANE ADDAMS MEMORIAL TOLLWAY (I-90) Mile Post 15.2

Contract Number RR-16-4258 Bid Due Date 8/4/16

Prime Contractor William Charles Construction Company, LLC Core Amount: 24,645,281.70

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as follows:

TOTAL DBE COMMITMENT: \$ 7,458,355.00 DBE PERCENT OF CORE BID AMOUNT: 30.3 %

Meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE:

TOTAL DBE COMMITMENT: \$ _____ DBE PERCENT OF CORE BID AMOUNT: _____ %

Attached are the signed Statements required by the Special Provision committing to the use of each DBE participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$ _____ AND PERCENTAGE _____ %

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. Also attached is DBE Form 2025 - Participation Statements for each participating DBE indicating the level of participation.

William Charles Construction Company, LLC 8/4/16

By:  resident

Ben Holmstrom

The "as-read" Low Bidder is required to comply with the Special Provision. Submit only one DBE Utilization Plan for each Project. The DBE Utilization Plan and Participation Statement(s) (DBE Form 2025), with original signatures, are to be submitted with the Bid. Each DBE company listed on a DBE Participation Statement must be listed in a certifying agency's database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, will require resubmission of both DBE Forms 2025 and 2026.

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name Architectural Systems, Inc.
 Owner James Chavez
 Address 
 > [Map This Address](#)
 Phone 773-715-6989
 Email jameschavez.asi@gmail.com

Certification Information

Certifying Agency City of Chicago
 Certification Type MBE - Minority Business Enterprise
 Certification Date 11/20/2015
Renewal Date **11/30/2016**
 Expiration Date 11/30/2019
 Certified Business Description DOORS AND WINDOWS;WINDOW INSTALLATION, MAINTENANCE AND REPAIR (METAL) WINDOW AND DOOR INSTALLATION AND REPAIR;Windows, Frames, and Sashes, Aluminum;Doors, Aluminum and Glass, All Types

Commodity Codes

Code	Description
NAICS 238130	Carpentry, framing
NAICS 238150	Glass and Glazing Contractors
NAICS 423310	Windows and window frames merchant wholesalers

Customer Support

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CONTRACT # RR-16-4258

DBE FIRM NAME: ARCHITECTURAL SYSTEMS INC.
CHECK ALL THAT APPLY: DBE MBE WBE SDB SBA

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

DBE CONTRACTOR: TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: N UNDER CONTRACT TO: RAGNAR BENSON

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO.	DESCRIPTION (Indicate whether furnish only, or both furnish and install)	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Indicate to DBE of contract amount if firm is a SUPPLIER)
JT130110	Site & Bldg. Const. STOREFRONTS ALUMINUM DOORS GLAZING POLYCARBONATE WALL ASSEMBLY PANEL WINDOWS	1		471,861		471,861
JT131900	Truck Wash Bldg. POLYCARBONATE PANEL WALL ASSEMBLY	1		68137		68137
TOTALS FOR THIS DBE FIRM				\$540,048.00		\$540,048.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #18671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor: [Redacted] President
 Date: 8/4/2016
 Contact: Leigh Ann Seebach
 Phone: 815-651-4700
 Firm Name: Williams Charles Construction Co
 Address: 5740 Nimble Rd, Loves Park, IL 61111

Signature for DBE Firm: [Redacted] PRESIDENT
 Date: 8/3/16
 Contact: JAMES M CHAVEZ
 Phone: 773 715 6989
 Firm Name: ARCHITECTURAL SYSTEMS INC.
 Address: 4224 FOXBROOK CT, KANKAKEE, IL 60901



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 16 2016

Karen Marie Riffice
Amalgamated Services, Inc.
7248 Benton Drive
Frankfort, IL 60423

Dear Karen Marie Riffice:

We are pleased to inform you that Amalgamated Services, Inc. has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **4/15/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **4/15/2017, 4/15/2018, 4/15/2019, and 4/15/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/15/2021**.

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

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

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

238220 - Plumbing, Heating, and Air-Conditioning Contractors

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

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

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/jk





CONTRACT # RR16-4258

DBE FIRM NAME: Amalgamated Services, Inc.

CIRCLE ALL THAT APPLY: DBE MBE WBE SBA(a)

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Row 1: J130110, Site + Building Construction - partial HVAC, 15, \$750,000, \$750,000.

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #15671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution.

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 Prime Contractor: [Redacted] Title: V.P. Date: 8/4/2016 Contact: Leigh Ann Seebruck Phone: 815-654-4700 Firm Name: William Charles Construction Co. Address: 5290 Nimtz Rd, Loves Park, IL 61111

Signature for DBE Contractor: [Redacted] Title: President Date: 7-21-2016 Contact: Karen M. Ruffin Phone: 815 464 0447 Firm Name: Amalgamated Services, Inc. Address: 7249 West Benton Drive, Frankfort, IL 60423



Illinois Department of Transportation

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

May 2, 2016

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Frank Abitua
Abitua Sewer, Water & Plumbing, Inc.
887 Church Rd.
Elgin, IL 60123

Dear Mr. Abitua:

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

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

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

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

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

Sincerely,

A black rectangular box redacting the signature of Debra A. Clark.

Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises



CONTRACT # RR-16-4258

DBE FIRM NAME: ABITUA SEWER, WATER & PLUMBING

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

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Includes entry for JT130110 SITE AND BUILDING CONSTRUCTION - Partial with handwritten 'See attached' and a totals row showing \$708,047.00.

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization item #J5671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor.

Signature and Title of Prime Contractor: William Charles Construction Co, President, Date: August 4th 2016, Contact: Leigh Ann Seebrock, Phone: 815-654-4700, Address: 5290 Niwiz Rd. Louis Fork, IL 61111

Signature and Title of DBE Contractor: ABITUA SEWER, WATER & PLUMBING, President, Date: 7/26/16, Contact: FRANK ABITUA, Phone: 647-741-7777, Address: 117 CHURCH RD, ELGIN IL 60123

Sewer and Water Proposal

Abitua Sewer, Water & Plumbing Inc.

887 Church Road

Elgin, IL 60123

Phone: 847-741-7777

Fax: 847-741-7780

Bid Date: 7/26/2016
Item - Contract: RR-16-4258

Job Name: ISTHA Recon M-7
 Rockford

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
	4" PVC SDR26 Sanitary Sewer	24.00	LF	
	6" PVC SDR26 Sanitary Sewer	23.00	LF	
	8" PVC SDR26 Sanitary Sewer	853.00	LF	
	10" PVC SDR26 Sanitary Sewer	10.00	LF	
	4' Dia Sanitary MH	8.00	EA	
	Oil Separator	1.00	EA	
	Sanitary Control Structure	1.00	EA	
	4" PVC SCH 80 Vent Pipe for OWS & San Con Str	40.00	LF	
	Sanitary Sewer Removal	995.00	LF	
	Sanitary Manhole Removal	6.00	EA	
	Connect Exist Pipe to Proposed MH	3.00	EA	
	Connect Proposed Pipe to Exist MH	1.00	EA	
	Sanitary			\$224,208.00
	2" PVC DR18 Water Main	210.00	LF	
	4" PVC DR18 Water Main	364.00	LF	
	6" DIP CL-52 Water Main	25.00	LF	
	6" PVC DR18 Water Main	30.00	LF	
	8" DIP CL-52 Water Main	170.00	LF	
	8" PVC DR18 Water Main	1,900.00	LF	
	Utility Yard Hydrant	1.00	EA	
	Fire Hyd w/6" Valve & Valve Box	4.00	EA	
	2" Valve w/Valve Box	1.00	EA	
	4" Valve w/Valve Box	1.00	EA	
	8" Valve w/Valve Box	2.00	EA	
	Bore & Jack 20" Steel Casing Pipe	123.00	LF	
	Press Conn, 24x8 Tap Slv, 8" Vlv & Vlv Box	1.00	EA	
	Cut In Conn to Exist WM w/8x6 Reducer	1.00	EA	
	Remove Water Main	260.00	LF	
	Remove Water Valve	2.00	EA	
	Remove Fire Hyd & Valve	1.00	EA	
	Abandon, Plug & Fill Exist 8" WM	445.00	LF	
	Abandon Water Struct, Note 9, Sht C-200	1.00	EA	

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
	Water			\$280,010.00
	6" PVC DR18 Storm Sewer	182.00	LF	
	8" PVC DR18 Storm Sewer	290.00	LF	
	12" RCP Type 2 Storm Sewer	139.00	LF	
	15" RCP Type 2 Storm Sewer	152.00	LF	
	18" RCP Type 2 Storm Sewer	193.00	LF	
	30" RCP Type 2 Storm Sewer	417.00	LF	
	36" RCP Type 2 Storm Sewer	227.00	LF	
	15" WMQ Storm Sewer	55.00	LF	
	30" WMQ Storm Sewer	20.00	LF	
	36" WMQ Storm Sewer	20.00	LF	
	18" Concrete End Section for Pipe Cul	1.00	EA	
	30" Concrete End Section for Pipe Cul	2.00	EA	
	36" Con End Sect w/Traversable Grate	1.00	EA	
	30" Headwall Type III, 1:3 Slope	1.00	EA	
	30" Headwall Type III, 1:3 Slope w/Grate	1.00	EA	
	2' Dia Inlet TyA, Ty1 Fr & Lid	1.00	EA	
	4' Dia Catch Basin TyA, Ty1 Fr & Lid	4.00	EA	
	5' Dia Catch Basin TyA, Ty1 Fr & Lid	2.00	EA	
	4' Dia Manhole TyA, Ty1 Fr & Lid	3.00	EA	
	5' Dia Manhole TyA, Ty1 Fr & Lid	4.00	EA	
	7' Dia Restrictor Manhole	1.00	EA	
	Remove Inlet	2.00	EA	
	Remove Manhole	2.00	EA	
	Remove Headwall	3.00	EA	
	Remove Storm Sewer	90.00	LF	
	Plug and Fill Culvert	1.00	EA	
	Storm			\$229,659.00
GRAND TOTAL				\$733,877.00

Please note: Deduct \$25,897.00 from the total of \$733,877.00. This portion of the work will be done by a subcontractor.
TOTAL DBE \$707,980.00

NOTES:

- We Include the Hauling of Spoils to Tollway Dump within Three Miles of the Work Area.
- We Can Provide A Machine and Operator to Knock Down Our Spoils in the Dump for An Additional \$16,000.
- Aggregate Trench Backfill Included to Subgrade in Pavement Areas.
- 4" OWS & San Con Str Vent Pipe run in within 5' of Maintenance Bld & Truck Wash.

EXCLUSIONS:

- Environmental Impact/Pollution Liability Insurance
- Work Within Five Feet of the Building
- Bond
- QCQA
- Sales Tax
- Layout
- Saw Cutting
- Pavement Removal, Patching and/or Replacement
- Restoration
- Traffic Control and/or Flaggers
- Street Sweeping

As-Built and/or Record Drawings
Permit, Licenses and/or Inspection Fees
Inlet Protection
Rip Rap
Erosion and/or Sediment Control
Cleaning of Structures, Sewers and/or Culverts
Rock Excavation
Compaction Testing
CCDD Testing
Handling and/or Disposal of Non-Special and/or Special Waste
Unsuitable Excavation Below Pipe Invert
Televising and/or Testing of Sewers
Dewatering Other Than Sumping
Temporary Access
Stabilized Construction Entrance



CONTRACT # RR-16-4258

DBE FIRM NAME: ABITUA SEWER, WATER & PLUMBING

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

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Includes entry for JT130110 SITE AND BUILDING CONSTRUCTION - Partial with handwritten 'See attached' and a totals row showing 733,877.00.

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #J5671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount. 2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor.

Signature for Prime Contractor: [Redacted] Title: President

Date: August 4, 2016 Contact: Leigh Ann Seebruck Phone: 815-654-4700 Firm Name: William Charles Construction Co. Address: 5290 Nimitz Road, Loves Park, IL 61111

Signature for DBE Firm: [Redacted] Title: PRESIDENT

Date: 7/26/16 Contact: FRANK ABITUA Phone: 847-741-7777 Firm Name: ABITUA SEWER, WATER & PLUMBING Address: 887 CHURCH RD, ELGIN, IL 60123

Sewer and Water Proposal

Abitua Sewer, Water & Plumbing Inc.

887 Church Road

Elgin, IL 60123

Phone: 847-741-7777

Fax: 847-741-7780

Copied: Pete / Tracy

By Jen Kotara at 4:24 pm, Aug 03, 2016

Bid Date: 7/26/2016
Item - Contract: RR-16-4258

Job Name: ISTHA Recon M-7
Rockford

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
	4" PVC SDR26 Sanitary Sewer	24.00	LF	
	6" PVC SDR26 Sanitary Sewer	23.00	LF	
	8" PVC SDR26 Sanitary Sewer	853.00	LF	
	10" PVC SDR26 Sanitary Sewer	10.00	LF	
	4' Dia Sanitary MH	8.00	EA	
	Oil Separator	1.00	EA	
	Sanitary Control Structure	1.00	EA	
	4" PVC SCH 80 Vent Pipe for OWS & San Con Str	40.00	LF	
	Sanitary Sewer Removal	995.00	LF	
	Sanitary Manhole Removal	6.00	EA	
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	Sanitary			\$224,208.00
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	6" PVC DR18 Water Main	30.00	LF	
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	8" PVC DR18 Water Main	1,900.00	LF	
	Utility Yard Hydrant	1.00	EA	
	Fire Hyd w/6" Valve & Valve Box	4.00	EA	
	2" Valve w/Valve Box	1.00	EA	
	4" Valve w/Valve Box	1.00	EA	
	8" Valve w/Valve Box	2.00	EA	
	Bore & Jack 20" Steel Casing Pipe	123.00	LF	
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	Cut In Conn to Exist WM w/8x6 Reducer	1.00	EA	
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	Abandon Water Struct, Note 9, Sht C-200	1.00	EA	

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	Water			\$280,610.00
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	30" WMQ Storm Sewer	20.00	LF	
	36" WMQ Storm Sewer	20.00	LF	
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	30" Concrete End Section for Pipe Cul	2.00	EA	
	36" Con End Sect w/Traversable Grate	1.00	EA	
	30" Headwall Type III, 1:3 Slope	1.00	EA	
	30" Headwall Type III, 1:3 Slope w/Grate	1.00	EA	
	2' Dia Inlet TyA, Ty1 Fr & Lid	1.00	EA	
	4' Dia Catch Basin TyA, Ty1 Fr & Lid	4.00	EA	
	5' Dia Catch Basin TyA, Ty1 Fr & Lid	2.00	EA	
	4' Dia Manhole TyA, Ty1 Fr & Lid	3.00	EA	
	5' Dia Manhole TyA, Ty1 Fr & Lid	4.00	EA	
	7' Dia Restrictor Manhole	1.00	EA	
	Remove Inlet	2.00	EA	
	Remove Manhole	2.00	EA	
	Remove Headwall	3.00	EA	
	Remove Storm Sewer	90.00	LF	
	Plug and Fill Culvert	1.00	EA	
	Storm			\$229,659.00
GRAND TOTAL				\$733,877.00

NOTES:

We Include the Hauling of Spoils to Tollway Dump within Three Miles of the Work Area.
 We Can Provide A Machine and Operator to Knock Down Our Spoils in the Dump for An Additional \$16,000.
 Aggregate Trench Backfill Included to Subgrade in Pavement Areas.
 4" OWS & San Con Str Vent Pipe run in within 5' of Maintenance Bld & Truck Wash.

EXCLUSIONS:

Environmental Impact/Pollution Liability Insurance
 Work Within Five Feet of the Building
 Bond
 QCQA
 Sales Tax
 Layout
 Saw Cutting
 Pavement Removal, Patching and/or Replacement
 Restoration
 Traffic Control and/or Flaggers
 Street Sweeping

As-Built and/or Record Drawings
Permit,Licenses and/or Inspection Fees
Inlet Protection
Rip Rap
Erosion and/or Sediment Control
Cleaning of Structures, Sewers and/or Culverts
Rock Excavation
Compaction Testing
CCDD Testing
Handling and/or Disposal of Non-Special and/or Special Waste
Unsuitable Excavation Below Pipe Invert
Televising and/or Testing of Sewers
Dewatering Other Than Sumping
Temporary Access
Stabilized Construction Entrance

Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)

Alpine Demolition Services, LLC
Kelli A. Pawlik
3515 Stern Ave.
St. Charles, IL 60174

Email: kelli@knockitdown.com

Phone: (630) 761-0700

Fax: (630) 761-0777

County: Kane

Categories: Construction

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- DEMOLITION - CONSTRUCTION

© 2015 Illinois Department of Transportation

Version: 1.1.27.5458



CONTRACT NO. RR-16-4258

ALPINE DEMOLITION SERVICES, LLC

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Includes handwritten entry for 'Site + Building Construction - partial' with a total amount of 134,000.

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract.

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.

Signature: [Redacted] Title: President
Date: 8/1/2016
Contact: Leigh Ann Seebrock
Phone: 815-654-4700
Firm Name: William Charles Construction Co.
Address: 5290 Nimitz Rd, Loves Park, IL 61111

Signature: [Redacted] Title: PRESIDENT
Date: 6/16/16
Contact: KELLI PAWLIK
Phone: 630-761-0700
Firm Name: ALPINE DEMOLITION SERVICES, LLC
Address: 3515 STERN AVE, ST. CHARLES, IL 60174



DBE/WBE/FBE certified

August 3, 2016

Crystal Fritsche
WILLIAM CHARLES CONSTRUCTION
5290 Nimitz Rd
Loves Park, IL 61111

Copied: Pete / Tracy
By Jen Kotara at 12:04 pm, Aug 03, 2016

Re: Demolition @ M-7
ISTHA 4258
Rockford, Illinois

Alpine Demolition Services is IDOT Certified DBE

Alpine Demolition Services, LLC (Alpine) proposes to furnish labor, equipment, material and legal disposal to remove the following at the above address:

- ✓ Perform demolition of the following at the above location;
 - Removal of building per 024116 Structure Demolition \$ 57,000.00
 - Demolition permit/EPA Notification. 1,000.00
 - Demolition plan per ISTHA requirements.
 - One Mobilization/Stage/Location
 - Removal of asbestos per 028213 and 09/25/16 Report by EDI including transite panels sandwiched. 76,000.00
- ✓ All debris to be disposed of in a legal licensed landfill.
- ✓ Depressions to be sloped and left as is.
- ✓ Work to be performed by union employees.
- ✓ All salvage to become property of Alpine after structures are released for demolition.

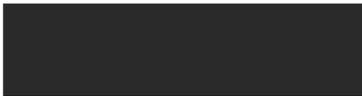
Exclusions:

- ❖ Utility disconnects and pot holing (if required). Disconnection & removal of WATER & SEWER. Com-Ed & ATT Fees.
- ❖ Temp. Fencing for demolition to isolate building for active operations. MOT.
- ❖ Asbestos inspection.
- ❖ Pump/remove septic tanks.
- ❖ Cap wells.
- ❖ Removals not indicated on attached (i.e. pavement).
- ❖ Excavation & Backfill.
- ❖ Erosion control, tree removal, and haul off of any soil not included on attached.
- ❖ All shoring and/or bracing of items to remain.
- ❖ Removal of piles/caissons.
- ❖ Performance bond (Add 1.5%).
- ❖ All layout and engineering.
- ❖ All salvage for owner.

Total \$ 134,000.00

Thank you for the opportunity to bid the above project. Should there be any questions concerning the above please don't hesitate to call me @ 630.918.3906

Respectfully Submitted,



Karsten Pawlik
V.P. Operations

Accepted by: _____

Title: _____

Date: _____



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 30 2016

Jorge Escarpita
Escarpita Construction Company, Inc.
627 N. Albany Avenue, Sta. 111
Chicago, IL 60612

Dear Jorge Escarpita:

We are pleased to inform you that **Escarpita Construction Company, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **04/15/2017, 04/15/2018, and 04/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **04/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/15/2020**.

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

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

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

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

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

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

NAICS Code(s):

238130 - Carpentry, framing

238310 - Drywall contractors

238310 - Insulation contractors

238310 - Plastering (i.e., ornamental, plain) contractors

238320 - Painting and Wall Covering Contractors

238350 - Door and window frame construction

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

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

Sincerely,


Rich Butier
First Deputy Procurement Officer

RB/sl



CONTRACT # RR-16-4258

DBE FIRM NAME: Escarpita Construction
CHECK ALL THAT APPLY: DBE MBE WBE SBA

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: Ragnar Benson

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. **	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Indicate % of Contract Amount if Firm is a SUPPLIER)
JT130110	Site & Bldg. Const. (* Drywall/Acoustic ceilings) Furnish and install - Partial	1	\$135,284.00	\$135,284.00		\$135,284.00
JT131900	Truck Wash Bldg. (*)	1				
TO FALL FOR THIS DBE FIRM:				\$135,284.00		\$135,284.00

* Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as these Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #15671030, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature of Prime Contractor: [Redacted] Title: President
 Date: 8/4/2016
 Contact: Leigh Ann Seebruck
 Phone: 815-654-4700
 Firm Name: William Charles Construction Co.
 Address: 5290 Nimtz Rd, Loves Park, IL 61111

Signature of DBE Firm: [Redacted] Title: President
 Date: 08/02/16
 Contact: Jorge L. Escarpita
 Phone: 708-452-0800
 Firm Name: Escarpita Construction
 Address: 627 N. Albany ave. Ste. 111 Chicago, IL 60612



CONTRACT # RR-16-4258

DBE FIRM NAME: Escarpita Construction

DIST: DEF MBE WBE DBA: P1A3

PRIME JV PARTNER SUBCONTRACTOR X TRUCKER SUPPLIER MANUFACTURER

DBE FIRM TYPE: Tier 1 Equal to Prime: Y N Tier 2 or Below: Y N UNDER CONTRACT TO: Ragnar Benson

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CATEGORY AMOUNT (\$). Rows include JT130110 (Site & Bldg. Const.) and JT131900 (Truck Wash Bldg.).

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #5671030, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, V.A.2 and VI.B.1 of the Social Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature of DBE Representative: [Redacted] President, Date: 8.4.16, Name: Leigh Ann Seeburger, Address: 5290 N. 117th Rd., Loves Park, IL 61111

Signature of Prime Contractor: [Redacted] President, Date: 08/02/16, Name: Jorge L. Escarpita, Address: 627 N. Albany Ave. Ste. 111 Chicago, IL 60612

DBE - 16

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

**H C Anderson
Roofing Company,
Inc.**

Paula A. Anderson
12388 Old River Rd.
Rockton, IL 61072

County: Winnebago

Email: hcanderson12@frontier.com

Phone: (815) 624-4129

Fax: (815) 624-4119

Categories: Miscellaneous

NAICS	Speciality
238160-Roofing Contractors	238160- ROOFING

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Version: 1.1.27.5458



CONTRACT # RR-16-4258

DBE FIRM NAME: HC Anderson Roofing Co., Inc.

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

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

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: (X) N UNDER CONTRACT TO: Ragnar Benson Construction, LLC

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Rows include JT130110 and RJT131900, with a total of \$775,285.00.

*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 Prime Contractor: [Redacted] Title: President Date: 8/4/2016 Contact: Leigh Ann Seebrock Phone: 815-654-4700 Firm Name: William Charles Construction Co. Address: 5290 Nimtz Rd, Loves Park, IL 60111

Signature for DBE Contractor: [Redacted] Title: Estimator Date: 8/23/16 Contact: Malcolm D. Seward Phone: #18-624-1129 Firm Name: HC Anderson Roofing Co., Inc. Address: 12388 Old River Road Rockton IL 61072



CHICAGO TRANSIT AUTHORITY

587 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

January 4, 2016

Dr. Vincent Mills
Pagoda Electric & Construction, Inc.
1728 Cornell Road
Flossmoor, IL 60422

Dear Dr. Mills:

The Chicago Transit Authority has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **December 14, 2016**. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at www.ctavendor.com. Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Please direct all inquiries and any questions to this agency at (312) 681-2601.

Sincerely,


Mary Person
Diversity Programs Department
Chicago Transit Authority
Phone: (312) 681.2601
Email: diversity@transitchicago.com



CONTRACT # RR-16-4258

DBE Firm Name: Pagoda Electric & Construction, Inc.
DBE MBE WBE SBA(A)

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Reduce to 60% of contract amount if firm is a SUPPLIER)</small>
JT130110	Site & Building Const.- Electrical Subcontractor (Furnish & Install)	L.S.	1	\$		} \$3,000,000
JT131900	Truck Wash Building - Electrical Subcontractor (Furnish & Install)	L.S.	1	\$		
				TOTALS FOR THIS DBE FIRM: \$3,000,000		\$3,000,000

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #15671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor: Title: President
 Date: 6/4/2016
 Contact: Laura Ann Seebrock
 Phone: 815-265-4700
 Firm Name: William Charles Construction Co.
 Address: 5290 Nimitz Rd, Loves Park, IL 61111

Signature for DBE Firm: Title: President
 Date: 7/26/16
 Contact: Dr. Vincent Mills
 Phone: 708-263-9540
 Firm Name: Pagoda Electric & Construction, Inc.
 Address: 1728 Cornell Road, Flossmoor, IL 60622

DBE - 16

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Reyes Group, Ltd.**
 Owner **Marcos Reyes**
 Address **15515 S. Crawford Avenue**
 > [Map This Address](#) **Markham, IL 60428**
 Phone **708-596-7100**
 Fax **708-596-7184**
 Email **marcosg@reyesgroup.com**
 Website **<http://www.reyesgroup.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **6/17/2016**
 Renewal Date **5/1/2017**
 Expiration Date **5/1/2020**
 Certified Business Description **NAICS 221310 Water Supply and Irrigation Systems
 NAICS 221320 Sewage Treatment Facilities
 NAICS 236210 Industrial Building Construction
 NAICS 236220 Commercial and Institutional Building Construction
 NAICS 237110 Water and Sewer Line and Related Structures Construction
 NAICS 237310 Highway, Street, and Bridge Construction
 NAICS 237990 Other Heavy and Civil Engineering Construction**

Commodity Codes

Code	Description
NAICS 221310	Water Supply and Irrigation Systems
NAICS 221320	Sewage Treatment Facilities
NAICS 236210	Industrial Building Construction
NAICS 236220	Commercial and Institutional Building Construction
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 238110	Poured Concrete Foundation and Structure Contractors (Graduated effective 4/16/2015)
NAICS 238120	Structural Steel and Precast Concrete Contractors (Graduated effective 4/16/2015)
NAICS 238910	Demolition contractor (Graduated effective 4/1/2015)
NAICS 238910	Excavation contractors (Graduated effective 4/1/2015)



RR-16-4258

Reyes Group Ltd.

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

TIER 1 (SUB TO PRIME): 'Y' N TIER 2 OR BELOW: M UNDER CONTRACT TO: Ragnar Benson Construction, LLC

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

JT130110	Building Concrete (See attached Reyes Group proposal.)	1	LS	\$1,344,600.00		\$1,344,600.00
				TOTALS FOR THIS DBE FIRM:	\$1,344,600.00	\$1,344,600.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation (AND) such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item MS071010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credits may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.1 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature of Prime Contractor: [Redacted] President
 Date: 8/4/2016
 Contract: Leigh Ann Seabruck
 Phone: 815-964-4700
 Firm Name: William Charles Construction Co.
 Address: 5790 Nimitz Rd, Lames Park, IL 60141

Signature of DBE: [Redacted] President
 Date: 8/3/16
 Contract: Marcos G. Reyes
 Phone: 708-596-7100
 Firm Name: Reyes Group Ltd.
 Address: 15515 S. Crawford Avenue, Markham, IL 60428

DBE - 16



CONTRACT# RR-16-4258

Reyes Group Ltd. DBE (Firm) WBE SBA (Firm)

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

SUBCONTRACTOR TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO: Ragnar Benson Construction, LLC

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO.	DESCRIPTION (Indicate whether furnish only or both furnish and install)	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Indicate the % of contract amount if firm is a SUPPLIER)
	Building Concrete (See attached Reyes Group proposal.)	1	LS	\$1,344,600.00		\$1,344,600.00
				TOTALS FOR THIS DBE FIRM:		\$1,344,600.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #5671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

President
 Date: 8/4/2016
 Contact: Leigh Ann Seabruck
 Phone: 815-405-4700
 Firm Name: William Charles Construction Co.
 Address: 5290 Nuntz Rd, Lacey Park, IL 60141

President
 Date: 8/3/16
 Contact: Marcos G. Reyes
 Phone: 708-596-7100
 Firm Name: Reyes Group Ltd.
 Address: 15515 S. Crawford Avenue, Markham, IL 60428

DBE - 16

PROPOSAL



REYES GROUP, LTD.

15515 South Crawford Avenue
 Markham, IL 60428
 Estimator: Paul Kim
 Phone: (708) 596-7100
 E-Mail: paul@reyesgroup.com

Attention: Dave Kennedy
Company: Ragnar Benson Construction
Address: 1401 North Second St.
 Rockford, IL 61107
Phone: 847.698.4900
Fax: 815.364.0699
E-Mail: David.Kennedy@rbic.com

PROJECT NAME: ISTHA RR-16-4258 M-7 Rockford CONC
DRAWING DATE: 6/2/2016
ADDENDUMS: 1 & 2

ITEM	DESCRIPTION				
10000	MAINTENANCE BUILDING				
20000	TRUCK WASH BUILDING				
30000	IT BUILDING				
40000	MATERIAL STORAGE				

GRAND TOTAL **\$1,344,600.00**

Breakout for Truck Wash Building (For Bid Evaluation Purpose Only) \$158,400.00

NOTES:

Reyes Group Ltd proposes following STRUCTURAL CONCRETE Scope of Work:

MAINTENANCE BUILDING

- Continuous footing
- Footing wall
- Isolated footing
- Base plate grouting
- SOG, 8" (WWF)
- SOG, 5" & 8" (Macro Fiber)
- SOG, 18"
- Truck pit slab, 36"
- Locker pad, 4"
- House keeping pad, 4"
- Mechanical equipment pad, 4"
- Concrete topping, 2" on precast deck
- Furnish & install rebar

TRUCK WASH BUILDING

- Continuous footing
- Footing Wall
- SOG, 8", 12", & 14"
- Concrete curb
- Mezzanine slab
- Furnish & install rebar

IT BUILDING

- Continuous footing
- Footing wall
- SOG, 5"
- Furnish & install rebar

MATERIAL STORAGE

- Continuous footing
- Concrete wall, 11'
- SOG, 8" (Macro fiber)
- Furnish & install rebar

GENERAL NOTES & CLARIFICATIONS

- 100% DBE participation for RGL's scope of work
- Work to be complete by 2017

EXCLUSIONS

- Excavation/backfilling of any kind
- Winter condition/protection
- Abatement of lead or asbestos
- Traffic control (i.e. signage, sweepers, flaggers, escorts, barricades, etc.)
- Survey/layout (i.e. preexisting survey, construction staking, as-builts, etc.)
- Electrical grounding (i.e. ground rods, cables, etc.)
- Landscape restoration (i.e. topsoil respread, seeding, sodding, etc.)
- As-builts (i.e. AutoCAD files, pdfs, etc.)
- QA/QC (i.e. field testing, document control, etc.)
- Dewatering (surface or ground water)
- Security (i.e. fencing, guard, etc.)
- Sanitation facilities (i.e. dumpsters, portable toilets, etc.)
- Overtime, night, weekends, and holiday work
- Any and all cold weather protections
- Clean up (i.e. graffiti, daily other than our own, final)
- Special insurance (i.e. builders risk, railroad protective insurance, etc.)
- Permits and fees
- Payment/performance bond (if required, please add 1.5% to base bid)

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

Sanco Services, Inc.

d/b/a Sanco Traffic

Control

Robert Sanches
200 Quaker Rd.
Rockford, IL 61104

County: Winnebago

Email: bonnieblack@sancotraffic.com

Phone: (815) 961-0365

Fax: (815) 961-0865

Categories: Construction, Miscellaneous, Supplier

NAICS

238210-Electrical
Contractors
334290-Other
Communications
Equipmwt
Manufacturing
423510-Metal Service
Centers and Other Metal
Merchant Wholesalers
561990-All Other Support
Services

Speciality

238210- VIDEO TRAFFIC
CONTROL SURVEILLANCE -
INSTALLATION
334290- MATERIALS: MISC.
TRAFFIC CONTROL SIGNS
423510- REG
DEALER/AUTHORIZED DISTR
- PIPE
561990- TRAFFIC CONTROL



CONTRACT # RR-16-4258

FIRM NAME: Sanco Traffic Control
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA (DA)

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

SUBCONTRACTOR TIER 1 (SUB TO PRIME): # TIER 2 OR BELOW: # UNDER CONTRACT TO: _____

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. #	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Include up to 50% of contract amount if firm is a SUPPLIER)
57130110	Traffic Control Site & Building Construction - Partial See attached	1	LS	3978.00		3978.00
		1.5				
TOTALS FOR THIS DBE FIRM:				3,978.00		3,978.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #5671020, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.3 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor: _____ Title: President
 Date: August 4, 2016
 Contact: Leigh Ann Seebruck
 Phone: 815-654-4700
 Firm Name: William Charles Construction Co.
 Address: 5290 Nimtz Rd. Loves Park, IL 61111

Signature for DBE Contractor: _____ Title: President
 Date: 8/3/16
 Contact: Robert Sanchez
 Phone: 815-961-0361
 Firm Name: Sanco Traffic Control
 Address: 200 Quaker Rd Rockford, IL 61109

SANCO TRAFFIC CONTROL

200 QUAKER RD
ROCKFORD, IL 61104
815-961-0365



**DBE/MBE/SDB
CERTIFIED**

Copied: Pete / Tracy
By Jen Kotara at 11:20 am, Aug 03, 2016

QUOTE

AUGUST 3, 2016

TOLLWAY RR-16-4258 M-7 MAINTENANCE GARAGE
WINNEBAGO COUNTY

ITEM #	DESCRIPTION	QUANTITY	MEAS.	TOTAL
	TRAFFIC CONTROL	1	LS	\$ 3,978.00

* Includes ,all required Signs, & Drums delivery, setup & pickup

** Does not Include : Message Boards, Flaggers Pavement Marking, Pavement Marking Removal, or Temp Fencing

THANK YOU

Sonny Bryant (operations manager)

Acceptance of bid

SIGNED:

DATED:



DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

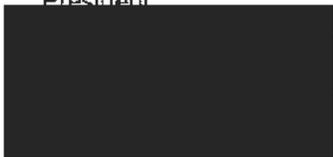
If the DBE contract goal was not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the bid. Failure to do so may render the bidder's solicitation response non-responsive and cause it to be rejected, or render the bidder ineligible for contract award, at ISHTA's sole discretion.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

Good Faith Efforts Checklist

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

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

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

Print Name: Ben Holmstrom Phone contact: Leigh Ann Seebruck (815) 654-4700
 Position: President E-mail address: estimating@williamcharlesconstruction.com
 Signature:  Date: 8/4/16



DBE FORM 2023

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

Project name: Recon - M-7 Rockford Construction (I-90)

Project number: RR-16-4258

Bidder name: William Charles Construction Company, LLC

Contact person: Leigh Ann Seebruck (815) 654-4700

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
<i>NA</i>			

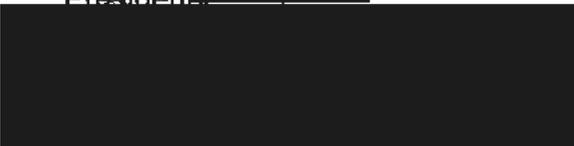
Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and authority to provide above information

Print Name: Ben Holmstrom

Phone contact: Leigh Ann Seebruck (815) 654-4700

Position: President

E-mail address: estimating@williamcharlesconstruction.com

Signature: 

Date: 8/4/16



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!

(g) _____

(h) _____
Signature of Prime Contractor Authorized Agent

(i) _____
Printed Name

_____ Date

_____ Title

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

<p>(j) Total value of payments received for trucks owned and operated by this DBE trucker</p> <p>(k) Total value of payments received for trucks leased and operated by another DBE trucker</p> <p>(l) Total value of payments received for trucks leased from a Non-DBE trucker</p> <p>(m) _____</p> <p>(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up)</p> <p>(o) Total DBE Trucking Participation Based on DBE Special Provision VII.A.</p> <p>(p) _____ Signature of DBE Sub-Contractor Authorized Agent</p> <p>(q) _____ Printed Name</p>	<p align="center">Number of Trucks</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>→ \$ _____</p> <p>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.</p> <p>d. _____</p> <p>\$ _____</p> <p align="center">Sum of a, b & d above</p> <p>_____ Date</p> <p>_____ Title</p>
---	---

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

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

Signature /Date of Construction Manager (CM)

Diversity Verification Initials / Date



ISTHA DBE Utilization by Period Report – DBE Form 2114

General Information

1	Report Date	
2	Contract No.	
3	Contract Description	
4	Contractor Name	
5	Current Pay Estimate No.	
6	Pay Estimate(s) Covered	
7	Reporting Period	through

Contract Financials (cumulative)

8	Original Contract Amount (\$)	
9	Adjusted Contract Amount (\$)	

DBE Financials (cumulative)

10	Current DBE Commitment (\$)	
11	Current DBE Commitment (%)	
12	Overall DBE % Paid-To-Date	
13	Overall DBE % Projected-To-Date	

Progress Payment Summary

		Current Period	To-Date
14	Paid to DBE contractors/suppliers (\$)		
15	Projected for DBE contractors/suppliers		

Progress Payment Detail

16	DBE subcontractor/supplier name #1		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	
22	Retainage Held (\$)	22(a)	
23	Retainage Released (\$)	23(a)	
24	Comments		

16	DBE subcontractor/supplier name #2		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	
22	Retainage Held (\$)	22(a)	
23	Retainage Released (\$)	23(a)	
24	Comments		

16	DBE subcontractor/supplier name #3		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	
22	Retainage Held (\$)	22(a)	
23	Retainage Released (\$)	23(a)	



ISTHA DBE Utilization by Period Report – DBE Form 2114

24	Comments		
16	DBE subcontractor/supplier name #4		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	
22	Retainage Held (\$)	22(a)	
23	Retainage Released (\$)	23(a)	
24	Comments		

16	DBE subcontractor/supplier name #5		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	
22	Retainage Held (\$)	22(a)	
23	Retainage Released (\$)	23(a)	
24	Comments		

Notes:

- “Projected amount” is understood to mean, based upon presently available data, that amount which is calculated, estimated, or predicted to be part of the approved DBE commitment for this contract.
- All subcontractors (including 2nd and 3rd tier) must be reported on the DBE 2114 in order to receive DBE credit.

Affidavit

For and on behalf of _____, _____	
(25) – Printed Company Name	(26) – Printed Name of Agent
its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 & 2026.	
27	Title of Agent:
28	Signature of Agent:
28	Date of Signature:

Payer / Preparer / Prime

30	Name:
31	Title:
32	Email Address:
33	Phone No.:



Capture Application Request for Log-in/Password

I, _____, _____
 (Print the name of signatory party) (Title)

request a **LogIn and Password** for the DBE/EEO Capture Application for

Construction Manager Prime Contractor

(company name) _____

Request Type: New User – or -- I need to add or remove contracts from my existing ID.

My email address is: _____ (only for new user).

I have the responsibility to review DBE/EEO data for the Tollway on contract(s):

# _____ <input type="checkbox"/> add <input type="checkbox"/> remove	# _____ <input type="checkbox"/> add <input type="checkbox"/> remove	# _____ <input type="checkbox"/> add <input type="checkbox"/> remove
# _____ <input type="checkbox"/> add <input type="checkbox"/> remove	# _____ <input type="checkbox"/> add <input type="checkbox"/> remove	# _____ <input type="checkbox"/> add <input type="checkbox"/> remove

Any party reviewing this DBE/EEO data must certify that they have the authority to provide the information contained therein and that the information is complete and accurate.

Print Name: _____

Date _____

User Signature: _____

Date _____

Print Company Name: _____

Date _____

Affidavit: *For and on behalf of* _____
 (Printed Company Name)

I, _____, its duly authorized agent with full power
 (Printed Name of Agent)

and authority to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.

Title of Agent:	
Signature of Agent:	
Date of Signature:	

**For ease of response, please e-mail this request from the email account listed above to:
dbe@getipass.com or form0003wfa@getipass.com**

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

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

To promote equality of employment opportunity for minority and female tradespersons on Illinois State Toll Highway Authority (ISHTA or "Tollway") capital construction projects. In its efforts to achieve this equality, it is the desire of ISTHA to follow the guidelines as instituted by the United States Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") as established through Executive Order 11246 and by Title VII of the Civil Rights Act of 1964.

II. CONTRACTOR ASSURANCE:

The Contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract in compliance with 42 U.S.C § 2000e, *et seq.* Discrimination is the unfair treatment or denial of normal privileges to persons because of their race, age, nationality, sex, sexual orientation, physical condition, religion or any other characteristic protected by law. The Tollway encourages the prompt reporting of incidents of suspected discrimination, harassment or retaliation, regardless of the offender's identity or position. Any Contractor who fails to carry out these requirements is in material breach of this contract, which may result in the termination of this contract such other remedy, as the Tollway deems appropriate.

III. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

At least 19.6 percent by minorities, as defined herein; and

At least 6.9 percent by women.

IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

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

ASIAN INDIAN: Persons whose origins are from India, Pakistan, or Bangladesh.

ASIAN PACIFIC: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Northern Marinas.

HISPANIC: Persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish

culture or origin, regardless of race.

NATIVE AMERICANS: Persons who are American Indians, Eskimos, or Native Hawaiians.

V. CALCULATING EEO CREDIT TOWARDS THE GOALS:

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

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

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

In addition to the timely submission of certified payroll required by the Prevailing Wage Act, the Contractor must have submitted all weekly certified payrolls for the Contractor and all subcontractors before the Contractor submits its request for the final release of retention and the final waiver of lien. No adjustments to weekly certified payrolls will be accepted after the transmission of the final waiver of lien.

VI. EEO FORM 0003 WORKFORCE ANALYSIS.

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

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically before transmittal of each pay estimate commencing with the third pay estimate and every odd pay estimate thereafter. EEO Form 0003 is to reflect all hours worked by trade by the Contractor and all subcontractors during the time period covered in the previous pay estimate. Failure to submit the EEO 0003 Report electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

The Supplement to EEO 0003 for quarterly reporting must also be submitted electronically to the Tollway. Hard copy reports will not be accepted. This Supplement is due by the fifteenth of each month following the end of the quarter (April 15 for quarter ending March 31, July 15 for

quarter ending June 30, October 15 for the quarter ending September 30 and January 15 for the quarter ending December 31). Construction Managers will verify timely submission of this report when their review coincides with the quarterly reporting period, as indicated on the Pay Estimate Checklist.

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

The Contractor is required to identify an individual responsible for all EEO related reporting issues and the electronic submission of reports to the Tollway. By the submission of such reports by the individual so identified, the Contractor certifies that the information contained in the reports is complete and accurate.

VII. SUBCONTRACTOR OBLIGATIONS:

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

VIII. GOOD FAITH EFFORT PROCEDURES:

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

IX. CORRECTIVE ACTION PLAN:

The Corrective Action Plan must show that the Contractor took all necessary and reasonable steps to achieve the established EEO goals. Necessary and reasonable steps are those that could reasonably be expected to employ and retain a sufficient number of minority and female trade workers to meet or exceed the federally established EEO goals for the Chicago area. The Tollway will consider the quality, quantity and intensity of the kinds of efforts that the Contractor and its subcontractors have made throughout the life of the contract. Mere pro forma efforts are not good faith efforts; rather, the Contractor and its subcontractors are expected to have taken those efforts that would be reasonably expected of a Contractor and its subcontractors who are actively and aggressively trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

X. AMENDED CORRECTIVE ACTION PLAN:

If the Illinois Tollway determines that the Contractor has not made a good faith effort to meet the EEO goals, the Tollway will notify the Contractor of that preliminary determination by contacting the responsible company official designated in the Corrective Action Plan. The

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

XI. DETERMINATION OF NON-COMPLIANCE:

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

XII. ADMINISTRATIVE RECONSIDERATION:

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

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, explaining the basis for finding that the Contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the Contractor. A final decision that a good faith effort was not made shall render the Contractor in breach as non-compliant with its contract with the Tollway and may subject the Contractor to sanctions under Section XIII.

XIII. SANCTIONS:

The Contractor's failure to achieve its EEO goals or to demonstrate good faith efforts towards meeting those goals may subject the Contractor to administrative sanctions. These sanctions include, but are not limited to, monetary sanctions, including non-release of retainage, and other reasonable sanctions as are permitted by law or equity. In imposing sanctions, the Tollway will consider the bona fide efforts of the Contractor to meet the EEO goals, its history of good faith efforts on other Tollway contracts, the size of the contract, the degree to which the Contractor fell below the EEO goals, and other factors deemed relevant by the Tollway.

Sanctions for non-compliance may include, but are not limited to deeming the Contractor as non-responsible with respect to future business with the Tollway. Thus, a Contractor's repeated failure to meet its EEO obligations on Tollway contracts can be grounds for the Tollway to not award future contracts to the Contractor.

XIV. INACCURATE OR FRAUDULENT REPORTING:

Contractors and subcontractors have a duty to accurately report information pursuant to this Special Provision. A Contractor or subcontractor who fails to supply accurate information may be subject to sanctions imposed by the Tollway under Section XIII. A Contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions. A Contractor must maintain and make available pursuant the Record Retention and Audit Clause of this contract adequate books, records, and supporting documents to verify the accuracy of the information supplied to the Tollway pursuant to this Special Provision.

XV. OTHER REGULATIONS:

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



Contract #: _____ Date: _____

Contract Description: _____

Prime Contractor Name: _____

Construction Manager Name: _____

For the period: ___ / ___ / _____ to ___ / ___ / _____ the following represents the total number of individuals on-site in the combined workforce of the prime and all subcontractors who worked on the above indicated contract number. Indicate number by each listed category; this information is as a supplement to the total hours submitted electronically via Capture on EEO Form 003.

	Total # of Individuals
Female	_____
African American/Black	_____
Hispanic/Latino	_____
Asian American	_____
Native American/Alaskan Native	_____
Native Hawaiian/Pacific Islander	_____

Prepared by:

Name and Title of Prime Contractor's Representative

Email Address: _____ Telephone #: _____

This form is to be submitted by the Prime Contractor via Capture by the 15th of the month after the end of the quarter.

Date: 8/4/2016
 To: Contact Name: Ben Holmstrom
 Contractor Company Name: William Charles Construction Company, LLC
 From: Deanna Dinkel
 DBE Project Specialist

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

Subject: DBE Plan Review	Date Original Plan Submitted: 8/4/2016	Revision # 1
Contract # RR-16-4258	Established DBE Goal: 28.50 %	
Contract Description: M-7 Reconstruction, Jane Addams Memorial Tollway (I-90) at M.P.15.2, Rockford, IL		

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

Notes: Revised to include Scope.

DBE Plan as Submitted by apparent low bidder:									
Contract Award Amount		\$24,645,281.70							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Abtusa Sewer, Water & Plumbing Inc.	SB	D/MBE	Water/Sewer	\$708,047.00	\$708,047.00	2.87 %	IDOT	M	Hispanic
Alpine Demolition Services, LLC	SB	D/WBE	Demolition	\$134,000.00	\$134,000.00	0.54 %	City of Chicago	F	Caucasian
Amalgamated Services, Inc.	SB	D/WBE, SBA 9(a)	HVAC	\$750,000.00	\$750,000.00	3.04 %	U.S. Small Business Administration	F	Caucasian
Architectural Systems, Inc.	SB	MBE	Doors/Panels	\$540,048.00	\$540,048.00	2.19 %	City of Chicago	M	Hispanic
Escarpita Construction Company, Inc.	SB	D/MBE	Drywall/Ceilings	\$178,567.00	\$178,567.00	0.71 %	City of Chicago	M	Hispanic
H. C. Anderson Roofing Company, Inc.	SB	DBE	Roofing	\$775,285.00	\$775,285.00	3.14 %	IDOT	M	African American
Pagoda Electric & Construction	SB	D/MBE	Electrical	\$3,000,000.00	\$3,000,000.00	12.17 %	IDOT	M	African American
Reyes Group, Ltd.	SB	MBE	Concrete	\$1,344,600.00	\$1,344,600.00	5.45 %	City of Chicago	M	Hispanic
Sanco Traffic Control	SB	DBE	MOT	\$3,978.00	\$3,978.00	0.01 %	IDOT	M	Hispanic
Total # of subcontracts: 9				TOTAL	\$7,432,628.00	30.15 %			
Total # of subcontractors: 9				Total %	30.15 %	30.15 %			

STATE OF ILLINOIS

**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 **1.5%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The Veteran Small Business participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, Vendor must submit a **Utilization Plan** indicating that the goal will be met by self-performance.

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** Forms for the Utilization Plan (VOSB Form 2026), VOSB Participation Statement (VOSB Form 2025) and Good Faith Efforts (VOSB Form 2023) are included. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB. Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency

may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The Contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
 - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.
 - 5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.
 - 5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
 - 5.4. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:

- 5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.5. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.6. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
 - 5.7. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
- 6. Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal,

Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
 - 6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
 - 6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
 - 7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
 - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2. Failure of performance;
 - 7.3.3. Financial incapacity;
 - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;
 - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;
 - 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or

7.3.8. Decertification of the certified VOSB/SDVOSB vendor.

- 7.4.** If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5.** Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9.** The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10.** The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2026 - VOSB UTILIZATION PLAN, PART 1 of 2



(1) POLICY -

It is ISTHA's policy that Veteran Owned Small Business Enterprises (VOSBs) as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that VOSBs as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN to ensure that VOSBs have the maximum opportunity to compete for and perform under this contract.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description _____	
Contract Number _____	Bid Due Date _____
Prime Contractor _____	Core Amount: _____

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as follows:

TOTAL VOSB COMMITMENT: \$ _____	VOSB PERCENT OF CORE BID AMOUNT: _____	% _____
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Meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB:

TOTAL VOSB COMMITMENT: \$ _____	VOSB PERCENT OF CORE BID AMOUNT: _____	% _____
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Attached are the signed Statements required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN committing to the use of each VOSB participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$ _____	AND PERCENTAGE _____	% _____
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The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN in support of this request. Also attached is VOSB Form 2025 - Participation Statements for each participating VOSB indicating the level of participation.

Company Name/Date

By: _____
Company Representative/Title

The "as-read" Low Bidder is required to comply with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN. Submit only one VOSB Utilization Plan for each Project. The VOSB Utilization Plan and Participation Statement(s) (VOSB Form 2025), with original signatures, are to be submitted with the Bid. Each VOSB company listed on a VOSB Participation Statement must be listed in CMS' database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, may require resubmission of both VOSB Forms 2025 and 2026.



Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2026 - VOSB UTILIZATION PLAN, PART 1 of 2

(1) POLICY -

It is ISTHA's policy that Veteran Owned Small Business Enterprises (VOSBs) as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that VOSBs as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN to ensure that VOSBs have the maximum opportunity to compete for and perform under this contract.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description	Recon M-7 Rockford - Construction, Jane Addams Memorial Tollway (I-90)		
Contract Number	RR-16-4258	Bid Due Date	8/4/16
Prime Contractor	William Charles Construction Company, LLC	Core Amount:	24,645,280.70

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):



Meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as follows:

TOTAL VOSB COMMITMENT: \$	390,989.43	VOSB PERCENT OF CORE BID AMOUNT:	1.6	%
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Meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB:

TOTAL VOSB COMMITMENT: \$		VOSB PERCENT OF CORE BID AMOUNT:		%
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Attached are the signed Statements required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN committing to the use of each VOSB participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.



Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$		AND PERCENTAGE		%
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The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN in support of this request. Also attached is VOSB Form 2025 - Participation Statements for each participating VOSB indicating the level of participation.

8/4/16
William Charles Construction Company, LLC

By  resident
Ben Holmstrom

The "as-read" Low Bidder is required to comply with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN. Submit only one VOSB Utilization Plan for each Project. The VOSB Utilization Plan and Participation Statement(s) (VOSB Form 2025), with original signatures, are to be submitted with the Bid. Each VOSB company listed on a VOSB Participation Statement must be listed in CMS' database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, may require resubmission of both VOSB Forms 2025 and 2026.



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

November 2, 2015

Eric R. Bakey
ER Bakey Inc
180 S Western Avenue
#158
Carpentersville, IL 60110-1738

Certification Term Expires: November 2, 2016

Re: SDVOSB Recognition Certification Approval
(United States Department of Veterans Affairs-
Center for Veterans Enterprise (CVE))

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Service Disabled Veteran-Owned Small Business (SDVOSB) under the Illinois Veterans Business Program (VBP).

VBP accepts the United States Department of Veterans Affairs - Center for Veterans Enterprise's certification regarding your business status. This certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veterans Affairs - Center for Veterans Enterprise.

At least 60 days prior to the anniversary day of your certification, you will be notified by VBP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation in State contracts will be credited only toward Service Disabled Veteran-Owned Small Business goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Illinois Veterans Business Program (VBP) in the specialty area(s) of:

SERVICES, ASPHALT PAVING
SERVICES, CONCRETE FINISHING
SERVICES, DEMOLITION
SERVICES, EXCAVATING
GENERAL CONTRACTING
SERVICES, MATERIAL HANDLING REPAIR
SERVICES, BUILDING & GROUNDS MAINTENANCE
SERVICES, SNOW PLOWING
SERVICES, FREIGHT, TRUCK
SERVICES, TRUCKING AND HAULING
ROAD AND HIGHWAY BUILDING MATERIALS,

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper

CONTRACT #: RR-16-4258

VOSB FIRM NAME: E.P. BAKLEY

CIRCLE ALL THAT APPLY: VOSB SOVOSB ETHNICITY: AF-Am As In As Pac Hisp Cauc GENDER: M F

CHECK ALL THAT APPLY:

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

This form must be completed for EACH VOSB participating in the VOSB Utilization Plan. Attach this form to the VOSB Utilization Plan form, VOSB Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (reduce to 68% of contract amount if firm is a SUPPLIER)
IT130110	Site + Building Const. - Partial Trucking	LS		50,000		\$50,000
TOTALS FOR THIS VOSB FIRM:				\$50,000		\$50,000

*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 #15671010, 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 therefor must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE UTILIZATION PLAN and can subject the contractor to contract sanctions.

[Signature]
Title: President

Date: August 4, 2016

Contact: Leigh Ann Seebrock

Phone: 815-654-4700

Firm Name: William Charles Construction Co.

Address: 5290 Nimtz Rd, Loves Park, IL 61111

[Signature]
Title: President

Date: 21 July 16

Contact: ERIC BAKLEY

Phone: 847-464-5700

Firm Name: E.P. BAKLEY

Address: 180 S. WESTERN AVE CAROL SPRINGVILLE IL 60110

CMS

ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

March 29, 2016

Mindy Torrey
Green Synco
5301 East State Street
Rockford, IL 61108-2901

Certification Term Expires: March 15, 2017

Re: FSDV Full Certification Approval

Dear Business Owner:

Congratulations! We are pleased to inform you that your firm has been granted certification as a Female Service-Disabled Veteran Business Enterprise (FSDV) under the Veterans Business Program (VBP).

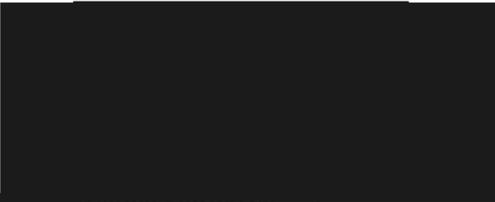
Although your full certification is valid for a five-year term until March 15, 2021, you are required to submit an annual Affidavit of No-Change form 60 days prior to the anniversary day of your certification; you will be notified by VBP to update your certification as a condition of continued certification. It is your responsibility to ensure that your firm's certification remains current. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify this office within 14 business days of such changes. Failure to return the annual No-change Affidavit or notify our office of any changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Female Service-Disabled Veteran Business Enterprise (FSDV) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Veterans Business Program (VBP) in the specialty area(s) of:

SERVICES, CEILING INSTALLATION
SERVICES, DRY WALL
GENERAL CONTRACTING
SERVICES, WOODWORKING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Veterans Business Program. We welcome your participation and wish you continued success.


Certification Manager
Veterans Business Program

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper



CONTRACT NO. RR-16-4258

PRIME CONTRACTOR Green Synco, LLC
DBE TYPE SDVOSS

CLASSIFICATION: TRUCKER SUPPLIER MANUFACTURER

UNDER CONTRACT TO: WAGNER BENSON

This form must be completed for EACH disadvantaged business participation in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE Form 2026B.

CONTRACT LINE ITEM NO.	DESCRIPTION OF WORK	DBE PARTICIPATION PERCENTAGE	CONTRACT VALUE	DBE PARTICIPATION AMOUNT	DBE TYPE	TOTAL DBE PARTICIPATION AMOUNT
JT13Q110	Site & Bldg. Const. (*) Painting	1	200000.00	200000.00	SDVOSS	200000.00
	*Exclude Floor Sealing					
JT131800	Truck Wash Bldg. (*) Painting		50000.00	50000.00	SDVOSS	50000.00
	*Exclude Floor Sealing					
				TOTAL FOR THIS DBE FIRM		250000.00

*Contingency Work must not be included under Pay Items and will not be applied toward DBE goal participation until such time as Contingency Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Items shall not be included on this DBE Utilization Plan for DBE calculations but they may be allowed if performed as part of a separate pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.2 of the Special Provision for DBE Participation. DBE participation items are not included in the determination of the DBE goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, separately describe the work and associated dollar amounts.

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially useful function in the work of the contract form(s) and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR written APPROVAL and true complete and accurate information regarding all work performed by the DBE on this contract and any payments therefor must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract work listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to request written approval prior to the start of work on the contract may result in the loss of DBE Participation and associated contract value.

Signature: _____ Title: **President**

Signature: _____ Title: **Vice President**

Date: August 4, 2016

Signature: Leigh Ann Seabruck

Phone: (815) 654-4700

Address: William Charles Construction Co.

Address: 5290 Nantz Road, Loves Park, IL 61111

Date: 8/2/16

Signature: Mike Clegg

Phone: 815-847-7144

Address: Green Synco LLC

Address: 5301 East State Street, Rockford, IL 61108

Vendor Information

CLOSE WINDOW

[Print](#)**Business & Contact Information**

Business Name Industrial Fence, Inc.
Owner Mr. Miguel Saltijeral
Address 1300 S. Kilbourn Ave
 > [Map This Address](#) Chicago, IL 60623
Phone 773-521-9800
Fax 773-521-9904
Email mike.saltijeral@ifi-group.com
Website <http://www.ifi-group.com>
Ethnicity Hispanic
Gender Male
County Cook (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services
Certification Type VOSB - Veteran Owned Small Business
Renewal Date 7/22/2017
Expiration Date 7/22/2019
Certified Business Description

Commodity Codes

Code	Description
NIGP 33010	Fencing, Concrete or Rock
NIGP 66523	Bumper and Guard Rails, Poly, (See Class 570 for Metal Type)
NIGP 98815	Fence Installation, Maintenance and Repair

Additional Information

Region Metro Chicago



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

May 20, 2016

Miguel Saltijeral
Industrial Fence Inc
1300 S Kilbourn
Chicago, IL 60623-1045

Certification Term Expires: May 20, 2017

Re: NCA Certification Approval (MBE)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females and Persons with Disabilities. Your firm's name will remain in the State's Directory as a certified vendor with BEP.

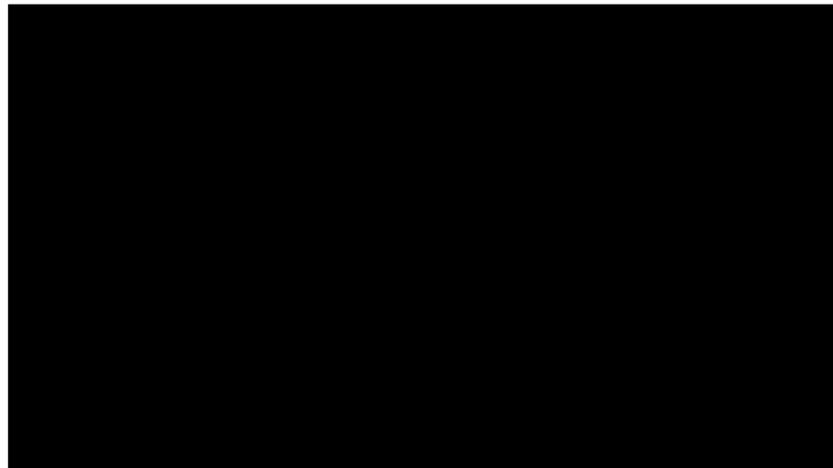
Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, FENCING
SERVICES, GUARD RAIL
FENCING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

(L49MBE)





INDUSTRIAL FENCE INC.

IFI Bid Proposal

WWW.IFI-GROUP.COM

GC: General Contractor

Contact: Estimator

Phone:

Email:

Estimate Date: 08/04/2016

Work Order No: 131025914

Project Name: ISTHA RR-16-4258

Description	Unit	Quantity	Unit Price	Total Price
10 Chain Link Fence				
6' HIGH VINYL COATED ROW FENCE	LF	1,400.00	41.10	57,540.00
REMOVE EXISTING CHAIN LINK FENCE	LF	1,010.00	12.09	12,210.90
				<u>\$69,750.90</u>
30 Guardrail				
RELOCATE AND INSTALL GUARDRAIL	LF	277.00	61.98	17,168.48
TRAF BAR TERM T1	EA	1.00	4,070.07	4,070.07
				<u>\$21,238.53</u>
Totals				<u>\$90,989.43</u>

Notes:

Gates are included with fence price.

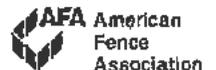
Traffic Barrier Terminal Type 1 included with guardrail price.

We would like to thank you for the opportunity to bid on this project. It has been a pleasure serving you. We express our sincere appreciation for your business. At Industrial Fence, Inc. we value your business and recognize the importance of service, quality and value.

Exclusions:

Waiver of Subrogation &/or Railroad Insurance, Concrete removal or rock/hard ground drilling, Demo of existing fencing or footings, No Clearing or Grubbing for fence removal or installation, No bonds, permits, licenses and/or fees, All work performed during regular work hours 7am to 3:30pm, Removal or Install of Concrete Pads for Attenuator, widening of existing shoulder for construction of TBT TYPE 1 SPL, Layout and Grading, QA-QC Testing & Inspection, No Taxes Included, Grading or Restoration, Multiple installations or removals, WBE / EEO Requirements, Unforeseen Conditions, Other than our current Insurance Coverage, Grounding By Others, Liquidated damages, Traffic Control, flagmen or trainees, Multiple Mobilization. Attenuator rental is per project. No Bituminous Shoulder Coring of Fill (art.630.08) FOR GUARDRAIL INSTALLATION** Core Drilling PER HOLE \$45.00. Extra. All work to be performed under normal conditions. No express or imply design build included in proposal.

IFI chooses to participate in the Option for Steel Cost Adjustment



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 ISHTA's sole discretion. The bidder must provide all evidence relied upon in support of its Good Faith Efforts with its bid.

Good Faith Efforts Checklist

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

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



VOSB FORM 2023 page 2

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

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

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

N/A

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

Print Name: Ben Holmstrom Phone contact: Leigh Ann Seebruck (815) 654-4700

Position: President E-mail address: estimating@williamcharlesconstruction.com

Signature: _____ Date: 8/4/16





VOSB FORM 2023

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

Project name: Recon-M-7 Rockford -Construction (I-90) Project number: RR-16-4258

Bidder name: William Charles Construction Company, LLC Contact person: Leigh Ann Seebruck (815) 654-4700

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
<i>NA</i>			

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

Print Name: Ben Holmstrom

Phone contact: Leigh Ann Seebruck (815) 654-4700

Position: President

E-mail address: estimating@williamcharlesconstruction.com

Signature: 

Date: 8/4/16

Date: 8/4/2016
 To: Contact Name: Ben Holmstrom
 Contractor Company Name: William Charles Construction Company, LLC
 From: Deanna Dinkel
 DBE Project Specialist

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

Subject:	VOSB Plan Review	Date Original Plan Submitted:	8/4/2016	Revision #	1
Contract #	RR-16-4258	Established VOSB Goal:	1.50 %		
Contract Description:	M-7 Reconstruction, Jane Addams Memorial Tollway (I-90) at M.P. 15.2, Rockford, IL				

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

Notes: Revised to include Scope.

VOSB Plan as Submitted by apparent low bidder:

Contract Award Amount		\$24,845,281.70							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
E.R. Bekey Inc.	Trucker	VOSB	Trucking	\$50,000.00	\$50,000.00	0.20 %	CMS	M	Caucasian
Green Synco, LLC	SB	VOSB	Painting	\$250,000.00	\$250,000.00	1.01 %	CMS	F	Caucasian
Industrial Fence, Inc.	SB	VOSB	Fencing	\$90,989.43	\$90,989.43	0.36 %	CMS	M	Hispanic
Total # of subcontracts: 3				TOTAL	\$390,989.43	\$390,989.43	1.58 %		
Total # of subcontractors: 3				Total %	1.58 %	1.58 %			

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
EARNED CREDIT PROGRAM

I. OBJECTIVE OF THE EARNED CREDIT PROGRAM: To encourage contractors, subcontractors and fabricators to hire qualified Earned Credit Program (ECP) candidates, and assist local workforce development efforts to employ and retain qualified and eligible traditionally underserved populations e.g. African Americans, Asians, Hispanic, eligible offenders, exonerated individuals, females, veterans and other Workforce Innovation and Opportunity Act (WIOA) eligible individuals referred to them by training/community organizations.

The Tollway Earned Credit Program can only facilitate referrals of ECP candidates; a referral is not a guarantee of employment or an endorsement by the Tollway of a particular candidate. The Tollway makes no guarantee of suitability of ECP candidates for employment and all employment screening decisions are made by the employing entity through their established human resources hiring procedures using appropriate due diligence.

The ECP is applicable to construction projects as determined by the Tollway.

II. CONTRACTOR ASSURANCE: The Contractor agrees to include the following assurance in each subcontract that the Contractor signs with a subcontractor: "The contractor or subcontractor shall not discriminate on the basis of race, sex, color, veteran status, national origin, or sexual orientation in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Illinois Tollway deems appropriate."

III. DEFINITIONS:

- A. **ACTIVE CREDITS:** Earned credit available for submission and utilization on a construction bid.
- B. **ACTIVE EARNED CREDIT CERTIFICATE REGISTER:** Listing of all Active ECP Certificates indicating certificate number, value, owner and issue date.
- C. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- D. **ASIANS:** Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, or the U.S. Trust Territories of the Northern Marianas.

- E. **AWARD CRITERIA:** Contractor's base bid minus earned bid credit subject to the Earned Credit Cap identified for each solicitation.
- F. **BID CREDITS:** Virtual dollar credits earned through employing and retaining eligible ECP referrals.
- G. **BASE BID:** The bid amount prior to applying the ECP bid credits.
- H. **CREDITS SUBMITTED:** Bid credits included in a construction bid as evidenced by an Earned Credit certificate. The total amount of the certificate will be considered as tendered unless otherwise indicated on the physical certificate.
- I. **CREDITS UTILIZED:** The amount of bid credits required to establish the apparent low bidder based on the difference between the award criterions of the lowest bidder and the next apparent low bidder plus \$1.00 of ECP credit.
- J. **EARNED CREDIT CERTIFICATE:** A numbered and notarized document that identifies contractor's name, Earned Credit Program participant(s) names and each individual's employment time frame along with applicable credit earned.
- K. **ECP ALLOCATION:** When ECP credits submitted by a prime contractor and subcontractor are applied proportionally to the total of all of the ECP credits originally submitted with the bid.
- L. **ECP CANDIDATES:** A job seeker who meets the criteria requirements to receive WIA adult services as determined by Illinois Department of Employment Security (IDES) and WIA and has graduated from a construction training program or has construction experience and can meet initial requirements for construction employment.
- M. **ECP CAP:** A contract-specific limit as determined by an approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. Any credits submitted above and beyond the bid earned credit cap will not be considered.
- N. **ECP PARTICIPANT:** An ECP CANDIDATE who is employed by an ECP participating contractor and is earning credits.
- O. **ELIGIBLE OFFENDER:** A person who has been convicted of a crime in Illinois or of an offense in any other jurisdiction that does not include any offense or attempted offense that would subject a person to registration under the Sex Offender Registration Act, the Arsonist Registration Act, or the Murderer and Violent Offender Against Youth Registration Act. "Eligible offender" does not include a person who has been convicted of committing or attempting to commit a Class X felony, aggravated driving under the influence of alcohol, other drug or drugs, or intoxicating compound or compounds, or any combination thereof, aggravated domestic battery, or a forcible felony.

- P. **ELIGIBLE:** IDES representative reviews applicable documentation to determine WIA adult service eligibility, as defined by the Workforce Investment Act, (administered by the Department of Commerce and Economic Opportunity) as well as evidence of U.S. citizenship or legal residence in the state, selective service registration as applicable, dislocated/displaced worker status, drug-free status, and other employment barriers.
- Q. **EXONERATED INDIVIDUALS:** A person who is legally cleared from guilt, blame, liability or punishment for a criminal or otherwise illegal or wrongful act.
- R. **FRINGE BENEFITS:** A form of compensation for the performance of services such as vacation pay, sick pay, holiday pay or health benefits. This amount is not included in the Earned Credit calculation.
- S. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American or other Spanish culture or origin, regardless of race.
- T. **ILLINOIS workNet/IDES:** State of Illinois program that receives WIA funding to provide program eligibility and suitability assessments to individuals seeking employment, training and supportive services to enhance the individual's success in securing and retaining employment.
- U. **INACTIVE CREDITS:** Earned credit not available for submission due to utilization on a construction bid or superseded by current earned credits.
- V. **NET WAGES PAID:** Gross wages (excluding fringe benefits) paid to the ECP participant(s) from the original hiring contractor/fabricator.
- W. **NEW HIRE BONUS CREDIT:** One-time \$5,000 bid credit earned through the employment of an eligible first-time ECP CANDIDATES and retaining them for not less than 160 hours.
- X. **QUALIFIED:** Individual who meets basic construction employment requirements as identified by the specific trade, unions, local or construction management thereof.
- Y. **REFERRALS:** Individuals referred to contractors by various agencies via community based networks that are determined to be candidates for the ECP, have been determined to meet eligibility criteria, are drug free and are otherwise suitable candidates for construction-related employment opportunities.
- Z. **SUITABILITY:** Illinois workNet provides extensive career counseling modules and counseling and makes an official determination of the likelihood of an individual's success in a particular career choice based on test scores and verbal responses to targeted questions.

AA.TOLLWAY: The Illinois State Toll Highway Authority.

BB.TRADITIONALLY UNDERSERVED POPULATIONS: Groups as identified in the Workforce Investment Act who meet the Workforce Investment Act eligibility criteria and the successor Workforce Innovation and Opportunity Act (WIOA) of July 2014.

CC.VETERANS: Individuals who have served in the U.S. military and are in possession of a DD214 Form.

DD.WORKFORCE INVESTMENT OPPORTUNITY ACT (WIOA): Formally known as the Workforce Investment Act (WIA) originally signed into law in 1998 this act creates and funds services provided through the IDES Illinois workNet. The WIA Act is the predecessor of the WIOA signed into law of July 22, 2014.

IV. EARNED CREDIT PROGRAM INCENTIVES: All contractors, subcontractors and fabricators interested in participating in the EARNED CREDIT PROGRAM may earn BID CREDITS which may be applied to Tollway construction contracts advertised for public bidding.

Unused ECP BID CREDITS do not expire.

A contractor/fabricator who employs a first-time ECP CANDIDATE shall earn credits for wages paid to the participant. The original ECP participating contractor/fabricator who hired and employed an ECP CANDIDATE as part of the ECP shall earn BID CREDITS for wages paid to the participant up to 5 years as stipulated in Section V. A contractor may re-hire an ECP PARTICIPANT previously terminated and continue to earn credits for that participant. If the ECP PARTICIPANT is not re-hired, a different contractor/fabricator may hire the ECP PARTICIPANT and may become eligible to earn credits for that participant.

As an example: Contractor A hired and employed an ECP CANDIDATE for one year and did not re-hire the ECP PARTICIPANT the following year, the ECP PARTICIPANT may earn credits for Contractor B.

V. CALCULATING EARNED CREDIT: Interested contractors, subcontractors and fabricators may employ ECP PARTICIPANTS i on any public or private job located within the State of Illinois and accumulate BID CREDITS at the following rates to be applied to future Tollway construction contracts advertised for public bidding:

- A. Operating Engineers and Structural Steel Ironworkers: 50 cents for every dollar of wages paid;
- B. All other skilled trades and fabricators: 40 cents for every dollar of wages paid;
- C. Skilled Laborers: 30 cents for every dollar of wages paid.

Contractors are eligible for a \$5,000 NEW HIRE BONUS CREDIT when they employ eligible first-time ECP CANDIDATES, retain them for not less than 160 hours and provide written documentation of employment and wages paid.

ECP PARTICIPANTS shall be eligible to earn BID CREDITS for a period not to exceed five (5) years from the first date of initial hire by the first contractor participating in the ECP program inclusive of any layoff periods.

As an example: ECP HIRE 1 worked for Contractor A for one (1) year and was laid off for six (6) months. Upon employment with Contractor B, ECP HIRE 1 continues to be eligible to earn BID CREDITS for the remainder of the five (5) year eligibility term (three (3) years and six (6) months).

VI. BIDDING PROCEDURES: All bids must comply with the applicable public bidding statutes, rules and regulations and the specific requirements of this solicitation to be considered responsive. Bids that fail to meet these minimum requirements may be considered non-responsive.

Each bid solicitation will have a contract-specific cap as determined by the approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$250,000.00. Any credits applied above and beyond the bid EARNED CREDIT CAP will not be considered.

- A. The Base Bid is to be clearly identified on line #1 of the P page;
- B. Line #2 is to include the total amount of BID CREDITS applied to the bid;
- C. Line #3 is to include the Award Criteria (Line #1 minus Line #2 equals Line #3).

All EARNED CREDIT CERTIFICATES submitted to calculate the bid credit included on Line #2 must be included in the original bid package. All earned credits utilized to become or remain the successful bid will become unavailable for inclusion in any other bid at the time the bidder's award criteria is deemed the lowest responsive and responsible bid. The EARNED CREDIT CERTIFICATE will be redeemed up to the amount needed to allow the contractor's bid to be the lowest bid for award of the contract and any unused remaining balance will be returned in the form of a new bid certificate to the contractor.

VII. JOINT VENTURE, SUBCONTRACTOR AND FABRICATOR PARTICIPATION: Joint Venture partners may independently submit ECP CERTIFICATES towards the joint venture bid subject to the overall ECP CAP. Subcontractors and fabricators may participate in the EARNED CREDIT PROGRAM as long as they adhere to the requirements specified herein for prime contractors. Subcontractor and fabricator EARNED CREDIT CERTIFICATES may be provided to prime contractors and used/applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control. In the event that a subcontractor becomes disqualified from contract participation by no

fault of the prime, (i.e. delinquent debt, etc.) the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractor's ECP certificate balance.

For the ECP credits to be considered for utilization toward a bid, the submission must include an ECP certificate owned by the prime bidder.

In the event the prime contractor submits a subcontractor and/or fabricator's EARNED CREDIT CERTIFICATES in a Tollway bid solicitation, the prime contractor is required to perform the following:

- A. Ensure that the subcontractor and/or fabricator are aware of and have provided permission to the bidder as indicated on the EARNED CREDIT CERTIFICATE to use the EARNED CREDIT CERTIFICATE in the bid solicitation;
- B. Identify the scope of work and dollar amount committed to each subcontractor and/or fabricator where an EARNED CREDIT CERTIFICATE is being calculated in the bid credit;
- C. Ensure that the EARNED CREDIT CERTIFICATE is in ACTIVE mode. (This can be done through checking the Tollway Earned Credit website (www.illinoistollway.com) and click on "Doing Business") prior to submitting EARNED CREDIT CERTIFICATE in a Tollway bid solicitation); and
- D. Ensure that the total amount of EARNED CREDIT CERTIFICATES do not exceed the contract-specific ECP CAP. In the event of a successful bid, the excess credits shall be returned in proportion to what was originally submitted by the prime(s) and subcontractor(s).
- E. The prime contractor shall insert a copy of this ECP Special Provisions in each and every subcontract under this contract and it shall become a material term of the subcontracts.

ECP credits submitted by the prime contractor and/or subcontractor are applied proportionally to the amounts originally submitted on the bid.

VIII. EARNED CREDIT RECORDING: To calculate a participating firm's BID CREDITS the Contractor is required to submit the following information prior to the Tollway's issuance of an EARNED CREDIT CERTIFICATE:

- A. Completed Request for bid certificate (Request for ECP CERTIFICATE - Form 0006) inclusive of ECP CANDIDATE information and NEW HIRE BONUS CREDIT request selection.
- B. Certified Payroll as evidence of wages paid that includes:
 - i. Contractor name
 - ii. Week ending date;
 - iii. Project and location
 - iv. Project or Contract No.
 - v. Name and Individual Identifying Number of Worker--last 4 digits only
 - vi. Work Classification
 - vii. Hours worked

- viii. Total hours
- ix. Rate of Pay
- x. Gross Amount Paid
- xi. Deductions
- xii. Total Deductions
- xiii. Net Wages Paid
- xiv. Signature page

ECP credit will only be given for ECP PARTICIPANTS up to 12 months retroactively from the hire date with evidence of WIA eligibility and receipt of documents as provided in section VIII. This period is inclusive of the ECP PARTICIPANT'S five (5) year eligibility period as provided in section V.

All hours worked may be subject to review and confirmed by the Tollway.

Failure to properly substantiate paid wages with the required information as stated in VIII. on Tollway forms will result in a delay of processing and may result in the loss of earned credits. The Contractor shall maintain a record of wages paid to Tollway referrals in accordance with the contract auditing record retention requirements.

IX. PROCEDURE FOR REQUESTING EARNED CREDIT CERTIFICATES: The participating contractor or fabricator determines whether there are upcoming Tollway bid opportunities that the firm is interested in pursuing as a prime/sub/supplier of fabricated goods; and whether it would like to "cash in" some (or all) of the BID CREDITS earned to date by one (or all) of the ECP PARTICIPANTS employed by the participating firm. The firm confirms the ECP bid certificate is the most current or contacts the Tollway's Diversity Department and makes an official request for a bid certificate as outlined in Section VIII, via e-mail at ecp@getipass.com, fax at 630-271-7548 or postal service at Illinois Tollway - Diversity Earned Credit Program, 2700 Ogden Avenue, Downers Grove, Illinois, 60515

X. ISSUANCE AND TRACKING OF EARNED CREDIT CERTIFICATES: The EARNED CREDIT CERTIFICATE shall be numbered for tracking purposes, and signed and notarized by the Tollway prior to issuance to the requesting firm. The requesting firm shall receive the requested certificate within the following schedule:

- Contractors requesting new EARNED CREDIT CERTIFICATES for ECP Credit earned in the prior month must submit their certified payroll (as listed in section VIII.B) and supporting information to the Tollway by the 15th of the following month.
- Tollway's schedule for issuing new certificates is as follows:
 1. Monthly requests covering 30 days, submitted by the 15th day of the month will be issued within one week;
 2. All other requests will be considered on a case-by-case basis.

Earned Credits are non-transferable. The original firm issued the EARNED CREDIT CERTIFICATE is the sole owner of the bid credits and shall not transfer,

sell, loan or otherwise engage in transactions not specified in this document. ECP Credits transferred as part of merger or acquisition of a firm is allowed.

XI. LONGEVITY OF EARNED CREDIT CERTIFICATES: EARNED CREDIT CERTIFICATES will be INACTIVE once utilized in a successful bid. Should the same EARNED CREDIT CERTIFICATE be submitted in multiple bids on the same date, the first bid opened containing the EARNED CREDIT CERTIFICATE will be considered for bid. All other bids containing a duplicate EARNED CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bids has been issued; at such time, all duplicate EARNED CREDIT CERTIFICATES will be INACTIVATED as applicable and the remaining bid credit(s) and award criteria will be recalculated for subsequent bids. It is foreseeable that a contractor may apply the same Earned Credit(s) to multiple solicitations that have the same bid opening date. Where multiple solicitations have the same bid opening date, the Tollway will open bids in numerical order with the lowest project number per the last four digits of the contract, being opened first. The certificate will be redeemed up to the amount needed to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a bid certificate to the contractor.

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

In the event that a subcontractor becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) and the subcontractor actually utilized ECP credits in the bid process, the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractors ECP certificate balance.

XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES: Any contractor who knowingly submits an INACTIVE EARNED CREDIT CERTIFICATE shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor who submits a subcontractor/fabricator's EARNED CREDIT CERTIFICATE without the permission of the subcontractor/fabricator and/or without committing to utilizing the subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor found to be reporting EARNED CREDIT PROGRAM wages that were not in fact paid or submitting forged EARNED CREDIT CERTIFICATES shall be permanently barred from participating in the EARNED CREDIT PROGRAM. The Tollway may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.

XIII. POTENTIAL SUPPORTIVE SERVICE INCENTIVES PROVIDED BY ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY/ILLINOIS WORKNET: Participating contractors and fabricators may be eligible to receive additional incentives from the ECP hires enrolling in the Illinois workNet automated tracking system, Illinois Job Link. The following is a non-exhaustive list of potential reimbursements that the contractor/fabricator may be able to obtain after submission of the necessary receipts/documentation:

- A. Costs associated with mandatory physicals;
- B. Costs associated with mandatory training;
- C. Costs associated with tools, work clothes and work boots; and
- D. Tax incentives associated with hiring specified area codes or group members.

Contractors and fabricators should contact the applicable Illinois workNet for more information. Such reimbursements are not payable by the Tollway.

Situations not outlined in the EARNED CREDIT PROGRAM Special Provisions will be reviewed on a case-by-case basis by Tollway staff.

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. PROPOSAL GUARANTY

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

7. WAGE STIPULATIONS

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

on its website <http://labor.illinois.gov>. 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements and notice and record keeping duties.

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

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

AMENDMENTS TO PREVAILING WAGE LAW

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

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

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

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

8. NON-COLLUSION AFFIDAVIT

The bidders must complete the Non-Collusion Affidavit furnished with the Solicitation. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option, void this Contract without liability on the part of the Illinois Tollway and in addition, the contractor and its surety or sureties shall be liable to the Illinois Tollway for any and all

damages of every nature and description sustained, directly or indirectly, by the Illinois Tollway as a result of entering into Contracts based upon, among other things, the execution of such false affidavit.

9. **QUALIFICATIONS OF BIDDER**

The Illinois Tollway follows the procurement rules set by the Illinois Department of Transportation (IDOT) for the procurement of construction and professional services. The bidder must be prequalified by the Illinois Department of Transportation and submit with the Bid the appropriate "Certificate(s) of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

The bidder that currently employs or at any time during the 365 days prior to the bid employed 15 or more employees must also have an IDHR public contract number, or submit evidence of application, from the Illinois Department of Human Rights (IDHR).

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

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

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

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

The bidder shall submit with its Bid the forms "Plant and Equipment Questionnaire" and "Current Contractual Obligations", to supplement the information contained in the qualifications questionnaire required in the paragraph above.

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

10. **AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS**

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

11. **TAX EXEMPTIONS**

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

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

12. **HAUL ROADS**

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

13. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

14. **AUTHORITY POWER AND FUNDS**

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

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

15. **PAYMENT OF TOLLS**

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

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **COMPUTERIZED BIDDING**

The P-Pages for this contract are available in electronic format on the Tollway's Online Plan Room hosted by BHFX DIGITAL IMAGING at: www.illinoistollwaybidding.com.

The electronic version of the contract P-Pages is provided to assist bidders with the preparation of their bid. Notwithstanding, it is the bidder's responsibility to provide an accurate bid, which includes verification that the electronic P-Pages match the contract book P-Pages. Any revisions, including addenda, must be included in the bid. In the event of a discrepancy on the electronic P-Pages, the contract book P-Pages and Addenda control and take precedence over the electronic P-Pages.

If you intend to submit a computer generated bid, it must be in a printed form similar to the contract P-Pages and must be legible. Unit prices and extensions (total price) should be carried to two decimal places only (which prices must be more than \$0.00). A unit price of \$0.00 for any pay item will not be acceptable and will cause the bid to be deemed non-responsive.

20. **PUBLISHED PROCUREMENT INFORMATION:**

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

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

21. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

Protest Review Office Phone: (217) 720-7267

401 S. Spring Street:

Suite 515 Stratton Office Building

Springfield, IL 62706

Illinois Relay: (800) 841-6167

22. **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.

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

To demonstrate compliance with Public Act 95-0971, bidders shall submit a current copy of the Board of Elections registration certificate with their sealed bids, regardless of whether the bidder chooses to utilize Forms A or Forms B described in Instructions to Bidders, Item 21 above. Public Act 97-0895 further amended Public Act 95-0971 to modify automatic disqualification of an entity who fails to submit its Board of Election Certificate, however:

Failure to have registered as a business entity with the State of Illinois Board of Elections prior to the submittal of your bid will result in your bid being considered non-responsive.

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

Any bidder who bids on public contracts and currently employs or at any time during the 365 days prior to the bid has employed 15 or more employees, must register with the IDHR to be eligible to be awarded public contracts. Any bidder who registered previously but has a DHR number of 89999-00-0 or lower must re-register to maintain eligibility. Any IDHR number of 90000-00-0 or higher is valid for five years from the date of issue. The IDHR website link is below.

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

25. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

26. **EQUAL EMPLOYMENT OPPORTUNITY**

For any new construction or renovation project, the Contractor will adhere to the equal employment opportunity ("EEO") goals established by the U.S. Department of Labor - Office of Federal Contract Compliance Programs ("OFCCP") for construction trade workers in the Chicagoland area, which is provided through Executive Order 11246. The EEO goals are measured through the following percentages of aggregated construction work hours in each of the categories:

- At least 19.6 percent by minorities, as defined below; and
- At least 6.9% by females

Minority is defined as:

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.

Native Americans: Persons who are American Indians, Eskimos or Native Hawaiians.

Asian Pacific: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Northern Marianas.

Asian Indian: Persons whose origins are from India, Pakistan or Bangladesh.

27. **EARNED CREDIT PROGRAM**

The objective of the Earned Credit Program (ECP) is to encourage union contractors, subcontractors and fabricators to sponsor into applicable unions and employ and retain qualified and eligible disenfranchised African American, Hispanic, females, ex-offenders and veterans referred to them by the Tollway. The incentive to participate in the ECP includes the ability of all union contractors and fabricators to earn bid credits which may be applied to Tollway construction contracts advertised for public bidding.

28. **INITIAL CONTACT INFORMATION**

Please note that any 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 shall be reported to the Procurement Policy Board as required by Public Acts 96-0795, 96-0820 and 97-0895. 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.

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

Once the apparent low bidder is determined, all project correspondence occurring with the apparent low bidder will be addressed to the Initial Contact person via 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.

The Initial Contact Person named shall be familiar with assembling or obtaining the duly executed documents constituting the contract between the Illinois Tollway and the contractor. The Initial Contact Information form may be found within the "Instructions to Bidders" section.

29. **SUBCONTRACTOR DISCLOSURE**

The Bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors, with subcontracts with an annual value of more than \$50,000, 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 list of subcontractors should include but not be limited to subcontractors, 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 are those specifically hired to perform part of the work of this Contract.

30. **PROCUREMENT COMPLIANCE MONITORS**

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

31. **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.

32. **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 will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the

contract. Therefore, in accordance with the Act the Illinois Tollway is requesting each bidder to complete and submit the "Responsible Bidder Affidavit" form with their bid documents.

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

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

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

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

34. **RECORD RETENTION AND AUDIT**

In compliance with the Illinois Procurement Code (30 Ill. Comp. Stat. 500/20-65) and rules promulgated thereunder, every CONTRACT for goods and services shall provide that the contractor shall maintain certain records, books and documents.

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

For purposes of this section, "timeliness" will be considered production within the time period specified 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, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The CONTRACTOR agrees to cooperate fully with any audit conducted 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, and to provide full access to all relevant materials. The auditors reserve the right to enter the CONTRACTOR's place of

business in order to audit the records. If they are not produced in a timely manner by the CONTRACTOR, then the CONTRACTOR shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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.

35. **ACCEPTANCE OF SCANNED SIGNATURES**

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

NON-CORPORATION SIGNATURE FORM

Ben Holmstrom, Tom McBride & Ted Logan _____, is hereby authorized, directed and

empowered, on behalf of William Charles Construction Company, LLC, to execute
(Name of Contractor)

contract number RR - 16 - 4258 and any and all contract modifications or

documentation in connection with The Illinois State Toll Highway Authority's

Contract No. RR - 16 - 4258.

William Charles Construction Company, LLC

Name of Contractor

B

Ron Alden, Assistant Secretary

Title

8/29/16

Date

Winnebago County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng	
ASBESTOS ABT-GEN	BLD			31.790	32.790	1.5	1.5	2.0	8.420	15.17	0.000	0.800	
ASBESTOS ABT-MEC	BLD			18.950	0.000	1.5	1.5	2.0	2.700	3.350	0.000	0.000	
BOILERMAKER	BLD			47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400	
BRICK MASON	BLD			37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640	
CARPENTER	BLD			37.890	42.060	1.5	1.5	2.0	9.300	12.70	0.000	0.600	
CARPENTER	HWY			42.630	44.380	1.5	1.5	2.0	8.600	11.00	0.000	0.490	
CEMENT MASON	ALL			35.740	38.490	1.5	1.5	2.0	9.750	14.04	0.000	0.500	
CERAMIC TILE FINISHER	BLD			32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560	
COMMUNICATION TECH	BLD			36.440	40.080	1.5	1.5	2.0	10.39	12.09	0.000	0.760	
ELECTRIC PWR EQMT OP	ALL			37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380	
ELECTRIC PWR EQMT OP	HWY			39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390	
ELECTRIC PWR GRNDMAN	ALL			29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290	
ELECTRIC PWR GRNDMAN	HWY			30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300	
ELECTRIC PWR LINEMAN	ALL			45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450	
ELECTRIC PWR LINEMAN	HWY			46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470	
ELECTRIC PWR TRK DRV	ALL			30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300	
ELECTRIC PWR TRK DRV	HWY			31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310	
ELECTRICIAN	BLD			42.960	47.260	1.5	1.5	2.0	10.39	17.47	0.000	0.860	
ELEVATOR CONSTRUCTOR	BLD			46.830	52.680	2.0	2.0	2.0	13.57	14.51	3.770	0.600	
GLAZIER	BLD			35.980	37.980	1.5	1.5	1.5	10.30	8.200	0.000	1.250	
HT/FROST INSULATOR	BLD			33.930	38.550	0.0	0.0	0.0	7.950	14.77	0.000	0.480	
IRON WORKER	ALL			36.290	38.100	2.0	2.0	2.0	10.24	23.19	0.000	0.500	
LABORER	BLD			31.790	32.790	1.5	1.5	2.0	8.420	15.17	0.000	0.800	
LABORER	HWY			34.340	35.090	1.5	1.5	2.0	8.420	17.42	0.000	0.800	
LABORER, SKILLED	HWY			36.990	37.740	1.5	1.5	2.0	8.420	17.42	0.000	0.800	
LATHER	BLD			37.890	42.060	1.5	1.5	2.0	9.300	12.70	0.000	0.600	
MACHINIST	BLD			45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000	
MARBLE FINISHERS	BLD			32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560	
MARBLE MASON	BLD			35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590	
MATERIAL TESTER I	ALL			33.560	0.000	1.5	1.5	2.0	8.240	16.39	0.000	0.800	
MATERIALS TESTER II	ALL			33.560	0.000	1.5	1.5	2.0	8.240	16.39	0.000	0.800	
MILLWRIGHT	BLD			37.220	40.940	1.5	1.5	2.0	9.050	15.00	0.000	0.500	
OPERATING ENGINEER	BLD 1			48.300	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	BLD 2			43.100	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	BLD 3			40.650	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	BLD 4			38.650	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	BLD 5			47.550	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	BLD 6			46.800	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	BLD 7			43.800	47.800	2.0	2.0	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	HWY 1			43.650	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	HWY 2			43.100	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	HWY 3			41.800	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	HWY 4			40.350	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	HWY 5			38.900	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	HWY 6			46.650	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300	
OPERATING ENGINEER	HWY 7			44.650	47.650	1.5	1.5	2.0	17.55	11.80	2.350	1.300	
PAINTER	ALL			36.500	38.500	1.5	1.5	1.5	10.30	8.460	0.000	1.350	
PILEDRIIVER	BLD			38.890	43.170	1.5	1.5	2.0	9.300	12.70	0.000	0.600	
PILEDRIIVER	HWY			42.630	44.380	1.5	1.5	2.0	8.600	11.00	0.000	0.490	
PIPEFITTER	ALL			43.100	46.120	1.5	2.0	2.0	8.220	11.29	0.000	1.000	
PIPEFITTER	BLD			43.100	46.120	1.5	1.5	2.0	8.220	11.29	0.000	1.000	
PLASTERER	BLD			34.250	37.680	1.5	1.5	2.0	9.300	12.30	0.000	0.500	
PLUMBER	ALL			43.100	46.120	1.5	2.0	2.0	8.220	11.29	0.000	1.000	
PLUMBER	BLD			43.100	46.120	1.5	1.5	2.0	8.220	11.29	0.000	1.000	
ROOFER	BLD			41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530	
SHEETMETAL WORKER	BLD			37.930	40.210	1.5	1.5	2.0	6.000	16.92	0.520	0.290	
SPRINKLER FYTTER	BLD			37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350	
STONE MASON	BLD			37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640	
SURVEY WORKER	>NOT IN EFFECT			ALL	35.650	36.400	1.5	1.5	2.0	8.240	13.95	0.000	0.800
TERRAZZO FINISHER	BLD			32.850	0.000	1.5	1.5	2.0	8.600	5.210	0.000	0.560	
TERRAZZO MASON	BLD			35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590	
TILE LAYER	BLD			37.890	42.060	1.5	1.5	2.0	9.300	12.70	0.000	0.600	
TILE MASON	BLD			35.530	35.780	1.5	1.5	2.0	8.600	7.520	0.000	0.590	
TRUCK DRIVER	ALL 1			35.020	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200	

TRUCK DRIVER	ALL 2	35.170	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200
TRUCK DRIVER	ALL 3	35.370	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200
TRUCK DRIVER	ALL 4	35.480	0.000	1.5	1.5	2.0	8.600	8.600	0.000	0.200
TUCKPOINTER	BLD	37.050	39.800	1.5	1.5	2.0	9.230	12.57	0.000	0.640

Legend: RG (Region)

TYT (Trade Type - All, Highway, Building, Floating, Oil & Ship, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-P8 (OT required for every hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations**WINNEBAGO 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.

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, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving,

placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamps, hose men on concrete pumps, haz-ardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

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 ENGINEERS - 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 Paver (over 27E cu. ft.); Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Cretar Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front End-loader 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 - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; 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; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; 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, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "R" Frame.

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

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder;

ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; 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 of all types; Crater Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; 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; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 78 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); 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; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; 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 - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump 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

Landscape 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.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-16-4258

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30 a.m., local time, August 4, 2016 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Removal and installation of new underground fuel storage tanks including soils remediation; site grading for detention, building foundations, and paving; replacement of sanitary sewer and lift station and storm sewer on site; installation of site lighting; construction of an maintenance facility and truck wash facility; installation of a communications shelter; upgrading servers and network switches; achieve LEED Silver Certification as mandated by the State of Illinois Green Buildings Act.

The services will be performed at the : M-7 Maintenance Yard of the Illinois State Toll Highway Authority on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 at 7910 East State, Rockford in Winnebago County, Illinois.

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

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

Addendum No. <u>1</u>	Date <u>6/23/16</u>
Addendum No. <u>2</u>	Date <u>7/21/16</u>
Addendum No. _____	Date _____
Addendum No. _____	Date _____

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-16-4258
 RECON - M-7 ROCKFORD - CONSTRUCTION
 JANE ADDAMS MEMORIAL TOLLWAY (I-90) (M.P. 15.2)
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS671010	MOBILIZATION, TOLLWAY	L SUM	1	\$1,500,000.00	\$1,500,000.00
*	JT130110	SITE AND BUILDING CONSTRUCTION	L SUM	1	\$21,614,884.88	\$21,614,884.88
*	JT131900	TRUCK WASH BUILDING	L SUM	1	\$1,530,396.84	\$1,530,396.84
TOTAL AMOUNT OF CORE WORK						24,645,281.70
*	JT154024	ALLOWANCE FOR PLANTING AND SEEDING	UNIT	50,000	1.00	50,000.00
*	JT154044	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL AND HAZARDOUS WASTE REMOVAL	UNIT	250,000	1.00	250,000.00
*	JT164112	ALLOWANCE FOR ADDITIONAL ELECTRICAL AND COMMUNICATION WORK	UNIT	100,000	1.00	100,000.00
*	JT154117	ALLOWANCE FOR SOIL CONDITIONS	UNIT	250,000	1.00	250,000.00
*	JT154118	ALLOWANCE FOR UNFORESEEN CONDITIONS	UNIT	250,000	1.00	250,000.00
*	JT154127	ALLOWANCE FOR UTILITY SERVICE CONNECTION	UNIT	250,000	1.00	250,000.00
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY			(1,000.00)
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY			(300.00)
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY			See Note 1
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY			(1,000.00)
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR			(25,000.00)
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY			(500.00)
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY			(2,500.00)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-16-4258
RECON - M-7 ROCKFORD - CONSTRUCTION
JANE ADDAMS MEMORIAL TOLLWAY (I-90) (M.P. 15.2)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.08 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.08 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(1,250.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(1,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(1,250.00)	
	999NEG48	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	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)	
	999NEG55	DAMAGE TO TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5	HOOR		See Note 2	
TOTAL AMOUNT OF CONTINGENCY WORK						1,150,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-16-4258
 RECON - M-7 ROCKFORD - CONSTRUCTION
 JANE ADDAMS MEMORIAL TOLLWAY (I-90) (M.P. 15.2)
 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 = TOTAL AMOUNT OF BASE BID						25,795,281.70
ECP BID CREDIT						250,000.00
AWARD CRITERIA						25,545,281.70

OK AND
8/4/16

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS

Note 1: The deduction will be according to Article 280.02(b)(1) Table A. The Contractor should leave the unit price value blank.
 Note 2: The deduction will be according to S.P. 115.5. The Contractor should leave the unit price value blank.

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

- A. The base bid is to be clearly identified on Base Bid Line. Base Bid = Total Amount of Core Work + Total Amount of Contingency Work
- B. ECP Bid Credit Line is to include the total amount of bid credits applied to the bid;
- C. Award Criteria Line is to include the Award Criteria.

(Base Bid line minus ECP Bid credit line equals Award Criteria Line).

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-16-4258 as specified in S.P. 103.1

OPENED 9-4-2016 *NR*

BOND OR
 CHECK ENCLOSED: YES NO

Certificate No.

00392

Issued To:

William Charles Construction, LLC

Dated:

July 27, 2016

In the Amount of:

\$472,424.36

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

04/23/2016 - 05/20/2016

Misty Osterberg, Michael A. Johnson

No. 00392

Illinois State Toll Highway Authority

This Certifies that William Charles Construction, LLC has earned a total of \$472,424.36 through the Earned Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 27-July-2016



The owner of this certificate # 00392 is tendering
\$ 250,000.00 credits for use on bid for contract
RR-16-4258 on (date) 8/4/16. I understand that
any credits not utilized for a winning bid will be returned.

Signed _____

Ben Johnson, President

Illinois State Toll Highway Authority - Bidder List

Project Number: RR-16-4258

Project Description: M-7 Reconstruction, Jane Addams Memorial Tollway (I-90) at M.P.15.2, Rockford, IL

Advertisement Date: 6/2/2016

Bid Opening Date: 8/4/2016

No.	Contractor	DBE Waiver	Bid	ECP Submitted	ECP Used	Award Criteria
1	William Charles Construction Company, LLC	No	\$25,795,281.70	\$250,000.00	\$0.00	\$25,795,281.70
2	F. H. Paschen, S.N. Nielsen & Assoc., LLC	No	\$26,147,000.00	\$250,000.00	\$0.00	\$26,147,000.00
3	K. R. Miller Contractors, Inc.	No	\$26,477,000.00	\$80,000.00	\$0.00	\$26,477,000.00
4	Novak Construction Co., Inc.	No	\$26,890,000.00	\$0.00	\$0.00	\$26,890,000.00
5	UJAMAA Construction, Inc.		Non-Responsive			Non-Responsive

Accompanying this Bid is a Bid Guaranty:

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

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract RR-16-4258, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

It is understood that the undersigned will not be permitted to sublet work representing more than **Ninety-Seven and a half percent (97.50%)** of the total price bid in this Bid; and any and all sub-contractors must be approved in writing by the Chief Engineer before commencing any work.

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

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

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

Unless otherwise specified, a current Illinois Department of Transportation "Certificate of Eligibility" shall be 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.**

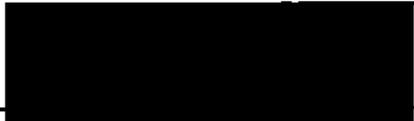
The undersigned submits herewith, completely filled out, forms of the Authority entitled "Plant and Equipment Questionnaire" and "Current Contractual Obligations," as required by the Tollway Supplemental Specifications.

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

The undersigned is ~~an individual~~)
~~a partnership~~) under the laws of the State of Illinois
~~a Corporation~~) A Limited Liability Company
~~a Joint Venture~~)
having principal office at Loves Park, Illinois and has furnished to the Authority the necessary evidence of authority to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 4th day of August, 2016, by its President,
thereunto duly authorized.

William Charles Construction Company, LLC (SEAL)
5290 Nimtz Road, Loves Park, IL (SEAL)

Affix Corporate Seal BY: 
or Power of Attorney Where Applicable Ben Holmstrom, President

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:

Ben Holmstrom _____
President Address

Tim Bridges _____
Vice-President Address

Jeff Potter _____
Secretary Address

Jeff Potter _____
Treasurer Address

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.

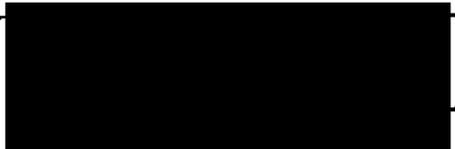
- Resident Bidder (30 ILCS 500/45-10)
- Recycled Materials (30 ILCS 500/45-20)
- Recycled Paper (30 ILCS 500/45-25)
- Environmentally Preferable Supplies (30 ILCS 500/45-26)
- Illinois Correctional Industries (30 ILCS 500/45-30)
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35)
- 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:

Resident Bidder (30 ILCS 500/45-10) - Certificate from Illinois Secretary of State attached.

Office Address is: 5290 Nimitz Road, Loves Park, IL 61111

Signature of Authorized Representative:



Printed Name of Authorized Representative: Ben Holmstrom, President

Vendor Name: William Charles Construction Company, LLC

Date: 8/4/16

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**CONTRACT NO. RR-16-4258****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	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
Plant and Equipment Questionnaire	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
Progress Schedule	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
Current Contractual Obligations	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
Bid Guaranty	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
Financial Statement	Jeff Potter	(815) 654-4700	estimating@williamcharlesconstruction.com
DBE Utilization Plan	Leigh Ann Seebruck	(815) 654-4700	estimating@williamcharlesconstruction.com
EEO Program	Mora DaSilva	(815) 654-4700	estimating@williamcharlesconstruction.com
Veteran's Utilization Plan	Leigh Ann Seebruck	(815) 654-4700	estimating@williamcharlesconstruction.com
Financial Disclosures	Jeff Potter	(815) 654-4700	estimating@williamcharlesconstruction.com
Standard Business Terms and Conditions	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-16-4258

AFFIDAVIT

State of Illinois)
County of Winnebago) SS

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

That his/her name is Ben Holmstrom, and he/she resides at Rockford, IL
and his/her office is at 5290 Nimitz Rd., Loves Park, IL. That he/she makes, and is authorized to
make

this affidavit on behalf of William Charles Construction Company, LLC, a
(Name of Corporation, Partnership, etc.)

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in Contract No. RR-16-4258 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]
Ben Holmstrom, President

Sworn to before me and subscribed in my presence this 4th day of August, 2016.

[Redacted Signature]
(Notary Public)

My Commission Expires: 9/17/2018



PLANT AND EQUIPMENT QUESTIONNAIRE

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

1. KEY PERSONNEL

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

(USE BLACK INK ONLY)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
Tim Bridges	Vice-President	Supervision of Operations	28	13
Gordon Berg	Chief Estimator Project	Chief Estimator	43	43
Roland Feery	Foreman	Asphalt Foreman	46	38
Scott Graceffa	Electric Superintendent	Electric Superintendent	5	22
Tom McBride	Operations Manager	Operations Manager	11	16
Casey Morgan	Project Manger	Project Manager	19	11
Jeff Butt	Superintendent	Pipe Supt.	28	6
Kyle Gretschmann	Foreman	Foreman	11	9
Curt Szymanski	Superintendent	Asphalt Supt.	25	6
Mark Read	Electric Estimator	Electric Estimator	32	32
Scott Doyle	Paver Foreman	Paver Operator	24	24
Curt Campbell	Paver Operator	Paver Operator	10	22
David Knutson	Finish Roller	Finish Roller	28	28
Tanner Frankfort	Ass't. Project Manager	Ass't. Project Mgr.	8	4
Dirk Morgan	Laborer	Laborer	22	22
Pete Capes	Sr. Estimator	Sr. Estimator	28	16
Dave Bonavia	Electric Estimator	Electric Estimator	17	23

William Charles Construction
2016 Equipment List

Equipment	Description	Manufacturer	Model
1909929	Agco-Allis 9650 Tractor W/Frt Whl Assist	Agco Allis	9650
1001063	Allis Chalmers AC160 Tractor Mower	Allis Chalmers	AC160
1909113	Case IH 9170 Tractor	Case	IH 9170
1001087	Deutz Allis 6080 Tractor	Deutz Allis	6080
1909547	John Deere 8650 Tractor	John Deere	8650
1709500	New Holland TN75 Tractor	New Holland	TN75
1001020	Airburner T359	Airburner	T359
1021024	Gravely WAW1034 Walk behind Mower	Gravely	WAW1034
1701029	IR 250C Wheeled Rotomill	Ingersol Rand	NW 250C
9925004	Probst Hydraulic Clamp	Probst	VZ-h uni-KV
1009336	Ring O Matic 750 Manhole Machine W/Vacuum Trailer	Ring O Matic	750
9925150	Asphalt SR60 Reheater	Street Heat	SR60
1001042	Vermeer CC135 R/T Trencher	Vermeer	CC-135
1001004	Vermeer D24A Navigator	Vermeer	D24A
1009004	Vermeer Trencher LM42 Walk behind	Vermeer	LM42
1009018	Vermeer T650 Wheeled Trencher	Vermeer	T650
1021036	Vermeer V120 Trencher	Vermeer	V120
1721017	Case 1845C Skidloader	Case	1845C
1701779	Case 70XT Skidloader	Case	70XT
1721710	Caterpillar 246C Skidloader	Caterpillar	246C
1701057	Case 1825 SkidLoader	Case	1825
1021019	Caterpillar R800T Forklift	Caterpillar	R800T
1001039	Caterpillar V50D-SA Forklift	Caterpillar	V50D-SA
1021039	Ingersoll Rand VR642C Variable Reach Forklift	Ingersoll Rand	VR642C
1001078	John Deere 482C Forklift at Ragnar Benson	John Deere	482C
1021022	Nissan BF03A35V Forklift	Nissan	BF03A35V
1709501	Bobcat T250 Trk Skidloader	Bobcat	T250
1709810	Mustang MTL25 Track Skidloader	Mustang	MTL25
1701710	Mustang MTL16 Track Skidloader	Mustang	MTL16
1709826	Mustang MTL16 Track Skidloader	Mustang	MTL16
1709034	Mustang MTL20 Track SkidLoader	Mustang	MTL20
1709215	Mustang MTL20 Track Skidloader	Mustang	MTL20
1709441	Mustang MTL20 Track Skidloader	Mustang	MTL20
1709031	Mustang MTL25 Track Skidloader	Mustang	MTL25
1701719	Case 95XT Skidloader	Case	95XT
1721002	Case 95XT Skidloader	Case	95XT
1721711	Caterpillar 246C Skidloader	Caterpillar	246C
1721700	Caterpillar 272C Skidloader	Caterpillar	272C
1721701	Caterpillar 272C Skidloader	Caterpillar	272C
1721702	Caterpillar 272C Skidloader	Caterpillar	272C
1721703	Caterpillar 272C Skidloader	Caterpillar	272C
1721704	Caterpillar 272C Skidloader-Highflow	Caterpillar	272C
1721712	Caterpillar 272C Skidloader	Caterpillar	272C
1721713	Caterpillar 272C Skidloader	Caterpillar	272C
1721705	John Deere 332D Skidloader	John Deere	332D
1721706	John Deere 332D Skidloader	John Deere	332D
1721707	John Deere 332D Skidloader	John Deere	332D
1721708	John Deere 332D Skidloader	John Deere	332D
1721709	John Deere 332D Skidloader-Highflow	John Deere	332D
1009983	Dimas FS6600 30" Concrete Saw	Dimas	FS6600
1001011	Pipe Jetter	High Pressure Washer	
9923699	Hyd Ductile Saw	ICS	ICS 880F4
1021000	Target PRO6511148 Concrete Saw	Target	PRO6511148
9923809	Plate C10C Compactor	NPK	C10C
1004027	Remco MCW 16 Disc	Remco	MCW 16
1109132	Caterpillar D8T Dozer	Caterpillar	D8T
1121103	Caterpillar D8T Dozer W/Ripper	Caterpillar	D8T
1109884	John Deere 1050C Dozer	John Deere	1050C
1109994	John Deere 850J WLT Dozer W/GPS	John Deere	850J WLT
1109213	Caterpillar D6R III LGP Crawler W/GPS	Caterpillar	D6R III LGP VPT
1121102	Caterpillar D6R LGP Dozer 13'6" Wide	Caterpillar	D6R LGP
1121105	Cat D6T LGP Dozer	Caterpillar	D6T LGP
1109488	John Deere 750J LGP Dozer	John Deere	750J LGP

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Equipment	Description	Manufacturer	Model
1109124	John Deere 700J LGP Dozer	John Deere	700J LGP
1109125	John Deere 700J LGP Dozer	John Deere	700J LGP
1109306	John Deere 700J LGP Dozer	John Deere	700JLGP
1109314	John Deere 700J LGP Dozer	John Deere	700JLGP
1109982	John Deere 650J LGP Dozer	John Deere	650J LGP
1221200	Caterpillar143HC Motor Grader	Caterpillar	143HC
1209724	John Deere 772CH Motor Grader	John Deere	772CH
1209676	John Deere 772CH II Motor Grader	John Deere	772CH II
1209060	John Deere 872D Motor Grader	John Deere	872D
1209601	John Deere 872D Motor Grader	John Deere	872D
1209371	John Deere 872G Motor Grader	John Deere	872G
1209066	John Deere 570B Motor Grader	John Deere	570B
1201206	Fiat-Allis 65B Motor Grader	Fiat Allis	65B
1201254	Fiat Allis 65B Motor Grader	Fiat Allis	65B
1221202	Fiat Allis 65C Motor Grader	Fiat Allis	FG65C
1209016	Noram 65ET Motor Grader	Noram	65ET
1321307	Caterpillar 627F Scraper	Caterpillar	627F
1321308	Caterpillar 627F Scraper	Caterpillar	627F
1321309	Caterpillar 627F Scraper	Caterpillar	627F
1321310	Caterpillar 627F Scraper	Caterpillar	627F
1321301	Caterpillar 627G Scraper	Caterpillar	627G
1321303	Caterpillar 627G Scraper	Caterpillar	627G
1321304	Caterpillar 627G Scraper	Caterpillar	627G
1321305	Caterpillar 627G Scraper	Caterpillar	627G
1321313	Caterpillar 627G Scraper	Caterpillar	627G
1321314	Caterpillar 627G Scraper	Caterpillar	627G
1301339	John Deere 862B Scraper	John Deere	862B
1004026	Calumet V3750 Water Tanker	Calumet	V3750
1409485	John Deere 450D LC Excavator	John Deere	450DLC
1409588	John Deere 470G LC Excavator	John Deere	470G LC
1409589	John Deere 470G LC Excavator	John Deere	470G LC
1409590	John Deere 470G LC Excavator	John Deere	470G LC
1409591	John Deere 470G LC Excavator	John Deere	470G LC
1409472	Hitachi ZX350LC-3 Excavator	Hitachi	ZX350LC-3
1409082	John Deere 330C LC Excavator	John Deere	330CLC
1409451	John Deere 350D LC Excavator	John Deere	350 DLC
1409121	John Deere 350D LC Excavator	John Deere	350DLC
1409158	John Deere 350D LC Excavator	John Deere	350DLC
1409436	John Deere 350D LC Excavator W/Thumb	John Deere	350DLC
1401471	Komatsu PC220LC 6 Excavator	Komatsu	PC220LC6
1409419	Volvo EC240C L Excavator	Volvo	EC240CL
1409129	John Deere 690E LC Excavator W/Indeco MES 2500 Hyd Breaker	John Deere	690ELC
1409497	Komatsu HB215LC-1 Excavator	Komatsu	HB215LC-1
1421408	Hitachi EX160 LC Backhoe	Hitachi	EX160LC
1409985	John Deere 135C Excavator	John Deere	135C RTS
1409240	John Deere 160C LC Excavator	John Deere	160CLC
1401401	Bobcat 320 Mini Excavator	Bobcat	320
1409621	John Deere 35D Mini Excavator	John Deere	35D
1409297	Volvo ECR38 Mini Excavator	Volvo	ECR38
1409115	John Deere 710G Loader Backhoe	John Deere	710G
1409666	John Deere 710G Loader Backhoe	John Deere	710G
1021407	John Deere 410E Loader Backhoe	John Deere	410E
1409885	Volvo BL70 Loader Backhoe	Volvo	BL70
1409134	Bobcat B250 Loader Backhoe	Bobcat	B250
1409111	John Deere 310SE Backhoe	John Deere	310SE
1001460	P&H Omega18 Crane	P&H	Omega18
1509615	Caterpillar 973C Track Loader	Caterpillar	973C LGP
1509616	Caterpillar 973C Track Loader	Caterpillar	973C LGP
1509447	Caterpillar 973D Track Loader 4 in 1	Caterpillar	973D LGP
1509448	Caterpillar 973D Track Loader	Caterpillar	973D LGP
1501519	Caterpillar 953B Track Loader	Caterpillar	953B
1601502	Caterpillar 815F Compactor	Caterpillar	815F
1601506	Caterpillar 815F II Compactor	Caterpillar	815F II

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Equipment	Description	Manufacturer	Model
1001749	Impactor Brkr/compactor	Impactor	2000
1721579	Caterpillar AP600D Paver-Asphalt	Caterpillar	AP600D
1709533	Cedar Rapids CR551 Paver	Cedar Rapids	CR551
1709659	Cedar Rapids CR552 Paver	Cedar Rapids	CR552
1709003	Cedar Rapids CR562 Paver-track mounted	Cedar Rapids	CR562
1721575	Bomag 813RT Paver	Bomag	813RT
1621613	Bomag 284AD Dbl Drum Roller	Bomag	BW284AD
1621614	Bomag 284AD Dbl Drum Roller	Bomag	BW284AD
1621617	Hypac C840C SD Roller	Hypac	C840C
1701634	IR SD100 Roller	Ingersol Rand	SD100
1701642	IR SD100 Roller	Ingersol Rand	SD-100 Propac
1701647	IR SD100D Roller	Ingersol Rand	SD100D Propac
1701679	IR SD100D TF Roller	Ingersol Rand	SD100D TF
1609618	Hypac C778B Roller	Hypac	C778B
1609655	Hypac C778D Roller	Hypac	C778D
1701644	IR DA48 Roller	Ingersol Rand	DA48
1621604	IR DD110 Roller	Ingersol Rand	DD110
1701611	IR DD110 Dbl Drum Roller	Ingersol Rand	DD110
1701672	IR DD110 Dbl Drum Roller	Ingersol Rand	DD110
1701649	IR DD90 Dbl Drum Roller	Ingersol Rand	DD90
1609562	Bomag BW900 Roller	Bomag	BW900
1621605	Caterpillar CB214D Dbl Drum Roller	Caterpillar	CB214D
1621606	Caterpillar CB224D Dbl Drum Roller	Caterpillar	CB224D
1609868	Dynapac CC1000 Roller	Dynapac	CC1000
1609674	Dynapac CC142 Roller	Dynapac	CC142
1609837	Dynapac CC142 Roller	Dynapac	CC142
1609095	Dynapac CC900G Roller	Dynapac	CC900G
1609848	Hypac C747B Roller	Hypac	C747B
1621607	Hypac C747B Roller	Hypac	C747B
1621600	Hypac C754A Roller	Hypac	C754A
1609987	Hypac C754B Roller	Hypac	C754B
1621608	Hypac C754B Roller	Hypac	C754B
1709808	Hypac C754B Roller	Hypac	C754B
1701664	IR DD23 Dbl Drum Roller	Ingersol Rand	DD23
1701665	IR DD23 Dbl Drum Roller	Ingersol Rand	DD23
1701684	IR DD32 Dbl Drum Roller	Ingersol Rand	DD32
1701685	IR DD32 Dbl Drum Roller	Ingersol Rand	DD32
1701658	IR DD35 Dbl Drum Roller	Ingersol Rand	DD35
1609172	Wacker RD11A Roller	Wacker	RD11A
1621601	Wacker RD11A Roller	Wacker	RD11A
1621611	Wacker RD11A Roller	Wacker	RD11A
1701681	Wacker RD880V Roller	Wacker	RD880V
1609313	Hypac C350D Static Roller	Hypac	C350D
1701676	IR ST80 Dbl Drum Roller	Ingersol Rand	ST80
1609506	Sakai R2H-2 Static Roller	Sakai	R2H-2
1609512	Sakai R2H-2 Static 3 Wheel Roller	Sakai	R2H-2
1701626	IR PT125R Roller	Ingersol Rand	PT125R
1621603	IR PT240R Pneumatic Roller	Ingersol Rand	PT240R
1609118	Bomag BW211PD-3 Sheepsfoot Roller	Bomag	BW211PD-3
1609141	Bomag BW211PD-3 Sheepsfoot Roller	Bomag	BW211PD-3
1701608	Case W602BPD Sheepsfoot Roller	Case	W602BPD
1621602	Hypac C766C Roller	Hypac	C766C
1609131	Bomag BW177DH-3 Sheepsfoot Roller	Bomag	BW177DH-3
1701641	Case 1102PD Sheepsfoot Roller	Case	1102PD
1701635	IR SP56 Sheepsfoot Roller	Ingersol Rand	SP56
1701607	Hypac C822A Roller	Hypac	C822A
1701704	Broce KR350 Sweeper	Broce	KR350
1701702	Case CX60 Tractor W/Broom	Case	CX60
1701705	John Deere 210C Power Broom	John Deere	210C
1701703	John Deere 302 Tractor	John Deere	302
1001067	John Deere 401B Tractor	John Deere	401B
7021016	John Deere Tractor & Broom	John Deere	5310 & CH72
1701731	Astec 400 Asphalt Plant Dbl Drum	Astec	Turbo 400

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Equipment	Description	Manufacturer	Model
1701722	Cedar Rapids 8000 Asphalt Plant	Cedar Rapids	8000
1701721	Cedar Rapids 8835 Drum Mix Plant	Cedar Rapids	8835
1701723	Cedar Rapids Asphalt Plant	Cedar Rapids	
1701729	Bituma 200TN Storage Silo	Bituma	10291
1701730	Bituma 200TN Storage Silo	Bituma	10291
1721577	BlawKnox 195D Road Widener	Blaw Knox	RW195D
1701743	Blawknox 195RW Road Widener	BlawKnox	195
1709657	Blaw Knox MC330 Transfer Machine	Blaw Knox	MC330
1709625	Weiler E2850 Transfer Machine	Weiler	E2850
1309554	Volvo A40D Water Truck 8000 Gallon	Volvo	A40D
1309481	Volvo A40F Articulated Haul Truck	Volvo	A40F
1309482	Volvo A40F Articulated Haul Truck	Volvo	A40F
1309593	Volvo A40F Articulated Truck	Volvo	A40F
1309594	Volvo A40F Articulated Truck	Volvo	A40F
1309595	Volvo A40F Articulated Truck	Volvo	A40F
1309596	Volvo A40F Articulated Truck	Volvo	A40F
1309597	Volvo A40F Articulated Truck	Volvo	A40F
1309598	Volvo A40F Articulated Truck	Volvo	A40F
1309599	Volvo A40F Articulated Truck	Volvo	A40F
1309592	Volvo A40F Articulated Truck	Volvo	A40F
1001769	Gardner Denver 750SPQDC Air Compressor	Gardner Denver	750SPQDC
9925148	Speedaire Air Compressor	Speedaire	2YJ61
1809420	Volvo L350F Wheel Loader	Volvo	L350F
1809421	Volvo L350F Wheel Loader	Volvo	L350F
1809422	Volvo L350F Wheel Loader	Volvo	L350F
1809041	Volvo L220E Wheel Loader	Volvo	L220E
1809326	Volvo L220F Wheel Loader	Volvo	L220F
1801837	Caterpillar 980C Loader	Caterpillar	980C
1809140	Caterpillar 980H Wheel Loader	Caterpillar	980H
1821809	Caterpillar 980H Wheel Loader	Caterpillar	980H
1821810	Caterpillar 980H Wheel Loader	Caterpillar	980H
1821813	Caterpillar 980H R/T Loader	Caterpillar	980H
1821814	Caterpillar 980H R/T Loader	Caterpillar	980H
1809975	Volvo L180E Wheel Loader	Volvo	L180E
1809312	Volvo L180F Wheel Loader	Volvo	L180F
1809327	Volvo L180F Wheel Loader	Volvo	L180F
1809209	Volvo L150E Wheel Loader	Volvo	L150E
1809246	Volvo L110E Wheel Loader	Volvo	L110E
1809153	Volvo L120E Wheel Loader	Volvo	L120E
1821812	Volvo L120F Wheel Loader	Volvo	L120F
1809116	John Deere 544J Wheel Loader	John Deere	544J
1801845	John Deere 344E Loader w/Broom	John Deere	344E
1821811	John Deere 344J Wheel Loader w/Broom	John Deere	344J
7011231	Mass Load High Speed Scale Package	Mass Load Technolog	42' x 168" x 18"
9924206	Avalanche 20' Snow Box	Avalanche	LDA200-20
9923800	FFC 10' SNOW PLOW Skid Loader Attachment	FFC	10'
9923801	FFC 10' SNOW PLOW Skid Loader Attachment	FFC	10'
9924210	JRB 14' Snow Box	JRB	TLB14
9924208	JRB 20' Snowbox	JRB	WL20'
9924209	Protec 16' Snow Box	Protec	SP16L
9923461	Belshe Equip Trlr	Belshe	T10-2AP
9903308	Bobco Dump Trlr	Bobco	Rock Tub
9923433	Cargomate Enclosed Trlr	Cargomate	7X10
9923447	Cargomate Enclosed Trlr	Cargomate	7X14
9923421	Cargomate Enclosed Trlr	Cargomate	8 1/2 X 20
9923422	Cargomate Enclosed Trlr	Cargomate	8 1/2 X 20
9923444	Cargomate Van Trlr	Cargomate	CM612TAZ
9923437	Cargomate Trlr	Cargomate	LFN039954
9923427	Cargo Mate Enclose Trlr	Cargomate	QUALIFIER 8.5X20
9923454	Continental Cargo Enclosed Trlr	Continental Cargo	7X14 CC714TA2
9923468	Continental Cargo Enclosed Trlr	Continental Cargo	8.5X20
9923467	Cronkite Equip Trlr	Cronkite	330EWA
9923497	Diamond Cargo 8.5x20 Enclosed Trailer	Diamond Cargo	8.5 x 20

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Equipment	Description	Manufacturer	Model
9903320	Dorsey Dump Trlr	Dorsey	
9923408	Dorsey Van Trlr	Dorsey	
9903406	Dynaweld Trlr	Dynaweld	20TAHD
9903412	Dynaweld Trlr	Dynaweld	40TTA
9923413	Etnyre Flatbed Trlr	Etnyre	CFP10TA 27755
9923429	Etnyre Live Bottom Trlr	Etnyre	LB 231
9923450	Etnyre Live Bottom Trlr	Etnyre	LB 231
9923428	Etnyre Live Bottom Trlr	Etnyre	LB 236
9923417	Etnyre Live Bottom Trlr	Etnyre	LB236
9923418	Etnyre Live Bottom Trlr	Etnyre	LB236
9923419	Etnyre Live Bottom Trlr	Etnyre	LB236
9923431	Etnyre Live Bottom Trlr	Etnyre	LB236
9923432	Etnyre Live Bottom Trlr	Etnyre	LB236
9903368	Etnyre Live Bottom Trlr	Etnyre	V1012
9923453	EzLoader Boat Trlr	EZ Loader	APT22-24
9903319	Fruehauf Dump Trlr	Fruehauf	
9903321	Fruehauf Dump Trlr	Fruehauf	
9903322	Fruehauf Dump Trlr	Fruehauf	
9903324	Fruehauf Dump Trlr	Fruehauf	
9923495	Great Dane Semi Trailer	Great Dane	N/A
9903327	Heil Dump Trlr	Heil	
9903359	Homemade Flatbed Trlr	Homemade	
9903447	Homemade Flatbed Trlr	Homemade	
9903436	Jamar Trailer-Pressure Washer/Pipe Flusher Trailer	Jamar	Pipe Flusher
9923487	Karavan Jet Ski Trailer	Karavan	WC 2200 84
9903410	Kesler Tilt Bed Trlr	Kesler	
9903316	Kingham Dump Trlr	Kingham	
9923463	Millennium Eqp Trlr	Millennium Eqp Trlr	M6F16P
9923464	Millennium Eqp Trlr	Millennium Eqp Trlr	M6F16P
9923465	Millennium Eqp Trlr	Millennium Eqp Trlr	M6F16P
9923466	Millennium Eqp Trlr	Millennium Eqp Trlr	M6F16P
9923435	Pace Van Trlr	Pace	
9923440	Parker Saw Trlr	Parker	5 X 10
9923452	Parker Tag Trailer	Parker	Performance 82X16
9923445	Parker Trlr	Parker	SA8310
9923469	Roose Reel Trlr	Roose	RR185
9923478	Roose Reel Trlr	Roose	UL-4100
9923479	Roose Reel Trlr	Roose	UL-4100
9923493	Sauber Reel Trailer	Sauber Mfg	Sauber
9923486	Shorelander Boat Trailer	Shorelander	SLB10
9923491	Stoughton AVW 48' Van Semi Trailer	Stoughton	AVW 485T-S-C
9923492	Stoughton AVW 48' Van Semi Trailer	Stoughton	AVW 485T-S-C
9925123	U/G Storage Container	TBD	20'
9923476	Towmaster Eqp Trlr	Towmaster	T12DD
9923441	Towmaster Trlr	Towmaster	C20 CONTRAIL
9923414	Towmaster Tanderm Trlr	Towmaster	T10DD
9923415	Towmaster Tanderm Trlr	Towmaster	T10DD
9923416	Towmaster Tanderm Trlr	Towmaster	T10DD
9923420	Towmaster Tanderm Trlr	Towmaster	T10DD
9923400	Towmaster Tandem Trlr	Towmaster	T14DD
9923401	Towmaster Tandem Trlr	Towmaster	T14DD
9923434	Towmaster Tilt Trlr	Towmaster	T14T
9923448	Towmaster Tilt Trlr	Towmaster	T14T
1004028	Attenuator Scorpion 10002 Traffic Trailer	Traffix Devices	Scorpion 10002
9903491	Trail King Trlr	Trail King	TK6
9903492	Trail King Trlr	Trail King	TK64-1200
9903490	Trail King Flat Bed Trlr	Trail King	TK6V-1200
9923460	Traileze Eqp Trlr	Traileze	D10R24
9923470	Whitely Office Trlr	Whitely	24X8
9903209	William Scotsman Office Trlr	William Scotsman	11902
9903252	William Scotsman Office Trlr	William Scotsman	24 X 8
9923471	William Scotsman 24x8 Office Trlr	William Scotsman	24X8
9923473	William Scotsman 24x8 Office Trlr	William Scotsman	24X8

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Equipment	Description	Manufacturer	Model
9903522	William Scotsman Office Trlr	William Scotsman	8 X 24
9903523	William Scotsman Office Trlr	William Scotsman	8 X 24
9923426	William Scotsman Scale Trlr	William Scotsman	8X16
9903195	William Scotsman Office Trlr	William Scotsman	8X36
9903234	William Scotsman Office Trlr	William Scotsman	
9903499	William Scotsman Office Trlr	William Scotsman	
9903495	Williams Mobile Office	Williams	
9904171	CrafcO Tar Kettle		SS125D
9903521	Brute Trlr		10T16D
9903349	Midwest Trlr		18FT
9925122	Storage Container		20'
9903501	Pole Trlr		24'
9903345	Transformer Trailer		801B402TA
9903218	Whitely Office Trlr		8X36
9923439	Custom Tandem Trlr		9990
9903357	Transformer Trailer		D.V.
9903480	Transformer Trailer		FROM GA
9903482	Office Trlr-Sandyhollow		FROM GA
9903394	Redi Haul Trlr		FSL125
9903498	Lil Brute Trlr		L12T126S
9924105	Lee Boy Tar Kettle W/Trlr		L250
9923451	Load Trail Tag Trlr		LOAD TRAIL
9903268	Transformer Trailer		
9903358	Core Drill Trlr		
9903367	Boat Trlr		
9903398	Butler Alum Tank Trlr		
9903441	Tic Flatbed Trlr		
9903496	Williams Mobile Office		
9923474	Butler Pole Trlr W/Altec Body		
9923482	Enclosed Aluminum Snowmobile Trlr		
1999906	Dyed Diesel 75 Gal Tank	75 Gal	WG 352 01
1999927	Dyed Diesel 2000 Gal Tank	Airport	2000 Gallion
1994919	Propane 120 Gal Tank	Airport Pit	120 Gallion
9903815	Alitco Cold Paver	Alitco	CP118
9926027	BlueM Water Bath	BlueM	WB1130A
9905151	Cheme 24" M/N Vacuum Tester	Cheme	099-244
1994922	Propane 500 Gal Tank	Cunningham	500 Gallion
9904296	Dansuer Digger	Dansuer	8200-9
1999920	Delta Portable Gas 50 Gal Tank	Delta	485000
1999921	Delta Portable Dyed Diesel 50 Gal Tank	Delta	485000
9926000	Despatch Lac Oven	Despatch	LAC 2-12
9926001	Despatch Lac Oven	Despatch	LAC 2-12
9906897	Despatch Test Oven	Despatch	LAC1674
9926021	Despatch HMA Oven	Despatch	LAL1.67.4
9926023	Despatch HMA Oven	Despatch	LAL1.67.4
9926024	Despatch HMA Oven	Despatch	LAL1.67.4
9926022	Despatch HMA Oven	Despatch	LAL2-18
9926059	Despatch Bench Lab Oven	Despatch	LBB2-18-1
9906899	Despatch Test Oven	Despatch	LBB-27-1
9906863	Dynamic Cone Penetrometer	Dynamic	
1021029	EZ-GO Golf Cart	EZGO	EZ-GO TXT
1021026	EZ-GO TXT Golf Cart	EZ-GO	EZ-GO TXT
1021028	EZ-GO Golf Cart	EZ-GO	EZ-GO TXT
1021030	EZ-GO Golf Cart	EZ-GO	EZ-GO TXT
1999941	Dyed Diesel 300 Gal Tank	Farm	300 Gallion
1999942	Dyed Diesel 300 Gal Tank	Farm	300 Gallion
1994903	Propane 500 Gal Tank	Farm-Cabin	500 Gallion
1994904	Propane 500 Gal Tank	Farm-Lower Shop	500 Gallion
1994902	Propane 1000 Gal Tank	Farm-Main House	1000 Gallion
9906757	Gastech Tritector	Gastech	GX82
9906761	Gilson Splitter	Gilson	
1999933	Dyed Diesel Tank	Hotmix Service truck	
9906868	Humbolt Soil Compactor	Humbolt	D4843-0100

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Equipment	Description	Manufacturer	Model
9906871	Humbolt Water Bath	Humbolt	Water Bath
1994905	Propane 500 Gal Tank	Irene	500 Gallon
1994906	Propane 500 Gal Tank	Irene-Block House	500 Gallon
1021037	John Deere 620I Gator Utility Vehicle 4x4	John Deere	620I
1021035	John Deere 850D Gator Utility Vehicle 4x4	John Deere	850D
7011794	Jon 14' Work Boat	Jon	G3 1436
7021015	Kawaski ATV	Kawasaki	PRAIRIE300
9905002	Lincoln Wire Welder	Lincoln	
9923480	Load Trail Utility Trlr W/Steam Cleaner	Load Trail	7X14
9926821	Lynberg Blue Water Bath	Lynberg	WB1130A
9906756	Marshall Compation Machine	Marshall	
9903738	McElroy Fushion Machine	McElroy	
7211716	Mercury Outboard Motor	Mercury	MERCURY 15 HP
1994916	Propane 1000 Gal Tank	Nimtz Carpenter Shop	1000 Gallon
1999916	Clear Diesel 1000 Gal Tank	Nimtz Yard	1000 Gallon
1999917	Clear Diesel 1000 Gal Tank	Nimtz Yard	1000 Gallon
1999919	Dyed Diesel 1000 Gal tank	Nimtz Yard	1000 GALLON
1999918	Gasoline 500 & 1000 Tanks	Nimtz Yard	500 & 1000 Gallon
1994918	Propane 500 Gal Tank	Northshore Scales	500 Gallon
1994920	Propane 500 Gal Tank	Old Yard Boat House	500 Gallon
9926049	Plogg Aggregate Washer	Plogg	
9906778	Ploog Gravel Washer	Ploog	W-600
9906872	Ploog Aggregate Washer	Ploog	
9921023	Polaris Snowmobile	Polaris	120
1021032	Polaris Ranger Crew 800 Utility Vehicle	Polaris	Ranger Crew 800
9903462	Pole Trailer	Pole Trailer	
1994912	Propane 125 Gal Tank	Portable Plant	125 Gallon
1994910	Propane 1000 Gal Tank	Porter Quarry	1000 Gallon
1994921	Propane 250 Gal Tank	Porters	250 Gallon
9906875	Quincy Lab Oven	Quincy	
9906876	Quincy Lab Oven	Quincy	
9906760	Rainhart Shaker	Rainhart	
9926025	Rainhart Marshall Compactor	Rainhart- Marshall	110C45
9926063	Ritehete Liquid AC Heater Tank	Ritehete	
1994917	Propane 500 Gal Tank	River Lane Old WFS	500 Gallon
1994901	Propane 500 Gal Tank	Rockview Plant	500 Gallon
9926012	Seco Dust Collector	Seco	7FO-101
1994913	Propane 500 Gal Tank	Spare	500 Gallon
1994909	Propane 500 Gal Tank	Stateline	500 Gallon
9906775	Thermolyne Asphalt Oven	Thermolyne	NCAT F85930
9923713	Thermal Dynamics Plasma Cutter	Thermal Dynamics	Cutmaster 51
9926046	Barnstead-Thermodyne Asphalt furnace	Thermodyne	240VNCAT
9926054	Thermolyne Asphalt Furnace	Thermolyne	NCA7
9926028	Troxler Density Gauge	Troxler	3440
9926057	Troxler Density Gauge	Troxler	3440
9926050	Troxler Gyrotory Compactoe	Troxler	4141
9926058	Troxler Gyrotory Compactor	Troxler	4141
9926069	Troxler Gyrotory Compactor	Troxler	4141
9926070	Troxler Nuclear Density Gauge	Troxler	4640B
9906890	Troxler Density Gauge	Troxler	
1999908	Weatherguard Dyed Diesel 88 Gal Tank	Weatherguard	35
1999989	Weatherguard 70 Gal Dyed Diesel Tank	Weatherguard	70 Gallon
1999990	Weatherguard 70 Gal Dyed Diesel Tank	Weatherguard	70 Gallon
1999976	Weatherguard Dyed Diesel Tank	Weatherguard	88 Gallon
1999988	Weatherguard 88 Gal Dyed Diesel	Weatherguard	88 Gallon
1999995	Weatherguard 88 Gal Dyed Tank	Weatherguard	88 Gallon
1999996	Weatherguard 88 Gal Dyed Tank	Weatherguard	88 Gallon
1999923	Weatherguard Dyed Diesel 47 Gal Tank	Weatherguard	WG 350-3
1999907	Weatherguard Dyed Diesel 75 Gal Tank	Weatherguard	WG 352-3
7211718	Yamaha 15Hp Outboard Motor	Yamaha	F15MLHY
9905196	Snap On Solus Scanner		EESC3
9926072	High Speed Profiler		SSI CS9000
1999999	Dyed Diesel 100 Gal Tank		100 Gallon

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Equipment	Description	Manufacturer	Model
1979049	Dyed Diesel 1000 Gal Tank		1000
1999949	Dyed Diesel 1000 Gal Tank		1000 Gallon
1999997	Off Road Diesel 1000 Gal Tank		1000 Gallon
1999998	Propane 1000 Gal Tank		1000 Gallon
1999970	Dyed Diesel 1000 Gal Tank		1000 Gallon Off Road
9906893	Water Level Indicator		101-100PZ
1999983	Diesel Transfer Tank 110 Gallon		110 Gallon
1999984	Diesel Transfer Tank 110 Gallon		110 Gallon
1999950	Dyed Diesel 2000 Gal Tank		2000 Gallon
1999969	Dyed Diesel 250 Gal Tank		250 Gallon
1999963	Gasoline 300 Gal Tank		300 Gallon
9905191	Greenlee Port A Thread		440
9905164	O/H Crane		5 ton
1994900	Propane 500 Gal Tank		500 Gallon
1994914	Propane 500 Gal Tank-Barge		500 Gallon
1994915	Propane 500 Gal Tank		500 Gallon
1999915	Clear Diesel 500 Gal Tank		500 Gallon
1999965	Dyed Diesel 500 Gal Tank		500 Gallon
1999981	Dyed Diesel 500 Gal Tank		500 Gallon
9924200	Mow n Machine		6250
1999974	Dyed Diesel 75 Gal Tank		75 Gallon
1999975	Dyed Diesel 75 Gal Tank		75 Gallon
1999948	Dyed Diesel 80 Gal Tank		80 Gallon
9906759	Pine Marshall Test		850
1999985	Dyed Diesel 88 Gal Tank		88 Gallon
9906892	PH Condition Meter		960A
9926009	Mixer A200		A200
9926008	Stability Test Press		AFT850T
9923404	Asphalt Reheater		ARS697-2800
9903830	Dymax Tree Cutter		DSKB5
9926002	Fine Aggregate Splitter		H3966
9926003	5 Coarse Aggregate Splitter		H3990
9926004	Hot Mix Splitter		H3990
9926011	Soil Grinder		H4199
9925121	Hydrostatic Tester		KF18
9926010	Centrifuge Extractor		MH1471
9905022	Bridgeport Mill		MILL V
9906894	Oil/Water Probe		P101068013
9926006	Sample Extruder		PSE
9906895	OVM Meter		SN580B
9906896	OVM Meter		SN580B
9906881	Geosonics		SSU 200DK SIES
9926026	BlueM Water Bath		WB1140C
9905099	OTC Hyd Tester		Y-93
1999946	Dyed Diesel Tank		
9905155	Master Heater		
9906728	Tecweight Chart Recorder		
9906799	Lan Server Computer		
9906870	Blue M Water Bath		
9906879	Spee Distill Trichlor Rec		
9906882	Texas Nuclear Density Level Gauge		
9904194	Badger Frost Tooth	Badger	JD330 CLC
9904294	Bobcat Auger Attach for Skidloader	Bobcat	30C
9903825	Bobcat Sweepster P/U Broom	Bobcat	60
9923720	Bradco 16297 Rock Bucket	Bradco	16297
9924207	Bradco Tree Spade	Bradco	4425
9923711	Bradco Trencher Attachment	Bradco	625-6CD
9925132	Caldwell Barrier Picker	Caldwell	74 7 1/4TN
9925002	Caldwell Barrier Grabs	Caldwell	74-4-1/4
9925003	Caldwell Barrier Grabs	Caldwell	74-4-1/4
9923808	CEA Vib Roller Attachment	CEA	VRT3S
9903796	Central Fab #4 Ripper Tooth	Central Fab	992
9923721	CEA TL68 Rototiller	Compact Eqp Attach	TL68

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Equipment	Description	Manufacturer	Model
9903827	Danuser Post Hole Driver	Danuser	1DH1
9903814	FFC 4 In 1 Bucker	FFC	
9923707	Indeco Breaker	Indeco	MES650HS
9903828	McMillian Post Hole Auger	McMillian	X1850H2
9903812	Melrose Landscape Rake	Melrose	LR6A
9904147	New Jersey Stone Spreader	New Jersey	
9903792	Stanley Cement Breaker	Stanley	350
9903794	Stanley Cement Breaker	Stanley	350
9903801	Stanley Skidsteer Breaker	Stanley	350
9903809	Stanley Cement Breaker	Stanley	350
9923708	Stanley Skidloader Breaker Attachment	Stanley	MB356
9923710	Stanley Skidloader Breaker	Stanley	MB356
9923715	Stanley Skidloader Breaker	Stanley	MB356
9923918	Stone 9Cu Ft Concrete Mixer	Stone	950CM
9923925	Stone 9Cu Ft Concrete Mixer	Stone	950CM
9923926	Stone 9Cu Ft Concrete Mixer	Stone	950Cm
9903817	Teledyne Hyd Backhoe/Breaker	Teledyne	TM16TB425X
9903818	Teledyne Hyd Backhoe/Breaker	Teledyne	TM16TB425X
9923702	Tramac Hoe Ram	Tramac	BRH1100
9903813	Tramac Hammer	Tramac	BRH125
9923705	Tramac Breaker	Tramac	BRP95
9903811	Tramac Crusher	Tramac	PBH800
9903829	Valley Craft Barrel Grapple	Valley Craft	6144
9904141	Steel Frost Ball		2250 LBS
9904143	Steel Frost Ball		2250 LBS
9904140	Steel Frost Ball		
9904142	Grey Iron Ball		
9933600	Stihl 20" Chainsaw	a	MS390 20
9905121	Aero Equipment Hose Machine	Aero	
9903723	Airco Amp Welder	Airco	225-ADDG
9905013	Boretech Welder	Boretech	306P
9925126	Bosch Demo Hammer	Bosch	06 11314 739
9905186	Bosch Roto Hammer	Bosch	11202
9925136	Bosch Hammer Drill	Bosch	11223EVS
9905199	Bosch Rotary Hammer	Bosch	11-232EVS
9925129	Bosch Hammer Drill	Bosch	11248EVS
9925152	Bosch Hammer Drill	Bosch	11265EVS-13A
9925111	Bosch Chipping Hammer	Bosch	11314EVS
9925113	Bosch Hammer	Bosch	11314EVS
9905136	Bosch Hammer Drill	Bosch	611232739
9905141	Bosch Rotary Hammer	Bosch	ROTOHAMMER
9905158	Bosch Roto Hammer	Bosch	
9905185	Bosch Roto Hammer	Bosch	
9905073	Buldor Carbide Grinder	Buldor	
9905048	Dake Hyd Press	Dake	
9905001	Delta Tilt Table Saw	Delta	10
9923696	Diamond Core Cut Tile Saw	Diamond	CC525MX
9905112	Drake Arbor Press	Drake	
9925112	Flexco Belt Cutter	Flexco	840 48 WI
9905072	Fosdick Radial Drill Press	Fosdick	
9926042	Gast Vacuum Pump	Gast	DAAV155EB
9925149	Graco Paint Stripper	Graco	Line Lazer 3400
9923668	Hilti Stud Gun	Hilti	DX460
9903130	Homelite Gas Blower	Homelite	111B-1B
9903663	Homelite Chain Saw	Homelite	SUPER XL 10045C
9903677	Homemade Sewer Suction Fan	Homemade	
9923689	Husqvarna 16" Concrete Saw	Husqvarna	K960-16
9923692	Husqvarna Concrete Saw	Husqvarna	K960-16
9923695	Husqvarna Concrete Saw	Husqvarna	K960-16
9933602	Husqvarna K970 14" Concrete Saw	Husqvarna	K970
9933601	Husqvarna K970 14" Concrete Saw	Husqvarna	K970 14"
9903765	IR Impact Tool	Ingersol Rand	2621
9903768	IR Impact Tool	Ingersol Rand	201

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Equipment	Description	Manufacturer	Model
9903699	Johnson Outboard Motor	Johnson	15HP
9905137	Johnson Band Saw	Johnson	JHW-3
9925115	Karcher 3005 Pressure Washer	Karcher	3005
9905181	Karcher Pressure Washer	Karcher	HDS100BE
9905115	Karcher Pressure Washer	Karcher	HRS1000BE
9905116	Karcher Pressure Washer	Karcher	HRS1000BE
9904215	Lawn Chief Roto Tiller	Lawn Chief	RS5LC-3
9905142	Loadstar Hoist	Loadstar	1 TON
9905060	Loadstar Hoist	Loadstar	15'
9905052	Loadstar Hoist	Loadstar	
9905074	Loadstar Hoist	Loadstar	
9905076	Loadstar Hoist	Loadstar	
9905101	Loadstar Hoist	Loadstar	
9905111	Meuller Drilling Machine	Meuller	D5
9909996	Miller Welder w/Feeder	Miller	BOBCAT 250G
9903708	Miller Welder	Miller	200A
9903710	Miller Welder	Miller	200A
9925131	Miller Mig Welder	Miller	250
9923701	Miller Welder	Miller	402P
7009427	Miller 600 Welder	Miller	600
9903720	Miller Welder	Miller	788P
9903722	Miller Welder	Miller	AEAD200L 225
9923709	Miller Welder & Feeder	Miller	BOBCAT 250G
9903739	Miller Welder	Miller	BOBCAT225D
9903740	Miller Welder	Miller	BOBCAT225D
9903744	Miller Welder	Miller	BOBCAT225D
9923706	Miller Welder	Miller	BOBCAT225D
9903711	Miller Welder	Miller	BOBCT/225D
9903709	Miller Welder	Miller	CKS 200A
9903706	Miller Matic Wire Feed	Miller	D-54A
9903726	Miller DEL200 Welder	Miller	DEL 200
9923718	Miller Welder & Feeder	Miller	S32S
9903717	Miller Matic Wire Feed	Miller	S-60
9903716	Miller Welder	Miller	TRAILBLAZER 550
9903719	Miller Welder	Miller	WD5
9903736	Miller Welder	Miller	
9903737	Miller Wire Feeder	Miller	
9905163	Milwaukee Magnetic Drill	Milwaukee	4206-1
9905183	Milwaukee Port Band Saw	Milwaukee	
9923698	Multiquip W/B Saw	Multiquip	SP2H201
9923928	Norton Core Drill	Norton	CLIPPER DR620
9923697	Norton W/B Concrete Saw	Norton	C13P18
9903914	Norton Clipper Core Drill	Norton	CD915B
9925110	Parker Hose Crimper	Parker	80C-080
9923674	Partner 14" Ring Saw	Partner	K3600-14
9923614	Partner 16" Concrete Saw	Partner	K950
9923642	Partner Concrete Saw	Partner	K950
9923643	Partner Concrete Saw	Partner	K950
9923650	Partner 16" Concrete Saw	Partner	K950 16
9923669	Partner 16" Concrete Saw	Partner	K950 16
9923671	Partner 16" Concrete Saw	Partner	K950 16
9923672	Partner 16" Concrete Saw	Partner	K950 16
9903747	Partner 14" Concrete Saw	Partner	K950 ACTIV
9923634	Partner 14" Concrete Saw	Partner	K950-14
9923638	Partner 14" Concrete Saw	Partner	K950-14
9923640	Partner 14" Concrete Saw	Partner	K950-14
9923656	Partner 14" Concrete Saw	Partner	K950-14
9923661	Partner 14" Concrete Saw	Partner	K950-14
9923665	Partner 14" Concrete Saw	Partner	K950-14
9923666	Partner 14" Concrete Saw	Partner	K950-14
9923625	Partner 16" Concrete Saw	Partner	K950-16
9923645	Partner 16" Concrete Saw	Partner	K950-16
9923654	Partner 16" Concrete Saw	Partner	K950-16

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Equipment	Description	Manufacturer	Model
9923659	Partner 16" Concrete Saw	Partner	K950-16
9923662	Partner 16" Concrete Saw	Partner	K950-16
9923682	Partner 16" Concrete Saw	Partner	K950-16
9923683	Partner 16" Concrete Saw	Partner	K950-16
9923684	Partner 16" Concrete Saw	Partner	K950-16
9923691	Partner 16" Chain Saw	Partner	K950-16
9903648	Hydraulic Power Pack Saw	Reiman Georger	HV1658
9905130	Ridgid Port A Thread	Ridgid	700
9905192	Ridgid Port A Thread	Ridgid	700
9925127	Rigid Propress Crimper	Rigid	CT400
9905078	Rockwell Drill	Rockwell	15-655
9905093	Rockwell Plainer	Rockwell	37-220
9905128	Ruemalin Sand Blaster	Ruemalin	400LB
9923716	Shaver Post Driver	Shaver	MFG HD-8
1994911	Propane 250 Gal Tank	Shilo Quarry	250 Gallon
9905034	Sioux Valley Grinder	Sioux Valley	
9923610	Stihl 20" Chainsaw	Stihl	039
9903683	Stihl Chain Saw	Stihl	039AV
9903600	Stihl Chain Saw	Stihl	39
9903618	Stihl Chain Saw	Stihl	39
9903680	Stihl Chain Saw	Stihl	39
9903693	Stihl Saw	Stihl	39
9923675	Stihl 20" Chain Saw	Stihl	MS290-20
9923652	Stihl 20" Chainsaw	Stihl	MS390
9923667	Stihl 20" Chainsaw	Stihl	MS390-20
9923690	Stihl 20" Chain Saw	Stihl	MS390-20
9903622	Stihl Chain Saw	Stihl	STQ039
9903743	Stihl 20" Chain Saw	Stihl	STQ039
9925119	Titan Power Washer	Titan	TPW-2200
9903917	Vertabore Core Machine	Vertabore	1200
9905144	Wacker 110V Concrete Hammer	Wacker	EH23-11015
9905143	Wacker Hammer Drill	Wacker	EHB-10-110
9925144	Wacker M200 Cement Vibrator	Wacker	M2000
9923714	Wacker Cement Vibrator	Wacker	M2000-C
9905056	Walker Jack	Walker	
9905168	Bosch Rotary Hammer		11220739
9905027	Rockwell Lathe		14
9905133	John Band Saw		1735
9905106	Yale Hoist		2 TON
9905166	Dayton Sand Blaster		3Z947
9905050	OTC Press		50 TON
9925103	Parts Washer		500
9925104	Parts Washer		500
9925105	Parts Washer		500
9905195	System 1 Parts Washer		571
7021007	MTD Ground Blower		5HP
9905156	Lincoln Air Jack		93692
9905188	Nitto Magnetic Auto Drill		A35
9905090	Master Heater		B150D
9926017	Concrete Air Meter		H2786
9926018	Concrete Slump Cone		H3640
9904201	Howard Roto Tiller		HR20
9905134	Grob Band Saw		NS18
9923703	Pakmaster Plasma Torch		PCH120
9905154	C.M. 2 Ton Hoist		R2 SERIES
9905179	Hobart Welder		R300
9905082	Used 5/8 Drill press		
9905105	Yale Chain Hoist		
9905107	Hoist		
9905180	Parker Hose Machine		
9905182	Hose Cutoff Saw		
9905187	Mini Collins Threader		
9906878	LA Abrasion Machine		

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Equipment	Description	Manufacturer	Model
9926823	AGL Rotating Laser	AGL	EAGL 2
9926824	AGL Rotating Laser	AGL	EAGL 2
9926844	AGL Rotating Laser	AGL	EAGL 20
9926845	AGL Rotating Laser	AGL	EAGL 20
9926828	AGL Rotating Laser	AGL	EAGL 400
9926832	AGL Rotating Laser	AGL	EAGL 400
9926825	AGL Rotating Laser	AGL	EAGL20
9926826	AGL Rotating Laser	AGL	EAGL20
9926848	AGL EAGL20 Laser	AGL	EAGL-20
9926852	AGL EAGL20 Laser	AGL	EAGL-20
9926842	AGL Pipe Laser	AGL	GL 2500
9926803	AGL GL2000 Laser	AGL	GL2000
9926810	AGL GL2500 Laser	AGL	GL2500
9926818	AGL GL2500 Laser	AGL	GL2500
9926827	AGL Sewer Laser	AGL	GL2500
9926857	AGL Gradelight Pipe Laser	AGL	GL2500
9906865	AGL Sewer Laser	AGL	GRADELITE
9926814	AGL HEL400 Laser	AGL	HEL400
9926815	AGL HEL400 Laser	AGL	HEL400
9926816	AGL HEL400 Laser	AGL	HEL400
9906854	David White Laser	David White	
9906888	Lietz Data Collector	Lietz	SDR 24
9906752	Metrotech Utility Locator	Metrotech	810
9926812	Metrotech 810 Line Tracer	Metrotech	810
9926834	MetroTech Line Tracer	Metrotech	810
9906740	Metrotech Line Tracer	Metrotech	810A
9926851	MetroTech Line Tracer	Metrotech	810DX
9926854	MetroTech Line Tracer	Metrotech	810DX
9926861	MetroTech Line Tracer	Metrotech	810DX
9926862	MetroTech Line Tracer	Metrotech	810DX
9926858	Metro Tech Line Tracer	MetroTech	810DX-D
9926822	Metrotech Line Tracer	Metrotech	
9926837	Mikrofyn Rotating Laser	Mikrofyn	ML-10
9926843	Mikrofyn Laser Level	Mikrofyn	ML-13
9926849	Mikrofyn Laser Level	Mikrofyn	ML-13
9926838	Mikrofyn Rotating Laser	Mikrofyn	ML-3
9926867	Mikrofyn MLP-120 Pipe Laser	Mikrofyn	MLP-120
9926829	Panametric Laser	Panametric	D790
9926830	Schneider Level	Schneider	AS-28
9926831	Schneider Level	Schneider	AS-28
9926846	Schonstedt Locator	Schonstedt	GA-52CX
9926805	Spectra Physics 130 Laser	Spectra Physics	130
9926807	Spectra Physics 130 Laser	Spectra Physics	130
9926806	Spectra Physics 220 Laser	Spectra Physics	220
9926864	Spectra Precision Rotating Laser	Spectra Precision	LL400-4
9926865	GPS Machine Control	Top Con	MC-CB-GX-60 Control
9926850	TopCon GPS Base Station	Topcon	8035KIT
9926840	TopCon GPS Base Station	TopCon	8110
9926839	TopCon Data Collectors	TopCon	FC 100
9926847	Top Con Data Collectors	Topcon	FC 100
9926859	TopCon Data Collectors	TopCon	FC 120
9926860	Top Con Data Collector	TopCon	FC 120
9926853	TopCon GPS Base Station	TopCon	GPT-2003
9926855	TopCon Rovers/Base Stations	TopCon	Hiper Lite Plus
9926856	TopCon GPS Base Station	TopCon	TOP8035KIT
9906800	Laser Plane		L220
9906860	Total Station		
9906887	Path Transit		
9923913	Dynapac Plate Compactor	Dyanpac	LF15
9923915	Dynapac Plate Compactor	Dynapac	LF15
9923917	Dynapac Plate Compactor	Dynapac	LF15
9923924	Dynapac Plate Compactor	Dynapac	LF15
9923929	Dynapac Plate Compactor	Dynapac	LF15

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Equipment	Description	Manufacturer	Model
9909302	Dynapac Plate Compactor	Dynapac	LG200
9926040	Humboldt Soil Compactor	Humboldt	
9926005	Marshall Compactor	Marshall	AFPMC4D
9903864	MBW Vibratory Plate Compactor	MBW	AP2000
9923901	MBW 2000 Plate Compactor	MBW	AP2000
9923922	MBW AP2000AH Plate Compactor	MBW	AP2000AH
9923904	MBW 2000 Plate Compactor	MBW	AP2000R
9923903	MBW 3000 Plate Compactor	MBW	GP3000H
9923920	MBW GP3000H Vibratory Plate Compactor	MBW	GP3000H
9923921	MBW GP3000H Vibratory Plate Compactor	MBW	GP3000H
9923923	MBW GP3000H Vibratory Plate Compactor	MBW	GP3000H
9903963	MBW Vibratory Plate Compactor	MBW	GP5500
9903964	MBW Vibratory Plate Compactor	MBW	MBW3000
9903856	MBW Ground Pounder	MBW	PDR3000
9903836	Multiquip Jumping Jack	Multiquip	MT65H
9923916	Multiquip Plate Compactor	Multiquip	MVC-88GH
9923911	Wacker Plate Vib Compactor	Wacker	BPU2440
9923910	Wacker Plate Compactor	Wacker	BPU2950
9903916	Wacker Jumping Jack	Wacker	BS45Y
9903906	Wacker Jumping Jack	Wacker	BS-45Y
9903884	Wacker Jumping Jack	Wacker	BS-60Y
9903900	Wacker Jumping Jack	Wacker	BS-60Y
9905169	Wacker Jumping Jack	Wacker	BS-60Y
9923908	Wacker W/B Plate Compactor	Wacker	DPU5045
9903971	Wacker Vibratory Plate Compactor	Wacker	DPU5045H
9903970	Wacker Vibratory Plate Compactor	Wacker	DPU6055
9923802	Wacker Plate Compactor	Wacker	VPG165A
9904144	Anderson Rock Picker	Anderson	E
9904228	Brillion Seeder	Brillion	SLP-8
9923805	Dynatech Straw Chopper	Dynatech	2640
9904180	Finn Bale Chopper	Finn	C-15
9904017	Finn Krimper 8'	Finn	KR-25-8
9904227	Fuerst 30' Flexible Harrow	Fuerst	30'
1004025	Holmes 16E Roller Blade	Holmes	16E
9904278	Homemade Rock Rake	Homemade	
9904226	John Deere Sill Seeder	John Deere	1500
9904009	Kewanee Disc	Kewanee	2000
9904007	Kewanee Disc	Kewanee	2212 8718
9904008	Kewanee Disc	Kewanee	
7021014	Lely Broadcaster	Lely	2320100011
9924202	Lely Seed Bed Prep	Lely	250-25C
9903804	Lowe Trencher	Lowe	14A
9904005	Rome Disc	Rome	TRW20-30
9904023	White Disc	White	281
9924201	Woods 12M360 Mower	Woods	12M360
9925124	Woods BB7200 Mower	Woods	BB7200
1021027	Batwing Mower BW180-3QKW	Woods	BW180-3QKW
9904211	Log Splitter		243431
9904024	Sunflower Drill Seeder		AG7009
9923475	Homemade Water Wagon	Homemade	1025 GAL
9923443	P&H 1000 Gallon Water Wagon	P&H	2808A
9903393	Norwesco 1000 Gal Tank Trlr	Norwesco	TANK S/N 19001798
9923806	FFC Sweepster Angle Broom	FFC	21084 MM0022
9923807	FFC Sweepster Angle Broom	FFC	21084 MM0022
9923804	Sweepster 532C7 Broom	Sweepster	532C7
9903816	Sweepster Pickup Broom	Sweepster	HB72C
9925109	Champion Air Compressor	Champion	BGR-12
9925100	Champion Air Compressor	Champion	HGR6-3
9925133	Dewalt Air Compressor	Dewalt	D55270
9909849	IR Air Compressor	Ingersol Rand	P185WJD
9903758	IR Air Compressor	Ingersol Rand	P185
9903757	IR Compressor	Ingersol Rand	P185AWJD
9903759	IR Compressor	Ingersol Rand	P185BWJD

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Equipment	Description	Manufacturer	Model
9903800	IR Compressor	Ingersol Rand	P185BWJD
9905145	Kellogg Air Compressor	Kellogg	
9905038	Quincy Air Compressor	Quincy	350-15
9905041	Quincy Air Compressor	Quincy	F390-21
9905024	Quincy Air Compressor	Quincy	
9905025	Quincy Air Compressor	Quincy	
9925138	Speedair Air Compressor	Speedair	1VN93
9925139	Speedair Air Compressor	Speedair	1VN93
9925140	Speedair Air Compressor	Speedair	1VN93
9925141	Speedair Air Compressor	Speedair	1VN93
9925142	Speedair Air Compressor	Speedair	1VN93
9925145	Speedair Air Compressor	Speedair	1VN93
9925146	Speedair Air Compressor	Speedair	2YJ61
9925147	Speedair Air Compressor	Speedair	2YJ61
9925151	Speedaire Air Compressor	Speedaire	1VN93
9903798	Sullair Air Compressor	Sullair	185DPO
9923717	Sullair Air Compressor	Sullair	185H
9905161	Air Compressor 25HP		HC25E200
9905162	Air Compressor-Nimtz Shop		HC25E200
7211174	Briggs & Stratton Generator	Briggs & Stratton	PRO1934
7011107	Caterpillar 320KW Generator	Caterpillar	320KW
7211106	Caterpillar Genset	Caterpillar	FS 182
7011111	Caterpillar SR4 Generator	Caterpillar	SR4
7211160	DeWalt Generator	DeWalt	DG2900
7211161	DeWalt Generator	DeWalt	DG2900
7211157	DeWalt Portable Genset	DeWalt	DG4300
7211104	Generac Genset	Generac	HP400FF
7011125	Honda EB3500 Generator	Honda	EB3500XK1A
7211105	Honda Genset	Honda	EB3000C
7211172	Honda Genset	Honda	EM3800SXA
9925135	Honda Generator	Honda	EU2000I 2000WT
9911168	IR Generator Set	Ingersol Rand	50KW
7211100	IR Generator	Ingersol Rand	50XL
7211179	Ingersol Rand 20kw Generator	Ingersol Rand	G25
7009663	IR Generator on Trlr	Ingersol Rand	G50
7211178	John Deere Generator	John Deere	30419 6200 Watt
7211170	Kohler Generator	Kohler	80REOZJB
7011113	Kohler Generator	Kohler	3MM25
7211181	Kohler 60REOXJB Standby Generator	Kohler	60REOZJB
7211173	Multiquip Genset	Multiquip	GA3.6HZ
7211107	Robin Generator	Robin	RGV4101
7211108	Robin Generator	Robin	RGV4101
7211111	Robin Generator	Robin	RGV4101
7211112	Robin Generator	Robin	RGV4101
7211166	Robin Generator	Robin	RGV4101
7009589	Spectrum 6500D54 Generator Set	Spectrum	6500D54
7211180	Tsurumi TPG3-4500 Watt Generator	Tsurumi	TPG3-4500HDX
7211177	Tsurumi Generator	Tsurumi	TPG3600HD
7211103	Wacker Genset	Wacker	G2.5
7211167	Wacker Generator	Wacker	GP2500A
7211168	Wacker Generator	Wacker	GP2500A
7211171	Wacker Generator	Wacker	GP2500A
7211175	Wacker Generator	Wacker	GP2500A
7211176	B&S Generator		PRO 4000/30342
9903002	Crisafulli Pump	Crisafulli	12"
9903003	Crisafulli Pump	Crisafulli	12"
9903004	Crisafulli Pump	Crisafulli	12"
9903005	Crisafulli Pump	Crisafulli	12"
9903001	Crisafulli Pump	Crisafulli	16"
9926056	Duoseal Vacuum Pump	Duoseal	115/60
9923058	Flyght 4" Pump	Flyght	BS2201
9923059	Flyght 4" Pump	Flyght	BS2201
9923060	Flyght 4" Pump	Flyght	BS2201

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Equipment	Description	Manufacturer	Model
9923057	Flyght 6" Pump	Flyght	BS2670
9923051	Flygt 4" Pump	Flygt	BS-2640
9923040	Flygt 4" Pump	Flygt	2125
9903081	Flygt 6" Pump	Flygt	2151-010
9903177	Flygt Pump	Flygt	B5-2066
9903176	Flygt 2" Electric Pump	Flygt	BS2051U
9903019	Flygt 2" Sub Pump	Flygt	BS2052MT
9923033	Flygt 3" Sub Pump	Flygt	BS-2066
9923004	Flygt 3" Pump	Flygt	BS-2102-0410052
9903099	Flygt 4" Sub Pump	Flygt	BS-2102K
9923005	Flygt Pump	Flygt	BS2151
9923017	Flygt 3" Pump	Flygt	BS232-2T
9923056	Flygt 3" Electric Pump	Flygt	BS2640
9923047	Flygt 3" Electric Pump	Flygt	BS-2640
9923048	Flygt 3" Electric Pump	Flygt	BS-2640
9923053	Flygt 3" Electric Pump	Flygt	BS-2640
9923054	Flygt 3" Electric Pump	Flygt	BS-2640
9909247	Gorman Rupp 6" Pump	Gorman Rupp	16C2-4045
9923030	Gorman Rupp 2" Pump	Gorman Rupp	S2B1 2
9903144	Gorman Rupp 6" Pump	Gorman Rupp	16C2 40390
9903163	Gorman Rupp 2" Pump	Gorman Rupp	S2B1
9923022	Gorman Rupp Electric Pump	Gorman Rupp	S2B1
7211717	Gorman Rupp 6" Pump	Gorman Rupp	S6B1
9923015	Gorman Rupp Pump	Gorman Rupp	S6B1
7009713	Gorman Rupp 6" Pump	Gormann Rupp	162C
9923038	Gorman Rupp 6" Pump	Gormann Rupp	S6B1
7009068	Gorman Rupp 6" Pump	Gormann Rupp	
9923029	Homelite 3" Trash Pump	Homelite	120TP3-D
9926041	Humboldt Vacuum Pump	Humboldt	H1399
9903175	IR 12VT Pump	Ingersol Rand	12NKL
9903188	IR 12V Pump	Ingersol Rand	250
9923044	Rivercity 3" Trash Pump	RiverCity	TP3H
9903182	Thomas Booster Sand Pump L40	Thomas	L40
9923061	Tsurumi 6" Electric Pump	Tsurumi	KTZ-67.5-61
9923036	Versamatic 12V 1 1/2" Pump	Versamatic	SPA15
9903066	Wacker 2" Pump	Wacker	PT2A
9923035	Wacker 2" Trash Pump	Wacker	PT2A
9923013	Wacker 3" Trash Pump	Wacker	PT3A
9923055	Warren Rupp Pump	Warren Rupp	SPA 1-1/2 E3
9923052	Warren Rupp Pump	Warren Rupp	SPA1 1/2 E3
9923014	Warman Rupp Pump	Warren Rupp	SPA1.SE
9926007	Welch Vacuum Pump	Welch	1399
9926043	Welch Vacuum Pump	Welch	1399
9926044	Welch Vacuum Pump	Welch	1399
9926060	Welch Vacuum Pump	Welch	1400B-01
9926061	Welch Vacuum Pump	Welch	1400B-01
9903183	Worthington Water Pump 10LR16	Worthington	10LR16
7211724	Slurry Pump & Tank		MM150 EHC-S
7211152	IR Light Plant	Ingersol Rand	L6
7211150	IR Light Plant	Ingersol Rand	Light Source
7211151	IR Light Plant	Ingersol Rand	Light Source
7211154	IR Light Plant	Ingersol Rand	Light Source
7211155	IR Light Plant	Ingersol Rand	Light Source
9906869	A&D Scale	A&D	EP12KA
9926053	A&D Scale	A&D	FP121C
9926047	A&D Scale	A&D	FP12K
9906867	A&D Scale	A&D	FV150K 300
9906862	A&D Scale	A&D	FX8000
9926066	A&D Scale	A&D	GP20K
9926048	Precisa 16100D Scale	Precisa	16100D
9926064	Precisa Scale	Precisa	2400D
9926051	Precisa 16100D Scale	Precisa	16100D
9926055	Precisa Scale	Precisa	16100D

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Equipment	Description	Manufacturer	Model
9926067	Precisa Scale	Precisa	16100D
9926052	Precisa 18000D Scale	Precisa	18000D
9926045	Precisa 24000D Scale	Precisa	24000D
9906758	Ramsey Belt Scale	Ramsey	24
9926065	Thermolyne GIT8000 Scale	Thermolyne	GIT8000
9926068	Thermolyne IP2E5 Scale	Thermolyne	IP12E5
9926013	Scale 12000G		12000G
9906725	Tecweight Scale		8102-18
9904497	Airport Scale House		Alexander Buildings
9926019	A&D Scale		FP12K
9906880	Mettler Electric Scale		PE 16 ELECT SCALE
9906755	Tecweight Scale		WC12-01
9906727	Tecweight Scale		
1999910	Portable Plant Dyed Diesel Tank	Asphalt Plant	
9926062	Gilson Hyd Test Screen	Gilson	TS-1X
9926014	Aggregate Shaker		637
9926016	Aggregate Shaker		637
9926015	Aggregate Shaker		638
9926020	Aggregate Washer		
9924107	Efficiency 6x27 Trench Box	Efficiency	6X27
9924112	Protec 12yd Chip Box	Protec	12YD
9924106	Protec Aluminum 6x6 Trench Box	Protec	6X6
9924108	Protec 8X24 Trench Box	Protec	8X24
9924109	Protec 8X24 Trench Box	Protec	8X24
9924110	Protec Trench Box 6X24	Protec	8X24
9924117	Protec 6X16 Trench Box	Protec	PAL3
9924118	Protec 6X16 Trench Box	Protec	PAL3-616D
9924122	Protec 8x14 Trench Box	Protec	PAL3-814D
9924121	Protec 8X20 Trench Box	Protec	PRO4-820D
9924123	Protec 10x16 Trench Box	Protec	PRO6-1016D
9924119	Protec 8X24 Trench Box	Protec	PRO6-824D
9924120	Protec 8X24 Trench Box	Protec	PRO6-824D
9924113	Protec SS13hd Stone Box	Protec	SS13HD
9909006	Speedshore Aluminum 8x12 Trenchbox	Speedshore	APS 0812
9909008	Speedshore Aluminum 6x6 Trenchbox	Speedshore	APS 0606
9909007	Speedshore Aluminum 8x8 Trenchbox	Speedshore	APS 0808
9904152	Stonemizers Chipbox		12 YD
9924103	Stonemiser 12Yd Chip Box		12 YD
9924104	Stonemiser 12Yd Chip Box		12 YD
9904120	Chip Box		12YD
9904139	Efficiency Sewer Box		15 CY
9904122	Trench Box 6X24		6x24
9904123	Efficiency Sewer Box 8X10		810MHXLD
9904124	Efficiency Sewer Box 8X10		810MHXLD
9904121	Trench Box 8X24		8x24
9904137	Sewer Trench Box 8X24		DW 8X24
9924102	Trench Box		HT8-824
9923489	Michiana Mobile 8x24 Office Trailer	Michiana Mobile	8 x 24
7011725	Alumcraft Jon Boat	Alumcraft	Jon Boat
7011558	Atlas 30 X 120 Stacker	Atlas	150
9926071	Gilson TS1X Test Screen	Gilson	TS1X
7011764	Homemade Work Boat	Homemade	
7011765	Homemade Work Boat/Fuel Tank	Homemade	
7211162	Homemade Electronic Control Panel	Homemade	
7211163	Homemade Electronic Control Panel	Homemade	
7211165	Homemade Electronic Control Panel	Homemade	
7011717	Mariner 15Hp Outboard Motor	Mariner	15
7009678	NPK E216 Breaker	NPK	E216
7211127	Control Panel	RBT control panel	
7011718	Mariner 15Hp Outboard Motor		15
7211710	Mercury Outboard Motor		15HP
7011753	Work Boat 18'		1860 ALL-W
7011789	Basic Structure Bucket Wheel		400 FS

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Equipment	Description	Manufacturer	Model
7011784	Single Screw		E5044325
7011714	Jon Alumcraft Boat		Jon Boat
7011761	Assemblers Dredge		UD14E
7211114	Electric Control Panel		
7211115	Electric Control Panel		
7211116	Electric Control Panel		
7211117	Electric Control Panel		
7211118	Electric Control Panel		
7211119	Electric Control Panel		
7211120	Electric Control Panel		
7211121	Electric Control Panel		
7211164	Homemade Electronic Control Panel		
7009722	Genie Z45/25IC Manlift	Genie	Z45/25IC
7011161	Dayton Generator	Dayton	3W232D
7011149	GM 125KW Generator	GM	125 KW
7011164	Honda Generator	Honda	GX140
7011173	IR 50KW Generator	Ingersol Rand	50KW
7011168	IR 50KW Generator	Ingersol Rand	E50XWCU
7211156	Magnum Genset	Magnum	MMG70J
7011121	Multiquip Generator	Multiquip	DCA40SSI
7011123	Multiquip Generator	Multiquip	MQ-60 DCA60SSSI
7011184	Robin Generator	Robin	RGV41063
7011754	Electric Pump on Float	Crane-Deming	4066- 8x8x12
7011128	Allmand Light Plant	Allmand	NL4BATMTU
7011126	IR Light Plant	Ingersol Rand	L6
7011163	IR Light Plant	Ingersol Rand	L6
7011134	IR Light Plant	Ingersol Rand	L-6
7011135	IR Light Plant	Ingersol Rand	L-6
7011136	IR Light Plant	Ingersol Rand	L-6
9926029	A&D Scale	A&D	FP12K
9926030	A&D Scale	A&D	FP12K
9926031	A&D Scale	A&D	FP12K
9926032	A&D Scale	A&D	FP12K
9926033	A&D Scale	A&D	FX6000
7011215	Cardinal PRL 106050 Scale 120,000# Capacity	Cardinal PRL 106050	Q143
7011203	Duraline 10x60 Scale 100,000# Capacity	Duraline	Q107
7011208	Fairbanks Morse 10x50 Scale 100,000# Capacity	Fairbanks Morse	RL IQ + 310
7011209	Howe 10x50 Scale 120,000# Capacity	Howe	Q114
7011228	Rice Lake Truck Scale 70x11 100,000# Capacity	Rice Lake	EZ7011
7011227	11 x 70 Truck Scale 120,000 Capacity	Rice Lake	GSE 465
7011229	Truck 70x11 Scale 120,000# Capacity	Rice lake	RiceLakeWeighSYS OTR
7011223	Truck Scale Q106 10 X 50	Rice Lake Survivor	Q106 10 X 50
7011214	Thurman 10x60 Truck Scale	Thurman	10x60
7011230	Thurman 60x10 Truck Scale 120,000# Capacity	Thurman	8130
7011226	Thurman 10x60 Scale 120,000# Capacity	Thurman	Q105
7011216	Winslow 10 x 50 Scale 100,000# Capacity	Winslow	UMC 1000
7011221	Durathron Scale		10X70-80T
7011222	B-TEK 11X120 Scale		Q121
7011219	Toledo 10x70 Scale		Q139
7011202	Cardinal 10x50 Scale		Q141
7011507	Homemade BG 30x300 Conveyor	30x300	
7011508	Homemade Channel 30x40 Conveyor	30X40	
7011792	42 x 200 Conveyor	42x200	42 X 200
7011791	42 X 500 Conveyor	42x500	42 X 500
7011520	Conveyor W/magnet	48X45	48x45
7011506	Homemade 8x14 Bin & Belt	8X14	
7011458	Abco 36X60 Conveyor	ABCO	36 x 60'
7011459	Abco 36X60 Conveyor	ABCO	36 x 60'
7011598	Abco 36x140 Conveyor	Abco	AS608
7011629	Abco Stacking Conveyor	Abco	AS608
7011643	Abco 140' Stacking Conveyor	Abco	AS608
7011644	Abco 140' Stacking Conveyor	Abco	AS608
7011595	Abco 140' Conveyor	Abco	AS-608

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Equipment	Description	Manufacturer	Model
7011532	Barber Green 24x50 Conveyor	Barber Green	24X50
7011528	Barber Green 24x60 Conveyor	Barber Green	24X60
7011668	Barber Green 24x63 Conveyor	Barber Green	24X63
7011527	Barber Green 24x70 Conveyor	Barber Green	24X70
7011666	Barber Green 24x80 Conveyor	Barber Green	24X80
7011596	Barber Green 24x90 Conveyor	Barber Green	24X90
7011542	Barber Green Stackable Conveyor	Barber Green	30X150
7011594	Barber Green 30x60 Conveyor	Barber Green	30X60
7011541	Barber Green 45x30 Conveyor	Barber Green	45X30
7011625	Cedar Rapids 24x60 Conveyor	Cedar Rapids	24X60
7011557	Cedar Rapids 30x300 Conveyor	Cedar Rapids	30X300
7011547	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011549	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011564	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011565	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011566	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011567	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011568	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011569	Cedar Rapids Stackable Conveyor	Cedar Rapids	30X60
7011562	Cedar Rapids Stackable Conveyor	Cedar Rapids	36X60
7011563	Cedar Rapids Stackable Conveyor	Cedar Rapids	36X60
7211503	Cedar Rapids Feeder Bin	Cedar Rapids	8X12
7011599	Cedar Rapids 8x18 Double Bin	Cedar Rapids	8X18
7011504	Channel 24x20 Conveyor	Channel	24X20
7011510	Channel 24x45 Conveyor	Channel	24X45
7011687	Channel 30x30 Conveyor	Channel	30X30
7011573	Homemade Channel 36X80 Conveyor	Channel	36x80
7011651	Homemade 20x30 Conveyor	Homelite	
7011518	Homemade Thrower Conveyor	Homemade	12x30
7011686	Homemade Channel Conveyor	Homemade	24x24
7011673	Homemade Box 24x70 Conveyor	Homemade	24x70
7011647	Homemade Channel Conveyor 30x19	Homemade	30x19
7011525	Homemade Channel Conveyor	Homemade	30x42
7011526	Homemade Channel Conveyor	Homemade	36x200
7011515	Homemade Channel Conveyor	Homemade	36x50
7011516	Homemade Channel Conveyor	Homemade	36x60
7011531	Homemade BG Conveyor	Homemade	36X90
7011796	Homemade Transfer Conveyor	Homemade	42X250
7011505	Homemade 36x32 Conveyor	Homemade	
7011517	Homemade 36x80 Conveyor	Homemade	
7011733	Homemade Pug Mill	Homemade	
7011559	KFI Radial Stacker Conveyor	KFI	30X106'
7011667	Kolberg 24X80 Conveyor	Kolberg	124-80-GRD
7011602	Kolberg 30x70 Conveyor	Kolberg	130-70
7011635	Kolberg 30x70 Conveyor	Kolberg	130-70
7011636	Kolberg 30x70 Conveyor	Kolberg	130-70
7011669	Kolberg 30x80 Conveyor	Kolberg	130-80
7011685	Kolberg Bin & Conveyor	Kolberg	1442-25
7011684	Kolberg 80' Stacker Conveyor	Kolberg	1524-81
7011632	Kolberg 30x80 Conveyor	Kolberg	1530-80
7011615	Kolberg Conveyor	Kolberg	30X150
7011588	Kolberg Conveyor	Kolberg	30X167
7211521	Kolberg Stacker Conveyor	Kolberg	33-36136
7211721	Kolberg Stacker Conveyor	Kolberg	33-36150
7211722	Kolberg Stacker Conveyor	Kolberg	36X150
7211500	Kolberg Conveyor	Kolberg	36X60
7011676	Kolberg 36 X 60' Conveyor	Kolberg	643134
7011677	Kolberg 36 X 60' Conveyor	Kolberg	643134
7211501	Kolberg Conveyor	Kolberg	643134
7011617	Kolman 70x30 Portable Conveyor	Kolman	101
7011618	Kolman 30x70 Conveyor	Kolman	101
7011622	Kolman 30x70 Conveyor	Kolman	101
7011633	Kolman 30x100 Conveyor	Kolman	101E

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Equipment	Description	Manufacturer	Model
7011607	Kolman 24x150 Stacker Conveyor	Kolman	101-R
7011608	Kolman 24x150 Stacker Conveyor	Kolman	101-R
7011610	Kolman 30X80 Conveyor	Kolman	101S
7011611	Kolman 30X90 Conveyor	Kolman	101S
7011612	Kolman 30X80 Conveyor	Kolman	101-S
7011609	Kolman 36x50 W/Feed Conveyor	Kolman	101XHD
7011653	Kolman 18x150 Conveyor	Kolman	18X150
7011678	Kolman 24x58 Conveyor	Kolman	24X58
7011623	Kolman 30x70 Conveyor	Kolman	30X70
7211507	Masaba Conveyor	Masaba	36X60
7211508	Masaba Conveyor	Masaba	36X60
7211509	Masaba Conveyor	Masaba	36X80
7211510	Masaba Conveyor	Masaba	36X60
7211511	Masaba Conveyor	Masaba	36X60
7211506	Masaba Conveyor	Masaba	42X80
7011453	Masaba 36x60 Conveyor	Masaba	36 x 60'
7011454	Masaba 36x60 Conveyor	Masaba	36 x 60'
7011455	Masaba 36x60 Conveyor	Masaba	36 x 60'
7011456	Masaba 36x60 Conveyor	Masaba	36 x 60'
7011457	Masaba 36x60 Conveyor	Masaba	36 x 60'
7011451	Masaba 36x80 Conveyor	Masaba	36 x 80'
7011452	Masaba 36x80 Conveyor	Masaba	36 x 80'
7211135	Masaba Conveyor 36x100	Masaba	36X100
7211136	Masaba Conveyor	Masaba	36X100
7211137	Masaba Conveyor	Masaba	36X100
7211138	Masaba Conveyor	Masaba	36X100
7211139	Masaba Conveyor	Masaba	36X100
7211140	Masaba Conveyor	Masaba	36X100
7211141	Masaba Conveyor	Masaba	36X100
7211142	Masaba Conveyor 36x100	Masaba	36X100
7211143	Masaba Conveyor	Masaba	36X100
7211144	Masaba Conveyor	Masaba	36X100
7211145	Masaba Conveyor	Masaba	36X100
7211146	Masaba Conveyor	Masaba	36X100
7211147	Masaba Conveyor	Masaba	36X100
7211514	Masaba Conveyor	Masaba	36X100
7211515	Masaba Conveyor	Masaba	36X100
7211516	Masaba Conveyor	Masaba	36X100
7211517	Masaba Conveyor	Masaba	36X100
7211518	Masaba Conveyor	Masaba	36X100
7211122	Masaba Conveyor	Masaba	36X60
7211123	Masaba Radial Conveyor	Masaba	36X60
7211124	Masaba Radial Conveyor	Masaba	36X60
7211125	Masaba Radial Conveyor	Masaba	36X60
7211126	Masaba Radial Conveyor	Masaba	36X60
7211131	Masaba Conveyor	Masaba	36X60
7211132	Masaba Conveyor	Masaba	36X60
7211133	Masaba Conveyor	Masaba	36X60
7211134	Masaba Conveyor	Masaba	36X60
7211504	Masaba Conveyor	Masaba	36X60
7211512	Masaba Conveyor	Masaba	36X80
7211513	Masaba Conveyor	Masaba	36X80
7011450	Masaba Conveyor 42x20	Masaba	42 x 20'
7211707	Masaba Stacking Conveyor	Masaba	42 X 60
7011795	Masaba Overland Conveyor	Masaba	42X350
7211148	Masaba Conveyor	Masaba	42X80
7011574	Peerless 24x150 Stacker Conveyor	Peerless	24 X 150
7011689	PEP 36X100 Field Conveyor	Pep	10036TC
7011576	PEP 36x100 Truss Conveyor	Pep	36X100
7011577	PEP 36x100 Truss Conveyor	Pep	36X100
7011782	PEP Bin 5030DEH	Pep	5030DEH
7011511	PEP 24X60 Conveyor	Pep	6024MDRS
7011690	PEP 36X100 Field Conveyor	Pep	6036TC

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Equipment	Description	Manufacturer	Model
7011691	PEP 36X100 Field Conveyor	Pep	8036TC
7011512	PEP 30 X80 Conveyor	Pep	8030MDRS
7211719	PEP PTSC Screen	Pep	PTSC 2618 VM
7011638	Pioneer 30x50 Portable Conveyor	Pioneer	30X50
7011571	Portech 24 x 30 Conveyor	Portech	24 x 30
7211505	TCl Conveyor	Radial Conveyor	48X60
9926034	Rainhart 8'X12 SHAKER	Rainhart	78765
9926035	Rainhart 8'X12 SHAKER	Rainhart	78765
9926036	Rainhart 8'X12 SHAKER	Rainhart	78765
9926037	Rainhart 8'X12 SHAKER	Rainhart	78765
7011649	Box 24x250 Conveyor		24X250
7011591	Box Conveyor		24X70
7011592	Stacker Conveyor 30x60		30X60
7011538	36 X 100 Box Conveyor		36X100
7011539	36 X 100 Box Conveyor		36X100
7011519	Conveyor 50x48		50X48
7011579	Porter 63x36 Conveyor		63X36
7011758	Rip Rap Feeder		
7011790	Canica-Jaques VSI Crusher	Canica-Jaques	155
7011793	Canica-Jaques VSI Crusher	Canica-Jaques	155
7011776	Canica Crusher	Canica-Jaques	95
7211723	Cedar Rapids 7x20 Screen	Cedar Rapids	TSH720338
7011707	Cedar Rapids 10x24 Jaw Breaker	Cedar Rapids	10x24
7211711	Cedar Rapids Impact Crusher	Cedar Rapids	1516
7011756	Cedar Rapids Jaw Breaker	Cedar Rapids	3054VGP
7011774	Cedar Rapids Single Impact Crusher	Cedar Rapids	4340
7011785	Cedar Rapids Single Impact Crusher	Cedar Rapids	4340VGFE
7011732	Cedar Rapids Double Deck Screen	Cedar Rapids	4X14 2D
7011721	Cedar Rapids Triple Deck 4x14 Screen	Cedar Rapids	4X14 3D
7011786	Cedar Rapids 6x20 Crusher	Cedar Rapids	5064 HSI
7011787	Cedar Rapids 6x20 Crusher	Cedar Rapids	5064 HSI
7011702	Cedar Rapids Wash Plant	Cedar Rapids	5644
7011720	Cedar Rapids Triple Deck 5x16 Screen	Cedar Rapids	5X16 3D
7011783	Cedar Rapids Triple Deck Screen Plant	Cedar Rapids	6x20
7211729	CedarRapids Screen/Plant Masaba RunningGear	Cedar Rapids	8X20
7009544	Cedar Rapids S6203 LJ Screen	Cedar Rapids	S6203
7211726	Cedar Rapids Screen	Cedar Rapids	TSH820338
7211725	Eagle Recycle Crusher	Eagle	1200-25CC
7011752	EIJay Screen-Rockview	EIJay	7X20
7011769	EIJay Screen 6X20	EIJay	FSG6203
7011780	EIJay Screen Plant 6x20	EIJay	PLJ6X20
7011712	EIJay 6x20 Screen	EIJay	R6203-7
7011763	Kolberg Wash Plant	Kolberg	12X48 TRIPLE
7011742	PEP Screening Plant	Pep	5030 DEH
7011726	PEP Challenger Screen 5x7	Pep	5X7
7011744	PEP Screen	Pep	DUO VIBE
7011775	PEP Screen 6x12 Duo Vibe	Pep	Duo Vibe
7211703	Pep III Screen	Pep	PTSC
7011728	PEP Challenger Screen	Pep	VARI VIBE III M
7211704	PEP 6x18 Screen	Pep	VARI-VIBE
7211705	PEP 6x18 Screen	Pep	VARI-VIBE
7011750	Pep Challenger Screen	Pep	VIBRA PLUS III
7011741	PEP 5X10 Screen	Pep	VVS 5X10
7011745	Pioneer Sand Screen	Pioneer	2457
9926038	Plogg Aggregate Washer	Plogg	
9926039	Plogg Aggregate Washer	Plogg	
7011755	Spokane Crusher	Spokane	82C
7211701	Svedala Crusher H600D-SD	Svedala	H600D-SD
7211786	Grizzly Screen		52 X 20
7011760	Wash Plant @ Airport		FSG720338
7211715	Kolberg Sand Screw	Kolberg	5044-32S
1921934	John's Quarry Package CBR & CA-6		
1921954	Airport Crushing Quarry Package		

William Charles Construction
2016 Equipment List

Equipment	Description	Manufacturer	Model
1921958	State Street Quarry Package		
1921959	Airport FM-22 Quarry Package		
1921968	Irene Chip Quarry Package		
1921970	Airport FA-20 Quarry Package		
1921973	North Shore (Re-Classify FA-1)		
1921975	Airport Dredge W/Booster Quarry Package		
1921981	Airport FA-20 Quarry Package		
1921982	Irene Breaker Run Quarry Package		
1921987	Porters Quarry Package		
1921990	Irene FA-20 Quarry Package		
1921991	Recycle Asphalt Quarry Package		
1921994	Porter Breaker Run		
1921996	Nimtz Chip Quarry Package		
7211771	DSC Marlin Cutterhead Dredge	Dredging Supply Co.	Marlin Class
7011645	Homemade Box 24X40	Homemade	24x40
0220305	Chevy Tahoe 2X4	Chevy	Tahoe
0230220	Chevy Express 15 Passenger Van	Chevy Express	G3500
0230213	Ford Mustang Shelby GT500 2 door coupe	Ford Mustang Shelby	GT500
0220373	GMC Acadia 4x4 SUV	GMC	Acadia
0220021	GMC Envoy SUV	GMC	ENVOY
0220327	GMC Envoy 4x4	GMC	Envoy SLE
0230203	GMC 2500 Conversion Van	GMC	Savanna 2500
0220370	GMC G3500 15 Passenger Van	GMC	Savanna G3500
0220397	GMC K1500 4x4 Yukon SUV	GMC	Yukon XL K1500
0220391	GMC K2500 4x4 Yukon SUV	GMC	Yukon XL K2500
0220315	Honda Odessey Minivan	Honda	Odessey
0220385	Jeep Grand Cherokee 4X4 SUV	Jeep	Grand Cherokee
0230226	Jeep Wrangler 4x4 4-Door SUV	Jeep	Wrangler
0220016	Lexus SUV Coach	Lexus	RX300
0220313	Lexus RX330 SUV	Lexus	RX330
0220312	Mercedes Benz SL500 Coupe	Mercedes Benz	SL500
0230214	Mitsubishi Endeavor 4 Door 2WD SUV	Mitsubishi	Endeavor
0230208	Toyota 4 Runner 4x4 SUV	Toyota	4 Runner
0220348	Toyota Avalon Sedan	Toyota	Avalon XLS
0220359	Toyota Camry Sedan	Toyota	Camry LE
0220366	Toyota Camry Sedan	Toyota	Camry LE
0220368	Toyota Camry Sedan	Toyota	Camry LE
0230221	Toyota Camry LE 4-Door	Toyota	Camry LE
0230215	Toyota Corolla 4 Door	Toyota	Corolla
0230222	Toyota Corolla LE 4-Door	Toyota	Corolla LE
0220390	Toyota Prius Sedan	Toyota	Prius Hybrid
0230224	Chevrolet K1500 Ext Cab 4WD Truck	Chevrolet	K1500
0220216	Chevy C2500 4x2 Ext Cab	Chevy	C2500
0220309	Chevy K1500 4x4 Ext Cab	Chevy	Silverado K1500
0220310	Chevy K1500 4x4 Ext Cab	Chevy	Silverado K1500
0230216	Ford F150 4X4 Ext Cab	Ford	F150
0230217	Ford F150 4X4 Ext Cab	Ford	F150
0230218	Ford F150 4X4 Ext Cab	Ford	F150
0230227	Ford F150 Ext Cab 4x4 Truck	Ford	F150
0220249	GMC 2500HD 4X4 Std Cab W/Plow	GMC	2500HD
0220251	GMC 2500HD 4X4 Std Cab W/Plow	GMC	2500HD
0220252	GMC 2500HD 4X4 Std Cab W/Plow	GMC	2500HD
0220256	GMC 2500HD 4X4 Std Cab W/Plow	GMC	2500HD
0220264	GMC 2500HD 4X4 Std Cab	GMC	2500HD
0220265	GMC 2500HD 4X4 Std Cab W/Plow	GMC	2500HD
0220267	GMC 2500HD 4X4 Std Cab W/Plow	GMC	2500HD
0220274	GMC 2500HD 4X4 Std Cab W/Utility	GMC	2500HD
0220299	GMC 2500HD 4x2 Std Cab W/Liftgate	GMC	2500HD Sierra
0220301	GMC 2500HD 4x4 Std Cab	GMC	2500HD Sierra
0220314	GMC 2500HD 4x4 Ext Cab	GMC	2500HD Sierra
0220321	GMC 2500HD 4x4 Std Cab	GMC	2500HD Sierra
0220323	GMC Canyon 4x4 Ext Cab	GMC	Canyon
0220325	GMC Canyon 4x4 Ext Cab	GMC	Canyon 4X4

William Charles Construction
2016 Equipment List

Equipment	Description	Manufacturer	Model
0200394	GMC K1500 Ext Cab Shortbox	GMC	K1500
0220232	GMC K1500 4x4 Std Cab	GMC	K1500
0230230	GMC Sierra K1500 4 x 4 Std Cab	GMC	K1500
0220277	GMC K1500 4X4 Std Cab	GMC	K1500 Sierra
0220278	GMC K1500 4X4 Std Cab	GMC	K1500 Sierra
0220279	GMC K1500 4X4 Std Cab	GMC	K1500 Sierra
0220281	GMC K1500 4X4 Std Cab	GMC	K1500 Sierra
0220282	GMC K1500 4X4 Std Cab	GMC	K1500 Sierra
0200209	GMC K2500 4x4 Ext Cab	GMC	K2500
0200215	GMC K2500 4x4 Std Cab W/Utility Box	GMC	K2500
0200390	GMC K2500 4x4 Ext Cab W/Plow	GMC	K2500
0200392	GMC K2500 Ext Cab 4X4	GMC	K2500
0220244	GMC S15 Sonoma 4x4 Ext Cab	GMC	S 15 Sonoma SLS
0220291	GMC S15 4x2 Std Cab	GMC	S15 Sonoma
0220332	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500 HD
0220333	GMC 2500HD 4x4 Std Cab W/Plow	GMC	Sierra 2500 HD
0220334	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500 HD
0220336	GMC 2500HD 4x4 Std Cab W/Plow	GMC	Sierra 2500 HD
0220338	GMC 2500HD 4x4 Std Cab W/Utility Box	GMC	Sierra 2500 HD
0220339	GMC 2500HD 4x2 Crew Cab	GMC	Sierra 2500 HD
0220342	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500 HD
0220343	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500 HD
0220326	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500HD
0220367	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500HD
0220376	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500HD
0220378	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500HD
0220379	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500HD
0220396	GMC 2500HD 4x4 Std Cab	GMC	Sierra 2500HD
0220398	GMC 2500HD 4x4 Std Cab W/Plow	GMC	Sierra 2500HD
0230200	GMC 2500HD 4x4 Std Cab W/Plow	GMC	Sierra 2500HD
0230202	GMC 2500HD 4x4 Std Cab W/Utility Box	GMC	Sierra 2500HD
0230209	GMC 2500HD 4x4 Crew cab	GMC	Sierra 2500HD
0230228	GMC Sierra K1500 4 x 4 Std Cab	GMC	Sierra K1500
0230229	GMC Sierra K1500 4 x 4 Std Cab	GMC	Sierra K1500
0220324	GMC K1500 4x4 Ext Cab	GMC	Sierra Z71 K1500
0220394	GMC K1500 4x4 Ext Cab	GMC	Sierra Z71 K1500
0400595	Ford L8000 SA Dump Truck W/Plow	Ford	L8000F
0500591	Ford L9000 6 Whl Dump Truck	Ford	L9000
0400864	GMC Topkick Flatbed Truck	GMC	Topkick
0520500	IH 4900 6 Whl Dump Truck	International	4900
0520502	IH 8200 6 Whl Dump Truck	International	8200
0500590	Kenworth T800 6 Whl Dump Truck	Kenworth	T800
0500588	Mack RD6905 6 Whl Dump Truck	Mack	RD690S
0500592	Mack RD688S 6 Whl Service Truck	Mack	RD688S
0700746	Western Star 3864 Truck w/Glider Kit	Western Star	3864
0400409	FWD Fire Truck		Pumper
0420408	Chevy C3500 Flatbed Truck Dually W/Plow	Chevy	C3500HD
0420411	Chevy C3500HD Flatbed Truck Dually	Chevy	C3500HD
0420410	Chevy C3500 SA Dump Truck	Chevy	Silverado C3500
0400826	GMC 3500HD Dump Truck W/Plow	GMC	3500HD
0420401	GMC 3500HD Flatbed Truck	GMC	3500HD
0420402	GMC 3500HD Flatbed Truck	GMC	3500HD
0200210	GMC C3500 4x2 Std Cab W/Utility Box	GMC	C3500
0220203	GMC C3500 W/Lift Gate	GMC	C3500
0200204	GMC C3500 4x2 Ext Cab	GMC	C3500 Sierra
0420409	GMC C3500HD Dump Truck Dually	GMC	C3500HD
0220200	GMC K3500 W/Utility Box	GMC	K3500
0400400	GMC K3500 Dump Truck W/Plow	GMC	K3500
0400402	GMC 3500 4x2 Flatbed Truck	GMC	Sierra 3500
0230231	GMC 3500HD 4x4 Std Cab W/Liftgate	GMC	Sierra 3500HD
0820808	GMC K3500 4X4 Truck w/Elec Box	GMC	Sierra K3500
0230225	Chevy Silverado K1500 4WD Ext Cab Pickup	Chevrolet	Silverado
0800878	Freightliner FL70 SA Service Truck	FreightLiner	FL70

William Charles Construction
2016 Equipment List

Equipment	Description	Manufacturer	Model
0800850	FWD 330 Drill Rig	FWD Corp	330
0820805	GMC 5500 Service Truck	GMC	5500
0800872	GMC 7000 Flatbed Hot Mix Service Truck	GMC	7000
0400866	GMC Topkick Flatbed Truck	GMC	Line Truck
0820815	International 4300 Flatbed Truck	International	4300
0800874	IH 4900 Hot Mix Service Truck	International	4900
0800899	IH NSH 2200 Water Truck w/St.flusher	International	NS-H 2200
0800880	Kenworth T300 Hotmix Service Truck-Single Axle	Kenworth	T300
0800876	Peterbilt 330 Service Truck	Peterbilt	330
0400825	Chevy P30 Van	Chevy	P30
0400827	Chevy P30 Van	Chevy	P30
0400828	Chevy P30 Van	Chevy	P30
0400824	GMC P3500 Step Van	GMC	P3500
0420813	Ford F550 Bucket Truck	FORD	F550
0409631	Ford F550 Bucket Truck	Ford	F550
0400811	GMC Topkick Bucket Truck	GMC	Top Kick
0409195	IH 4300 Bucket Truck	International	4300 Altec
0820804	IH 4700 Altec Line Truck	International	4700
0409292	IH 4300 Line Truck W/Boom & Box	International	International 4300
0820810	Ford F550 4x4 Crew Cab Truck W/Utility Box		F550 SD
0800860	GMC Brigadier Manhole truck	GMC	Brigadier
0800861	Mack R600 Manhole Truck	Mack	R600
0800862	Mack R688St Manhole Truck	MACK	R688ST
0820807	Chevy C6500 Mechanic Service Truck	Chevy	C6500
0800851	GMC 3500HD Service Truck	GMC	3500HD
0820801	GMC Topkick Weld Truck	GMC	Top Kick
0820803	GMC Topkick Weld Truck	GMC	Top Kick
0820812	IH 4700 Mechanics Service Truck	International	4700
0400868	Chevy C7500 Distributor Truck	Chevy	C7500
0400863	GMC Topkick Distributor Truck	GMC	Topkick/Etnure
0420406	GMC C7500 Topkick Sand Truck	GMC	C7500 Topkick
0800869	GMC Topkick Grease Truck	GMC	Top Kick
0820802	GMC Topkick Saw Truck	GMC	Top Kick
0230219	Chevrolet Trailblazer 4 Door SUV	Chevrolet	Trailblazer
0230210	Chevrolet 2500HD 4x4 Ext Cab	Chevrolet	2500HD
0230205	Chevy 2500HD 4x4 Ext Cab	Chevy	2500HD
0220384	Toyota Tundra 4x4 Std Cab	Toyota	Tundra
0420412	Ford F450 2WD TA Flatbed Truck	Ford	F450
0820817	Ford F450 Superduty 2WD Truck	Ford	F450 Superduty
0230207	GMC 3500 4x4 Crew cab	GMC	Sierra 3500
0809455	Ford F800 Water Truck	Ford	F800
0809453	International 7400 6x4 Water Truck 4K	International	7400 6X4
0820816	Ford F550 Mechanics Service Truck	Ford	F550
0820818	International 8100 Lube/Service SA Truck	International	8100
0400405	Ford F350 Saw Truck	Ford	F350
9923481	Cargomate Enclosed Trlr	Cargomate	ORBL716TA2
9923484	FabForm Equipment Trailer	Fab Form	FabForm SF204T-14K
9923490	Fabform PT714-14KS 7x14 Scissor Dump Trailer	Fabform	PT714-14KS
9923488	Cont.Cargo Trailwind 8.5x20 Enclosed Trailer	Forest River	Cont.Cargo Trailwind
9923485	Kimbel Equipment Trailer	Kimbel	Kimbel 8.5'x22'
9923494	Trail King Equipment Trailer	Trail King	TKT 12U
9923496	Trailmax 40T Equipment Trailer 24' TA	Trailmax	40T
1021038	Lull 844C-42 Forklift	Lull	844C-42
1001462	Skytrack 8042 R/T Forklift	Skytrack	8042
1001463	Skytrack 8042 R/T Forklift	Skytrack	8042
1701783	Mustang MTL16 Track Skidloader	Mustang	MTL16
9926866	Topcon Rover & Base	Topcon	8058G3
9923810	Dynapac Jumping Jack	Dynapac	LT5000
9923811	Dynapac Jumping Jack	Dynapac	LT6000
1121104	Cat D9L Dozer	Caterpillar	D9L
1109456	John Deere 850J LGP Dozer	John Deere	850J LGP
1109608	Caterpillar D6N XL Dozer	Caterpillar	D6N XL
1209659	Caterpillar 140M Motor Grader	Caterpillar	140M

William Charles Construction
2016 Equipment List

Equipment	Description	Manufacturer	Model
1209862	Caterpillar 143H Motor Grader W/Ripper	Caterpillar	143H
1209602	Caterpillar 16G Motor Grader	Caterpillar	16G
1321317	Caterpillar 641B Scraper	Caterpillar	641B
1321318	Caterpillar 641B Scraper	Caterpillar	641B
1321319	Caterpillar 641B Scraper	Caterpillar	641B
1321320	Caterpillar 641B Scraper	Caterpillar	641B
1321321	Caterpillar 641B Scraper	Caterpillar	641B
1301340	John Deere 862B Scraper	John Deere	862B
1321322	Caterpillar 621B Water Wagon	Caterpillar	621B
0809637	International 7400 Water Truck	International	7400
9909604	12,000 Gallon Water Tower	Mega Tankers	12,000 Gallon
1409212	John Deere 450D LC Excavator	John Deere	450DLC
1409083	John Deere 330C LC Excavator	John Deere	330CLC
1409145	John Deere 350D LC Excavator	John Deere	350DLC
1409652	Caterpillar 320D L Excavator w/Compactor	Caterpillar	320D L/Comp 320
1421409	Hitachi ZX35C Mini Excavator	Hitachi	ZX35C
1409474	John Deere 35D Mini Excavator	John Deere	35D
1409636	John Deere 410K Backhoe Loader	John Deere	410L
1001461	Linkbelt RTC8050 II R/T Crane	Linkbelt	RTC8050 II
1601507	Cat 824C R/T Compactor	Caterpillar	824C
1004029	Hyster Grid Pull Behind Roller	Hyster	D Grid Roller
1609627	Dynapac CA362D Roller	Dyanpac	CA362D
1609628	Dynapac CA362D Roller	Dynapac	CA362D
1701640	IR SD100 Roller	Ingersol Rand	SD-100
1609464	Dynapac CC122 Roller	Dynapac	CC122
1701701	Waldon W250 Sweepmaster Broom	Waldon	W250
1309658	Cat 735 Articulated Dump Truck	Caterpillar	735
1309657	Cat 725 Articulated Dump Truck	Caterpillar	725
9923719	Airman Air Compressor Wheel Mounted	Airman	PDS185S
7211182	Multiquip DCA45SSI Generator	Multiquip	DCA45SSI
1809661	Caterpillar 966K Wheel Loader	Caterpillar	966K
1809155	John Deere 644J Wheel Loader	John Deere	644J
1809648	John Deere 644K Wheel Loader	John Deere	644K
1821801	Volvo L120C Wheel Loader	Volvo	L120C
1821802	Volvo L120C Wheel Loader	Volvo	L120C
1821803	Volvo L120C Wheel Loader	Volvo	L120C

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
To be finalized after	award of Contract			

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.

We have received some firm offers for major materials but not all.

We cannot enter into subcontract agreements until we are awarded a contract.

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 _____

Loves Park,
Dated at Illinois this 4th day of August, 2016.

William Charles Construction Company, LLC

By

Ben Holmstrom, President

Title of Person Signing

STATE OF Illinois)

COUNTY OF Winnebago)

Ben Holmstrom being duly sworn deposes and says that he/she is President

of the above William Charles Const. 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 4th day of August, 2016

Notary Public

My Commission Expires: 9/17/2018



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 Affidavit of Availability			

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 Affidavit of Availability			

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
	See Attached Affidavit of Availability			

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.

William Charles Construction

BIDDER
8/4/16
DATE

SUB-CONTRACTOR



BY: _____ SIGNATURE

SUB-CONTRACTOR

Ben Holmstrom,
President

TITLE

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**.

					Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						70,821,741
Uncompleted Dollar Value if Firm is the Subcontractor						2,630,075
					Total Value of All Work	73,451,816

All Work
73,451,816

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					11,267,483
Portland Cement Concrete Paving					
HMA Plant Mix					13,089,373
HMA Aggregate Mixture					
Rd Maint					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					3,499,567
Highway, R.R. and Waterway Structures					590,657
Drainage					5,286,978
Electrical					8,999,482
Cover and Seal Coats					
Miscellaneous Concrete Construction					417,963
Landscaping					204,279
Fencing					182,708
Guardrail					408
Painting					225,345
Signing					18,032
Cold Mill, Plan. & Rotomill					970,725
Demolition					
Other Construction (List)					176,760
Totals					44,929,760

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.

For the Letting of September 16, 2016

	1	2	3	4	Awards Pending
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

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 4th day of August, 2016

Signed

Beh Holmstrom, President

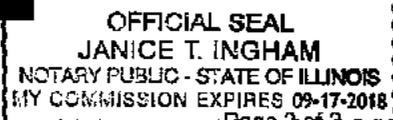
Company
Address

William Charles Ltd.
 1401 North Second St.
 Rockford, IL 61107

[Redacted Signature]

Notary Public

My commission expires 09/17/18



**Illinois Department
of Transportation**

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

**Affidavit of Availability
For the Letting of September 16, 2016**

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 9130229	2 9150204	3 9150206	4 9150260	Awards Pending	
Contract Number	64821	64G62	RR-13-5662	85616	2016 Street Repairs	
Contract With	IDOT	IDOT	ISTHA	IDOT	City of Loves Park	
Estimated Completion Date	7-31-17	10-28-16	7-31-16	9-15-16	10-15-16	
Total Contract Price	18,995,418	23,497,104	34,444,188	5,766,050	1,343,859	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,268,250	7,515,000	630,000	3,470,509	1,343,859	70,051,688
Uncompleted Dollar Value if Firm is the Subcontractor						566,535
Total Value of All Work						70,618,223

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	935,887		500,000	460,000	302,174	11,267,483
Portland Cement Concrete Paving						
HMA Plant Mix	120,449	4,600,000		600,000	669,481	13,089,373
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		600,000		125,000	9,889	3,499,567
Highway, R.R. and Waterway Structures						590,857
Drainage				125,000	27,078	5,286,978
Electrical	1,102,709			1,200,000		6,275,806
Cover and Seal Coats						
Miscellaneous Concrete Construction					191,215	264,821
Landscaping					26,292	184,339
Fencing						182,708
Guardrail						408
Painting					9,165	225,345
Signing				11,000		11,000
Cold Mill, Plan. & Rotomill		800,000		6,725	92,901	970,725
Demolition						
Other Construction (List)					15,064	173,910
Totals	2,159,045	6,000,000	500,000	2,527,725	1,343,859	42,023,120

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.

For the Letting of September 16, 2016

	1 9130229	2 9150204	3 9150206	4 9150260	Awards Pending
Subcontractor	Plote Const	Asph Stone	Abari	Sjostrom	
Type of Work	Concrete	Milling	Concrete	Concrete	
Subcontract Price	5,137,682	580,850	1,418,507	720,474	
Amount Uncompleted	1,648,066	300,000		577,000	
Subcontractor	Civil Const	G.M. Sipes	Access Cont	Foss	
Type of Work	Structures	Conc Patch	Guardrail	Landscape	
Subcontract Price	574,397	3,610,572	1,189,960	214,721	
Amount Uncompleted				165,970	
Subcontractor	Foss Land	Marking Sp.	Arteaga	Sanco	
Type of Work	Restoration	Markers	Landscape	Traf Control	
Subcontract Price	444,340	346,993	1,775,275	92,407	
Amount Uncompleted	203,260	215,000		68,000	
Subcontractor	Sanco	Roadsafe	Ray Edwards	Countryman	
Type of Work	Traf Control	Striping	Underdrain	Striping	
Subcontract Price	414,743	1,191,413	1,096,817	66,741	
Amount Uncompleted	169,051			53,000	
Subcontractor	Western Remac	TSI	Roadsafe	Maint Coating	
Type of Work	Signing	Traf Control	Traf Control	Pvmt Marking	
Subcontract Price	91,945	1,586,439	1,433,018	30,063	
Amount Uncompleted	88,828	1,000,000	130,000	30,063	
Total Uncompleted	2,109,205	1,515,000	130,000	894,033	

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 4th day of August, 2016

Ben Holmstrom, President

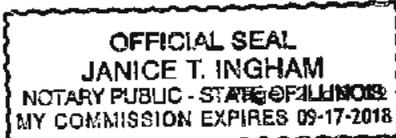
Signed

Company Address

WILLIAM CHARLES CONSTRUCTION CO.
5290 NIMTZ RD.
LOVES PARK, IL 61111

Notary Public

My commission expires 09/17/18



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, including 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. If no work is contracted, show **NONE**.

	1 9150265	2 9150267	3 9160201	4 9160203	Awards Pending	
Contract Number		64C21	64K97	85618		
Contract With	IDOT	IDOT	IDOT	IDOT		
Estimated Completion Date	6-30-16	9-16-19	7-31-16	6-15-16		
Total Contract Price	1,497,957	31,989,626	246,343	98,000		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,668,451	31,874,080	174,002	93,800		
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.

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						Accumulated Totals
Earthwork	231,625	5,717,167	16,781	42,903		
Portland Cement Concrete Paving						
HMA Plant Mix	44,061	2,151,277	105,292	14,339		
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	590,657	1,988,734	4,328	17,836		
Highway, R.R. and Waterway Structures	590,657					
Drainage		4,976,884		5,400		
Electrical		3,586,629				
Cover and Seal Coats						
Miscellaneous Concrete Construction		73,606				
Landscaping		90,644				
Fencing	1,590	162,732				
Guardrail	408					
Painting		216,180				
Signing						
Cold Mill, Plan. & Rotomill		71,099				
Demolition						
Other Construction (List)	8,458	118,050				
Totals	1,467,456	19,153,002	126,401	80,478		

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined under Section 5 of "The Illinois Purchasing Act." 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.

For the Letting of September 16, 2016

	1 9150265	2 9150267	3 9160201	4 9160203	Awards Pending
Subcontractor	M&M Concrete	Acura	WK Const	Cooling	
Type of Work	Concrete	Concrete Pvt	Reclamation	Landscaping	
Subcontract Price	147,335	5,762,810	87,980	10,522	
Amount Uncompleted	100,000	5,762,810	18,712	9,522	
Subcontractor	D2K	Rfd Concrete Pving	D2K Traffic	Sanco	
Type of Work	Striping	Concrete	Striping	Traf Control	
Subcontract Price	85,402	3,053,616	12,759	2,850	
Amount Uncompleted	49,366	3,053,616	12,759	2,000	
Subcontractor	Slurry Systems	N-Trak	PMI	Artisan Eng	
Type of Work	Soil Retention	Pipe	Milling	Layout	
Subcontract Price	84,000	2,531,906	9,631	2,350	
Amount Uncompleted		2,416,360	9,631		
Subcontractor	Cooling	Trafic Services	Countryman	Anderson Env	
Type of Work	Landscaping	Traf Control	Striping	CCDD Mat	
Subcontract Price	43,629	945,132	6,922	1,800	
Amount Uncompleted	43,629	945,132	5,174	1,800	
Subcontractor	Free Flow Tech	Foss Landsc	Sanco		
Type of Work	Environmental	Landscaping	Traf Control		
Subcontract Price	9,140	543,160	2,650		
Amount Uncompleted	8,000	543,160	1,325		
Total Uncompleted	200,995	12,721,078	47,601	13,322	

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Subscribed and sworn to before me this 4th day of August, 2016

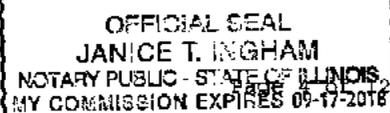
Notary Public

My commission expires 09/17/18

Signed

Company
Address

WILLIAM CHARLES CONTRUCTION CO.
5290 NIMTZ RD.
LOVES PARK, IL 61111



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Part I. Work Under Contract

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	1 9160207	2 9160208	3 9160212	4 9160213	Awards Pending	
Contract Number	Alpine - Phase 2	216-PW-026	85618	316-PW-035		
Contract With	City of Loves Park	City of Rockford	City of Rockford	City of Rockford		
Estimated Completion Date	8-30-16	6-30-16	7-22-16	8-19-16		
Total Contract Price	3,676,290	1,131,465	1,356,367	541,763		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,215,703	789,899	1,080,369	516,145		
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.

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						Accumulated Totals
Earthwork	181,741	61,977	403,110	63,983		
Portland Cement Concrete Paving						
HMA Plant Mix	1,153,560	540,253	474,003	240,366		
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		7,545	16,300	101,919		
Highway, R.R. and Waterway Structures						
Drainage				7,821		
Electrical	210,825					
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping		16,401				
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
Totals	1,546,126	626,176	893,413	414,089		

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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.

For the Letting of September 16, 2016

	1 9160207	3 9160208	3 9160212	4 9160213	Awards Pending
Subcontractor	N-Trak	N-Trak	Rkfd Concrete	Rkfd Concrete	
Type of Work	Storm Sewer	Adjustments	Concrete	Concreta	
Subcontract Price	1,557,829	238,533	335,747	73,869	
Amount Uncompleted	314,943	103,604	127,115	73,869	
Subcontractor	Stenstrom	Norwest Const	Norwest Const	PMI	
Type of Work	Concrete	Concrete	Rotomill	Rotomill	
Subcontract Price	377,403	149,170	79,665	25,678	
Amount Uncompleted	232,153	47,825	31,596	5,310	
Subcontractor	Trafic Services	PMI	Foss Land	Foss Land	
Type of Work	Traf Control	Milling	Landscape	Landscape	
Subcontract Price	88,288	94,581	26,595	20,627	
Amount Uncompleted	45,532	9,105	21,595	20,627	
Subcontractor	Dreamscapes	Sanco	Sanco	Sanco	
Type of Work	Landscaping	Traf Control	Traf Control	Traf Control	
Subcontract Price	85,500	17,300	16,800	7,500	
Amount Uncompleted	55,805	1,000	2,503	2,250	
Subcontractor	Precision Pav	Countryman	Countryman		
Type of Work	Striping	Striping	Striping		
Subcontract Price	21,144	5,705	4,147		
Amount Uncompleted	21,144	1,989	4,147		
Total Uncompleted	669,577	163,723	186,966	102,056	

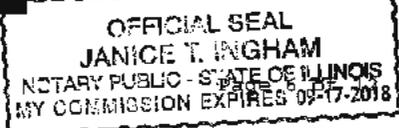
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Subscribed and sworn to before me this 4th day of August, 2016

Notary Public

Company Address

My commission expires 09/17/18



Ben Holmstrom, President

WILLIAM CHARLES CONSTRUCTION CO.
5290 NIMTZ RD.
LOVES PARK, IL 61111

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Part I. Work Under Contract

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	1 9160205	2 9160214	3 9160215	4 9160216	Awards Pending	
Contract Number	L17-5214	85636	TRSC-16-1	2016 HMA Various		
Contract With	RRWRD	IDOT	Roscoe Twp	Cherry Valley Twp		
Estimated Completion Date	11-15-17	8-29-16	10-30-16	9-1-16		
Total Contract Price	17,498,597	488,957	199,600	421,200		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	11,177,910	488,957	199,600	421,200		
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.

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						Accumulated Totals
Earthwork	1,967,220	62,737				
Portland Cement Concrete Paving						
HMA Plant Mix	14,269	134,143	187,512	417,250		
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		9,550				
Highway, R.R. and Waterway Structures						
Drainage						
Electrical		165,848				
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping	51,002					
Fencing	18,386					
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)	8,045					
Totals	2,058,922	372,278	187,512	417,250		

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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.

For the Letting of September 16, 2016

	1 9160205	2 9160214	3 9160215	4 9160216	Awards Pending
Subcontractor	Midwest Mole	GeoDynamics	Norwest Const	Sanco	
Type of Work	Boring	Crack Cntrl	Milling	Traf Ctrl	
Subcontract Price	5,595,500	64,210	10,408	3,950	
Amount Uncompleted	5,595,500	64,210	10,408	3,950	
Subcontractor	Sjostrom	Rfd Concrete Pving	Sanco		
Type of Work	Shoring	Concrete	Traf Control		
Subcontract Price	1,398,410	16,998	1,680		
Amount Uncompleted	1,398,410	16,998	1,680		
Subcontractor	Mi-Con	D2K Traffic			
Type of Work	Dewatering	Striping			
Subcontract Price	1,198,280	15,457			
Amount Uncompleted	1,198,280	15,457			
Subcontractor	SX Blasting	PMI			
Type of Work	Blasting	Rotomill			
Subcontract Price	656,585	11,214			
Amount Uncompleted	656,585	11,214			
Subcontractor	Dreamscapes	Anderson Env			
Type of Work	Landscaping	Environmental			
Subcontract Price	270,213	8,800			
Amount Uncompleted	270,213	8,800			
Total Uncompleted	9,118,988	116,679	12,088	3,950	

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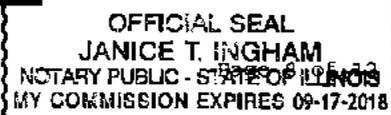
Notary Public

My commission expires 09/17/18

Signed

Company
Address

WILLIAM CHARLES CONSTRUCTION CO.
5290 NIMTZ RD.
LOVES PARK, IL 61111



**Illinois Department
of Transportation**

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

**Affidavit of Availability
For the Letting of September 16, 2016**

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Part I. Work Under Contract

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	1 9160217	2 9160225	3 9160227	4 9160228	Awards Pending	
Contract Number	416-PW-047	Street Main 2016	Street Main Phase 2	716-PW-084		
Contract With	City of Rockford	Vlg Cherry Valley	Vlg Cherry Valley	City of Rockford		
Estimated Completion Date	8-5-16	8-24-16	9-15-16	10-31-16		
Total Contract Price	844,806	109,240	52,392	1,056,793		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	844,806	109,240	52,392	1,056,793		
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.

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					Accumulated Totals
Earthwork	177,607		2,838	139,733	
Portland Cement Concrete Paving					
HMA Plant Mix	386,521	97,021	39,967	480,324	
HMA Paving					
Rd Maint					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	9,550			18,259	
Highway, R.R. and Waterway Structures					
Drainage				144,795	
Electrical	9,795				
Cover and Seal Coats					
Miscellaneous Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Mill, Plan. & Rotomill					
Demolition					
Other Construction (List)	23,693				
Totals	607,166	97,021	42,805	783,111	

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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.

For the Letting of September 16, 2016

	1 9160217	2 9160225	3 9160227	4 9160228	Awards Pending
Subcontractor	Rkfd Concrete	Norwest Const	Norwest Const	Norwest Const	
Type of Work	Concrete	Milling	Milling	Concrete	
Subcontract Price	99,293	11,169	8,337	224,794	
Amount Uncompleted	99,293	11,169	8,337	224,794	
Subcontractor	Road Fabrics	Sanco	Sanco	Foss Landscap	
Type of Work	Crack Cntrl	Traf Control	Traf Control	Landscape	
Subcontract Price	53,325	1,050	1,250	30,850	
Amount Uncompleted	53,325	1,050	1,250	30,850	
Subcontractor	PMI			Sanco	
Type of Work	Rotomill			Traf Control	
Subcontract Price	44,366			12,775	
Amount Uncompleted	44,366			12,775	
Subcontractor	Countryman			Countryman	
Type of Work	Striping			Striping	
Subcontract Price	25,204			5,263	
Amount Uncompleted	25,204			5,263	
Subcontractor	Foss Landsc				
Type of Work	Landscaping				
Subcontract Price	15,452				
Amount Uncompleted	15,452				
Total Uncompleted	237,640	12,219	9,587	273,682	

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Ben Holmstrom, President

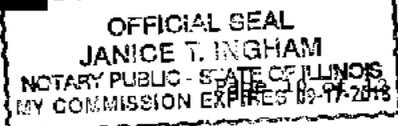
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	1	2	3	4	Awards Pending	
	9160226					
Contract Number	Street Main 2016					
Contract With	Vlg New Milford					
Estimated Completion Date	8-24-16					
Total Contract Price	60,723					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	60,723					
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

All Work

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

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					Accumulated Totals
Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix	52,750				
HMA Paving					
Rd Maint					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Highway,R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats					
Miscellaneous Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Mill, Plan. & Rotomill					
Demolition					
Other Construction (List)					
Totals	52,750				

PART III. Work Subcontracted to Others.

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

	1 9160226	2 0	3 0	4 0	Awards Pending
Subcontractor	Norwest Const	0	0	0	
Type of Work	Milling	0	0	0	
Subcontract Price	6,978	0	0	0	
Amount Uncompleted	6,978	0	0	0	
Subcontractor	Sanco	0	0	0	
Type of Work	Traf Control	0	0	0	
Subcontract Price	995	0	0	0	
Amount Uncompleted	995	0	0	0	
Subcontractor	0	0	0	0	
Type of Work	0	0	0	0	
Subcontract Price	0	0	0	0	
Amount Uncompleted	0	0	0	0	
Subcontractor	0	0	0	0	
Type of Work	0	0	0	0	
Subcontract Price	0	0	0	0	
Amount Uncompleted	0	0	0	0	
Subcontractor	0	0	0	0	
Type of Work	0	0	0	0	
Subcontract Price	0	0	0	0	
Amount Uncompleted	0	0	0	0	
Total Uncompleted	7,973	0	0	0	0

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 4th day of August, 2016

Type or Print Name Ben Holmsrom

Signed

Company Address

Notary Public

My commission expires 09/17/18

WILLIAM CHARLES CONSTRUCTION CO.
5290 NIMITZ RD.
LOVES PARK, IL 61111



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

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	1 9150434	2 9160402	3 9160405	4 9160413	Awards Pending	
Contract Number	Oak Crest	Harrison Ave.	64L06	Drexel & Kingsley		
Contract With	Fischer Ex	Benchmark	Sjostrom	N-Trak		
Estimated Completion Date	5-1-17	11-3-17	9-15-16	9-15-16		
Total Contract Price	211,746	252,923	19,901	125,233		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	125,000	252,923	19,901	125,233		523,0
				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						
Portland Cement Concrete Paving						
HMA Plant Mix	125,000	252,923	19,901	125,233		
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
Totals	125,000	252,923	19,901	125,233		

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.

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

	1	2	3	4	Awards Pending
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

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 4th day of August, 2016

Signed

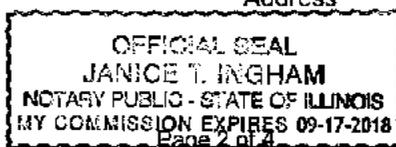
Ben Holms, President

Company
 Address

WILLIAM CHARLES CONSTRUCTION CO.
 5290 NIMTZ RD.
 LOVES PARK, IL 61111

Notary Public

My commission expires 09/17/18



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Part I. Work Under Contract

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	1 9160414	2	3	4	Awards Pending	
Contract Number	Prairie & Dorothea					
Contract With	N. IL Service					
Estimated Completion Date	9-15-16					
Total Contract Price	43,478					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	43,478					
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						
Portland Cement Concrete Paving						
HMA Plant Mix	43,478					
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
Totals	43,478					

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.

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

	1	2	3	4	Awards Pending
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

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 4th day of August, 2016

[Redacted Signature]
 Notary Public

My commission expires 09/17/18

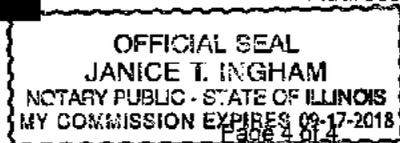
Signed

Ben Ahlstrom, President

[Redacted Signature]

Company
 Address

WILLIAM CHARLES CONSTRUCTION CO.
 5290 NIMTZ RD.
 LOVES PARK, IL 61111



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Part I. Work Under Contract

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	1 Various WO	2 6160604	3 6160609	4	Awards Pending	
Contract Number	64K79	7th St Phase II	64K86		Lincoln Ave Ext	
Contract With	IDOT	City of Rfd	IDOT		Kelsey Exc	
Estimated Completion Date	6-30-17	9-2-16	6-15-16		11-1-16	
Total Contract Price	206,460	451,707	91,946		91,123	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	206,460	451,707	91,946			750,113
Uncompleted Dollar Value if Firm is the Subcontractor					91,123	2,063,540
Total Value of All Work						2,813,653

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

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Base Prep						
Drainage						
Electrical	206,460	288,683	73,870		91,123	2,723,676
Cover and Seal Coats						
Miscellaneous Concrete Construction		153,142				153,142
Landscaping						
Fencing						
Guardrail						
Painting						
Signing		7,032				7,032
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)		2,850				2,850
Totals	206,460	451,707	73,870		91,123	2,886,700

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PART III. Work Subcontracted to Others.

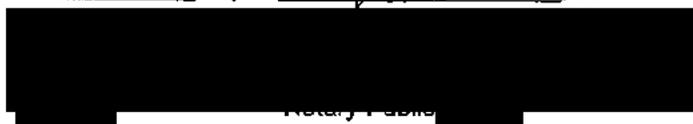
For each contract described in Part I, list all the work you have subcontracted to others.

For the Letting of September 16, 2016

	1 Various WO	2 6160604	3 6160609	4	Awards Pending
Subcontractor			Stenstrom		
Type of Work			Civil		
Subcontract Price			10,848		
Amount Uncompleted			10,848		
Subcontractor			Sanco		
Type of Work			Traf Cntrl		
Subcontract Price			4,900		
Amount Uncompleted			4,900		
Subcontractor			Countryman		
Type of Work			striping		
Subcontract Price			2,328		
Amount Uncompleted			2,328		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted			18,076		

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 4th day of August, 2016



My commission expires 09/17/18

Signed Ben Holmstrom, President

 Company Address WILLIAM CHARLES ELECTRIC
 5290 NIMTZ RD.
 LOVES PARK, IL 61111



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Part I. Work Under Contract

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	1 6140658	2 6150669	3 6160602	4 6160615	Awards Pending	
Contract Number	64C17	85620	Harrison Ave.	West State St.		
Contract With	Martin	Civil	Benchmark	Stenstrom		
Estimated Completion Date	11-20-15	11-1-16	11-1-17	9-2-16		
Total Contract Price	43,960	238,171	1,793,225	96,088		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	12,009	217,529	1,690,823	96,088		2,063,540
Total Value of All Work						

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

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Base Prep						
Drainage						
Electrical	12,009	217,529	1,690,823	96,088		
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
Totals	12,009	217,529	1,690,823	96,088		

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

	1	2	3	4	Awards Pending
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

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 4th day of August, 2016

Ben Helmstroff, President

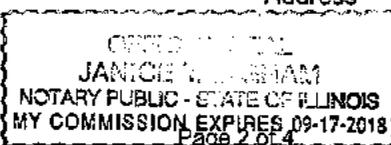
Signed

Company
Address

WILLIAM PHARLES ELECTRIC
 5290 NIMTZ RD.
 LOVES PARK, IL 61111

Notary Public

My commission expires 09/17/18



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	1 6160619	2	3	4	Awards Pending	
Contract Number	Alpine Rd					
Contract With	N-Trak					
Estimated Completion Date	8-10-16					
Total Contract Price	47,091					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	47,091					
Total Value of All Work						

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

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Base Prep						
Drainage						
Electrical	47,091					
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
Totals	47,091					

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

	1	2	3	4	Awards Pending
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

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Subscribed and sworn to before me this 4th day of August 2016

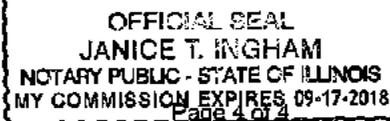
William Helstrom
President

Signed

Company
Address

WILLIAM CHARLES ELECTRIC
5290 NIMTZ RD.
LOVES PARK, IL 61111

My commission expires 09/17/18



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	1	2	3	4	Awards Pending	Accumulated Totals
	5150507					
Contract Number	416-PW-047					
Contract With	City of Rockford					
Estimated Completion Date	12-1-15					
Total Contract Price	413,265					
Uncompleted Dollar Value if Firm is the Prime Contractor	19,940					19,940
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

All Work
19,940

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					Accumulated Totals
Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Rd Maint					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Base Prep					
Drainage					
Electrical					
Cover and Seal Coats					
Miscellaneous Concrete Construction					
Landscaping	19,940				19,940
Fencing					
Guardrail					
Painting					
Signing					
Cold Mill, Plan. & Rotomill					
Demolition					
Other Construction (List)					
Totals	19,940				19,940

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.

AGREEMENT

CONTRACT NO: RR-16-4258

(USE BLACK INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 25th, August, 2016 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and William Charles Construction Company, LLC,

- * a limited liability company, organized and existing under the laws of the State of IL and authorized to do business in Illinois. (Attach Secretary of State certification)
- * ~~a partnership consisting of~~
- * ~~an individual doing business as~~
- * ~~a joint venture consisting of no more than three (3) members.~~

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Loves Park, in the State of IL (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

DESCRIPTION AND SCOPE OF WORK

The CONTRACTOR shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

CONTRACT

The following documents, taken as a whole, constitute the Contract:

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Standard Specifications.
8. The Proposal.
9. The Instructions to Bidders.
10. The Advertisement for Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

AGREEMENT

CONTRACT NO: RR-16-4258

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of _____, _____, 2016 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and _____

- * a corporation organized and existing under the laws of the State of _____ and authorized to do business in Illinois. (Attach Secretary of State certification)
- * a partnership consisting of _____
- * an individual doing business as _____
- * a joint venture consisting of no more than three (3) members.

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of _____, in the State of _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

DESCRIPTION AND SCOPE OF WORK

The CONTRACTOR shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

CONTRACT

The following documents, taken as a whole, constitute the Contract:

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Standard Specifications.
8. The Bid.
9. The Instructions to Bidders.
10. The Advertisement for Sealed Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

CONTRACT BONDS

The CONTRACTOR shall simultaneously herewith furnish and deliver to the Authority a Performance Bond, agreeing to perform the work in accordance with all of the provisions of the contract, as in said Performance Bond provided, and a Payment Bond, agreeing to pay not less than prevailing wages for the work to be performed in accordance with the contract and the laws of the State of Illinois and agreeing to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same date as this Agreement, in the forms prescribed by the AUTHORITY, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the AUTHORITY authorized to do business in the State of Illinois.

The CONTRACTOR agrees that said Bonds shall be maintained in full force and effect until final acceptance of the work by the AUTHORITY and thereafter, as provided in Article 103.05 of the Tollway Supplemental Specifications. The CONTRACTOR agrees and will cause the surety to agree to be bound by each and every provision of all of the contract documents.

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the AUTHORITY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the AUTHORITY, the CONTRACTOR shall promptly furnish such additional security as may be required from time to time to protect the interests of the AUTHORITY and all persons supplying labor or materials in the prosecution of the work contemplated by this contract.

In the event the surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the AUTHORITY be insolvent, the CONTRACTOR agrees forthwith upon request of the AUTHORITY to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the AUTHORITY.

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY issued by the AUTHORITY.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until August 31, 2018, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date, based on the Completion Date stated in the contract at the time of award (contract End Date August 31, 2020).

This contract may be renewed for two (2) additional one (1) year terms or one (1) additional two (2) year term, the length of any renewal is to be determined and agreed upon by the Parties.

LIABILITY OF JOINT VENTURE

In the event the successful bidder (CONTRACTOR) of this Contract is a joint venture, then each individual, partnership, or corporation comprising such joint venture, shall be individually, personally, severally and jointly liable and responsible, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding or agreement to the contrary, if any, whether disclosed to the Authority or not, entered into by and between the individual, partnership, joint venture, or corporation comprising such joint venture.

PERFORMANCE OF THE WORK

The CONTRACTOR shall perform all work under the direct supervision, and to the satisfaction of the Construction Manager. The Construction Manager shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the work and interpretation of the specifications, and the Construction Manager's decision shall be final.

Any dispute between the Construction Manager and the CONTRACTOR with respect to any matter shall be decided by the Chief Engineer of The Authority and his decision shall be final.

In the event that the quantity of any item of work as given in the Bid shall be greater or less than estimated, payment shall be made by the AUTHORITY on the basis of the actual quantity completed at the unit price for such item named in the Bid, subject to the provisions of the Article 104.02 of the Tollway Supplemental Specifications.

Notwithstanding anything contained in this contract, all payments to be made pursuant to this contract shall be subject to approval by the Chief Engineer.

CONSIDERATION

The Authority shall pay the Contractor for the performance of the work, subject to any additions or deductions therein as provided for in the Specifications, in current funds, at the prices for the respective items of work shown in the Bid. Payments are to be made to the Contractor in accordance with and subject to the provisions of the contract documents.

ASSIGNMENT

This contract may not be assigned, transferred in whole or in part by the Vendor without prior written consent of the Illinois Tollway

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the contract. Currently, the Authority is not required to obtain a yearly appropriation of its funds. However, the Authority cannot and does not make any representations or warranties concerning future appropriation requirements.

COMPTROLLER REQUIREMENTS FOR CONTRACTS

Contractor and any and all subcontractors under this contract agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of five (5) years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, and the Purchasing Agency.

The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Contractor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund.

FREEDOM OF INFORMATION ACT

This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

GOVERNING LAW; EXCLUSIVE JURISDICTION

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. **THE CONTRACTOR CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN DUPAGE COUNTY, STATE OF ILLINOIS.**

**CONTRACT NO: RR-16-4258
NOTICE**

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to **William Charles Construction Company, LLC** at:

5290 Nimitz Rd.

Loves Park, Illinois 61111

or to the **AUTHORITY** at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time.

Addendum, if any, referred to on Page P-1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Agreed By

President

Ben Holmstrom

Printed Name as Signed Above

8/29/16

Date

ATTEST:

Assistant Secretary

Ron Alden

Printed Name as Signed Above

(Seal)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Robert Schillerstrom, Chairman / Greg Bedalov, Executive Director

APPROVED:

Michael Colsch, Chief of Finance

APPROVED:

David Goldberg, General Counsel

Approved as to Form and Constitutionality

Robert L. Kane, Attorney General, State of Illinois

9/28/16

Date

9/24/16

Date

9/21/16

Date

9-26-2015

Date

CERTIFICATION

The undersigned certifies that he is the Assistant Secretary of **William Charles Construction Company, LLC.**, a Limited Liability Company, and further certifies that attached to this certification is a true and correct copy of an Action by Manager of the Company, and that the attached Action by Manager is in full force and effect.

Dated: August 29, 2016.



Ron Alden, Assistant Secretary

ACTION BY MANAGER

WILLIAM CHARLES CONSTRUCTION COMPANY, LLC

The undersigned is the sole manager of William Charles Construction Company, LLC, an Illinois Limited Liability Company, and consents to the following action in lieu of a meeting in accordance with the applicable provisions of the Illinois Business Corporation Act:

Resolved, that Ben Holmstrom, President is authorized to execute contracts and related documents between William Charles Construction Company, LLC and the Illinois State Toll Highway Authority.

Dated: August 29, 2016

RBT MANAGEMENT COMPANY

By


Nathan Howard, President

The undersigned certifies that they are purchasing goods for use by, or to be included in projects of the Illinois State Toll Highway Authority. The Illinois State Toll Highway Authority is exempt from sales and use taxes in the state of Illinois for the following reason:

 X Government Entity

The tax exemption number issued 1/1/15 by the Illinois Department of Revenue is:

Tax Exempt #



Business Name William Charles Construction Company, LLC

Address 5290 Nimtz Rd.

City Loves Park State IL Zip 61111

Contract Number RR-16-4258

Estimated Contract Start Date 10/10/16

Estimated Contract End Date 08/31/18

Other: _____

*This form is intended for use by the prime contractor on the above referenced contract number.
The prime contractor may provide a copy of this form to associated subcontractors and suppliers.*

Note: Keep copy with vendor file



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #100724525 Coyle-Riley Insurance Agency Inc. 401 E State St, 4th Floor Rockford, IL 61104-1027	1-815-987-2170	CONTACT NAME: Sharon A Mann PHONE (A/C, No, Ext): 815-987-2170 E-MAIL ADDRESS: smann@coylekiley.com	FAX (A/C, No): 815-987-9862
INSURED William Charles Construction Company LLC 5290 Nimitz Road Loves Park, IL 61111		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMERICAN CONTRACTORS INS CO RRG	NAIC # 12300
		INSURER B: TRAVELERS IND CO	25658
		INSURER C: ILLINOIS NATL INS CO	23817
		INSURER D: ACIG INS CO	19984
		INSURER E: NAVIGATORS INS CO	42307
		INSURER F: STRADFAST INS CO	26387

COVERAGES

CERTIFICATE NUMBER: 47691196

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GL16C00052 (GL XS)	06/01/16	06/01/17	EACH OCCURRENCE \$ 5,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL16B00052 (GL XS)	06/01/16	06/01/17	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> XCU Included		GL16A00052	06/01/16	06/01/17	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> BLKT Contractual					PERSONAL & ADV INJURY \$ 5,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	DT8108F996294IND16	06/01/16	06/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		026275183	06/01/16	06/01/17	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA000004416	06/01/16	06/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WCA000012316	06/01/16	06/01/17	E.L. EACH ACCIDENT \$ 1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCA000008916	06/01/16	06/01/17	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D			WCA000017716	06/01/16	06/01/17	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability		CH16EXC7273981V	06/01/16	06/01/17	Limit 20,000,000
F	Contractors Pollution	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	EOC399931309	06/01/16	06/01/17	Limit 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #9160232, Contract RR-16-4258, Recon-M-7 Rockford-Construction-Jane Addams Memorial Tollway (I-90) Mile Post 15.2, including work upon, above, adjacent to and/or along the right-of-way and facilities of Illinois Department of Transportation. The Illinois State Toll Highway Authority together with its officials, directors and employees and The Illinois Department of Transportation (IDOT) together with its officials, directors and employees are additional insureds with respect to General Liability, Automobile Liability and Contractor's Pollution Liability on a primary non-contributory basis. The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager and Construction Corridor Manager are additional

CERTIFICATE HOLDER	CANCELLATION
Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/30/2016

NAME OF INSURED: William Charles Construction Company LLC

insureds per the attached CG2032. Waiver of subrogation in favor of the additional insureds applies to the General Liability, Automobile Liability, Workers Compensation and Contractors Pollution Liability policies. Excess Liability policies follow form. No policies shall be cancelled without 30 days prior written notice.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Illinois Department of Transportation, its agents and employees

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 9/3/2016

Policy No.: GL16A00052

Endorsement No.:

Policy Effective: 6/1/2016

Premium \$

Insured: William Charles, Ltd.

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Illinois State Toll Highway Authority with its officials, directors and employees

Contract RR-16-4258, Recon M-7 Rockford-Construction-Jane Addams Memorial Tollway (I-90)
Mile Post 15.2, including work upon, above, adjacent to and/or along the right-of-way and
facilities of Illinois Department of Transportation

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

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 9/8/2018

Policy No.: GL16A00052

Endorsement No.:

Policy Effective: 6/1/2018

Premium \$

Insured: William Charles, Ltd.

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Additional Insured Person(s) or Organization(s):

Illinois State Toll Highway Authority with its officials, directors and employees

Location(s) of Covered Operations:

Contract RR-16-4258, Recon M-7 Rockford-Construction-Jane Addams Memorial Tollway (I-90) Mile Post 15.2, including work upon, above, adjacent to and/or along the right-of-way and facilities of Illinois Department of Transportation

- A. Who Is An Insured (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

The insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to these additional insureds, this insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by any insured, including:

- (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 9/6/2016

Policy No.: GL16A00052

Endorsement No.:

Policy Effective: 6/1/2016

Premium \$

Insured: William Charles, Ltd.

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured:

The Consulting Engineer, Program Management Office (PMO), Design Section Engineer, Design Corridor Manager, Construction Manager, Project Manager and Construction Corridor Manager.

Re: All work performed for the Illinois State Toll Highway Authority

Who Is An Insured (Section II) is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

With respect to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by any insured, including:

- (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2016

Policy No.: GL16A00052

Endorsement No.: 44

Policy Effective: 6/1/2016

Premium \$

Insured: William Charles, Ltd.

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 8/1/2018

Policy No.: GL16A00052

Endorsement No.:

Policy Effective: 8/1/2018

Premium \$

Insured: William Charles, Ltd.

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II.

2. The following is added to Paragraph B.5., **Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Whoever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

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

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

Endorsement Effective 06/01/2016
Insured William Charles, Ltd.

Policy No. WCA 0000177 16

Endorsement No.
Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Whoever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

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

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

Endorsement Effective 06/01/2016
Insured William Charles, Ltd.

Policy No. WCA 0000123 16

Endorsement No.
Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Whoever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

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

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

Endorsement Effective 06/01/2016
Insured William Charles, Ltd.

Policy No. WCA 0000044 16

Endorsement No.
Premium 5

Insurance Company ACIG Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver. This waiver does not extend to the statutory right of reimbursement from a claimant who recovers any amount under Section 417.002 of the Texas Labor Code.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization: -

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. This waiver does not extend to the statutory right of reimbursement under Section 417.002 of the Texas Labor Code.

2. Operations: Construction and construction related work
All Texas operations

3. Premium

The premium charge of this endorsement shall be 2.00000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium \$ 0.00

5. Advance Premium \$ 0.00

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

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

Endorsement Effective 06/01/2016
Insured William Charles, Ltd.

Policy No. WCA 0000089 16 Endorsement No.
Premium \$

Insurance Company ACIG Insurance Company

Countersigned by _____



ZURICH[®]

Contractor's Protective Professional Indemnity and Liability Insurance – Amendments

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
EOC 3999313-09	06/01/2016	06/01/2017	06/01/2018	Edgewood Partners Insurance Center	N/A	N/A

Named Insured and Mailing Address:

William Charles, Ltd.
1401 North Second Street
Rockford, IL 61107

Producer:

Edgewood Partners Insurance Center
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the following:

Contractor's Protective Professional Indemnity and Liability Insurance Policy

- Section I. **INSURING AGREEMENT** is amended by adding the additional Coverage Part as follows:

COVERAGE PART C – CONTRACTOR'S POLLUTION LIABILITY

A. COVERAGE

- We will pay on behalf of an "Insured" any "Loss" an "Insured" is legally obligated to pay as a result of "Contractor's Pollution Liability Claim(s)" caused by:

- A "Pollution Event(s)" resulting from "Technical Activities" performed by the "Named Insured" or anyone for whom the "Named Insured" is legally responsible; or
- A "Pollution Event" resulting from "Completed Operation(s)" of the "Technical Activities".

The "Bodily Injury" or "Property Damage" must occur during the "Policy Period". Progressive, indivisible "Bodily Injury" or "Property Damage" over multiple policy period(s) caused by the same, related or continuous "Pollution Events" shall be deemed to have occurred only in the "Policy Period" of the date of first exposure to the "Pollution Event".

If the date of such first exposure is before the effective date of the first "Policy Period" issued to you by us, or can not be determined, but the progressive, indivisible "Bodily Injury" or "Property Damage" continues in fact to exist during the first "Policy Period" issued to you by us, the "Bodily Injury" or "Property Damage" will be deemed to have occurred only on the effective date of such first "Policy Period" to you by us.

Notwithstanding the above, this insurance shall not provide any greater policy limit to "Contractor's Pollution Liability Claim(s)" or Loss(es)" based upon or arising out of any "Contractor's Pollution Liability Claim" or "Loss" covered, in whole or in part, under any valid annual practice insurance policy purchased by the insured, in force prior to this policy. This paragraph is not applicable if such prior policy was specific to a single project or series of related projects. OR;

- We will pay on behalf of an "Insured" any "Loss" an "Insured" is legally obligated to pay as a result of "Contractor's Pollution Liability Claim(s)" caused by a "Microbial Event" resulting from either "Technical Activities" performed by the "Named Insured" or anyone for whom the "Named Insured" is legally responsible or from "Completed Operations" of the "Technical Activities" provided that the "Technical Activities" must

commence on or after the "Retroactive Date" and before the end of the "Policy Period" and the "Contractor's Pollution Liability Claim" is first made against the "Insured" and reported to us during the "Policy Period", the automatic extended reporting period, or the extended reporting period, if applicable.

3. We will pay for "Emergency Response Costs" incurred by the "Insured" prior to providing notice to us, provided that:

1. the "Pollution Event" results from "Technical Activities" rendered during the "Policy Period";
2. the "Pollution Event" is first discovered by the "Insured" during the "Policy Period" and reported to us, in writing, during the "Policy Period", but in no event later than seven (7) days from the discovery or knowledge of the "Pollution Event", or the expiration of the "Policy Period", whichever occurs first; and
3. notice of the "Emergency Response Costs" are provided to us as soon as practicable following the discovery of the "Pollution Event", but in no event later than seven (7) days from the discovery or knowledge of the "Pollution Event", or the expiration of the "Policy Period", whichever occurs first.

B. DEFENSE

We shall have the right and duty to assume the adjustment, defense and settlement of any "Contractor's Pollution Liability Claim" to which this insurance applies. "Contractor's Pollution Liability Claim Expense" reduces the applicable Limits of Liability set out in the Declarations as described in LIMITS OF LIABILITY section. Our duty to adjust, defend and settle all "Contractor's Pollution Liability Claims" to which this endorsement applies, pending and future, ends when the applicable Limits of Liability have been tendered into court or exhausted by payment of "Contractor's Pollution Liability Claim Expense(s)" or "Loss(es)".

2. Section II. DEFINITIONS is amended as follows:

Solely with respect to **COVERAGE PART C**, the following definitions shall apply:

- A. "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- B. "Bodily Injury" means physical injury, sickness, disease, death, mental anguish or emotional distress suffered by any person including costs for medical monitoring but only when such medical monitoring is a direct result of physical injury, sickness or disease.
- C. "Claim" means "Contractor's Pollution Liability Claim".
- D. "Cleanup Costs" means the necessary expenses incurred in the investigation, removal, remediation, neutralization or immobilization of contaminated soil, surface water, groundwater, buildings, or structures or other contamination including contamination resulting from a "Microbial Event."

To the extent that real or personal property not owned by the "Insured(s)" is directly damaged during the investigation, removal, remediation, neutralization or immobilization of contaminated soil, surface water, groundwater, or other contamination including such resulting from a "Microbial Event", this policy will pay the expenses necessary to repair, replace, or restore such damaged real or personal property to substantially the same condition it was in prior to being so damaged provided that any such expenses shall, in no event, exceed the fair market value of such property prior to being damaged and further provided that such expenses shall not include expenses associated with improvements or betterments, including, but not limited to upgrades necessary to achieve building code compliance.

- E. "Contractor's Pollution Liability Claim" or "Contractor's Pollution Liability Claims" means any demand or notice received by an "Insured" alleging liability or responsibility on the part of an "Insured" for "Losses" because of a "Pollution Event" or "Microbial Event" resulting from "Technical Activities" or "Completed Operations of the "Technical Activities."
- F. "Contractor's Pollution Liability Claim Expense" means "Claim Expense" as defined in this policy.
- G. "Completed Operation(s)" coverage begins when the job is completed and includes all "Bodily Injury" and "Property Damage(s)" occurring away from the premises owned or rented by the "Insured" and arising out of "Technical Activities" that have been completed or "Technical Activities" that have not been abandoned. "Technical Activities" will be deemed completed at the earliest of the following times:

1. When all the "Technical Activities" called for in the contract have been completed; or
 2. When all the "Technical Activities" to be done at one or more sites have been completed if the contract calls for "Technical Activities" at more than one site; or
 3. When that part of the "Technical Activities" at any site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. "Technical Activities" that may need service, maintenance, correction, repair or replacement, but which are otherwise complete, will be deemed complete.
- H. "Hazardous Materials" means any petroleum, petroleum products, polychlorinated biphenyls, explosives, reactive materials, ignitable materials, corrosive materials and any hazardous, toxic, radioactive and infectious materials, substances, chemicals or wastes, together with any other substances designated as hazardous substances or hazardous materials by federal, state or municipal laws, statutes or ordinances, including rules, administrative or judicial orders, directives or policies.
- "Hazardous materials may also mean any naturally occurring substance that may be disturbed in the course of construction and result in "Bodily Injury" or "Property Damage."
- I. "Hazardous Materials Facility" means any site, location or premises, or any part of any site, location or premises, on which "Hazardous Materials", wastes or pollutants are stored, treated, processed, recycled or disposed other than those sites at which "Technical Activities" are being performed.
- J. "Insured" has the meaning stated in the policy, and solely as to Coverage Part C shall also include the following:
1. your clients or any other entity but only:
 - a. when required by written contract executed and effective before the "Technical Activities"; and
 - b. with respect to "Technical Activities" and "Completed Operations(s)" of the "Technical Activities"; and
 - c. for those amounts required by written contract not to exceed the Limits of Liability of this policy; or
 2. any other person or entity endorsed on this policy as an "Insured".
- K. "Loss(es)" means:
1. compensatory damages or legal obligations arising from:
 - a. "Bodily Injury";
 - b. "Property Damage";
 2. and related "Contractor's Pollution Liability Claim Expense".
- L. "Microbial Event" means any "Loss" caused directly or indirectly, by: 1. any "Fungus(i)" or "Spore(s)", or 2. any substance, vapor or gas produced by or arising out of any "Fungus(i)" or "Spore(s)". For the purpose of this definition, the following definitions are added:
1. "Fungus(i)" includes, but is not limited to: a. any form or type of mold, mushroom or mildew; b. any other fungal structure; and c. any volatile organic compounds, mycotoxins, allergenic proteins or other substances or gases produced by or arising out of any mold, mushroom, mildew, fungal structure or "Spore(s)".
 2. "Spore(s)" means any reproductive body produced by or arising out of any "Fungus(i)".
- M. "Named Insured" has the meaning stated in the policy at Section II. DEFINITIONS, J.
- N. "Natural Resource Damage" means physical injury to or destruction of, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et. seq.)), any state or local government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- O. "Policy Period" means the period set forth in the Declaration, or any shorter period arising as a result of termination of the policy.

- P. "Pollution Event" means the discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
- Q. "Property Damage" has the meaning stated in the policy and solely as to Coverage Part C shall also include the following:
1. "Cleanup Costs"; and
 2. "Natural Resource Damage".
- R. "Retroactive Date" means the date set forth in the Declarations or attached Endorsement, and the earliest date a "Technical Activity" can commence for coverage to be provided under the claims made portion of this policy.
- S. "Technical Activities" means construction work and other non-professional services or activities.
- T. "Emergency Response Costs" mean reasonable and necessary "Cleanup Costs" incurred on an emergency basis to address a "Pollution Event" resulting from the rendering or failure to render "Technical Activities", which we deem reasonable and necessary to mitigate the immediate effects of the "Pollution Event".
3. Section III. **EXCLUSIONS** is amended by adding the following which are the only exclusions to apply to this Coverage Part:

Solely with respect to **COVERAGE PART C – CONTRACTOR'S POLLUTION LIABILITY**, this insurance does not apply to "Contractor's Pollution Liability Claim(s)" or "Loss(es)" based upon or arising out of:

- A. a "Pollution Event" existing prior to the inception date of the policy except as provided in Section I. A of this endorsement or a "Microbial Event" of which you had knowledge prior to the first policy issued to you and continuously renewed by us
- B. any dishonest, fraudulent, or malicious act, error or omission, or those of a knowingly wrongful nature or the intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body by or at the direction of an "Insured" except that this exclusion will not apply to an "Insured" who did not commit, participate in, or have knowledge of any of the acts described;
- C. a "Contractor's Pollution Liability Claim" made by an "Insured" against any other "Insured", however, this exclusion does not apply to clients of the "Named Insured" who are considered "Insureds" under this policy;
- D. a "Contractor's Pollution Liability Claim" made by an entity or individual:
1. that wholly or partially owns, operates or manages an "Insured";
 2. in which an "Insured" has an ownership interest in excess of 20%;
 3. that is controlled, operated or managed by an "Insured"; or
 4. in which an "Insured" is an officer or director;
- E. any obligation of an "Insured" which could have been brought in whole or in part under a workers compensation, disability benefits or unemployment compensation law or any similar law;
- F. conduct by an individual, corporation, partnership or joint venture of which an "Insured" is a partner, director, officer, member, participant or employee, that is not designated in the Declarations or by Endorsement as a "Named Insured" however, this exclusion shall not apply to the "Named Insured" for "Claim(s)" alleging liability of the "Named Insured" arising out of the "Named Insured's" participation in the joint venture. Such liability is limited exclusively to the "Loss" arising out of the "Named Insured's" performance of "Technical Activities";
- G. liability of others assumed by an "Insured" under any contract or agreement, however, this exclusion shall not apply to:
1. such written contracts or agreements, or permits in effect prior to the performance of the "Technical Activities" between the "Named Insured" and its client provided that the liability for the "Loss(es)" arises from a "Pollution Event" or "Microbial Event" resulting from "Technical Activities" or "Completed Operation(s)" of the "Technical Activities" performed by the "Named Insured" or any other person, entity or organization for whom the "Named Insured" is legally responsible and the liability does not arise due to the sole negligence of the client;
- or

2. liability for the "Loss(es)" would have attached to an "Insured" by operation of law in the absence of such contract, agreement or permit;

- H. any project that is insured under a project specific insurance policy, provided, however, that this exclusion shall not apply where your liability is found to be in excess of the limit of liability available under such project specific insurance policy which has been specifically included for excess coverage by endorsement to this policy;
 - I. goods or products designed, manufactured, sold, handled, distributed, or supplied by an "Insured" or by others trading under its name or under license from an "Insured";
 - J. fines, penalties, and the multiple portion of multiplied damages;
 - K. injury to any employee, contract employee or leased personnel of an "Insured" if such injury occurs during and in the course of said employment; or to the spouse, child, parent, brother or sister of any employee, contract employee or leased personnel of an "Insured" as a consequence of said employment; or to any obligation of an "Insured" for indemnity or contribution to another because of "Loss" arising out of such injury in the course of employment, except that this exclusion does not apply to liability assumed by the "Named Insured" under a written contract or agreement, in effect prior to the "Loss" between the "Named Insured" and its client provided that the "Loss" arises out of a "Pollution Event" or a "Microbial Event" and the "Loss" does not arise due to the sole negligence of the client;
 - L. any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion;
 - M. the ownership, entrustment, maintenance, use, operation, loading or unloading of any "Automobile", aircraft, vessel or rolling stock beyond the boundaries of the site at which the "Technical Activities" are being conducted unless endorsed onto this policy. However, this exclusion shall not apply to a "Pollution Event" arising from the ownership, entrustment, maintenance, use, operation, loading or unloading of any "Automobile," aircraft, vessel or rolling stock or arising from waste or materials transported by or on behalf of the "Named Insured" via "Automobile," aircraft, vessel or rolling stock during the course of performing "Technical Activities;"
 - N. waste, contaminants, pollutants, or materials transported via "Automobile", aircraft, vessel, or rolling stock beyond the boundaries of the site at which the "Technical Activities" are being conducted once they have been finally delivered, disposed of or abandoned unless endorsed onto this policy;
 - O. any real property or personal property owned, leased, or rented by a "Named Insured"; However, this exclusion shall not apply to real property rented or leased by a "Named Insured" while performing "Technical Activities" for a specific project but only if such real property is utilized in direct support of said "Technical Activities" for that specific project.
 - P. any "Pollution Event(s)" or "Loss(es)" on, at, under or coming from any location to which an "Insured" arranges for, sends or has sent materials for treatment, recycling, reclamation, storage or disposal unless endorsed onto this policy;
 - Q. an "Insured's" operation or management of a "Hazardous Materials Facility" on behalf of, for the benefit of, or under contract with any other person, company or entity;
 - R. the refusal to employ, termination of employment, coercion, evaluation, reassignment, discipline, wrongful infliction of emotional distress or other employment-related torts, harassment, discrimination, wrongful deprivation of a career opportunity, breach of any oral, written or implied employment contract or quasi-employment contract, violation of any federal, state or local statute, regulation, ordinance, common law or public policy concerning employment or discrimination in employment;
4. Section I. **INSURING AGREEMENT** is amended by adding the additional Coverage Part as follows:

COVERAGE PART D - MITIGATION OF LOSS COVERAGE

A. COVERAGE

We shall indemnify the "Named Insured" for the "Named Insured's" "Actual and Necessary Costs and Expenses" incurred in rectifying a "Pollution Event" or "Microbial Event" in any part of the construction works or engineering works for any project upon which the "Named Insured" is responsible for construction, provided that:

1. The "Named Insured" reports "Actual and Necessary Costs and Expenses" for a "Pollution Event" or a "Microbial Event" as soon as practicable after discovery of such "Pollution Event" or "Microbial Event" but in no event after any certificate of substantial completion has been issued;
2. The "Named Insured" proves to us that the "Actual and Necessary Cost and Expenses" arises out of the "Named Insured's" rendering of "Technical Activities" which resulted in a "Pollution Event" or "Microbial Event" for which a third party could otherwise make a "Claim" against the "Named Insured".
3. We will pay for "Emergency Response Costs" incurred by the "Insured" prior to providing notice to us, provided that:
 - A. the "Pollution Event" results from "Technical Activities" rendered during the "Policy Period";
 - B. the "Pollution Event" is first discovered by the "Insured" during the "Policy Period" and reported to us, in writing, during the "Policy Period", but in no event later than seven (7) days from the discovery or knowledge of the "Pollution Event", or the expiration of the "Policy Period", whichever occurs first; and
 - C. notice of the "Emergency Response Costs" are provided to us as soon as practicable following the discovery of the "Pollution Event", but in no event later than seven (7) days from the discovery or knowledge of the "Pollution Event", or the expiration of the "Policy Period", whichever occurs first.

In the event an "Insured" either concurrently or subsequently submits a "Contractor's Pollution Liability Claim" under this policy or a subsequent renewal for the same "Pollution Event" or "Microbial Event" for which the insured is undertaking or has previously undertaken mitigation of loss efforts, then any payments under the Mitigation of Loss Coverage afforded under this coverage part shall erode the limits of liability available under Coverage Part C – Contractor's Pollution Liability.

In the event that a "Contractor's Pollution Liability Claim" arises out of the same "Pollution Event" or "Microbial Event" for which the insured is undertaking or has previously undertaken mitigation of loss efforts under the Mitigation of Loss Coverage under this coverage part, then the "Insured's" self insured retention obligation under the Contractor's Professional Liability Coverage Part shall be offset to the extent of the costs incurred by the "Insured" under their self insured retention obligations under the Mitigation of Loss Coverage afforded under this coverage part.

B. ARBITRATION

In the event that the "Named Insured" and we do not agree that "Actual and Necessary Costs and Expenses" presented by the "Named Insured" under this Coverage Part arises out of rectifying a "Pollution Event" or "Microbial Event," the dispute, as to that sole issue only, shall be referred to the American Arbitration Association before a three member panel and pursuant to their then existing Construction Industry Rules for an opinion as to whether the breach was or was not the result of a "Pollution Event" or "Microbial Event". The panel shall be composed of one licensed attorney, one licensed design professional and one licensed contractor. The "Named Insured" and we agree to accept the opinion of a majority of the panel as final and binding upon each of us as to that issue only.

5. Section II. **DEFINITIONS** is amended as follows:

In addition to the definitions listed in Section II. **DEFINITIONS** of this policy and listed above for Coverage Part C and solely respects **COVERAGE PART D**, the following definitions are added to the definitions in Section II. **DEFINITIONS** of this policy:

- A. "Actual and Necessary Costs and Expenses" means those sums actually incurred by the "Named Insured" which are reasonably related to the efforts needed to remedy a "Pollution Event" or "Microbial Event" covered by this coverage part, less any overhead, profit and mark-up of the "Named Insured".
- B. "Mitigation of Loss Claim" means a claim based on "Actual and Necessary Costs and Expenses" incurred in rectifying a "Microbial Event" or "Pollution Event".

6. Section III. **EXCLUSIONS** is amended by adding the following which are the only exclusions to apply to this Coverage Part:

Solely with respect to **COVERAGE PART D, MITIGATION OF LOSS COVERAGE**, in addition to the above exclusions this insurance does not apply to:

- A. losses of or damage to property other than property which forms the subject of the contract to which the "Technical Activities" relate;
- B. any actual or alleged deficiency in connection with construction means, methods, techniques, sequences or procedures;

7. Section **IV. LIMITS OF LIABILITY** is amended as follows:

- a. The following new Coverage Parts are added:

E. COVERAGE PART C

1. **EACH CONTRACTOR'S POLLUTION LIABILITY CLAIM LIMIT OF LIABILITY**

Our liability for each "Contractor's Pollution Liability Claim" including "Claim Expenses" and "Cleanup Costs" shall not exceed the amount set out in the Declarations as Each "Contractor's Pollution Liability Claim" Limit of Liability – Coverage Part C. We shall not be obligated to pay any "Claim Expenses" or "Cleanup Costs" or undertake or continue the defense of an "Contractor's Pollution Liability Claim" after the Each "Contractor's Pollution Liability Claim" Limit of Liability has been tendered into court or exhausted by payment of "Claim Expenses" or "Cleanup Costs".

2. **SELF INSURED RETENTION**

Our liability and obligation to indemnify you for "Claims Expenses" and "Cleanup Costs" under Coverage Part C for each "Contractor's Pollution Liability Claim" shall attach excess of the Self Insured Retention – Coverage Part C stated in the Declarations. The Self Insured Retention shall apply to each "Contractor's Pollution Liability Claim".

F. COVERAGE PART D

1. **EACH MITIGATION OF LOSS CLAIM LIMIT OF LIABILITY**

Our liability for each "Mitigation of Loss Claim" including "Actual and Necessary Costs and Expenses" shall not exceed the amount set out in the Declarations as Each "Mitigation of Loss Claim" Limit of Liability – Coverage Part D. We shall not be obligated to pay any "Actual and Necessary Costs and Expenses" of a "Mitigation of Loss Claim" after the Each "Mitigation of Loss Claim" Limit of Liability has been tendered into court or exhausted by payment of "Actual and Necessary Costs and Expenses".

2. **SELF INSURED RETENTION**

Our liability and obligation to indemnify you for "Actual and Necessary Costs and Expenses" under Coverage Part D for each "Mitigation of Loss Claim" shall attach excess of the Self Insured Retention – Coverage Part D stated in the Declarations. The Self Insured Retention shall apply to each "Mitigation of Loss Claim".

- b. Paragraph **C. AGGREGATE LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

C. Subject to Sections A, B, E and F, our total liability for all "Damages", "Losses", "Professional Liability Claim Expenses", "Claim Expenses", "Cleanup Costs", and "Actual and Necessary Costs and Expenses" under Coverage Parts A, B, C, and D combined shall not exceed the amount set forth in the Declarations as the Aggregate Limit of Liability – Coverage Parts A, B, C, and D. We shall not be obligated to pay any "Damages", "Losses", "Professional Liability Claim Expenses", "Claim Expenses", "Cleanup Costs", and "Actual and Necessary Costs and Expenses" after the Aggregate Limit of Liability has been tendered into court or exhausted by payments for "Damages", "Losses", "Professional Liability Claim Expenses", "Claim Expenses", "Cleanup Costs", and "Actual and Necessary Costs and Expenses".

8. Section **VII. CONDITIONS, Item A., ACTION AGAINST US**, is amended by adding the following new paragraph:

- 4. As to Coverage C and D, no action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this policy, and both your liability and the amount of your obligations to pay has been finally determined either by judgment against you after an actual trial or by your written agreement with the claimant or the claimant's legal representative with our approval, or in the case of Coverage Part D only, we have approved mitigation of loss measures taken by an "Insured".

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join us as a party to any action against you to determine your liability, nor shall we be impleaded by you or your legal representative.

All other provisions of this policy remain unchanged.



ZURICH

Amendment To Waiver Of Subrogation Clients and Others Where Required By Contract

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
EOC 3999313-09	06/01/2016	06/01/2017	06/01/2016	Edgewood Partners Insurance Center	N/A	N/A

Named Insured and Mailing Address:

William Charles, Ltd.
 1401 North Second Street
 Rockford, IL 61107

Producer:

Edgewood Partners Insurance Center
 3780 Mansell Road, Suite 370
 Alpharetta, GA 30022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Contractor's Protective Professional Indemnity and Liability Insurance Policy

In consideration of the premium charged, it is hereby understood and agreed that Section VII. **CONDITIONS**, paragraph N. is deleted and replaced by the following:

N. SUBROGATION AND TRANSFER OF RIGHTS OF RECOVERY

If we make any payment under this policy, we shall be subrogated to all your rights against any person or organization, including the right to participate with the "Insured" in the exercise of all the "Insured's" rights of recovery. You shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights. With respect to a "Protective Indemnity Claim", this includes a written transfer to us of any assignment(s) of rights obtained under Section V. **CLAIM PROVISIONS, B. PROTECTIVE INDEMNITY CLAIM PROVISIONS**, paragraph 1.B. if the "Insured" has elected not to pursue same in furtherance of its "Protective Indemnity Claim". An "Insured" shall do nothing to prejudice such rights as described in this paragraph.

We shall not exercise any such rights against any persons, firms, or corporations included in the definition of an "Insured" or against any entity other than a "Design Professional" if, prior to a "Claim", a waiver of subrogation was so required and accepted under a specific contractual undertaking by you.

Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, reimbursement will be made in the following order:

1. First, to any interest who has paid any amount in excess of the Limit of Liability provided under this policy;
2. next, to us; and
3. then to any interest as are entitled to claim the remainder, if any.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #100724525 Coyle-Kiley Insurance Agency Inc. 401 E State St, 4th Floor Rockford, IL 61104-1027	1-815-987-2170	CONTACT NAME: Sharon A Mann PHONE (A/C, No, Ext): 815-987-2170 E-MAIL ADDRESS: smann@coylekiley.com FAX (A/C, No): 815-987-9862
INSURED William Charles Construction Company LLC Illinois State Toll Highway Authority 5290 Nimtz Road Loves Park, IL 61111	INSURER(S) AFFORDING COVERAGE	
	INSURER A: TRAVELERS PROP CAS CO OF AMER	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 47690427** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Builders Risk		X	QT6606R522706TIL16	09/15/16	08/31/18	Limit 25,795,282

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #9160232, Contract RR-15-4258, Recon-M-7 Rockford-Construction-Jane Addams Memorial Tollway (I-90) Mile Post 15.2
Limit of coverage will be adjusted as needed to include all change orders and extra work orders. Coverage is "all-risk" for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. Builders risk coverage includes the Contractor, Tollway and any subcontractor of any tier to the extent of their insurable interest in the work and pre-existing structures as a named insured.

CERTIFICATE HOLDER	CANCELLATION
Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:

COYLEKILEY

INSURANCE AGENCY, INC.

September 7, 2016

Mark Thomas
The Illinois State Tollway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Re: William Charles Construction Company, LLC
Contract: RR-16-4258

Dear Mark,

Please be advised Coyle-Kiley Insurance Agency, Inc. is the insurance broker and can certify the following:

All provisions of the accepted certificates of insurance and policy binders can be obtained.

All endorsements indicated have been requested from the insurance carrier.

This letter should satisfy the insurance requirements for approval for the above.

Thank you.

Sincerely,



Dana S. Kiley, Jr.
President

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-16-4258

PERFORMANCE BOND

Bond No. 106393603

KNOW ALL PERSONS BY THESE PRESENTS, That we, William Charles Construction Company, LLC,
(Name of Principal)

- a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and _____ Travelers Casualty and Surety Company of America
(Name of Surety)

a corporation organized and existing under the laws of the State of Connecticut with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Twenty Five Million Seven Hundred Ninety Five Thousand Two Hundred Eighty One Dollars and Seventy Cents (\$25,795,281.70), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract No. RR-16-4258 – M-7 Reconstruction, Rockford, IL

(Insert Contract Number and Description)

Jane Addams Memorial Tollway (I-90), Milepost 15.2

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 29th day of August, 2016.

Surety Travelers Casualty and Surety Company of America

Address One Tower Square

Rockford, IL 61105

By [Redacted]
(Seal) Oscar F. Rincon / Attorney in Fact

Principal William Charles Construction Company, LLC

Address 5290 Nimtz Road

Rockford, IL 61111

By [Redacted]
(Signature) (Seal)

Ben Holmstrom, President
(Name & Title)

Agent for
Surety CoyleKiley Insurance Agency, Inc.

Address 401 E. State Street

Rockford, IL 61105

Attest [Redacted]
Corporate Secretary-Assistant
Ron Alden

(Attach Surety's Power of Attorney)

(Attach Notary Certificate
authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate
authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231116

Certificate No. 006895355

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Fowlkes, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Anthony Perez, and Kyle Pollock

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 19th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 29th day of August, 2016

[Redacted Signature]

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS 
Insurance. In-Synch.™

STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

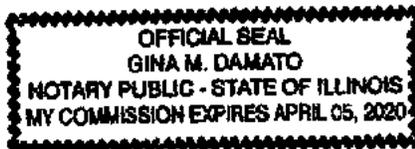
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 29th day of August A.D. 20 16

Notary Public (



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-16-4258

PAYMENT BOND

Bond No. 106393603

KNOW ALL PERSONS BY THESE PRESENTS, That we, William Charles Construction Company, LLC,
(Name of Principal)

- a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Travelers Casuaty and Surety Company of America
(Name of Surety)

a corporation organized and existing under the laws of the State of Connecticut with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Twenty Five Million Seven Hundred Ninety Five Thousand Two Hundred Eighty One Dollars and Seventy Cents (\$25,795,281.70), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract No. RR-16-4258 – M-7 Reconstruction, Rockford, IL

(Insert Contract Number and Description)

Jane Addams Memorial Tollway (I-90), Milepost 15.2

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 29th day of August, 2016.

Surety Travelers Casualty and Surety Company of America

Address One Tower Square

Hartford, CT 06183

By [Redacted]
(Seal) Oscar F. Rincon / Attorney in Fact

Agent for
Surety CoyleKiley Insurance Agency, Inc.

Address 401 E. State Street

Rockford, IL 61105

Principal William Charles Construction Company, LLC

Address 5290 Nimtz Road

Loves Park, IL 61111

By [Redacted]
(Signature) [Redacted] (Seal)
Ben Holmstrom, President
(Name & Title)

Attest [Redacted]
Corporate Secretary - Assistant
Ron Aiden

(Attach Surety's Power of Attorney)

**(Attach Notary Certificate
authenticating Signature of Attorney-In-Fact)**

**(Attach Notary Certificate
authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231116

Certificate No. 006895354

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Fowlkes, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Anthony Perez, and Kyle Pollock

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 19th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 29th day of August, 20 16.

[Redacted signature area]

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

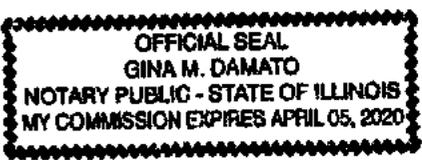
Who is personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 29th day of August A.D. 20 16


Notary Public





ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-16-4258
CONTRACTOR NAME: William Charles Construction Company, LLC

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 **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.
- 1.3 **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.
- 1.4 **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/ldol/index.htm>).
- 1.5 **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.
- 1.6 **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 June 30 of any year must be submitted to the State no later than July 31 of that 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.

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# _____ Invoice Date _____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

1.6.1 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.

1.6.2 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. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4. **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 three 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 three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. 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, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their 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.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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>.
17. **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.
18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 24.1 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.
 - 24.2 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.
 - 24.3 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.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
 - 25.2 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.

26. **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.

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **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.

27.1.2 **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.

27.1.3 **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.

27.1.4 **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.

27.1.5 **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.

27.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".

27.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.

27.1.5.3 The Tollway is not currently an appropriated agency.

27.2 **Report of a Change in Circumstances:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

William Charles Construction Company, LLC

_____ agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	None
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or conditlon.
	None

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

Agreed: William Charles Construction Company, LLC	Agreed:
By: Ben Holm	By:
Signed:	Signed:
Position: President	Position:
Date: 8/4/16	Date:



Date: 8/4/16

Project Number: Contract RR-16-4258

Project Name: Recon - M-7 Rockford - Construction - Jane Addams Memorial Tollway (I-90) Mile Post 15.2

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors? Yes No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Contractors) or percentage (Consultants) each is expected to receive pursuant to this Contract. The list of subcontractors should include but not be limited to subcontractors, 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: William Charles Construction Company, LLC

5290 Nimitz Road, Loves Park, IL 61111

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: estimating@williamcharlesconstruction.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
See Attached List				

Signature: [REDACTED]

Date: 8/4/16

Printed Name: Ben Holmstrom, President

William Charles Construction Company, LLC
Subcontractor Information/Delinquent Debt Review

Contractor
Sub Contractor
FEIN

Contract: RR-16-4258
Recon - M-7 Rockford Construction
Jane Addams Memorial Tollway (I-90)

Sub-Contractor(s)	Sub-Contractor(s) FEIN	Address	General Type of Work	Amount to be Paid (to extent known)
ABITUA SEWER, WATER & PLUMBING INC ✓		887 CHURCH ROAD ELGIN IL 60123 0 0	Pipe	\$ 733,877.00
ALPINE DEMOLITION ✓		520 S RIVER ST BATVIA IL 60510	Demolition	\$ 134,000.00
COOLING LAND CONCEPTS LLC ✓		P.O. BOX 506 CHERRY VALLEY IL 61016	Landscaping	\$ 216,919.00
COUNTRYMAN, INC. ✓		P. O. BOX 2302 LOVES PARK IL 61131	Striping	\$ 5,378.00
HOMER TREE SERVICE ✓		14000 S. ARCHER AVE. LOCKPORT IL 60441	Clearing	\$ 10,000.00
INDUSTRIAL FENCE INC ✓		1300 S KILBOURN AVE CHICAGO IL 60623	Fence	\$ 90,989.00
RAGNAR BENSON LLC ✓		250 S NORTHWEST HWY PARK RIDGE IL 600685875	Building	\$ 12,000,000.00
SANCO TRAFFIC CONTROL ✓		200 QUAKER RD ROCKFORD IL 61104	Traffic Control	\$ 3,978.00
CERONI PIPING CO ✓		1382 IPSEN RD BELVIDERE IL 61008	Gas Piping	\$ 60,900.00
Crown Industries, Ltd. ✓		651 South Sutton Road Streamwood IL 60107	Fuel System	\$ 431,000.00
ROCKFORD CONCRETE PAVING CONST. ✓		P. O. BOX 9107 ROCKFORD IL 61126	Concrete	\$ 1,262,555.22
E.R. BAKEY INC ✓		180 S. WESTERN AVE CARPENTERSVILLE IL 60110	Trucking	\$ 50,000.00
ESCARPITA CONSTRUCTION COMPANY INC ✓		627 N. ALBANY - SUITE 111 CHICAGO IL 60612	Drywall	\$ 176,567.00
REYES GROUP INC ✓		15515 S CRAWFORD AVE MARKHAM IL 60426	Concrete	\$ 1,344,600.00
Amalgamated Services, Inc. ✓		110 Golfview Lane, Frankford, IL 60423	HVAC	\$ 750,000.00
Architectural Systems ✓		4224 Foxborough CT, Kankakee, IL 60901	Wall Panel	\$ 540,048.00
H.C. Anderson Roofing Company ✓		12388 Old River Road, Rockton, IL 61072	Roofing	\$ 775,285.00
Pagoda Electric & Construction, Inc. ✓		1728 Cornell Road, Flossmoor, IL 60622	Electric	\$ 3,000,000.00
Green Synco ✓		5301 E State Street, Rockford, IL 61108	Painting	\$ 250,000.00

RR-16-4258

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



LLC FILE DETAIL REPORT

File Number	01406027		
Entity Name	WILLIAM CHARLES CONSTRUCTION COMPANY, LLC		
Status	ACTIVE	On	12/29/2015
Entity Type	LLC	Type of LLC	Domestic
File Date	01/25/2005	Jurisdiction	IL
Agent Name	JOHN T. HOLMSTROM	Agent Change Date	08/11/2006
Agent Street Address	1401 N. SECOND ST	Principal Office	1401 NORTH SECOND STREET ROCKFORD, IL 61107
Agent City	ROCKFORD	Management Type	MGR View
Agent Zip	61107	Duration	12/31/2045
Annual Report Filing Date	12/29/2015	For Year	2016
Assumed Name	ACTIVE - WILLIAM CHARLES ELECTRIC, LLC INACTIVE - WILLIAM CHARLES/RAGNAR RAIL, LLC INACTIVE - RAGNAR BENSON RAIL CONSTRUCTION, LLC INACTIVE - WILLIAM CHARLES/RAGNAR BENSON RAIL CONSTRUCTION, LLC INACTIVE - WILLIAM CHARLES RAIL INACTIVE - WILLIAM CHARLES ELECTRIC, LLC INACTIVE - WILLIAM CHARLES CONSTRUCTION COMPANY INACTIVE - WILLIAM CHARLES CONSTRUCTION INACTIVE - WILLIAM CHARLES CONSTRUCTION COMPANY, LLC, A ROCKFORD BLACKTOP COMPANY		
Old LLC Name	04/11/2005 - RBT PAVING & EXCAVATING COMPANY, LLC		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

Select Certificate of Good Standing for Purchase
(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:56 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:48 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:49 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:49 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:49 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:50 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:50 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Homer Tree Service AR-16-4258

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:50 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:50 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:51 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:51 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

Ragnar Benson RR-16-4258

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:51 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:52 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:52 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:52 08/04/16

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 12:52 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:00 08/04/16

ACTION: S

Rockford Concrete Paving Const.

VENDOR NUMBER= [REDACTED]

RR-16-4258

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:00 08/04/16

ACTION: S

E.R. Bakey Inc.
RR-16-4258

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCPL

OFFSET CONTRACT INQUIRY

13:00 08/04/16

ACTION: S

Escarpita Construction Company Inc.
RR-16-4258

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:00 08/04/16

ACTION: S

Reyes Group Inc.

VENDOR NUMBER= [REDACTED]

RR-16-4258

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:01 08/04/16

ACTION: S

Amalgamated Services, Inc.

VENDOR NUMBER= [REDACTED]

RR-16-4258

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:08 08/04/16

ACTION: S

Architectural Systems

RR-16-4258

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:08 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:01 08/04/16

ACTION: S

H.C. Anderson Roofing Company

VENDOR NUMBER= [REDACTED]

RR-16-4258

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:01 08/04/16

ACTION: S

Pagoda Electric & Construction, Inc.

VENDOR NUMBER= [REDACTED]

RR-16-4258

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:01 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:01 08/04/16

ACTION: S

Green Synco

VENDOR NUMBER= [REDACTED]

RR-16-4258

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 08/04/16 AT 13:01 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



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

Contract # RR-16-4258

Today's Date 8/4/16

The undersigned Contractor(s) and Subcontractor(s) certify that they have read the provisions of the Substance Abuse Prevention on Public Works Act, Public Act 95-0635, and are in compliance with the terms of the Act.

The Contractor/Subcontractors hereby certify that they are exempt from the provisions of Public Act 95-0635 because it is a party to a collective bargaining agreement that deals with Substance Abuse and Prevention as provided for in the Act.

The Contractor/Subcontractors hereby certify they have a program in place to address Substance Abuse and Prevention as provided for in the Act and will submit the same to the Illinois Tollway prior to issuance of an Authorization to Proceed.

William Charles Construction Company, LLC

Contractor

Ben Holmstrom, President

Representative



Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: William Charles Construction Company, LLC

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

[REDACTED] _____
[REDACTED] President

Date: August 4, 2016



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

WILLIAM CHARLES CONSTRUCTION COMPANY, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 25, 2005, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 23RD day of FEBRUARY A.D. 2016 .



Authentication #: 1605400420 verifiable until 02/23/2017.
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14686

**William Charles Construction Company,
LLC**

1401 North Second Street
Rockford IL 61107

Information for this business last updated on:
Wednesday, July 6, 2016

Certificate produced on Wednesday, July 13, 2016 at 10:32 AM





OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0140602-7

02/13/2007

JOHN T. HOLMSTROM
1401 N. SECOND ST.
ROCKFORD, IL 61107-0000

RE WILLIAM CHARLES CONSTRUCTION COMPANY, LLC ASE: WILLIAM CHAR
LES CONSTRUCTION COMPANY ASE: WILLIAM CHARLES CONSTRUCTION

DEAR SIR OR MADAM:

APPLICATION TO ADOPT AN ASSUMED NAME HAS BEEN PLACED ON FILE AND THE
LIMITED LIABILITY COMPANY CREDITED WITH THE REQUIRED FEE.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
TELEPHONE (217)524-8008

JW:LLC

LLC-1.20

8. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated February 12 / 2007
Year

63740291

[Redacted Signature]
Signature
John [Redacted]strom, Vice President
Name and Title (type or print)
RBT Management Co., Manager

If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.

- NOTE: a. An assumed name may be adopted in five-year increments. The right to use an assumed name shall be effective from the date of filing by the Secretary of State until the first day of the anniversary month of the Limited Liability Company that falls within the next calendar year evenly divisible by 5.
- b. The filing fee to adopt an assumed name is \$150 for each year or part thereof ending in 0 or 5; \$120 for each year or part thereof ending in 1 or 6; \$90 for each year or part thereof ending in 2 or 7; \$60 for each year or part thereof ending in 3 or 8; or \$30 for each year or part thereof ending in 4 or 9.
- c. The fee to change an assumed name is \$100.
- d. The fee for canceling an assumed name is \$100.
- e. The fee to renew an assumed name is \$300. An assumed name may be renewed 60 days prior to the expiration of the right to use the assumed name, for a period of five years, by making an election to do so at the time of filing the Annual Report and by paying the renewal fees as prescribed by this Act.
- f. A penalty of \$100 will apply to any assumed name renewed on or after the first day of the company's anniversary month. If the assumed name is not renewed within the 60 days commencing with the first day of the company's anniversary month, the right to use the assumed name shall cease.

Form **LLC-5.5**
December 2003

Illinois
Limited Liability Company Act
Articles of Organization

This space for use by
Secretary of State

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 351, Howlett Building
Springfield, IL 62756
<http://www.cyberdriveillinois.com>

SUBMIT IN DUPLICATE
Must be typewritten

This space for use by Secretary of State

Date: 01/25/2005
Assigned File #: 0140-6027
Filing Fee: \$500.00
Approved: 

FILED

JAN 25 2005

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: RBT Baving & Excavating Company, LLC

(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., Ltd., co., limited partnership, or L.P.)

2. The address of its principal place of business: (Post office box alone and o/o are unacceptable.)
4920 Forest Hills Road

Loves Park, Illinois 61111

3. The Articles of Organization are effective on: (Check one)

a) the filing date, or b) _____ another date later than but not more than 60 days subsequent to the filing date: _____
(month, day, year)

4. The registered agent's name and registered office address is:

Registered agent:	<u>John</u>	<u>Holmstrom</u>
	<small>First Name</small>	<small>Last Name</small>
Registered Office:	<u>4920 Forest Hills Road</u>	
(P.O. Box and o/o are unacceptable)	<u>Loves Park</u>	<u>61111</u>
	<small>Number</small>	<small>Street</small>
	<small>City</small>	<small>ZIP Code</small>
		<u>Winnebago</u>
		<small>County</small>

5. Purpose or purposes for which the LLC is organized: include the business code # (IRS Form 1095).
(If not sufficient space to cover this point, add one or more sheets of this size.)

"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."

6. The latest date, if any, upon which the company is to dissolve December 31, 2045
(month, day, year)

Any other events of dissolution enumerated on an attachment. (Optional)

LLC-5.5

7. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (6) included as attachment:
If yes, state the provisions(s) from the ILCA. Yes No

8. a) Management is by manager(s): Yes No
If yes, list names and business addresses.
RBT Management Co.
4920 Forest Hills Road
Loves Park, Illinois 61111

b) Management is vested in the member(s): Yes No
If yes, list names and addresses.

9. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated January 24, 2005
(Month/Day) (Year)

1.  (s)

Address(es)

John Holmstrom, Vice President
(Type or print name and title)
Rockford Blacktop Construction Co., Organizer II
(Name if a corporation or other entity)

1. 4920 Forest Hills Road
Loves Park 61111
Number Street City/Town State ZIP Code

2. _____
Signature
(Type or print name and title)
(Name if a corporation or other entity)

2. _____
Number Street City/Town State ZIP Code

3. _____
Signature
(Type or print name and title)
(Name if a corporation or other entity)

3. _____
Number Street City/Town State ZIP Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

Form **LLC-5.25**
 September 2004
 Secretary of State Jesse White
 Department of Business Services
 Liability Limitation Division
 351 Howlett Building
 501 S. Second St.
 Springfield, IL 62758
 www.cyberdriveillinois.com

Payment may be made by business firm check payable to Secretary of State. (If check is returned for any reason this filing will be void.)

Illinois
Limited Liability Company Act
 Articles of Amendment

Filing Fee (see instructions on reverse)
SUBMIT IN DUPLICATE
 Must be typewritten

This space for use by Secretary of State

Filing Fee: \$ 150
 Approved: *jd*

FILE # *0440602-7*
 This space for use by Secretary of State

FILED
 APR 11 2005
 JESSE WHITE
 SECRETARY OF STATE

- Limited Liability Company name: RBT Paving and Excavating Company, LLC
- These Articles of Amendment are effective on the file date or a later date being _____, not to exceed 30 days after the file date (check applicable box).
- The Articles of Organization are amended as follows (check applicable item(s) below):
 - a) Admission of a new member (give name and address below).*
 - b) Admission of a new manager (give name and address below).*
 - c) Withdrawal of a member (give name below).*
 - d) Withdrawal of a manager (give name below).*
 - e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below).
 - f) Change of registered agent and/or registered agent's office (give new name and address, including county below). (Address change of P.O. Box and c/o are unacceptable.)
 - g) Change in the Limited Liability Company's name (list below).
 - h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization.
 - i) Other (give information in space provided below).

* Changes in members/managers may, but are not required to, be reported in an amendment to the Articles of Organization.

Additional information:
 The name of the Limited Liability Company is changed to:
 William Charles Construction Company, LLC *OK*

(over)

0140-602-7
04/11/05

4. Check the appropriate box below (Box A or Box B must be checked):

- A. This amendment was approved by not less than the minimum number of managers necessary to approve the amendment, and member action was not required.
- B. This amendment was approved by not less than a minimum number of members necessary to approve the amendment.

5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated April 8, 2005
(Month & Day) (Year)


(Signature)

John Holmstrom, Vice President
(Type or Print Name and Title)

RBT Management Co., Manager
(If the member or manager signing this document is a company or other entity, state name of company and indicate whether it is a member or manager of the Limited Liability Company.)

D6394-029-1

Filing Fee: If only item 3f is checked on the front page, indicating that the only change reported is a change in the registered agent and/or registered office, the filing fee is \$35. in all other cases, the filing fee is \$150.

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William Charles Construction Company, LLC

System Vendor Number: 20315624

 1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	5/3/2016
Status	Accepted
Reviewer	Klm Burton
Date Reviewed	5/11/2016
Public Review Comments	
Private Review Comments	
Expiration Date	5/11/2017
Flag Form	Add Flag

Settings

Small Business Set-Aside Program (SBSA) Registered	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	William Charles Construction Company, LLC
Primary Contact	Janice Ingham (change contact)
Primary Contact Email	ingham@williamcharlesconstruction.com
Phone	815-654-4700
Fax	815-654-4736
Company Email	estimating@williamcharlesconstruction.com
Tax ID Number	
Company Type	LLC
Address [edit address]	5290 Nimitz Road P.O. Box 2071 Loves Park, IL 61111

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Forms

View	Form Name	Flagged
View	A - B. Business Information & Additional Information	
View	C. Small Business Set-Aside Program	
View	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	 1 flag

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William Charles Construction Company, LLC

System Vendor Number: 20316424

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Vendor Registration

Form Name	A - B. Business Information & Additional Information
Description	Complete section A and B, in order to submit this form.
Date Submitted	5/3/2016
Status	Accepted
Business Name	William Charles Construction Company, LLC
Point of Contact	Janice Ingham
Flag Form	Add Flag

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor	
2. Name of CEO/Business Owner	Ben Holmstrom	
3. Annual sales/gross receipts	304766244	
4. When was your business established?	01/25/2005	
5. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.	
6. Contact Person for this vendor registration	Janice Ingham	
Contact Person Title	Executive Assistant	
Contact Person Phone	815-654-4700 ext 5965	
Contact Person Email	jingham@williamcharlesconstruction.com	

B. Additional Information

1. How did you learn about the Illinois Procurement Gateway?	Chief Procurement Office (CPO)	
--	--------------------------------	---

Additional Information

Staff Attached File(s)	Attach File
Refresh List after attaching file(s).	

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William Charles Construction Company, LLC

System Vendor Number: 20315824

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Vendor Registration

Form Name	C. Small Business Set-Aside Program
Description	Complete the Small Business Set-Aside Program form
Date Submitted	5/3/2016
Status	Accepted
Business Name	William Charles Construction Company, LLC
Point of Contact	Janice Ingham
Flag Form	Add Flag

C. Small Business Set-Aside Program

1. Would you like to apply for the Small Business Set-Aside Program?	No	
--	-----------	---

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William Charles Construction Company, LLC

System Vendor Number: 20315624

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 1 flag has been added to this record. See below for details.

Show only flagged items.

Vendor Registration

Form Name	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
Description	Complete section D and E, in order to submit this form.
Date Submitted	5/3/2016
Status	Accepted
Business Name	William Charles Construction Company, LLC
Point of Contact	Janice Ingham
Flag Form	Add Flag

D. Department of Human Rights (DHR)

1. Highest number of employees (including full and part time employees) at any time during the past year	306	
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 125821-00 11/17/2016	

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	Yes, registered and in good standing with the Illinois Secretary of State	
---	---	---

Additional Information

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ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 125821-00
Date Eligible: 11/17/2011
Expires on: 11/17/2016

Jeff Potter
William Charles Construction Company, LLC
5290 Nimtz Road
Loves Park, IL 61111

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

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

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

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

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

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

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

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William Charles Construction Company, LLC

System Vendor Number: 20315824

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Vendor Registration

Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	5/3/2016
Status	Accepted
Business Name	William Charles Construction Company, LLC
Point of Contact	Janice Ingham
Flag Form	Add Flag

F. Certifications

- Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

Yes
- This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies he/she is not in default on an educational loan. 5 ILCS 385/3

Yes
- Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable

Yes
- If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

Yes
- Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

Yes
- If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10

Yes
- If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

Yes

8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60	10
Yes	
9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12	10
Yes	
10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14	10
Yes	
11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25	10
Yes	
12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30	10
Yes	
13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38	10
Yes	
14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38	10
Yes	
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50	10
Yes	
16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517	10
Yes	
17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565	10
Yes	
18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580	10
Yes	
19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580	10
N/A	
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582	10

Yes

21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

Yes

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584

Yes

23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587

Yes

24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45

Yes

25. Vendor certifies it has not been convicted of the offense of bid rigging or bid totaling or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes

26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105

Yes

27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2

Yes

28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.

Yes

29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/29-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.

Yes

30. This applies to individuals, sole proprietorships, general partnerships, and single member LLCs, but is not otherwise applicable. Vendor certifies that he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 18-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 18-133.3 of the Illinois Pension Code. (30 ILCS 105/15, 40 ILCS 5/14-108.3, 40 ILCS 5/18-133)

N/A

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?

Yes, I certify my business is registered with BOE.
14686

Additional Information

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William Charles Construction Company, LLC

System Vendor Number: 20315824

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Vendor Registration

Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	5/3/2016
Status	Accepted
Business Name	William Charles Construction Company, LLC
Point of Contact	Janice Ingham
Flag Form	Add Flag

H. Iran Disclosure

1. Do you or any of your corporate parents or subsidiaries have any business operations that must be disclosed? 10

No business operations to disclose.

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William Charles Construction Company, LLC

System Vendor Number: 20315424

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Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	5/3/2016
Status	Accepted
Business Name	William Charles Construction Company, LLC
Point of Contact	Janice Ingham
Flag Form	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type. 10

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business? 10

No

C. Instrument of Ownership or Beneficial Interest 10

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income? 12

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Income Form (PDF)	Attached by Janice Ingham on 4/29/2016

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1. 14

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1. 15

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities. 16

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person? 18

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? YU

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? YU

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above. YU

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above. YU

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above. YU

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above. YU

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above. YU

No

Additional Information

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

Vendor Name: William Charles Construction Company, LLC

DBA: N/A

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
William Charles, Ltd.	1401 North Second Street, Rockford, IL 61107	90%	Click here to enter text.	90%	Click here to enter text.
Nathan J Howard 2006 Trust P/b/o Nathan J Howard	1401 North Second Street Rockford, IL 61107	10%	Click here to enter text.	10%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22038794 Procurement/Contract #: RR-16-4258

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20315624 IPG Expiration Date: 5/11/17

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin
Illinois Dept. of Central Management Services	PSD Bituminous Mix FY 2015-17 Contract Thru 6-29-17	Awarded	\$1,944,325.00	IPB#227775
Illinois Dept. of Central Management Services	PSD Aggregates 2015-2017 Contract Thru 10/31/17	Awarded	\$2,109,773.25	IPB#227686
Illinois Dept. of Central Management Services	Sand, Stone Gravel-Tollway Contract Thru 4-30-17	Awarded	\$298,612.50	Contract 13-0130 IPB#22030801
ISTHA	9130248 I-90/Anthony to Rt. 20	Awarded	\$46,480,757	I-13-4126
ISTHA	9140218 Genoa Rd. Interchange	Awarded	\$10,719,908.22	I-14-4185
ISTHA	9150206 I-88 (Midway Road to IL 251)	Awarded	\$34,444,188.27	RR-13-5662
ISTHA	9150211 Irene Road Ramps A & C Construction	Awarded	\$6,950,000.00	I-14-4218
IDOT	9120240 Rt 2-Beltline to Harrison	Awarded	\$13,350,920	64515
IDOT	9130229 Rt 2-Pond to Cedar	Awarded	\$18,995,418	64821
IDOT	9130276 IL 173-Alpine/I-90	Awarded	\$27,972,570	64988
IDOT	9150204 I-39 Resurfacing	Awarded	\$23,497,104	64G62
IDOT (Subcontractor to Civil Constructors)	9130424 Rt 20 Bypass Brdg.	Awarded	\$2,169,407.81	64D19
IDOT (Subcontractor to Rock Road)	9140410 Rt 2 & Roscoe Rd.	Awarded	\$2,019,707	64H70
IDOT (Subcontractor to Benchmark)	9160402 Harrison Ave.	Awarded	\$252,962.65	85612
IDOT (Subcontractor to Sjostrom)	9160405 I-39 Deck Repairs	Awarded	\$19,900.90	64L06
IDOT (Subcontractor to Martin)	6140658 IL RT 40 Hennepin Canal Cross Over	Awarded	\$54,950	64C17
IDOT (Subcontractor to Civil Constructors)	6150669 Rails to Trails over Rock River	Awarded	\$238,170.60	85620
IDOT	6160614 251 @ Ethel and Y Blvd. TS Modernization	Awarded	\$91,496.50	64K86
IDOT	9150257 Rockton Ave. & Halsted	Awarded	\$536,767	85615
IDOT	D-2 Light Repair (East)	Awarded	\$206,460	64K79
IDOT	9150259 Rockton Ave.& Custer	Awarded	\$425,841.45	85545
IDOT	9150260 Bell School Road	Awarded	\$5,766,050.11	85616
IDOT	9150265 West State St. Box Culvert	Awarded	\$ 1,497,956.61	64H18
IDOT	9150267 N. Main St.Reconst	Awarded	\$31,989,625.59	64C21
IDOT	9160201 Argyle Rd. Resurf	Awarded	\$246,642.96	64K97
IDOT	9160203 Creekside Park Path- Pecatonica	Awarded	\$97,999.96	64K97
IDOT	9160214 Forest Hills Rd.	Awarded	\$488,957.22	85636
ISTHA	Recon M-7 Rockford -Const (I-90)	Pending	24,645,281.70	RR-16-4258

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

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached List				

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: William Charles Construction Company, LLC

Phone: (815) 654-4700

Street Address: 5290 Nirtz Road

Email: estimating@williamcharlesconstruction.com

City, State, Zip: Loves Park, IL 61111

Vendor Contact: Ben Holmstrom

Signature: _____

Date: 8/4/16

Printed Name: Ben Holmstrom

Title: President



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 0958

William Charles Construction Company, LLC
5290 Nimitz Road LOVES PARK, IL 61111

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	Unlimited
003	HMA PLANT MIX	\$47,375,000
012	DRAINAGE	\$23,175,000
014	ELECTRICAL	\$16,625,000
017	CONCRETE CONSTRUCTION	\$5,275,000
018	LANDSCAPING	\$375,000
032	COLD MILL, PLAN. & ROTOMILL	\$1,700,000
034	DEMOLITION	\$7,625,000
08A	AGGREGATE BASES & SURF. (A)	\$19,825,000
15A	COVER & SEAL COATS (A)	\$2,425,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/15/2016 TO 4/30/2017 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/18/2016.



Interim Engineer of Construction

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

RR-16-4258
(Enter Tollway Contract Number)

SUBMITTING BIDDER:

William Charles Construction Company, LLC
(Enter Name of Firm)

ADDRESS:

5290 Nimtzt Road
Loves Park, IL 61111

STATE OF ILLINOIS

COUNTY OF Winnebago

)
) **SS**
)

The Affiant, Ben Holmstrom, being first duly sworn, upon oath deposes and says:

1. That the Affiant is President of William Charles Construction Company, LLC who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-16-4258 (enter Tollway contract number), between the Bidder and the Owner;
2. The Affiant hereby states that the Bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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

SIGNATURE OF AFFIANT
Ben Holmstrom, President

SUBSCRIBED AND SWORN BEFORE ME THIS 4th **DAY OF** August, **20** 16.

NOTARY PUBLIC

OFFICIAL SEAL
JANICE T. INGHAM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09-17-2018