

## RESOLUTION NO. 21981

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4503 for Eastbound Pavement and Structural Preservation and Rehabilitation on the Jane Addams Memorial Tollway (I-90), Mile Post 2.6 (Rockton Road) to Mile Post 18.3 (Kishwaukee River Bridge). The lowest responsive and responsible bidder on Contract No. RR-19-4503 is Curran Contracting Company in the amount of \$4,938,669.42.

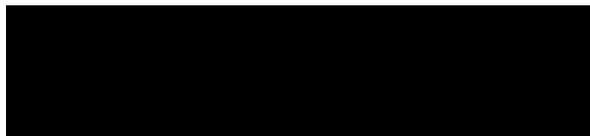
**Resolution**

Contract No. RR-19-4503 is awarded to Curran Contracting Company in the amount of \$4,938,669.42, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman



May 27, 2020

Mr. Michael Leopardo  
Vice President  
Curran Contracting Company  
286 Memorial Court  
Crystal Lake, IL 60014

**Re: Construction Contract RR-19-4503  
Eastbound Pavement and Structural  
Preservation and Rehabilitation  
Jane Addams Memorial Tollway (I-90)  
Rockton Road to Kishwaukee River Bridge  
Mile Post 2.6 to Mile Post 18.3**

#### **CONDITIONAL NOTICE TO PROCEED**

Dear Mr. Leopardo:

As of this date, with receipt of all the executed Contract Documents, in accordance with Section 103.08 of the Tollway Supplemental Specifications and S.P. 104 of the Contract Requirements, the Work commencement date is hereby set forth as May 27, 2020. Construction of the Work can commence and the terms and conditions of your Contract Documents become effective on this date. A duplicate original of the contract book will follow shortly by mail.

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

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

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

Pursuant to Supplemental Specification Section 107.27 and the Contract Special Provision Article S.P. 107.1 and S.P. 107.2, Engineering Professional Liability and/or Environmental Protection insurance is required as specified in the respective Special Provisions. As of the date of this letter, the required Engineering Professional Liability and/or Environmental Protection insurance documentation has not been provided. Therefore, you are not authorized to start with any of the work associated with the Special Provisions 107.1 and or 107.2 until such time as the proper insurance documentation has been submitted and approved by the Tollway.

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

As provided in Special Provision 103.1 and Article 108.05 of the Tollway Supplemental Specifications, the completion date for this project is hereby fixed at October 30, 2020.

Sincerely,



Eric Ocomy  
Chief of Contract Services

EO: cmhg

cc Greg Stukel  
Carlos Tibbs  
Contract Services  
Lt. Robert Meeder

Eleanor Curcuro  
John Stevens  
Dorothy Jablonski  
Chief Engineering Officer

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**RETURN WITH BID**

**CONTRACT RR-19-4503**

**EASTBOUND PAVEMENT AND STRUCTURAL  
PRESERVATION AND REHABILITATION**

**JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
ROCKTON ROAD TO KISHWAUKEE RIVER  
BRIDGE MILE POST 2.6 TO MILE POST 18.3**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**

**REQUIRED DOCUMENTS**

**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-19-4503  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: January 30, 2020**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **February 6, 2020**.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. Revised Schedule of Price Pages P-6R, P-7R and P-10R and original Schedule of Price Pages P-5, P-8, P-9, and P-11 through P-15 accompany this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. The following revised Special Provisions pages are included with this Addendum:  
Volume II: J-iiiR, J-ivR, J-84R, J-124R, J-137R, and J-138R
3. The following new Special Provisions pages are included with this Addendum:  
Volume II: J-84A, J-84B, J-153A, and J-153B
4. The following revised Contract Drawings will be issued to the successful Bidder:  
Volume 1: Drawings 6, 7, and 10  
  
The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.
5. The minutes, agenda, and sign-in sheet from the Optional Pre-Bid Meeting held on January 14, 2020 are included in this Addendum.
6. Responses to Request for Information received from the Plan Holders are included in this Addendum.

**CHANGES TO THE CONTRACT REQUIREMENTS**

**CHANGES TO THE SCHEDULE OF PRICES**

| <b><u>SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES</u></b> |                     |                                            |             |                          |               |                     |
|------------------------------------------------------------|---------------------|--------------------------------------------|-------------|--------------------------|---------------|---------------------|
| <b>S.P.</b>                                                | <b>PAY ITEM NO.</b> | <b>DESCRIPTION</b>                         | <b>UNIT</b> | <b>ORIGINAL QUANTITY</b> | <b>CHANGE</b> | <b>NEW QUANTITY</b> |
| *                                                          | 66901002            | ON-SITE MONITORING OF REGULATED SUBSTANCES | CAL<br>DA   | 0                        | 10            | 10                  |
| *                                                          | J1406035            | TEST STRIP (STONE MATRIX ASPHALT)          | EACH        | 0                        | 1             | 1                   |
| *                                                          | J1406037            | MATERIAL TRANSFER DEVICE                   | TON         | 0                        | 6,446         | 6,446               |
| *                                                          | JT669030            | EARTHWORK CONSTRUCTION PLAN                | L<br>SUM    | 0                        | 1             | 1                   |
| *                                                          | JT669040            | EARTHWORK FINAL CONSTRUCTION REPORT        | L<br>SUM    | 0                        | 1             | 1                   |

\* Denotes Special Provision

**Change #1**

Contract Requirements, Volume I, Schedule of Prices, Replace Page P-6 with Page P-6R (attached)

This addition contains the following revisions:

- 1.1 Added pay item 66901002 – ON-SITE MONITORING OF REGULATED SUBSTANCES.

**Change #2**

Contract Requirements, Volume I, Schedule of Prices, Replace Page P-7 with Page P-7R (attached)

This addition contains the following revisions:

- 2.1 Added pay item J1406035 – TEST STRIP (STONE MATRIX ASPHALT).
- 2.2 Added pay item J1406037 – MATERIAL TRANSFER DEVICE.

**Change #3**

Contract Requirements, Volume I, Schedule of Prices, Replace Page P-10 with Page P-10R (attached)

This addition contains the following revisions:

- 3.1 Added pay item JT669030 – EARTHWORK CONSTRUCTION PLAN.
- 3.2 Added pay item JT669040 – EARTHWORK FINAL CONSTRUCTION REPORT.

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #4**

Contract Requirements, Volume II, replace pages J-iii and J-iv with pages J-iiiR and J-ivR. (attached)

This change contains the following revisions:

- 4.1 Revised Table of Contents.

**Change #5**

Contract Requirements, Volume II, replace page J-84 with page J-84R. (attached)

This change contains the following revision:

- 5.1 Added JI406035 – TEST STRIP (STONE MATRIX ASPHALT) to Basis of Payment table.

**Change #6**

Contract Requirements, Volume II, add pages J-84A and J-84B. (attached)

This change contains the following revision:

- 6.1 Added Special Provision MATERIAL TRANSFER DEVICE (ILLINOIS TOLLWAY).

**Change #7**

Contract Requirements, Volume II, replace page J-124 with page J-124R. (attached)

This change contains the following revisions:

- 7.1 Revised Holiday Periods table in Special Provision MAINTENANCE OF TRAFFIC.

**Change #8**

Contract Requirements, Volume II, replace pages J-137 and J-138 with pages J-137R and J-138R. (attached)

This change contains the following revisions:

- 8.1 Revised unit weight of soil to 115 lbs./cu. ft.
- 8.2 Added 66901002 – ON-SITE MONITORING OF REGULATED SUBSTANCES to Basis of Payment table.

**Change #9**

Contract Requirements, Volume II, add pages J-153A and J-153B. (attached)

This change contains the following revision:

- 9.1 Added Special Provision EARTHWORK MANAGEMENT PLANS (ILLINOIS TOLLWAY).

**CHANGES TO THE CONTRACT DRAWINGS**

**Change #10**

Contract Plans, Volume 1, Drawings 6, 7, and 10.

Summary of Quantities

These drawings contain the following revisions:

- 10.1 Revised Summary of Quantities drawings to reflect the changes in contract quantities.

Revised drawing to be issued to the successful Bidder.

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**END OF ADDENDUM CHANGES**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4503  
EASTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION  
JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
MILEPOST 2.6 TO MILEPOST 18.3  
SCHEDULE OF PRICES**

| S.P. | PAY ITEM NO. | DESIGNATION                                                  | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|--------------------------------------------------------------|-------|----------|-------------------|---------------|
| *    | 20200100     | EARTH EXCAVATION                                             | CU YD | 42       |                   |               |
|      | 21400100     | GRADING AND SHAPING DITCHES                                  | FOOT  | 202      |                   |               |
|      | 25000400     | NITROGEN FERTILIZER NUTRIENT                                 | POUND | 30       |                   |               |
|      | 25000600     | POTASSIUM FERTILIZER NUTRIENT                                | POUND | 90       |                   |               |
|      | 44000158     | HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"                      | SQ YD | 33,037   |                   |               |
|      | 44000161     | HOT-MIX ASPHALT SURFACE REMOVAL, 3"                          | SQ YD | 12,668   |                   |               |
| *    | 44200970     | CLASS B PATCHES, TYPE II, 10 INCH                            | SQ YD | 31       |                   |               |
| *    | 44201299     | DOWEL BARS 1 1/2"                                            | EACH  | 88       |                   |               |
| *    | 44213200     | SAW CUTS                                                     | FOOT  | 183      |                   |               |
|      | 50300225     | CONCRETE STRUCTURES                                          | CU YD | 3.8      |                   |               |
|      | 50300300     | PROTECTIVE COAT                                              | SQ YD | 47       |                   |               |
|      | 50800205     | REINFORCEMENT BARS, EPOXY COATED                             | POUND | 38,750   |                   |               |
|      | 60251200     | CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 8 GRATE            | EACH  | 1        |                   |               |
| *    | 60255410     | CATCH BASINS TO BE CLEANED                                   | EACH  | 1        |                   |               |
|      | 60255800     | MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID    | EACH  | 2        |                   |               |
|      | 63200310     | GUARDRAIL REMOVAL                                            | FOOT  | 105      |                   |               |
|      | 64300260     | IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3 | EACH  | 1        |                   |               |

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|------|--------------|-------------------------------------------------------|--------|----------|-------------------|---------------|
| *    | 66900530     | SOIL DISPOSAL ANALYSIS                                | EACH   | 2        |                   |               |
| *    | 66901002     | ON-SITE MONITORING OF REGULATED SUBSTANCES            | CAL DA | 10       |                   |               |
|      | 72000200     | SIGN PANEL - TYPE 2                                   | SQ FT  | 48       |                   |               |
|      | 72100100     | SIGN PANEL OVERLAY                                    | SQ FT  | 9        |                   |               |
|      | 72200100     | DEMOUNTABLE LEGEND CHARACTERS AND ARROWS              | EACH   | 1        |                   |               |
|      | 72400320     | REMOVE SIGN PANEL - TYPE 2                            | SQ FT  | 48       |                   |               |
|      | 72400330     | REMOVE SIGN PANEL - TYPE 3                            | SQ FT  | 1,819    |                   |               |
|      | 72400720     | RELOCATE SIGN PANEL - TYPE 2                          | SQ FT  | 95       |                   |               |
|      | 72400730     | RELOCATE SIGN PANEL - TYPE 3                          | SQ FT  | 920      |                   |               |
|      | 72700100     | STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY             | POUND  | 1,885    |                   |               |
|      | 73000100     | WOOD SIGN SUPPORT                                     | FOOT   | 168      |                   |               |
|      | 73600100     | REMOVE OVERHEAD SIGN STRUCTURE - SPAN                 | EACH   | 1        |                   |               |
|      | 73700100     | REMOVE GROUND MOUNTED SIGN SUPPORT                    | EACH   | 13       |                   |               |
|      | 73700200     | REMOVE CONCRETE FOUNDATION - GROUND MOUNT             | EACH   | 13       |                   |               |
|      | 73700300     | REMOVE CONCRETE FOUNDATION - OVERHEAD                 | EACH   | 2        |                   |               |
| *    | X0301735     | CONCRETE HEADWALL REPAIR                              | EACH   | 1        |                   |               |
| *    | X0301993     | REMOVE AND REINSTALL CONCRETE HEADWALL FOR PIPE DRAIN | EACH   | 8        |                   |               |
| *    | X0320157     | CLEANING UNDERDRAIN OUTLETS                           | EACH   | 24       |                   |               |

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|------|--------------|-------------------------------------------------------------------|-------|----------|-------------------|---------------|
| *    | X0325893     | CLEAN EXISTING END SECTION                                        | EACH  | 75       |                   |               |
| *    | X0549200     | CLEANING PAVED DITCH                                              | FOOT  | 197      |                   |               |
| *    | X0900075     | COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK)                       | EACH  | 6        |                   |               |
| *    | X5420624     | PIPE CULVERTS TO BE CLEANED 24"                                   | FOOT  | 450      |                   |               |
| *    | X5538200     | STORM SEWERS TO BE CLEANED 24"                                    | FOOT  | 25       |                   |               |
| *    | X6015010     | REMOVE AND REPLACE CONCRETE HEADWALLS FOR PIPE DRAINS             | EACH  | 3        |                   |               |
| *    | X6430110     | REMOVE IMPACT ATTENUATORS, SALVAGE                                | EACH  | 1        |                   |               |
| *    | Z0058668     | GRADING AND SHAPING FORESLOPES                                    | SQ YD | 819      |                   |               |
| *    | J1211110     | TOPSOIL EXCAVATION AND PLACEMENT                                  | CU YD | 538      |                   |               |
| *    | J1251010     | EROSION CONTROL BLANKET, BIODEGRADABLE NETTING                    | SQ YD | 4,840    |                   |               |
| *    | J1406035     | TEST STRIP (STONE MATRIX ASPHALT)                                 | EACH  | 1        |                   |               |
| *    | J1406037     | MATERIAL TRANSFER DEVICE                                          | TON   | 6,446    |                   |               |
| *    | J1406048     | STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80 | TON   | 6,446    |                   |               |
| *    | J1406107     | ASPHALT TACK COAT                                                 | POUND | 53,729   |                   |               |
| *    | J1406108     | ASPHALT TACK COAT (NON-TRACKING)                                  | POUND | 16,296   |                   |               |
| *    | J1406510     | WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70                     | TON   | 943      |                   |               |
| *    | J1420027     | PROTECTIVE COAT                                                   | SQ YD | 56       |                   |               |
| *    | J1420906     | LONGITUDINAL JOINT SEALANT                                        | FOOT  | 30,838   |                   |               |
| *    | J1440010     | CONCRETE MEDIAN BARRIER AND BASE REMOVAL                          | FOOT  | 72       |                   |               |

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MILEPOST 2.6 TO MILEPOST 18.3  
SCHEDULE OF PRICES**

| S.P. | PAY ITEM NO. | DESIGNATION                                                      | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|------------------------------------------------------------------|-------|----------|-------------------|---------------|
| *    | J1440227     | HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2"                         | SQ YD | 917      |                   |               |
| *    | J1440282     | ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"                        | SQ YD | 917      |                   |               |
| *    | J1451100     | CRACK ROUTING (PAVEMENT)                                         | FOOT  | 64,225   |                   |               |
| *    | J1451110     | CRACK SEALING                                                    | POUND | 77,070   |                   |               |
| *    | J1451160     | CRACK FILLING                                                    | FOOT  | 11,111   |                   |               |
| *    | J1481040     | AGGREGATE SHOULDERS, TYPE B                                      | TON   | 6        |                   |               |
| *    | J1481070     | AGGREGATE SHOULDERS SPECIAL, TYPE C                              | TON   | 45       |                   |               |
| *    | J1602508     | DRAINAGE STRUCTURES TO BE ADJUSTED WITH TYPE G-3 FRAME AND GRATE | EACH  | 2        |                   |               |
| *    | J1606020     | GUTTER, TYPE G-3                                                 | FOOT  | 170      |                   |               |
| *    | J1630002     | GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS      | FOOT  | 350      |                   |               |
| *    | J1631110     | TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT              | EACH  | 1        |                   |               |
| *    | J1631130     | TRAFFIC BARRIER TERMINAL, TYPE T6                                | EACH  | 1        |                   |               |
| *    | J1725000     | TERMINAL MARKER - DIRECT APPLIED                                 | EACH  | 1        |                   |               |
| *    | J1781000     | RAISED PAVEMENT LANE MARKER                                      | EACH  | 330      |                   |               |
| *    | J1781010     | RAISED PAVEMENT LANE MARKER REFLECTOR                            | EACH  | 330      |                   |               |
| *    | J1782014     | GUARDRAIL BARRIER REFLECTORS, TYPE B                             | EACH  | 3        |                   |               |
| **   | JS120100     | TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS    | EACH  | 4        |                   |               |

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|------|--------------|---------------------------------------------------------------|------------|----------|-------------------|---------------|
| **   | JS120101     | TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS | EACH/WEEK  | 17       |                   |               |
| **   | JS120102     | TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS | EACH/MONTH | 4        |                   |               |
| **   | JS120610     | HEADWALL GRATES                                               | POUND      | 1,212    |                   |               |
| **   | JS250318     | SEEDING, CLASS 4F                                             | ACRE       | 0.75     |                   |               |
| *    | JS250320     | SEEDING, CLASS 5                                              | ACRE       | 0.75     |                   |               |
| **   | JS280020     | MANAGEMENT OF EROSION AND SEDIMENT CONTROL                    | CAL. MO.   | 8        |                   |               |
| **   | JS280040     | EROSION AND SEDIMENT CONTROL-CLEANOUT                         | CU YD      | 741      |                   |               |
| **   | JS280050     | SILT FENCE                                                    | FOOT       | 734      |                   |               |
| **   | JS280051     | RE-ERECT SILT FENCE                                           | FOOT       | 73       |                   |               |
| **   | JS280100     | SUPER SILT FENCE                                              | FOOT       | 48       |                   |               |
| **   | JS280140     | TEMPORARY RIPRAP                                              | TON        | 8        |                   |               |
| **   | JS280150     | TEMPORARY STABILIZATION WITH STRAW MULCH                      | ACRE       | 1.00     |                   |               |
| **   | JS280151     | SAME-DAY STABILIZATION                                        | SQ YD      | 2,420    |                   |               |
| **   | JS280180     | RECTANGULAR INLET PROTECTION                                  | EACH       | 7        |                   |               |
| **   | JS280210     | FILTER FABRIC INLET PROTECTION, BASKET TYPE                   | EACH       | 625      |                   |               |
| **   | JS280305     | TEMPORARY DITCH CHECKS                                        | FOOT       | 825      |                   |               |
| **   | JS670C00     | FIELD OFFICE, TYPE C                                          | CAL MO     | 8        |                   |               |

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| S.P. | PAY ITEM NO. | DESIGNATION                                                           | UNIT     | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|-----------------------------------------------------------------------|----------|----------|-------------------|---------------|
| **   | JS671020     | MOBILIZATION, TOLLWAY (MODIFIED)                                      | L SUM    | 1        |                   |               |
| *    | JS701010     | MAINTENANCE OF TRAFFIC                                                | L SUM    | 1        |                   |               |
| **   | JS733110     | OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (110 FT)                | FOOT     | 110      |                   |               |
| **   | JS733140     | OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (140 FT)                | FOOT     | 140      |                   |               |
| **   | JS734A10     | FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE                     | CU YD    | 181.8    |                   |               |
| *    | JT202008     | NON-SPECIAL WASTE DISPOSAL, TYPE 1                                    | TON      | 261      |                   |               |
| *    | JT250430     | SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (MODIFIED)               | ACRE     | 0.25     |                   |               |
| *    | JT280510     | FLOC LOG                                                              | EACH     | 12       |                   |               |
| *    | JT280530     | IN-LINE FLOCCULATION SYSTEM                                           | EACH     | 6        |                   |               |
| *    | JT484010     | RAISED PAVEMENT LANE MARKER PATCHING                                  | EACH     | 330      |                   |               |
| *    | JT544126     | CULVERT TO BE CLEANED, 126" DIAMETER                                  | FOOT     | 3,470    |                   |               |
| *    | JT553B60     | STORM SEWERS TO BE CLEANED, BOX CULVERT, 5 FT. WIDTH                  | FOOT     | 172      |                   |               |
| *    | JT599046     | REMOVAL AND REPLACEMENT OF PRECAST CONCRETE NOISE WALL PANEL SECTIONS | SQ FT    | 226      |                   |               |
| *    | JT637022     | CONCRETE MEDIAN BARRIER TRANSITION, TYPE F                            | FOOT     | 40       |                   |               |
| *    | JT669030     | EARTHWORK CONSTRUCTION PLAN                                           | L SUM    | 1        |                   |               |
| *    | JT669040     | EARTHWORK FINAL CONSTRUCTION REPORT                                   | L SUM    | 1        |                   |               |
| *    | JT701030     | SUPPLEMENTAL BARRICADE                                                | EACH/DAY | 20       |                   |               |
| *    | JT701031     | SUPPLEMENTAL SIGNING                                                  | SQ FT    | 48       |                   |               |
| *    | JT701032     | SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)                           | EACH/DAY | 30       |                   |               |

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**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

| S.P. | PAY ITEM NO. | DESIGNATION                                                                     | UNIT       | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|---------------------------------------------------------------------------------|------------|----------|-------------------|---------------|
| *    | JT701033     | SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)                                    | EACH/WEEK  | 6        |                   |               |
| *    | JT701034     | SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)                                   | EACH/MONTH | 2        |                   |               |
| *    | JT701035     | SUPPLEMENTAL MAINTENANCE OF TRAFFIC                                             | DAY        | 25       |                   |               |
| *    | JT701050     | TEMPORARY INFORMATION SIGNING-GROUND MOUNT, 24 SQ FT IN AREA OR LESS            | SQ FT      | 30       |                   |               |
| *    | JT720110     | SIGN INSTALLATION, TYPE 2                                                       | SQ FT      | 16       |                   |               |
| *    | JT720120     | SIGN INSTALLATION, TYPE 3                                                       | SQ FT      | 2,719    |                   |               |
| *    | JT720710     | SIGN PANEL MOUNTING                                                             | EACH       | 10       |                   |               |
| *    | JT733250     | SIGN STRUCTURE RODENT SCREEN                                                    | EACH       | 11       |                   |               |
| *    | JT733251     | SIGN STRUCTURE ELECTRICAL REPAIR                                                | L SUM      | 1        |                   |               |
| *    | JT733252     | SIGN STRUCTURE BOLT REPAIR                                                      | EACH       | 15       |                   |               |
| *    | JT733955     | REMOVE STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE              | EACH       | 24       |                   |               |
| *    | JT733956     | FURNISH AND INSTALL STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE | EACH       | 25       |                   |               |
| *    | JT780300     | MULTI-POLYMER PAVEMENT MARKING - LINE 4"                                        | FOOT       | 166,412  |                   |               |
| *    | JT780310     | MULTI-POLYMER PAVEMENT MARKING - LINE 6"                                        | FOOT       | 85,008   |                   |               |
| *    | JT780320     | MULTI-POLYMER PAVEMENT MARKING - LINE 10"                                       | FOOT       | 31,871   |                   |               |
| *    | JT780325     | MULTI-POLYMER PAVEMENT MARKING - LINE 12"                                       | FOOT       | 5,084    |                   |               |
| *    | JT780340     | MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)                                | SQ FT      | 153      |                   |               |

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SCHEDULE OF PRICES**

| S.P.                      | PAY ITEM NO. | DESIGNATION                                              | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|---------------------------|--------------|----------------------------------------------------------|-------|----------|-------------------|---------------|
| *                         | JT780355     | MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)         | SQ FT | 254      |                   |               |
| *                         | JT780JA1     | GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE  | FOOT  | 83,300   |                   |               |
| *                         | JT780JC1     | GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE  | FOOT  | 42,600   |                   |               |
| *                         | JT780JE1     | GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE | FOOT  | 16,000   |                   |               |
| *                         | JT783005     | WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY | SQ FT | 130,025  |                   |               |
| *                         | JT900105     | DITCH CLEANING                                           | FOOT  | 2,988    |                   |               |
| *                         | JT900305     | MICROSURFACING, SINGLE PASS, TYPE II                     | SQ YD | 208,671  |                   |               |
| *                         | JT901130     | DEWATERING                                               | L SUM | 1        |                   |               |
| TOTAL AMOUNT OF CORE WORK |              |                                                          |       |          |                   |               |
|                           |              |                                                          |       |          |                   |               |
| *                         | JT155001     | CONTRACTOR'S QUALITY PROGRAM                             | L SUM | 1        | \$130,000.00      | \$130,000.00  |
|                           |              |                                                          |       |          |                   |               |
| *                         | JT154001     | PAVEMENT PATCHING AND TRAFFIC CONTROL                    | UNIT  | 25,000   | \$1.00            | \$25,000.00   |
| *                         | JT154002     | DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE                 | UNIT  | 5,000    | \$1.00            | \$5,000.00    |
| *                         | JT154004     | SAWCUTTING AND REMOVAL OF EDGE DETERIORATION REPAIR      | UNIT  | 20,000   | \$1.00            | \$20,000.00   |
| *                         | JT154005     | EMERGENCY PAVEMENT AND SHOULDER REPAIRS                  | UNIT  | 20,000   | \$1.00            | \$20,000.00   |
| *                         | JT154008     | UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC             | UNIT  | 25,000   | \$1.00            | \$25,000.00   |
| *                         | JT154016     | ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES        | UNIT  | 70,000   | \$1.00            | \$70,000.00   |

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| S.P. | PAY ITEM NO. | DESIGNATION                                                                                                                   | UNIT    | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|-------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------------------|---------------|
| *    | JT154067     | CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES                                                                          | UNIT    | 100,000  | \$1.00            | \$100,000.00  |
| *    | JT154181     | ALLOWANCE FOR ADDITIONAL SIGNAGE WORK                                                                                         | UNIT    | 20,000   | \$1.00            | \$20,000.00   |
|      | 999NEG21     | DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST                               | OCCUR   |          | (4,000.00)        |               |
|      | 999NEG30     | DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK                                   | OCCUR   |          | (2,000.00)        |               |
|      | 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)        |               |
|      | 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. 846.06 (a)                                              | INC/DAY |          | (1,000.00)        |               |

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| S.P.               | PAY ITEM NO. | DESIGNATION                                                                                                                  | UNIT    | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|--------------------|--------------|------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------------------|---------------|
|                    | 999NEG43     | FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)                                           | OCCUR   |          | (1,000.00)        |               |
|                    | 999NEG44     | LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1                                                                       | CAL DAY |          | (7,500.00)        |               |
|                    | 999NEG45     | LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2                                                                       | CAL DAY |          | (7,500.00)        |               |
|                    | 999NEG49     | DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3                                                                               | OCCUR   |          | (10,000.00)       |               |
|                    | 999NEG53     | NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION                                                             | OCCUR   |          | (1,000.00)        |               |
|                    | 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)        |               |
| <b>ADJUSTMENTS</b> |              |                                                                                                                              |         |          |                   |               |
|                    | 999ADJ20     | PROTECTION METHOD I FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22     | CU YD   |          | See Note 2        |               |
|                    | 999ADJ21     | PROTECTION METHOD II FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22    | CU YD   |          | See Note 2        |               |
|                    | 999ADJ22     | PROTECTION METHOD I FOR CONCRETE IN SUPERSTRUCTURES AS PER IDOT Article 503.22                                               | CU YD   |          | See Note 2        |               |
|                    | 999ADJ24     | PROTECTION METHODS I, II or III FOR CONCRETE IN FOOTINGS AS PER IDOT Article 503.22                                          | CU YD   |          | See Note 2        |               |

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**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

| S.P.                                                                                                                   | PAY ITEM NO. | DESIGNATION                                                                 | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------|-------|----------|-------------------|---------------|
|                                                                                                                        | 999ADJ25     | PROTECTION METHODS I FOR CONCRETE IN SLOPE WALLS AS PER IDOT Article 503.22 | SQ YD |          | See Note 2        |               |
|                                                                                                                        | 999ADJ45     | CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT                             | HOUR  |          | 15.00             |               |
| TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)                                                  |              |                                                                             |       |          |                   | 415,000.00    |
| TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID |              |                                                                             |       |          |                   |               |
| BID CREDIT                                                                                                             |              |                                                                             |       |          |                   |               |
| AWARD CRITERIA                                                                                                         |              |                                                                             |       |          |                   |               |

S.P. COLUMN LEGEND

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- \*\*\* INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
- BDE INDICATES IDOT BDE SPECIAL PROVISION
- GBSP INDICATES IDOT GBSP SPECIAL PROVISION
- D1 INDICATES SPECIAL PROVISION

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

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(d) If the WMA or SMA 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 or SMA mix design, they shall construct a test strip for the new mix design at no additional cost to the Illinois Tollway.

| Pay Item Number | Designation                                                         | Unit of Measure |
|-----------------|---------------------------------------------------------------------|-----------------|
| J1406035        | TEST STRIP (STONE MATRIX ASPHALT)                                   | EACH            |
| J1406048        | STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 | TON             |
| J1406510        | WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70                       | TON             |

## **MATERIAL TRANSFER DEVICE (Illinois Tollway)**

**Effective: September 21, 2011**

**Revised: January 24, 2019**

**Description.** This work shall consist of placing binder and surface course stone matrix asphalt mixtures, and all mainline full-depth asphalt pavement mixtures after placement of the first seven inches of asphalt mixtures, according to Section 406 of the Standard Specifications, except that these materials shall be placed using a material transfer device.

**Materials and Equipment.** The material transfer device shall have a minimum surge capacity of 15 tons, shall be self-propelled and capable of moving independent of the paver, and shall be equipped with the following:

- (a) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage.
- (b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 14 tons.
- (c) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the hot-mix asphalt (HMA). The longitudinal paddle mixers shall be located in the paver hopper insert.

### **CONSTRUCTION REQUIREMENTS**

**General.** The material transfer device shall be used for the placement of binder and surface course stone matrix asphalt mixtures placed with a paver including ramps but excluding bridge decks. The material transfer device shall also be used for placement of all mainline full-depth asphalt pavement mixtures after placement of the first seven inches of asphalt mixtures. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

Use of a material transfer device with a roadway contact pressure exceeding 25 psi will be limited to partially completed segments of full-depth asphalt pavement where the thickness of binder in place is 7 inches or greater. A material transfer device can be used on partially completed segments of full-depth asphalt pavement where the thickness of binder in place is 6.25 inches or greater with the following conditions;

- (a) MTD tire pressure is less than 80psi.
- (b) Total axle load (fully loaded) is less than 64,000 lbs.

If the materials transfer device is operating on a concrete pavement, it shall remain 4 feet away from the free edge of the concrete pavement. This distance is measured from center of tire to edge of pavement. A free edge is defined as a longitudinal pavement joint not tied to a concrete pavement lane or shoulder.

**Structures.** The material transfer device may be allowed to travel over structures under the following conditions:

- (a) Approval will be given by the Engineer.
- (b) The vehicle shall be emptied of asphalt mixture prior to crossing the structure and shall travel at crawl speed across the structure.
- (c) The tires of the vehicle shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.

**Method of Measurement.** This work will be measured for payment in tons for all binder and surface course stone matrix asphalt mixture materials, and all mainline full-depth asphalt pavement mixtures after placement of the first seven inches of asphalt mixtures, placed with a material transfer device. Tonnage measurement for the material items paid for at the contract unit price per square yard shall be calculated according to the fifth paragraph of Article 406.13(b) of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per ton for MATERIAL TRANSFER DEVICE.

The various mixtures placed with the material transfer device will be paid for as specified in their respective specifications. The Contractor may choose to use the material transfer device for other applications on this project; however, no additional compensation will be allowed.

| Pay Item Number | Designation              | Unit of Measure |
|-----------------|--------------------------|-----------------|
| J1406037        | MATERIAL TRANSFER DEVICE | TON             |

## HOLIDAY PERIODS

Per Article 701.12 of the Tollway Supplemental Specifications with the following additions:

| Period                         | Dates                                        | Times                                           |
|--------------------------------|----------------------------------------------|-------------------------------------------------|
| Easter Weekend 2020            | April 9, 2020<br>to<br>April 13, 2020        | 12:00 noon, Thursday<br>to<br>9:00 A.M. Monday  |
| Memorial Day Weekend 2020      | May 22, 2020<br>to<br>May 26, 2020           | 12:00 noon, Friday<br>to<br>9:00 A.M. Tuesday   |
| Independence Day Weekend 2020  | July 2, 2020<br>to<br>July 7, 2020           | 12:00 noon, Thursday<br>to<br>9:00 A.M. Tuesday |
| Labor Day Weekend 2020         | September 4, 2020<br>to<br>September 8, 2020 | 12:00 noon, Friday<br>to<br>9:00 A.M. Tuesday   |
| Thanksgiving Weekend 2020      | November 25, 2020<br>to<br>November 30, 2020 | 12:00 noon, Wednesday<br>to<br>9:00 A.M. Monday |
| Christmas/New Year's 2020/2021 | December 22, 2020<br>to<br>January 4, 2021   | 12:00 noon, Tuesday<br>to<br>9:00 A.M. Monday   |

## METHOD OF MEASUREMENT

All maintenance of traffic required to safely set-up the operations for work under this contract shall be considered part of the Lump Sum measurement for MAINTENANCE OF TRAFFIC.

## BASIS OF PAYMENT

This work will be paid for at the contract unit price per LUMP SUM for MAINTENANCE OF TRAFFIC.

| Pay Item Number | Designation            | Unit of Measure |
|-----------------|------------------------|-----------------|
| JS701010        | MAINTENANCE OF TRAFFIC | LUMP SUM        |

**Contract RR-19-4503  
Addendum No. 1**

**J-124R**

**January 30, 2020**

**669.08 Intentionally Left Blank.**

Remove Article 669.09 through Article 669.14

**669.15 Method of Measurement.**

Revised the first paragraph to read as follows;

Non-special waste (Type 1), special waste, and hazardous waste will be measured for payment in accordance with Article 202.07(b) when performing earth excavation and Article 502.12(b) when excavating for structures. At locations shown in the plan and confirmed by analytical testing, the volume of earth excavation in a trench will be measure for payment by using the maximum trench width permitted in the standard specifications and the actual depth of the trench. At locations shown in the plan and confirmed by analytical testing, the volume of earth excavation for drainage, electrical, or fiber structures will be measure for payment by using the maximum dimensions of hole permitted in the standard specifications and the actual depth of the structure. Material from over excavation beyond the specified limits will not be measured for payment.

The volume of excavation will be converted to tons using the following;

- Soil.....dry unit weight of 115.00 lbs. /cu. ft.
- Moisture content....10%

If, at the time the excavated material is weighed, it contains more than 10 percent of absorbed and free moisture by weight, a deduction for the amount of moisture in excess of this amount will be made in determining the pay quantity.

**669.16 Basis of Payment.** Regulated substances monitoring will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for ON-SITE MONITORING OF REGULATED SUBSTANCES.

The installation of engineered barriers will be paid for at the contract unit price per square yard for ENGINEERED BARRIER.

The transportation and disposal of soil and other materials from excavation or incidental excavation up to the pay limits specified in the standard specifications that is determined to be regulated substances, will be paid for at the contract unit price per ton as NON-SPECIAL WASTE DISPOSAL (TYPE 1), or HAZARDOUS WASTE DISPOSAL.. The transportation and disposal of soil and other material from an excavation and classified as either Type 2, Type 3, or Type 4 material will not be paid separately but included in the cost per cubic yard of EARTH EXCAVATION or included in the cost of the associated work item which price shall include PID verification, transportation, facility disposal fees. Rejected loads, will be returned to the project site and stockpiled at a location designated by the Engineer, at no additional cost to the Illinois Tollway.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be

paid for according to Article 109.04.

Backfill plugs will be paid for at the contract unit price per cubic yard for BACKFILL PLUGS.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the contaminants of concern are used oils, non-petroleum material, or unknowns, groundwater samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS GROUNDWATER ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and EPA Methods 6010B and 7470A for metals.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

| Pay Item Number | Designation                                | Unit of Measure |
|-----------------|--------------------------------------------|-----------------|
| JT202008        | NON-SPECIAL WASTE DISPOSAL, TYPE 1         | TON             |
| 66900530        | SOIL DISPOSAL ANALYSIS                     | EACH            |
| 66901002        | ON-SITE MONITORING OF REGULATED SUBSTANCES | CAL DA          |

## **EARTHWORK MANAGEMENT PLANS (Illinois Tollway)**

**Effective: October 18, 2019**

**Description.** This work shall consist of providing earthwork management plans for the earth and rock excavation, furnished material, borrow excavation, unsuitable excavation, topsoil, and embankment work including the excavation of incidental items, performance-based items, structure excavation and channel excavation.

### **REQUIREMENTS**

**General.** The Contractor will be responsible for filling out the A-51 Earthwork Construction Plan (ECP) and A-53 Earthwork Final Construction Report (EFCR) forms as a minimum documentation of the items listed above.

As part of the A-51 ECP, the Contractor(s) or firm(s) performing the regulated substances monitoring, field screening, and/or additional sampling, as defined in special provision Disposal of Regulated Substances and Uncontaminated Soil, for over 300 cubic yards of earthwork excavation shall either be pre-qualified in Hazardous Waste (Simple or Advanced) by IDOT or demonstrate acceptable project experience in remediation and special waste operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using A-51 ECP.

The initial A-51 ECP will be required to be filled out at least 14 days prior to the first excavation on the project.

The Engineer will require up to 14 calendar days for review of the A-51 ECP. The review may involve rejection or revision and resubmittal; in which case, an additional 14 days will be required for each subsequent review. Earthwork shall not commence until the A-51 ECP has been approved by the Engineer. After approval, the A-51 ECP shall be revised and resubmitted to reflect changed conditions in the field.

The Contractor shall be responsible for tracking staging activities between generation, staging, sampling, testing, inspections, and final placement or disposal. Documentation pertaining to staging shall be included in the A-51 ECP to be approved by the Engineer.

The Illinois Tollway will not be responsible for any additional costs incurred, if mismanagement of the temporary staging area by the Contractor results in excess cost expenditure for disposal or other material management requirements.

The A-53 EFCR form shall be filled out prior to contract final completion date in SP 103.1. The Contractor shall submit the A-53 EFCR Form to the Engineer for review and approval.

**Basis of Payment.** The work of preparing, submitting, updating and administering an Earthwork Construction Plan will be paid for at the contract lump sum price for EARTHWORK CONSTRUCTION PLAN.

The work of preparing and submitting and an Earthwork Final Construction Report will be paid for at the contract lump sum price EARTHWORK FINAL CONSTRUCTION REPORT.

| Pay Item Number | Designation                         | Unit of Measure |
|-----------------|-------------------------------------|-----------------|
| JT669030        | EARTHWORK CONSTRUCTION PLAN         | L SUM           |
| JT669040        | EARTHWORK FINAL CONSTRUCTION REPORT | L SUM           |



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4503

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

**CHAIRPERSON:** John Szabo / Brad Fotsch

**LOCATION:** Central Administration Building – Room 175

**ISSUE DATE:** January 29, 2020

**PREPARED BY:** Brad Fotsch

**DISTRIBUTE TO:** Attendees per Sign-In Sheet

### MEETING MINUTES

| Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Responsibility | Due Date |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|
| 1.0  | <u>Introductions</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |          |
| 2.0  | <p><u>Scope of Work</u></p> <p>JS stated the improvements to be constructed under this contract shall be performed along eastbound Jane Addams Memorial Tollway (I-90) between Mile Post 2.6 (Rockton Road) and Mile Post 18.3 (Kishwaukee River Bridge) in Winnebago County, Illinois.</p> <p>The work under this contract includes, but is not limited to:</p> <ol style="list-style-type: none"> <li>1.) I-90 eastbound mainline lane and shoulder pavement repair and patching between Sta. 97+86 to Sta. 925+34.</li> <li>2.) Eastbound ramp pavement repair and patching at interchanges.</li> <li>3.) Overhead sign structure and noise abatement wall repairs.</li> <li>4.) Construction of proposed drainage improvements along I-90.</li> <li>5.) Construction of proposed signing improvements along I-90.</li> <li>6.) Proposed pavement marking improvements along I-90.</li> <li>7.) Construction of roadway safety improvements</li> <li>8.) Maintenance of Traffic</li> <li>9.) Restoration of landscaping for areas described above.</li> </ol> |                |          |



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4503

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 3.0 | <u>DBE and Veteran Small Business Utilization</u><br>MG stated: <ul style="list-style-type: none"> <li>• DBE goal is 27%</li> <li>• Minority participation goal is 6.3%</li> <li>• Female participation goal is 6.9%</li> <li>• Veteran Small Business Utilization Goal is 2.5%</li> <li>• Big Credit Cap is \$125,000.</li> </ul>                                                                                                                                                                                                 |  |  |
| 4.0 | <u>Instructions to Bidders</u><br>JS stated all bids MUST include Disclosures and Certifications otherwise the bid will be deemed non-responsive. See the section of the construction contract book, volume 1 titled INSTRUCTIONS AND INFORMATION TO BIDDERS for additional information.                                                                                                                                                                                                                                           |  |  |
| 5.0 | <u>Project Schedule</u><br>BF stated: <ul style="list-style-type: none"> <li>• S.P. 103.1 Contract Completion Date – October 30, 2020</li> <li>• S.P. 103.2 Substantial Completion Date – October 1, 2020</li> <li>• S.P. 104 Notice to Proceed – April 30, 2020</li> <li>• S.P. 105 Liquidated Damages for Delay(s) and Incentive Plan(s)</li> <li>• Non-completion per S.P. 103.1 – \$7,500 per day</li> <li>• Non-completion per S.P. 103.2 – \$7,500 per day</li> <li>• Completion Incentive Payment Plan(s) – none</li> </ul> |  |  |
| 6.0 | <u>S.P. 106 Coordination with State and Local Agencies</u><br>BF stated: <ul style="list-style-type: none"> <li>• S.P. 106.1 Illinois Department of Transportation – District 2</li> <li>• S.P. 106.2 Winnebago County</li> <li>• S.P. 106.3 City of Loves Park</li> </ul>                                                                                                                                                                                                                                                         |  |  |
| 7.0 | <u>S.P. 106.6 Coordination with Other Contractors</u><br>BF stated: <ul style="list-style-type: none"> <li>• RR-18-4443 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); Toll Plaza 1 (Mile Post</li> </ul>                                                                                                                                                                                                                                                                                                   |  |  |



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4503

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|      | <p>3.3) to East Riverside Boulevard (Mile Post 13.0)</p> <ul style="list-style-type: none"> <li>• RR-18-4444 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); East Riverside Boulevard (Mile Post 13.0) to east of Genoa Road (Mile Post 25.4)</li> <li>• RR-19-4487 Westbound Pavement and Structural Preservation and Rehabilitation; Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3) and Toll Plaza 2 Improvements (Mile Post 12.3)</li> <li>• RR-19-4502 Crossroad Structural Preservation and Rehabilitation; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)</li> <li>• RR-19-4504 Grading Improvements; Jane Addams Memorial Tollway (I-90); State Street (Mile Post 15.4)</li> <li>• RR-19-4505 Lighting Upgrades and LED Retrofit; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to I-39 Interchange (Mile Post 17.85)</li> </ul> |  |  |
| 8.0  | <p><u>S.P. 107.1 Engineering Professional Liability Insurance</u><br/>BF stated:</p> <ul style="list-style-type: none"> <li>• Required for overhead sign structure work and noise abatement wall repairs.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| 9.0  | <p><u>Addendum</u><br/>BF stated that Addendum No. 1 will be released no later than Wednesday, January 29, 2020 – may be sooner if necessary.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |
| 10.0 | <p><u>Questions Received to Date</u><br/>JS stated:</p> <ul style="list-style-type: none"> <li>• Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention John Szabo (Tollway Design Project Manager), email jszabo@getipass.com, to be received no later than 2:00 p.m. local time on</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4503

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

|  |                                                                                                                               |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | Wednesday, January 22, 2020. <ul style="list-style-type: none"><li>• There have been no questions received to date.</li></ul> |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------|--|--|

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

**Next Meeting Date:** N/A



# Capital Program

## MEETING AGENDA

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4503  
Eastbound Pavement and Structural Preservation and Rehabilitation  
Jane Addams Memorial Tollway (I-90)  
Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

**CHAIRPERSON:** John Szabo / Brad Fotsch

**LOCATION:** Central Administration Building – Room 175

### AGENDA TOPICS

---

- 1.0 Introductions
- 2.0 Scope of Work
- 3.0 DBE and Veteran Small Business Utilization
  - 3.1 DBE Utilization Goal of 27%
  - 3.2 Veteran Small Business Utilization Goal of 2.5%
- 4.0 Instructions to Bidders
  - 4.1 All bids MUST include Disclosures and Certifications otherwise the bid will be deemed non-responsive. See the section of the Construction Contract Book, Volume I titled INSTRUCTIONS AND INFORMATION TO BIDDERS for additional information.
- 5.0 Project Schedule
  - 5.1 S.P. 103.1 Contract Completion Date – October 30, 2020
  - 5.2 S.P. 103.2 Substantial Completion Date – October 1, 2020
  - 5.3 S.P. 104 Notice to Proceed – April 30, 2020
  - 5.4 S.P. 105 Liquidated Damages for Delay(s) and Incentive Plan(s)
    - 5.4.1 Non-completion per S.P. 103.1 – \$7,500 per day
    - 5.4.2 Non-completion per S.P. 103.2 – \$7,500 per day
    - 5.4.3 Completion Incentive Payment Plan(s) – none
- 6.0 S.P. 106 Coordination with State and Local Agencies
  - 6.1 S.P. 106.1 Illinois Department of Transportation – District 2
  - 6.2 S.P. 106.2 Winnebago County
  - 6.3 S.P. 106.3 City of Loves Park



# Capital Program

## MEETING AGENDA

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4503  
Eastbound Pavement and Structural Preservation and Rehabilitation  
Jane Addams Memorial Tollway (I-90)  
Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

- 7.0 S.P. 106.6 Coordination with Other Contractors
  - 7.1 RR-18-4443 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); Toll Plaza 1 (Mile Post 3.3) to East Riverside Boulevard (Mile Post 13.0)
  - 7.2 RR-18-4444 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); East Riverside Boulevard (Mile Post 13.0) to east of Genoa Road (Mile Post 25.4)
  - 7.3 RR-19-4487 Westbound Pavement and Structural Preservation and Rehabilitation; Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3) and Toll Plaza 2 Improvements (Mile Post 12.3)
  - 7.4 RR-19-4502 Crossroad Structural Preservation and Rehabilitation; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)
  - 7.5 RR-19-4504 Grading Improvements; Jane Addams Memorial Tollway (I-90); State Street (Mile Post 15.4)
  - 7.6 RR-19-4505 Lighting Upgrades and LED Retrofit; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to I-39 Interchange (Mile Post 17.85)
- 8.0 S.P. 107.1 Engineering Professional Liability Insurance
  - 8.1 Required for overhead sign structure work and noise abatement wall repairs.
- 9.0 Addendum
  - 9.1 Addendum No. 1 will be released no later than Wednesday, January 29, 2020 – may be sooner if necessary.
- 10.0 Questions Received to Date
  - 10.1 Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention John Szabo (Tollway Design Project Manager), email [jszabo@getipass.com](mailto:jszabo@getipass.com), to be received no later than 2:00 p.m. local time on Wednesday, January 22, 2020.
  - 10.2 There have been no questions received to date.
- 11.0 Open Discussion



# Capital Program

## SIGN-IN SHEET

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
 RR-19-4503  
 Eastbound Pavement and Structural Preservation and  
 Rehabilitation  
 Jane Addams Memorial Tollway (I-90)  
 Rockton Road (Mile Post 2.6) to Kishwaukee River  
 Bridge (Mile Post 18.3)

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

**CHAIRPERSON:** John Szabo / Brad Fotsch

**LOCATION:** Central Administration; Conference Room 175

### ATTENDEES

|     | Name                        | Title                                 | Company/<br>Organization     | Phone<br>Number           | Email                                  |
|-----|-----------------------------|---------------------------------------|------------------------------|---------------------------|----------------------------------------|
| 1.  | Laura Durkin                | General Manager of Contract Services  | Illinois Tollway             | (630) 241-6800<br>x. 4802 | ldurkin@getipass.com                   |
| 2.  | Ed Flores                   | Deputy Program Manager                | Illinois Tollway             | (630) 241-6800<br>x. 4800 | eduardo.flores@getipass.com            |
| 3.  | Grace Gomez                 | Contract Analyst                      | Illinois Tollway             | (630) 241-6800<br>x. 4836 | ggomez@getipass.com                    |
| 4.  | Michelle Gross <i>MG</i>    | Diversity Consultant                  | Illinois Tollway / Diversity | (630) 241-6800<br>x. 1916 | mgross@getipass.com                    |
| 5.  | Sainey Jobe                 | Deputy Chief of Contract Compliance   | Illinois Tollway             | (630) 241-6800<br>x. 4619 | sjobe@getipass.com                     |
| 6.  | Shelley Jones               | Senior Manager of Program Development | Illinois Tollway             | (630) 241-6800<br>x. 1920 | sjones@getipass.com                    |
| 7.  | Greg Stukel                 | Deputy Chief Engineer                 | Illinois Tollway             | (630) 241-6800<br>x. 4929 | gstukel@getipass.com                   |
| 8.  | John Szabo <i>JS</i>        | Project Manager                       | Illinois Tollway             | (630) 241-6800<br>x. 6213 | jszabo@getipass.com                    |
| 9.  | Carlos Tibbs                | Project Manager                       | Illinois Tollway             | (630) 241-6800<br>x. 4871 | ctibbs@getipass.com                    |
| 10. | Ryan Hanks                  | Project Manager                       | Illinois Tollway / GEC       | (630) 241-6800<br>x. 4185 | Ryan.Hanks@wsp.com                     |
| 11. | Joe Pitlik                  | Risk and Systemwide Service Manager   | Illinois Tollway / GEC       | (630) 241-6800<br>x. 4156 | Joseph.Pitlik@wsp.com                  |
| 12. | Adam Reinke                 | Design Manager                        | Illinois Tollway / GEC       | (630) 241-6800<br>x. 4186 | Adam.Reinke@wsp.com                    |
| 13. | Michael Valentino <i>MV</i> | Systemwide Corridor Manager           | Illinois Tollway / GEC       | (630) 241-6800<br>x. 4321 | Michael.Valentino@sanchezsurveying.com |



# Capital Program

## SIGN-IN SHEET

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
 RR-19-4503  
 Eastbound Pavement and Structural Preservation and  
 Rehabilitation  
 Jane Addams Memorial Tollway (I-90)  
 Rockton Road (Mile Post 2.6) to Kishwaukee River  
 Bridge (Mile Post 18.3)

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

|     | Name                    | Title                           | Company/<br>Organization                | Phone<br>Number           | Email                                 |
|-----|-------------------------|---------------------------------|-----------------------------------------|---------------------------|---------------------------------------|
| 14. | Rick Young              | Design Review<br>Manager        | Illinois Tollway / GEC                  | (630) 241-6800<br>x. 4265 | ryoung@knightea.com                   |
| 15. | Jim Mayer               | Engineering Manager             | Illinois Tollway / PMO                  | (630) 241-6800<br>x. 4231 | jmayer@getipass.com                   |
| 16. | John Stevens            | Program Construction<br>Manager | Illinois Tollway / PMO                  | (630) 241-6800<br>x. 4179 | jstevens@getipass.com                 |
| 17. | Brad Fotsch <i>BRF</i>  | Senior Engineer                 | Crawford, Murphy &<br>Tilly, Inc. (CMT) | (630) 907-7058            | bfotsch@cmtengr.com                   |
| 18. | Kevin Nelson <i>KON</i> | Vice President                  | Crawford, Murphy &<br>Tilly, Inc. (CMT) | (630) 907-7022            | knelson@cmtengr.com                   |
| 19. | <i>Greg<br/>Shelton</i> |                                 | <i>Rock Road Co Inc</i>                 | <i>608 752-3944</i>       | <i>bids@rockroads.com</i>             |
| 20. | <i>Dave<br/>Munson</i>  | <i>Estimator</i>                | <i>William<br/>Charles Construction</i> | <i>815-654-<br/>4027</i>  | <i>Dave.munson@williamcharles.com</i> |
| 21. |                         |                                 |                                         |                           |                                       |
| 22. |                         |                                 |                                         |                           |                                       |
| 23. |                         |                                 |                                         |                           |                                       |
| 24. |                         |                                 |                                         |                           |                                       |
| 25. |                         |                                 |                                         |                           |                                       |
| 26. |                         |                                 |                                         |                           |                                       |
| 27. |                         |                                 |                                         |                           |                                       |
| 28. |                         |                                 |                                         |                           |                                       |
| 29. |                         |                                 |                                         |                           |                                       |



# Capital Program

## SIGN-IN SHEET

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4503  
Eastbound Pavement and Structural Preservation and  
Rehabilitation  
Jane Addams Memorial Tollway (I-90)  
Rockton Road (Mile Post 2.6) to Kishwaukee River  
Bridge (Mile Post 18.3)

**MEETING DATE/TIME:** January 14, 2020 at 2:30 PM

|     | Name | Title | Company/<br>Organization | Phone<br>Number | Email |
|-----|------|-------|--------------------------|-----------------|-------|
| 30. |      |       |                          |                 |       |
| 31. |      |       |                          |                 |       |
| 32. |      |       |                          |                 |       |
| 33. |      |       |                          |                 |       |
| 34. |      |       |                          |                 |       |
| 35. |      |       |                          |                 |       |
| 36. |      |       |                          |                 |       |
| 37. |      |       |                          |                 |       |
| 38. |      |       |                          |                 |       |
| 39. |      |       |                          |                 |       |
| 40. |      |       |                          |                 |       |
| 41. |      |       |                          |                 |       |
| 42. |      |       |                          |                 |       |
| 43. |      |       |                          |                 |       |
| 44. |      |       |                          |                 |       |

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4503**

**Date: January 30, 2020**

**Re: Requests for Information Received from Plan Holders  
Contract RR-19-4503**

---

**NOTICE TO PLAN HOLDERS**

The following questions have been received from contractors interested in the Illinois Tollway Contract RR-19-4503. The Illinois Tollway offers the following responses to all plan holders.

QUESTION 1: Please clarify if there will be any length or maximum distance restrictions on lane closures and shoulder closures.

*RESPONSE 1: There will be no limitations on the length or maximum distance restrictions for lane and shoulder closures.*

QUESTION 2: Please confirm if an HMA test strip will be required and if this will be incidental. Reference specifications page J-82 part 10 Method Of Measurement that identifies these will be measured per EA. There is currently no pay item for test strips.

*RESPONSE 2: An HMA test strip will be required and it is not incidental to any other work. Pay item JI406035 – TEST STRIP (STONE MATRIX ASPHALT) has been added. Special Provision for ASPHALT PAVEMENT CONSTRUCTION has been revised to include pay item JI406035 – TEST STRIP (STONE MATRIX ASPHALT) in the Basis of Payment table.*

QUESTION 3: Will an MTD be required on the SMA as its not a pay item?

*RESPONSE 3: A Material Transfer Device (MTD) will be required for the placement of the Stone Matrix Warm Mix Asphalt (SMA). Pay item JI406037 – MATERIAL TRANSFER DEVICE has been added. Special Provision for MATERIAL TRANSFER DEVICE has been added.*

# TABLE OF CONTENTS

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| Construction Bid Check List            | CL-1 – CL-3   |
| Instruction and Information to Bidders | I-1 thru I-10 |

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# **PART I - INSTRUCTIONS**

**Bid Schedule and Information**

**A-1**

**Construction Bid Checklist**

**CL-1 – CL-3**

**Instruction and information to Bidders**

**I-1 – I-10**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

**CONTRACT NO: RR-19-4503**

Sealed Bids for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, February 6, 2020, at which time the Bids will be opened, and the bids read aloud.

An **optional pre-bid meeting** is scheduled for January 14, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 2:30 PM.

The work to be done under this Contract shall begin on or about April 30, 2020. All work under this Contract shall be completed by October 30, 2020. The location of services to be performed on the Eastbound Jane Addams Memorial Tollway (I-90) between Mile Post 2.6 (Rockton Road) and Mile Post 18.3 (Kishwaukee River Bridge) in Winnebago County, Illinois. The scope of the work shall consist of the following: pavement and shoulder patching; ramp pavement repairs and patching; overhead sign structure, retaining wall and noise abatement wall repairs; drainage improvements; signing improvements; pavement marking installation; landscaping and erosion control; and maintenance of traffic.

Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).

IDOT Prequalification required: **Yes**

If 'NO', ignore any reference to IDOT Prequalification within the remainder of this document.

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

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

**There are NO EXCEPTIONS.**

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention jszabo@getipass.com, to be received no later than 2:00 p.m. local time on January 22, 2020.

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

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

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

**DATE: January 3, 2020**

Curran @

RR-19-4503 (ML/CA 2/6/2020)

| <b>Documents Required with the Bid</b><br>Bidder should use this checklist to ensure that all required documents are completed and included with its bid.                                                |                                                               |                                                                                                                                                                                                            |                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------|
| Required Documents                                                                                                                                                                                       | Reference Volume I                                            | Comments and Important Information                                                                                                                                                                         |                                                                      | Included with Bid |
| Forms A (22 pages)<br>or<br>Forms B (3 or more pages)                                                                                                                                                    | Section N                                                     | Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.                                                                                                            | If a Joint Venture, must be submitted for each Joint Venture Partner | ✓                 |
| <b>Disadvantaged Business Enterprise</b> <ul style="list-style-type: none"> <li>• DBE 2026-Utilization Plan ✓</li> <li>• DBE 2025 (s) ✓</li> <li>• DBE 2023 if needed ✗</li> </ul>                       | Section I #27 DBE Special Provision                           | Required for all solicitations with DBE goals. The DBE 2025 form should be submitted with the bid. See DBE Special Provision for additional information. If goal is 0% the forms are not required.         |                                                                      | ✓                 |
| <b>Veteran Small Business Participation and Utilization</b> <ul style="list-style-type: none"> <li>• VOSB 2026-Utilization Plan ✓</li> <li>• VOSB 2025 (s) ✓</li> <li>• VOSB 2023 if needed ✓</li> </ul> | Section I #28 VOSB Special Provision                          | Required for all solicitations with Veteran goals. The VOSB 2025 form should be submitted with the bid. See Veterans Special Provision for additional information. If goal is 0% the form is not required. |                                                                      | ✓                 |
| <b>Equal Employment Opportunity EEO 1256</b>                                                                                                                                                             | Section I #29 & EEO Special Provision                         | Required for all solicitations with Equal Employment Opportunity goals.                                                                                                                                    |                                                                      | ✓                 |
| <b>Optional Bid Credit Incentive Program Certificates</b>                                                                                                                                                | Section I #30 Bid Credit Incentive Programs Special Provision | If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information                                            |                                                                      | ✓                 |
| <b>Page P-1 with Addendum noted,</b><br><b>Page P-2 with Bid Guaranty completed,</b><br><b>Page P-3 completed with signatures,</b><br><b>P-4</b>                                                         | Section I-#4 P-Pages                                          | Fill in all available pay item prices with values of \$0.01 or greater.                                                                                                                                    |                                                                      | ✓                 |

|                                                                              |                               |                                                                                                                                                                   |   |
|------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| <b>Bid Bond, Signature and Corporate Seal</b>                                | Page 2 and 3 of the "P" Pages | If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner. | ✓ |
| <b>Preferences, Contacts and Affidavit</b>                                   | Section R                     | If a Joint Venture, must be submitted for each Joint Venture Partner.                                                                                             | ✓ |
| <b>Non-Collusion Affidavit</b>                                               | Page R-4                      | If a Joint Venture, must be submitted for each Joint Venture Partner                                                                                              | ✓ |
| <b>IDOT Certificate of Eligibility (If required—See Page A-1)</b>            | <del>A-1</del> & Section I #9 | If a Joint Venture, required from each Joint Venture Partner (If required)                                                                                        | ✓ |
| <b>Tollway Standard Terms &amp; Conditions</b>                               | Section TC                    | If a Joint Venture, must be submitted for each Joint Venture Partner                                                                                              | ✓ |
| <b>Plant and Equipment Questionnaire and Current Contractual Obligations</b> | Section I #9 & Section S      | If a Joint Venture, submit for each Joint Venture partner.                                                                                                        |   |
| <b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>              | Section I #37                 | If a Joint Venture, must be submitted for each Joint Venture Partner                                                                                              | ✓ |

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

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

T pages ~~is~~ is not here.

## Documents Required with the Bid

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

| Required Documents                                                                                                                                                                                 | Reference Volume I                                               | Comments and Important Information                                                                                                                                                                         | Included with Bid<br>✓ |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>Forms A (22 pages) or Forms B (3 or more pages)</b>                                                                                                                                             | Section N                                                        | Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive. <span style="float: right;">If a Joint Venture, must be submitted for each Joint Venture Partner</span>    |                        |
| <b>Disadvantaged Business Enterprise</b> <ul style="list-style-type: none"> <li>• DBE 2026-Utilization Plan</li> <li>• DBE 2025 (s)</li> <li>• DBE 2023 if needed</li> </ul>                       | Section I #27<br>DBE Special Provision                           | Required for all solicitations with DBE goals. The DBE 2025 form should be submitted with the bid. See DBE Special Provision for additional information. If goal is 0% the forms are not required.         |                        |
| <b>Veteran Small Business Participation and Utilization</b> <ul style="list-style-type: none"> <li>• VOSB 2026-Utilization Plan</li> <li>• VOSB 2025 (s)</li> <li>• VOSB 2023 if needed</li> </ul> | Section I #28<br>VOSB Special Provision                          | Required for all solicitations with Veteran goals. The VOSB 2025 form should be submitted with the bid. See Veterans Special Provision for additional information. If goal is 0% the form is not required. |                        |
| <b>Equal Employment Opportunity EEO 1256</b>                                                                                                                                                       | Section I #29<br>& EEO Special Provision                         | Required for all solicitations with Equal Employment Opportunity goals.                                                                                                                                    |                        |
| <b>Optional Bid Credit Incentive Program Certificates</b>                                                                                                                                          | Section I #30<br>Bid Credit Incentive Programs Special Provision | If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information                                            |                        |
| <b>Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4</b>                                                                                 | Section I-#4<br>P-Pages                                          | Fill in all available pay item prices with values of \$0.01 or greater.                                                                                                                                    |                        |

|                                                                              |                               |                                                                                                                                                                   |  |
|------------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Bid Bond, Signature and Corporate Seal</b>                                | Page 2 and 3 of the "P" Pages | If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner. |  |
| <b>Preferences, Contacts and Affidavit</b>                                   | Section R                     | If a Joint Venture, must be submitted for each Joint Venture Partner.                                                                                             |  |
| <b>Non-Collusion Affidavit</b>                                               | Page R-4                      | If a Joint Venture, must be submitted for each Joint Venture Partner                                                                                              |  |
| <b>IDOT Certificate of Eligibility (If required—See Page A-1)</b>            | A-1 & Section I #9            | If a Joint Venture, required from each Joint Venture Partner (If required)                                                                                        |  |
| <b>Tollway Standard Terms &amp; Conditions</b>                               | Section TC                    | If a Joint Venture, must be submitted for each Joint Venture Partner                                                                                              |  |
| <b>Plant and Equipment Questionnaire and Current Contractual Obligations</b> | Section I #9 & Section S      | If a Joint Venture, submit for each Joint Venture partner.                                                                                                        |  |
| <b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>              | Section I #37                 | If a Joint Venture, must be submitted for each Joint Venture Partner                                                                                              |  |

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

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

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

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

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

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

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

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

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

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

### **3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)**

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

### **4. SCHEDULE OF PRICES**

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

### **5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS**

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

### **6. BID GUARANTY**

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

### **7. WAGE STIPULATIONS**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the locality (county) where the work is performed. The Code requires vendors awarded certain service contracts to pay service workers no less than the general prevailing wage rate of hourly wages (hourly cash wages plus amount for fringe benefits in the locality (county) where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. For information regarding current prevailing

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

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

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

## **AMENDMENTS TO PREVAILING WAGE LAW**

Effective July 16, 2014, the Prevailing Wage Act has been amended. Below is a summary of some of the important changes that may affect you:

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 15<sup>th</sup>** of the following month.
- Payroll records must be kept for five (5) years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for four (4) years with no right to a hearing.

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

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

## 8. **NON-COLLUSION AFFIDAVIT**

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

9. **QUALIFICATIONS OF BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **TOLLWAY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **RESERVED**

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

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHFx Digital Imaging at: [www.illinoistollwaybidding.com](http://www.illinoistollwaybidding.com).

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

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

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

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

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399  
Illinois Relay: (800) 526-0844

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

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

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

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

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

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

[http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR\\_Number.aspx](http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx)

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- **CONSTRUCTIONWORKS PROGRAM**

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

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

- **EARNED CREDIT PROGRAM**

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

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

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

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

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

### 31. **REPORTING OF COMMUNICATIONS WITH VENDORS**

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

### 32. **INITIAL CONTACT INFORMATION**

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

33. **WEB-BASED PROJECT MANAGEMENT**

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

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

34. **SUBCONTRACTOR DISCLOSURE**

The bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors that will be utilized in the performance of this contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this contract. The State may request updated information at any time. For purposes of this section, sub-contractor means a person or entity that enters into a contractual agreement with a person or entity who has a contract with the Illinois Tollway pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary Illinois Tollway contract. A person or entity is not a sub-contractor if that person only provides goods or supplies that are incidental to the performance of a contract by a person who holds the contract with the Illinois Tollway. In no event shall a sub-contractor be allowed to start work prior to approval by the Tollway.

35. **PROCUREMENT COMPLIANCE MONITORS**

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

36. **PUBLICITY**

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

37. **RESPONSIBLE BIDDER AFFIDAVIT**

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

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

The Contractor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (21) days following any change in facts or circumstances that might impact the contractor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include but are not limited to changes in the Contractor's Certification/Disclosure Forms, the contractor's IDOT pre-qualification status, or certification or licensing required for this project. Additionally, the contractor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the contractor, or any of its principals, that might occur while this contract is in effect. The reporting requirement does not apply to common offenses, including but not limited to minor/traffic offenses.

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

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

**39. RECORD RETENTION AND AUDIT**

The contractor shall maintain in the State of Illinois, for a minimum of five (5) years from the latter of the date of completion of the contract or the date of final payment under the contract, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the contract. The five (5) year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The contractor shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the Tollway's Inspector General, Internal Audit or other Tollway agents at all reasonable times and without prior notice.

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

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

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

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

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

40. **INSPECTOR GENERAL**

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

41. **ACCEPTANCE OF SCANNED SIGNATURES**

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

42. **EXPATRIATED ENTITIES**

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

## **PART II: Bid Requirements**

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

## Winnebago County Prevailing Wage Rates posted on 12/16/2019

| Trade Title              | Rg  | Type | C | Base  | Foreman | Overtime |     |     |     | H/W   | Pension | Vac  | Trng | Other Ins |
|--------------------------|-----|------|---|-------|---------|----------|-----|-----|-----|-------|---------|------|------|-----------|
|                          |     |      |   |       |         | M-F      | Sa  | Su  | Hol |       |         |      |      |           |
| ASBESTOS ABT-GEN         | All | BLD  |   | 39.08 | 40.08   | 1.5      | 1.5 | 2.0 | 2.0 | 9.12  | 19.21   | 0.00 | 0.80 |           |
| ASBESTOS ABT-MEC         | All | BLD  |   | 18.95 | 0.00    | 1.5      | 1.5 | 2.0 | 2.0 | 2.70  | 3.35    | 0.00 | 0.00 |           |
| BOILERMAKER              | All | BLD  |   | 50.51 | 55.05   | 2.0      | 2.0 | 2.0 | 2.0 | 6.97  | 14.65   | 0.00 | 1.10 |           |
| BRICK MASON              | All | BLD  |   | 42.30 | 45.05   | 1.5      | 1.5 | 2.0 | 2.0 | 11.88 | 14.40   | 0.00 | 0.95 |           |
| CARPENTER                | All | BLD  |   | 40.58 | 45.04   | 1.5      | 1.5 | 2.0 | 2.0 | 11.35 | 15.86   | 0.00 | 0.73 |           |
| CARPENTER                | All | HWY  |   | 45.10 | 46.85   | 1.5      | 1.5 | 2.0 | 2.0 | 11.35 | 16.00   | 0.00 | 0.73 |           |
| CEMENT MASON             | All | ALL  |   | 37.75 | 40.50   | 1.5      | 1.5 | 2.0 | 2.0 | 12.05 | 17.58   | 0.00 | 0.50 |           |
| CERAMIC TILE FINISHER    | All | BLD  |   | 35.69 | 35.69   | 1.5      | 1.5 | 2.0 | 2.0 | 10.60 | 8.24    | 0.00 | 0.81 |           |
| COMMUNICATION TECHNICIAN | All | BLD  |   | 41.00 | 45.10   | 1.5      | 1.5 | 2.0 | 2.0 | 13.74 | 15.02   | 0.00 | 0.82 |           |
| ELECTRIC PWR EQMT OP     | All | ALL  |   | 43.71 | 59.52   | 1.5      | 1.5 | 2.0 | 2.0 | 6.00  | 13.55   | 0.00 | 0.77 | 1.31      |
| ELECTRIC PWR EQMT OP     | All | HWY  |   | 41.45 | 56.38   | 1.5      | 1.5 | 2.0 | 2.0 | 5.50  | 12.87   | 0.00 | 0.73 |           |
| ELECTRIC PWR GRNDMAN     | All | ALL  |   | 33.69 | 59.52   | 1.5      | 1.5 | 2.0 | 2.0 | 6.00  | 10.44   | 0.00 | 0.59 | 1.01      |
| ELECTRIC PWR GRNDMAN     | All | HWY  |   | 32.00 | 56.38   | 1.5      | 1.5 | 2.0 | 2.0 | 5.50  | 9.92    | 0.00 | 0.66 |           |
| ELECTRIC PWR LINEMAN     | All | ALL  |   | 52.44 | 59.52   | 1.5      | 1.5 | 2.0 | 2.0 | 6.00  | 16.27   | 0.00 | 0.93 | 1.58      |
| ELECTRIC PWR LINEMAN     | All | HWY  |   | 49.67 | 56.38   | 1.5      | 1.5 | 2.0 | 2.0 | 5.50  | 15.40   | 0.00 | 0.88 |           |
| ELECTRIC PWR TRK DRV     | All | ALL  |   | 34.90 | 59.52   | 1.5      | 1.5 | 2.0 | 2.0 | 6.00  | 10.83   | 0.00 | 0.62 | 1.05      |
| ELECTRIC PWR TRK DRV     | All | HWY  |   | 33.14 | 56.38   | 1.5      | 1.5 | 2.0 | 2.0 | 5.50  | 10.29   | 0.00 | 0.59 |           |
| ELECTRICIAN              | All | BLD  |   | 47.89 | 52.68   | 1.5      | 1.5 | 2.0 | 2.0 | 13.74 | 20.44   | 0.00 | 0.96 |           |
| ELEVATOR CONSTRUCTOR     | All | BLD  |   | 52.09 | 58.60   | 2.0      | 2.0 | 2.0 | 2.0 | 15.57 | 9.96    | 4.17 | 0.62 |           |
| GLAZIER                  | All | BLD  |   | 41.03 | 42.03   | 1.5      | 1.5 | 1.5 | 2.0 | 12.30 | 9.05    | 0.00 | 1.25 |           |
| HEAT/FROST INSULATOR     | All | BLD  |   | 33.83 | 36.87   | 1.5      | 1.5 | 2.0 | 2.0 | 9.10  | 20.67   | 0.00 | 0.48 |           |
| IRON WORKER              | All | ALL  |   | 39.39 | 45.30   | 2.0      | 2.0 | 2.0 | 2.0 | 12.27 | 25.42   | 0.00 | 1.20 |           |
| LABORER                  | All | BLD  |   | 34.78 | 35.78   | 1.5      | 1.5 | 2.0 | 2.0 | 9.12  | 19.21   | 0.00 | 0.80 |           |
| LABORER                  | All | HWY  |   | 36.13 | 36.88   | 1.5      | 1.5 | 2.0 | 2.0 | 9.12  | 23.21   | 0.00 | 0.80 |           |
| LABORER, SKILLED         | All | HWY  |   | 39.08 | 39.83   | 1.5      | 1.5 | 2.0 | 2.0 | 9.12  | 23.21   | 0.00 | 0.80 |           |
| LATHER                   | All | BLD  |   | 40.58 | 45.04   | 1.5      | 1.5 | 2.0 | 2.0 | 11.35 | 15.86   | 0.00 | 0.73 |           |
| MACHINIST                | All | BLD  |   | 48.93 | 51.43   | 1.5      | 1.5 | 2.0 | 2.0 | 7.68  | 8.95    | 1.85 | 1.32 |           |
| MARBLE FINISHER          | All | BLD  |   | 35.69 | 35.69   | 1.5      | 1.5 | 2.0 | 2.0 | 10.60 | 8.24    | 0.00 | 0.81 |           |
| MARBLE MASON             | All | BLD  |   | 38.52 | 41.02   | 1.5      | 1.5 | 2.0 | 2.0 | 10.60 | 10.40   | 0.00 | 0.86 |           |
| MATERIAL TESTER I        | All | ALL  |   | 39.08 | 39.83   | 1.5      | 1.5 | 2.0 | 2.0 | 9.12  | 23.21   | 0.00 | 0.80 |           |
| MATERIALS TESTER II      | All | ALL  |   | 39.08 | 39.83   | 1.5      | 1.5 | 2.0 | 2.0 | 9.12  | 23.21   | 0.00 | 0.80 |           |

|                    |     |     |   |       |       |     |     |     |     |       |       |      |      |      |
|--------------------|-----|-----|---|-------|-------|-----|-----|-----|-----|-------|-------|------|------|------|
| MILLWRIGHT         | All | BLD |   | 41.42 | 45.56 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 16.45 | 0.00 | 0.75 | 0.20 |
| OPERATING ENGINEER | All | BLD | 1 | 46.80 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | BLD | 2 | 46.10 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | BLD | 3 | 43.65 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | BLD | 4 | 41.65 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | BLD | 5 | 50.55 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | BLD | 6 | 49.80 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | BLD | 7 | 46.80 | 50.80 | 2.0 | 2.0 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | HWY | 1 | 46.65 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | HWY | 2 | 46.10 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | HWY | 3 | 44.80 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | HWY | 4 | 43.35 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | HWY | 5 | 41.90 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | HWY | 6 | 49.65 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| OPERATING ENGINEER | All | HWY | 7 | 47.65 | 50.65 | 1.5 | 1.5 | 2.0 | 2.0 | 20.50 | 15.80 | 2.35 | 1.55 |      |
| PAINTER            | All | ALL |   | 40.65 | 42.65 | 1.5 | 1.5 | 1.5 | 2.0 | 12.43 | 9.88  | 0.00 | 1.35 |      |
| PILEDRIIVER        | All | BLD |   | 41.00 | 45.51 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 14.61 | 0.00 | 0.73 |      |
| PILEDRIIVER        | All | HWY |   | 46.10 | 47.85 | 1.5 | 1.5 | 2.0 | 2.0 | 11.35 | 16.00 | 0.00 | 0.73 |      |
| PIPEFITTER         | All | BLD |   | 50.00 | 53.50 | 1.5 | 1.5 | 2.0 | 2.0 | 9.25  | 12.40 | 0.00 | 1.95 |      |
| PLASTERER          | All | BLD |   | 34.78 | 38.26 | 1.5 | 1.5 | 2.0 | 2.0 | 11.80 | 18.94 | 0.00 | 0.50 |      |
| PLUMBER            | All | BLD |   | 50.00 | 53.50 | 1.5 | 1.5 | 2.0 | 2.0 | 9.25  | 12.40 | 0.00 | 1.95 |      |
| ROOFER             | All | BLD |   | 44.60 | 48.60 | 1.5 | 1.5 | 2.0 | 2.0 | 10.58 | 13.31 | 0.00 | 0.70 |      |
| SHEETMETAL WORKER  | All | BLD |   | 42.89 | 46.32 | 1.5 | 1.5 | 2.0 | 2.0 | 8.38  | 20.28 | 0.00 | 0.50 |      |
| SPRINKLER FITTER   | All | BLD |   | 44.26 | 47.01 | 1.5 | 1.5 | 2.0 | 2.0 | 10.02 | 12.39 | 0.00 | 0.52 |      |
| STONE MASON        | All | BLD |   | 42.30 | 45.05 | 1.5 | 1.5 | 2.0 | 2.0 | 11.88 | 14.40 | 0.00 | 0.95 |      |
| TERRAZZO FINISHER  | All | BLD |   | 35.69 | 35.69 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 8.24  | 0.00 | 0.81 |      |
| TERRAZZO MASON     | All | BLD |   | 38.52 | 41.02 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 10.40 | 0.00 | 0.86 |      |
| TILE LAYER         | All | BLD |   | 39.40 | 43.73 | 1.5 | 1.5 | 2.0 | 2.0 | 10.39 | 13.90 | 0.00 | 0.60 |      |
| TILE MASON         | All | BLD |   | 38.52 | 41.02 | 1.5 | 1.5 | 2.0 | 2.0 | 10.60 | 10.40 | 0.00 | 0.86 |      |
| TRUCK DRIVER       | All | ALL | 1 | 38.06 | 42.18 | 1.5 | 1.5 | 1.5 | 2.0 | 13.00 | 6.37  | 0.00 | 0.25 |      |
| TRUCK DRIVER       | All | ALL | 2 | 35.17 | 0.00  | 1.5 | 1.5 | 2.0 | 2.0 | 8.60  | 8.60  | 0.00 | 0.20 |      |
| TRUCK DRIVER       | All | ALL | 3 | 39.23 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37  | 0.00 | 0.25 |      |
| TRUCK DRIVER       | All | ALL | 4 | 39.23 | 42.18 | 1.5 | 1.5 | 2.0 | 2.0 | 13.00 | 6.37  | 0.00 | 0.25 |      |
| TUCKPOINTER        | All | BLD |   | 42.30 | 45.05 | 1.5 | 1.5 | 2.0 | 2.0 | 11.88 | 14.40 | 0.00 | 0.95 |      |

**Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

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

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations 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, cassion 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 - leadsman, 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 tamper, 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; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - 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 "A" 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; Creter 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 7S 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.

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; TTeamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## LANDSCAPING

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-19-4503**

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, February 6, 2020 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Mainline pavement and shoulder patching; ramp pavement repairs and patching; overhead sign structure, retaining wall and noise abatement wall repairs; drainage improvements; signing improvements; pavement marking installation; landscaping and erosion control; and maintenance of traffic.

The services will be performed within the: : Eastbound Jane Addams Memorial Tollway (I-90) between Mile Post 2.6 (Rockton Road) and Mile Post 18.3 (Kishwaukee River Bridge) in Winnebago County, Illinois. (Winnebago).

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

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

|                                |                                  |
|--------------------------------|----------------------------------|
| Addendum No. <u>  1  </u>      | Date <u>  January 30, 2020  </u> |
| Addendum No. <u>          </u> | Date <u>                  </u>   |
| Addendum No. <u>          </u> | Date <u>                  </u>   |
| Addendum No. <u>          </u> | Date <u>                  </u>   |

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

Accompanying this bid is a Bid Guaranty:

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

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its bid for the construction of The Illinois State Toll Highway Authority **Contract RR-19-4503**, hereby stipulates that, if awarded a contract on said bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a contract be entered into under said bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said contract as provided by law.

It is understood that the quantities of work and material shown herein in the Schedule of Prices of the bid are approximate only and are subject to increase or decrease as provided in the I.D.O.T. Standard Specifications and the Tollway Supplemental Specifications. Such increase or decrease shall in no manner affect the validity of the contract.

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

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

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

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

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

The undersigned is (check one)

an individual

a Partnership

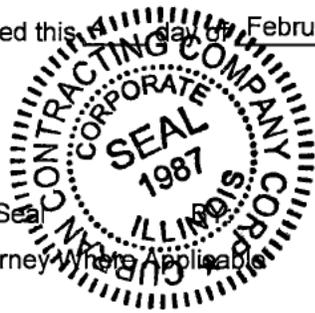
a Corporation  under the laws of the State of Illinois

having principal office at 286 Memorial Dr., Crystal Lake, IL 60014 and has furnished to the Tollway the necessary evidence of Tollway to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 11 day of February, 2020 by its Vice President [Signature], thereunto duly authorized.

[Redacted] (SEAL)  
[Redacted] (SEAL)

Affix Corporate Seal  
or Power of Attorney Where Applicable



Information below to be typed or printed where applicable.

INDIVIDUAL:

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

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

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

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

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

INCORPORATED:

Rick Noe 286 Memorial Court, Crystal Lake, IL 60014  
\_\_\_\_\_  
President Address

Nick Schram 286 Memorial Court, Crystal Lake, IL 60014  
\_\_\_\_\_  
Vice-President Address

Catherine C. Curran 286 Memorial Court, Crystal Lake, IL 60014  
\_\_\_\_\_  
Secretary Address

Todd Gierke 286 Memorial Court, Crystal Lake, IL 60014  
\_\_\_\_\_  
Treasurer Address

## Bid Notes

Each bid solicitation will have a contract-specific Bid Credit Cap on the amount of Bid Credit that can be applied to the contract. This particular solicitation has a Bid Credit cap of \$125,000.00. Any Bid Credits applied above and beyond the Bid Credit cap will not be considered.

- A. Core Work shall be the sum of the unit prices supplied by the bidder multiplied by the pay item quantity.
- B. Unit prices for Contractor's Quality Program and Contingency Work will be supplied by the Illinois Tollway with the sum total of this work completed by the Illinois Tollway and included in the P-pages.
- C. Base Bid will be calculated as: Total Amount of Core Work + Contractor's Quality Program + Total Amount of Contingency Work
- D. Bid Credit is to include the total amount of Bid Credits applied to the bid
- E. Award Criteria will be calculated by the Illinois Tollway and will be calculated as follows: Base Bid minus Bid Credit.

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. RR-19-4503 as specified in S.P. 103.1

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4503  
EASTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION  
JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
MILEPOST 2.6 TO MILEPOST 18.3  
SCHEDULE OF PRICES**

| S.P. | PAY ITEM NO. | DESIGNATION                                                  | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|--------------------------------------------------------------|-------|----------|-------------------|---------------|
| *    | 20200100     | EARTH EXCAVATION                                             | CU YD | 42       | \$ 151.00         | \$ 6,342.00   |
|      | 21400100     | GRADING AND SHAPING DITCHES                                  | FOOT  | 202      | \$ 116.00         | \$ 23,432.00  |
|      | 25000400     | NITROGEN FERTILIZER NUTRIENT                                 | POUND | 30       | \$ 2.00           | \$ 60.00      |
|      | 25000800     | POTASSIUM FERTILIZER NUTRIENT                                | POUND | 90       | \$ 2.00           | \$ 180.00     |
|      | 44000158     | HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"                      | SQ YD | 33,037   | \$ 3.30           | \$ 109,022.10 |
|      | 44000161     | HOT-MIX ASPHALT SURFACE REMOVAL, 3"                          | SQ YD | 12,668   | \$ 7.80           | \$ 98,810.40  |
| *    | 44200970     | CLASS B PATCHES, TYPE II, 10 INCH                            | SQ YD | 31       | \$ 495.10         | \$ 15,348.10  |
| *    | 44201299     | DOWEL BARS 1 1/2"                                            | EACH  | 88       | \$ 55.40          | \$ 4,875.20   |
| *    | 44213200     | SAW CUTS                                                     | FOOT  | 183      | \$ 6.00           | \$ 1,098.00   |
|      | 50300225     | CONCRETE STRUCTURES                                          | CU YD | 3.8      | \$ 1,750.00       | \$ 6,650.00   |
|      | 50300300     | PROTECTIVE COAT                                              | SQ YD | 47       | \$ 31.00          | \$ 1,457.00   |
|      | 50800205     | REINFORCEMENT BARS, EPOXY COATED                             | POUND | 38,750   | \$ 1.80           | \$ 69,750.00  |
|      | 60251200     | CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 8 GRATE            | EACH  | 1        | \$ 1,610.00       | \$ 1,610.00   |
| *    | 60255410     | CATCH BASINS TO BE CLEANED                                   | EACH  | 1        | \$ 451.00         | \$ 451.00     |
|      | 60255800     | MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID    | EACH  | 2        | \$ 1,719.00       | \$ 3,438.00   |
|      | 63200310     | GUARDRAIL REMOVAL                                            | FOOT  | 105      | \$ 10.45          | \$ 1,097.25   |
|      | 64300280     | IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3 | EACH  | 1        | \$ 27,800.00      | \$ 27,800.00  |

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4503**  
**EASTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION**  
**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

| S.P. | PAY ITEM NO. | DESIGNATION                                           | UNIT   | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|-------------------------------------------------------|--------|----------|-------------------|---------------|
| *    | 66900530     | SOIL DISPOSAL ANALYSIS                                | EACH   | 2        | \$ 1,955.00       | \$ 3,910.00   |
| *    | 66901002     | ON-SITE MONITORING OF REGULATED SUBSTANCES            | CAL DA | 10       | \$ 850.00         | \$ 8,500.00   |
|      | 72000200     | SIGN PANEL - TYPE 2                                   | SQ FT  | 48       | \$ 52.10          | \$ 2,500.80   |
|      | 72100100     | SIGN PANEL OVERLAY                                    | SQ FT  | 9        | \$ 35.05          | \$ 315.45     |
|      | 72200100     | DEMOUNTABLE LEGEND CHARACTERS AND ARROWS              | EACH   | 1        | \$ 351.32         | \$ 351.32     |
|      | 72400320     | REMOVE SIGN PANEL - TYPE 2                            | SQ FT  | 48       | \$ 22.08          | \$ 1,059.84   |
|      | 72400330     | REMOVE SIGN PANEL - TYPE 3                            | SQ FT  | 1,819    | \$ 12.05          | \$ 21,918.95  |
|      | 72400720     | RELOCATE SIGN PANEL - TYPE 2                          | SQ FT  | 95       | \$ 24.09          | \$ 2,288.55   |
|      | 72400730     | RELOCATE SIGN PANEL - TYPE 3                          | SQ FT  | 920      | \$ 15.06          | \$ 13,855.20  |
|      | 72700100     | STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY             | POUND  | 1,885    | \$ 5.02           | \$ 9,462.70   |
|      | 73000100     | WOOD SIGN SUPPORT                                     | FOOT   | 168      | \$ 34.13          | \$ 5,733.84   |
|      | 73600100     | REMOVE OVERHEAD SIGN STRUCTURE - SPAN                 | EACH   | 1        | \$ 8,632.51       | \$ 8,632.51   |
|      | 73700100     | REMOVE GROUND MOUNTED SIGN SUPPORT                    | EACH   | 13       | \$ 250.94         | \$ 3,262.22   |
|      | 73700200     | REMOVE CONCRETE FOUNDATION - GROUND MOUNT             | EACH   | 13       | \$ 351.32         | \$ 4,567.16   |
|      | 73700300     | REMOVE CONCRETE FOUNDATION - OVERHEAD                 | EACH   | 2        | \$ 2,609.83       | \$ 5,219.66   |
| *    | X0301735     | CONCRETE HEADWALL REPAIR                              | EACH   | 1        | \$ 6,951.83       | \$ 6,951.83   |
| *    | X0301993     | REMOVE AND REINSTALL CONCRETE HEADWALL FOR PIPE DRAIN | EACH   | 8        | \$ 1,434.67       | \$ 11,477.36  |
| *    | X0320157     | CLEANING UNDERDRAIN OUTLETS                           | EACH   | 24       | \$ 376.42         | \$ 9,034.08   |

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| S.P. | PAY ITEM NO. | DESIGNATION                                                        | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|--------------------------------------------------------------------|-------|----------|-------------------|---------------|
| *    | X0325893     | CLEAN EXISTING END SECTION                                         | EACH  | 75       | \$ 476.80         | \$ 35,760.00  |
| *    | X0549200     | CLEANING PAVED DITCH                                               | FOOT  | 197      | \$ 156.97         | \$ 30,923.09  |
| *    | X0900075     | COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK)                        | EACH  | 6        | \$ 2,796.90       | \$ 16,781.40  |
| *    | X5420624     | PIPE CULVERTS TO BE CLEANED 24"                                    | FOOT  | 450      | \$ 10.04          | \$ 4,518.00   |
| *    | X5538200     | STORM SEWERS TO BE CLEANED 24"                                     | FOOT  | 25       | \$ 10.04          | \$ 251.00     |
| *    | X8015010     | REMOVE AND REPLACE CONCRETE HEADWALLS FOR PIPE DRAINS              | EACH  | 3        | \$ 1,303.34       | \$ 3,910.02   |
| *    | X6430110     | REMOVE IMPACT ATTENUATORS, SALVAGE                                 | EACH  | 1        | \$ 1,372.39       | \$ 1,372.39   |
| *    | Z0058668     | GRADING AND SHAPING FORESLOPES                                     | SQ YD | 819      | \$ 26.37          | \$ 21,597.03  |
| *    | J1211110     | TOPSOIL EXCAVATION AND PLACEMENT                                   | CU YD | 538      | \$ 33.58          | \$ 18,066.04  |
| *    | J1251010     | EROSION CONTROL BLANKET, BIODEGRADABLE NETTING                     | SQ YD | 4,840    | \$ 2.22           | \$ 10,744.80  |
| *    | J1406035     | TEST STRIP (STONE MATRIX ASPHALT)                                  | EACH  | 1        | \$ 7,022.06       | \$ 7,022.06   |
| *    | J1406037     | MATERIAL TRANSFER DEVICE                                           | TON   | 6,446    | \$ 3.00           | \$ 19,338.00  |
| *    | J1406048     | STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL 12.5 N80 | TON   | 6,446    | \$ 82.00          | \$ 528,572.00 |
| *    | J1406107     | ASPHALT TACK COAT                                                  | POUND | 53,729   | \$ 0.01           | \$ 537.29     |
| *    | J1406108     | ASPHALT TACK COAT (NON-TRACKING)                                   | POUND | 16,296   | \$ 0.01           | \$ 162.96     |
| *    | J1406510     | WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70                      | TON   | 943      | \$ 105.10         | \$ 99,109.30  |
| *    | J1420027     | PROTECTIVE COAT                                                    | SQ YD | 56       | \$ 31.04          | \$ 1,738.24   |
| *    | J1420906     | LONGITUDINAL JOINT SEALANT                                         | FOOT  | 30,838   | \$ 2.08           | \$ 64,143.04  |
| *    | J1440010     | CONCRETE MEDIAN BARRIER AND BASE REMOVAL                           | FOOT  | 72       | \$ 145.15         | \$ 10,450.80  |

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| S.P. | PAY ITEM NO. | DESIGNATION                                                      | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|------------------------------------------------------------------|-------|----------|-------------------|---------------|
| *    | J1440227     | HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2"                         | SQ YD | 917      | \$ 46.00          | \$ 42,182.00  |
| *    | J1440282     | ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"                        | SQ YD | 917      | \$ 64.00          | \$ 58,688.00  |
| *    | J1451100     | CRACK ROUTING (PAVEMENT)                                         | FOOT  | 64,225   | \$ 0.16           | \$ 10,276.00  |
| *    | J1451110     | CRACK SEALING                                                    | POUND | 77,070   | \$ 1.52           | \$ 117,146.40 |
| *    | J1451160     | CRACK FILLING                                                    | FOOT  | 11,111   | \$ 1.10           | \$ 12,222.10  |
| *    | J1481040     | AGGREGATE SHOULDERS, TYPE B                                      | TON   | 6        | \$ 150.00         | \$ 900.00     |
| *    | J1481070     | AGGREGATE SHOULDERS SPECIAL, TYPE C                              | TON   | 45       | \$ 105.00         | \$ 4,725.00   |
| *    | J1602508     | DRAINAGE STRUCTURES TO BE ADJUSTED WITH TYPE G-3 FRAME AND GRATE | EACH  | 2        | \$ 1,434.25       | \$ 2,868.50   |
| *    | J1606020     | GUTTER, TYPE G-3                                                 | FOOT  | 170      | \$ 66.62          | \$ 11,325.40  |
| *    | J1630002     | GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS      | FOOT  | 350      | \$ 27.63          | \$ 9,670.50   |
| *    | J1631110     | TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT              | EACH  | 1        | \$ 3,442.27       | \$ 3,442.27   |
| *    | J1631130     | TRAFFIC BARRIER TERMINAL, TYPE T6                                | EACH  | 1        | \$ 3,571.76       | \$ 3,571.76   |
| *    | J1725000     | TERMINAL MARKER - DIRECT APPLIED                                 | EACH  | 1        | \$ 45.47          | \$ 45.47      |
| *    | J1781000     | RAISED PAVEMENT LANE MARKER                                      | EACH  | 330      | \$ 89.59          | \$ 29,564.70  |
| *    | J1781010     | RAISED PAVEMENT LANE MARKER REFLECTOR                            | EACH  | 330      | \$ 25.19          | \$ 8,312.70   |
| *    | J1782014     | GUARDRAIL BARRIER REFLECTORS, TYPE B                             | EACH  | 3        | \$ 9.08           | \$ 27.24      |
| **   | JS120100     | TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS    | EACH  | 4        | \$ 9,034.02       | \$ 36,136.08  |

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| S.P. | PAY ITEM NO. | DESIGNATION                                                   | UNIT       | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|---------------------------------------------------------------|------------|----------|-------------------|---------------|
| **   | JS120101     | TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS | EACH/WEEK  | 17       | \$ 351.32         | \$ 5,972.44   |
| **   | JS120102     | TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS | EACH/MONTH | 4        | \$ 953.59         | \$ 3,814.36   |
| **   | JS120810     | HEADWALL GRATES                                               | POUND      | 1,212    | \$ 9.96           | \$ 12,071.52  |
| **   | JS250318     | SEEDING, CLASS 4F                                             | ACRE       | 0.75     | \$ 2,828.65       | \$ 2,121.49   |
| *    | JS250320     | SEEDING, CLASS 5                                              | ACRE       | 0.75     | \$ 5,278.88       | \$ 3,959.16   |
| **   | JS280020     | MANAGEMENT OF EROSION AND SEDIMENT CONTROL                    | CAL. MO.   | 8        | \$ 1,381.20       | \$ 11,049.60  |
| **   | JS280040     | EROSION AND SEDIMENT CONTROL- CLEANOUT                        | CU YD      | 741      | \$ 42.47          | \$ 31,470.27  |
| **   | JS280050     | SILT FENCE                                                    | FOOT       | 734      | \$ 2.51           | \$ 1,842.34   |
| **   | JS280051     | RE-ERECT SILT FENCE                                           | FOOT       | 73       | \$ 1.20           | \$ 87.60      |
| **   | JS280100     | SUPER SILT FENCE                                              | FOOT       | 48       | \$ 7.83           | \$ 375.84     |
| **   | JS280140     | TEMPORARY RIPRAP                                              | TON        | 8        | \$ 306.65         | \$ 2,453.20   |
| **   | JS280150     | TEMPORARY STABILIZATION WITH STRAW MULCH                      | ACRE       | 1.00     | \$ 2,374.94       | \$ 2,374.94   |
| **   | JS280151     | SAME-DAY STABILIZATION                                        | SQ YD      | 2,420    | \$ 0.70           | \$ 1,694.00   |
| **   | JS280180     | RECTANGULAR INLET PROTECTION                                  | EACH       | 7        | \$ 115.43         | \$ 808.01     |
| **   | JS280210     | FILTER FABRIC INLET PROTECTION, BASKET TYPE                   | EACH       | 625      | \$ 187.71         | \$ 117,318.75 |
| **   | JS280305     | TEMPORARY DITCH CHECKS                                        | FOOT       | 825      | \$ 5.42           | \$ 4,471.50   |
| **   | JS870C00     | FIELD OFFICE, TYPE C                                          | CAL MO     | 8        | \$ 2,387.80       | \$ 19,102.40  |

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|------|--------------|--------------------------------------------------------------------------|----------|----------|-------------------|---------------|
| **   | JS671020     | MOBILIZATION, TOLLWAY (MODIFIED)                                         | L SUM    | 1        | \$ 295,000.00     | \$ 295,000.00 |
| *    | JS701010     | MAINTENANCE OF TRAFFIC                                                   | L SUM    | 1        | \$ 650,000.00     | \$ 650,000.00 |
| **   | JS733110     | OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM)<br>(110 FT)                | FOOT     | 110      | \$ 1,066.01       | \$ 117,261.10 |
| **   | JS733140     | OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM)<br>(140 FT)                | FOOT     | 140      | \$ 1,013.82       | \$ 141,934.80 |
| **   | JS734A10     | FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN<br>TYPE                     | CU YD    | 181.8    | \$ 1,264.76       | \$ 229,933.37 |
| *    | JT202008     | NON-SPECIAL WASTE DISPOSAL, TYPE 1                                       | TON      | 261      | \$ 22.61          | \$ 5,901.21   |
| *    | JT250430     | SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX<br>(MODIFIED)               | ACRE     | 0.25     | \$ 3,246.24       | \$ 811.56     |
| *    | JT280510     | FLOC LOG                                                                 | EACH     | 12       | \$ 1,220.52       | \$ 14,646.24  |
| *    | JT280530     | IN-LINE FLOCCULATION SYSTEM                                              | EACH     | 6        | \$ 1,069.94       | \$ 6,419.64   |
| *    | JT484010     | RAISED PAVEMENT LANE MARKER PATCHING                                     | EACH     | 330      | \$ 79.80          | \$ 26,334.00  |
| *    | JT544126     | CULVERT TO BE CLEANED, 126" DIAMETER                                     | FOOT     | 3,470    | \$ 17.57          | \$ 60,967.90  |
| *    | JT553B60     | STORM SEWERS TO BE CLEANED, BOX CULVERT, 5 FT.<br>WIDTH                  | FOOT     | 172      | \$ 41.16          | \$ 7,079.52   |
| *    | JT599046     | REMOVAL AND REPLACEMENT OF PRECAST<br>CONCRETE NOISE WALL PANEL SECTIONS | SQ FT    | 226      | \$ 68.26          | \$ 15,426.76  |
| *    | JT637022     | CONCRETE MEDIAN BARRIER TRANSITION, TYPE F                               | FOOT     | 40       | \$ 451.70         | \$ 18,068.00  |
| *    | JT669030     | EARTHWORK CONSTRUCTION PLAN                                              | L SUM    | 1        | \$ 2,107.94       | \$ 2,107.94   |
| *    | JT669040     | EARTHWORK FINAL CONSTRUCTION REPORT                                      | L SUM    | 1        | \$ 2,509.45       | \$ 2,509.45   |
| *    | JT701030     | SUPPLEMENTAL BARRICADE                                                   | EACH/DAY | 20       | \$ 5.02           | \$ 100.40     |
| *    | JT701031     | SUPPLEMENTAL SIGNING                                                     | SQ FT    | 48       | \$ 20.08          | \$ 963.84     |
| *    | JT701032     | SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)                              | EACH/DAY | 30       | \$ 25.09          | \$ 752.70     |

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|------|--------------|---------------------------------------------------------------------------------|------------|----------|-------------------|---------------|
| *    | JT701033     | SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)                                    | EACH/WEEK  | 6        | \$ 100.38         | \$ 602.28     |
| *    | JT701034     | SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)                                   | EACH/MONTH | 2        | \$ 501.89         | \$ 1,003.78   |
| *    | JT701035     | SUPPLEMENTAL MAINTENANCE OF TRAFFIC                                             | DAY        | 25       | \$ 301.13         | \$ 7,528.25   |
| *    | JT701050     | TEMPORARY INFORMATION SIGNING- GROUND MOUNT, 24 SQ FT IN AREA OR LESS           | SQ FT      | 30       | \$ 45.17          | \$ 1,355.10   |
| *    | JT720110     | SIGN INSTALLATION, TYPE 2                                                       | SQ FT      | 16       | \$ 32.12          | \$ 513.92     |
| *    | JT720120     | SIGN INSTALLATION, TYPE 3                                                       | SQ FT      | 2,719    | \$ 11.04          | \$ 30,017.76  |
| *    | JT720710     | SIGN PANEL MOUNTING                                                             | EACH       | 10       | \$ 552.08         | \$ 5,520.80   |
| *    | JT733250     | SIGN STRUCTURE RODENT SCREEN                                                    | EACH       | 11       | \$ 652.46         | \$ 7,177.06   |
| *    | JT733251     | SIGN STRUCTURE ELECTRICAL REPAIR                                                | L SUM      | 1        | \$ 2,760.39       | \$ 2,760.39   |
| *    | JT733252     | SIGN STRUCTURE BOLT REPAIR                                                      | EACH       | 15       | \$ 250.94         | \$ 3,764.10   |
| *    | JT733955     | REMOVE STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE              | EACH       | 24       | \$ 150.57         | \$ 3,613.68   |
| *    | JT733956     | FURNISH AND INSTALL STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE | EACH       | 25       | \$ 351.32         | \$ 8,783.00   |
| *    | JT780300     | MULTI-POLYMER PAVEMENT MARKING - LINE 4"                                        | FOOT       | 166,412  | \$ 0.42           | \$ 69,893.04  |
| *    | JT780310     | MULTI-POLYMER PAVEMENT MARKING - LINE 6"                                        | FOOT       | 85,008   | \$ 0.70           | \$ 59,505.60  |
| *    | JT780320     | MULTI-POLYMER PAVEMENT MARKING - LINE 10"                                       | FOOT       | 31,871   | \$ 1.20           | \$ 38,245.20  |
| *    | JT780325     | MULTI-POLYMER PAVEMENT MARKING - LINE 12"                                       | FOOT       | 5,084    | \$ 2.26           | \$ 11,489.84  |
| *    | JT780340     | MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)                                | SQ FT      | 153      | \$ 5.02           | \$ 768.06     |

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|---------------------------|--------------|----------------------------------------------------------|-------|----------|-------------------|-----------------|
| *                         | JT780355     | MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)         | SQ FT | 254      | \$ 5.02           | \$ 1,275.08     |
| *                         | JT780JA1     | GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE  | FOOT  | 83,300   | \$ 0.35           | \$ 29,155.00    |
| *                         | JT780JC1     | GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE  | FOOT  | 42,600   | \$ 0.55           | \$ 23,430.00    |
| *                         | JT780JE1     | GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE | FOOT  | 16,000   | \$ 1.36           | \$ 21,760.00    |
| *                         | JT783005     | WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY | SQ FT | 130,025  | \$ 0.15           | \$ 19,503.75    |
| *                         | JT900105     | DITCH CLEANING                                           | FOOT  | 2,988    | \$ 25.09          | \$ 74,968.92    |
| *                         | JT900305     | MICROSURFACING, SINGLE PASS, TYPE II                     | SQ YD | 208,671  | \$ 2.66           | \$ 555,064.86   |
| *                         | JT901130     | DEWATERING                                               | L SUM | 1        | \$ 12,200.00      | \$ 12,200.00    |
| TOTAL AMOUNT OF CORE WORK |              |                                                          |       |          |                   | \$ 4,523,669.42 |
| *                         | JT155001     | CONTRACTOR'S QUALITY PROGRAM                             | L SUM | 1        | \$ 130,000.00     | \$ 130,000.00   |
| *                         | JT154001     | PAVEMENT PATCHING AND TRAFFIC CONTROL                    | UNIT  | 25,000   | \$ 1.00           | \$ 25,000.00    |
| *                         | JT154002     | DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE                 | UNIT  | 5,000    | \$ 1.00           | \$ 5,000.00     |
| *                         | JT154004     | SAWCUTTING AND REMOVAL OF EDGE DETERIORATION REPAIR      | UNIT  | 20,000   | \$ 1.00           | \$ 20,000.00    |
| *                         | JT154005     | EMERGENCY PAVEMENT AND SHOULDER REPAIRS                  | UNIT  | 20,000   | \$ 1.00           | \$ 20,000.00    |
| *                         | JT154008     | UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC             | UNIT  | 25,000   | \$ 1.00           | \$ 25,000.00    |
| *                         | JT154016     | ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES        | UNIT  | 70,000   | \$ 1.00           | \$ 70,000.00    |

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|------|--------------|-------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------------------|---------------|
| *    | JT154067     | CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES                                                                          | UNIT    | 100,000  | \$ 1.00           | \$ 100,000.00 |
| *    | JT154181     | ALLOWANCE FOR ADDITIONAL SIGNAGE WORK                                                                                         | UNIT    | 20,000   | \$ 1.00           | \$ 20,000.00  |
|      | 999NEG21     | DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST                               | OCCUR   |          | \$ (4,000.00)     |               |
|      | 999NEG30     | DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK                                   | OCCUR   |          | \$ (2,000.00)     |               |
|      | 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)     |               |
|      | 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. 846.06 (a)                                              | INC/DAY |          | \$ (1,000.00)     |               |

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|--------------------|--------------|------------------------------------------------------------------------------------------------------------------------------|---------|----------|-------------------|---------------|
|                    | 999NEG43     | FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)                                           | OCCUR   |          | \$ (1,000.00)     |               |
|                    | 999NEG44     | LIQUIDATED DAMAGES FOR NON- COMPLETION PER S.P. 105.1.1                                                                      | CAL DAY |          | \$ (7,500.00)     |               |
|                    | 999NEG45     | LIQUIDATED DAMAGES FOR NON- COMPLETION PER S.P. 105.1.2                                                                      | CAL DAY |          | \$ (7,500.00)     |               |
|                    | 999NEG49     | DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3                                                                               | OCCUR   |          | \$ (10,000.00)    |               |
|                    | 999NEG53     | NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION                                                             | OCCUR   |          | \$ (1,000.00)     |               |
|                    | 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)     |               |
| <b>ADJUSTMENTS</b> |              |                                                                                                                              |         |          |                   |               |
|                    | 999ADJ20     | PROTECTION METHOD I FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22     | CU YD   |          | See Note 2        |               |
|                    | 999ADJ21     | PROTECTION METHOD II FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22    | CU YD   |          | See Note 2        |               |
|                    | 999ADJ22     | PROTECTION METHOD I FOR CONCRETE IN SUPERSTRUCTURES AS PER IDOT Article 503.22                                               | CU YD   |          | See Note 2        |               |
|                    | 999ADJ24     | PROTECTION METHODS I, II or III FOR CONCRETE IN FOOTINGS AS PER IDOT Article 503.22                                          | CU YD   |          | See Note 2        |               |

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4503**  
**EASTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION**  
**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

| S.P.                                                                                                                   | PAY ITEM NO. | DESIGNATION                                                                 | UNIT  | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR   |
|------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------|-------|----------|-------------------|-----------------|
|                                                                                                                        | 999ADJ25     | PROTECTION METHODS I FOR CONCRETE IN SLOPE WALLS AS PER IDOT Article 503.22 | SQ YD |          | See Note 2        |                 |
|                                                                                                                        | 999ADJ45     | CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT                             | HOUR  |          | \$ 15.00          |                 |
| TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)                                                  |              |                                                                             |       |          |                   | \$ 415,000.00   |
| TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID |              |                                                                             |       |          |                   | \$ 4,938,669.42 |
| BID CREDIT                                                                                                             |              |                                                                             |       |          |                   | \$ (125,000.00) |
| AWARD CRITERIA                                                                                                         |              |                                                                             |       |          |                   | \$ 4,813,669.42 |

S.P. COLUMN LEGEND

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- \*\*\* INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
- BDE INDICATES IDOT BDE SPECIAL PROVISION
- GBSP INDICATES IDOT GBSP SPECIAL PROVISION
- D1 INDICATES SPECIAL PROVISION

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

OPENED 2/4 2020

          
          
 BOND OR  
CHECK ENCLOSED: YES \_\_\_ NO \_\_\_

65

***Certificate No.***

**00776**

**Issued To:**

*Curran Contracting, Co.*

**Dated:**

*January 30, 2020*

**In the Amount of:**

*\$103,022.83*

**Certificate Issued By:**

*Issuance of this Certificate supersedes and voids all previously issued Certificates*

**Participants:**

*Pay Period*

*11/03/2019 - 12/14/2019*

*Cody Powers, Will Francis, Matthew Billani*

**Bids/Contracts:**

*None*

**Other Credits:**

No. 00776

# Illinois State Toll Highway Authority

*This Certifies that Curran Contracting, Co. has earned a total of \$103,022.83 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.*

*In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 30-January-2020*



The owner of this certificate # 1315 is tendering  
\$ 60,000 credits for use on bid for contract  
# 22-14-003 on (date) 2/6/2020. I understand that  
any credits not utilized for a winning bid will be returned.

Signed: \_\_\_\_\_

***Certificate No.***

**00726**

**Issued To:**

*Material Solutions Laboratory*

**Dated:**

*October 15, 2019*

**In the Amount of:**

*\$275,185.88*

**Certificate Issued By:**

*Issuance of this Certificate supersedes and voids all previously issued Certificates*

**Participants:**

*Pay Period*

*07/20/2019 - 09/20/2019*

*Miguel Perez, Mohammed Moinuddin, Danielle Krasny, Haider Ebraheemi*

**Bids/Contracts:**

*None*

**Other Credits:**

No. 00726

## Illinois State Toll Highway Authority

*This Certifies that Material Solutions Laboratory has earned a total of \$275,185.88 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.*

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



The owner of this certificate # 00726 is tendering \$ 65,000 credits for use on bid for contract #RR-19-4503 on (date) 1/31/2020. I understand that any credits not utilized for a winning bid will be returned.

Signed: \_\_\_\_\_

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Currant Contracting Company  
286 Memorial Court  
Crystal Lake, IL 60014

### SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company  
151 N. Franklin Street  
Chicago, IL 60606  
Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

EASTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION JANE ADDAMS  
MEMORIAL TOLLWAY (I-90) ROCKTON ROAD TO KISHWAUKEE RIVER BRIDGE / CONTRACT  
RR-19-4503

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

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

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

Signed and sealed this 6th day of February, 2020.

[Redacted Signature]

(Witness)

[Redacted Signature]

(Witness) Kimberly Bragg

Currant Contracting Company

(Principal)

By:

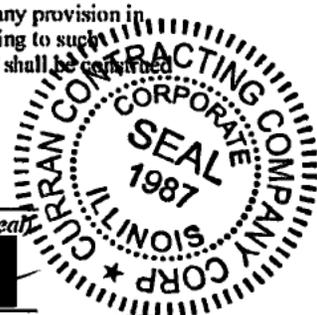
(Title)

Continental Casualty Company

(Surety)

By:

(Title) Susan K. Landreth, Attorney-in-Fact



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Susan K. Landreth , Individually**

of Chicago, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Curran Contracting Company  
Obligee: Illinois State Toll Highway Authority

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



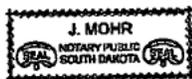
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania



Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021



J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 6th day of February, 2020.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania



D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

## **FINANCIAL DISCLOSURES AND CERTIFICATIONS**

### **ALERT:**

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

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

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

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

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

#### **Forms A Section**

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

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

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

#### **Forms B Section**

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

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

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

The Illinois Procurement Code requires the Tollway to collect financial disclosures from any known subcontractor with anticipated participation in excess of \$50,000.00 at the time of the bid. Subcontractor disclosures will be requested from the successful bidder for any subcontractor

identified in the bid immediately after the bidder is determined to be the lowest responsive/responsible bidder.

## **REMINDER TO VENDORS SUBMITTING FORMS B**

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

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

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

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

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

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



**ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**PREFERENCES**

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

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

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

Items that Qualify and Explanation:

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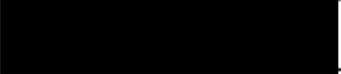
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Signature of Authorized Representative:



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Printed Name of Authorized Representative:

Nick Schram, Vice President

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Vendor Name:

Curran Contracting Company

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Date:

February 4, 2020

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4503

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                       | Jairus Camarena   | 815-455-5100 X 339   | jcamarena@currancontracting.com  |
| Bid Guaranty                             | Nick Schram       | 815-455-5100 X 309   | nschram@currancontracting.com    |
| DBE 2026                                 | Nick Schram       | 815-455-5100 X 309   | nschram@currancontracting.com    |
| EEO Program                              | Jeannine Garriepy | 815-455-5100 x 324   | jgarriepy@currancontracting.com  |
| VOSB 2026                                | Nick Schram       | 815-455-5100 X 309   | nschram@currancontracting.com    |
| Financial Disclosures Forms A or Forms B | Jim Lancaster     | 815-455-5100 x 323   | jlancaster@currancontracting.com |
| IDOT Certificate of Eligibility          | Jim Lancaster     | 815-455-5100 x 323   | jlancaster@currancontracting.com |
| Non-Collusion Affidavit – Page R-4       | Nick Schram       | 815-455-5100 X 309   | nschram@currancontracting.com    |







286 Memorial Court, Crystal Lake, IL 60014  
 Phone (815) 455-5100 Fax (815) 455-7894

| <u>NAME OF INDIVIDUAL</u> | <u>POSITION</u>            | <u>Year</u> | <u>EXPERIENCE</u>                    | <u>TYPE OF WORK</u>          |
|---------------------------|----------------------------|-------------|--------------------------------------|------------------------------|
| Rick Noe                  | President                  | 30 Years    | All Types                            | General Manager              |
| Michael Leopardo          | Vice President             | 28 Years    | Paving, Milling, Recycle & Earthwork | Estimating & Project Manager |
| Mike Pachla               | Vice President             | 23 Years    | Excavation, etc.                     | Excavation Division          |
| Nick Schram               | Vice President             | 17 Years    | Excavation, etc.                     | Excavation Div. & GPS        |
| Ed Muncie                 | Safety/Risk Manager        | 21 Years    | All Types                            | Safety Manager               |
| Paul Cervera              | Safety Manager             | 23 Years    | All Types                            | Safety                       |
| Joe Francis               | Senior Project Manager     | 31 Years    | All types                            | Operations                   |
| Jeff Hammes               | General Superintendent     | 38 Years    | All Types                            | Operations                   |
| Randy Roewer              | General Superintendent     | 32 Years    | All Types                            | Operations                   |
| Brad Quinn                | General Superintendent     | 21 Years    | All Types                            | Operations                   |
| Josh Flury                | Project Manager            | 7 Years     | All Types                            | Operations                   |
| Matt Davis                | Project Manager            | 4 Years     | All Types                            | Operations                   |
| Jeff Pennino              | Senior Estimator           | 32 Years    | All types                            | Operations                   |
| John Lenzi                | Project Superintendent     | 20 Years    | All types                            | Excavation Division          |
| Jairus Camarena           | Project Manager /LEED Cert | 11 Years    | Demolition, Excavation               | Operations                   |
| Barb Bensinger            | Asst Project Manager       | 11 Years    | All Types                            | Operations                   |



## Equipment Owned

| Quantity | Unit | Description, Size, Capacity Etc.             | Manufacturer  | Year of MFR | Your I.D. No. or Code |
|----------|------|----------------------------------------------|---------------|-------------|-----------------------|
|          |      | DOZER - CAT D6N                              | Caterpillar   | 2008        | 01-0801               |
|          |      | DOZER - CAT D6N                              | Caterpillar   | 2011        | 01-1101               |
|          |      | DOZER - JD 650J XLT                          | John Deere    | 2007        | 01-0701               |
|          |      | DOZER - JD 700J XLT                          | John Deere    | 2007        | 01-0702               |
|          |      | DOZER - JD 850J                              | John Deere    | 2009        | 01-0901               |
|          |      | DOZER - JD 750K LT, 155 HP                   | John Deere    | 2014        | 01-1402               |
|          |      | DOZER - JD 750K                              | John Deere    | 2015        | 01-1506               |
|          |      | DOZER-JD 850K CRLR                           | John Deere    | 2015        | 01-1508               |
|          |      | BUS - BLUE BIRD                              | Blue Bird     | 2002        | 05-0201               |
|          |      | JD 160 Excavator                             | John Deere    | 2012        | 07-1211               |
|          |      | EXCAVATOR - CAT 328, 1.6 CY                  | Caterpillar   | 2012        | 07-1202               |
|          |      | EXCAVATOR - CAT 336EL, 1.6 CY                | Caterpillar   | 2013        | 07-1307               |
|          |      | EXCAVATOR - JD 270D LC, 1.8 CY               | John Deere    | 2007        | 07-0702               |
|          |      | EXCAVATOR - JD 225C LC, 1.1 CY               | John Deere    | 2007        | 07-0701               |
|          |      | BROOM - POWER - BROCE RJ350                  | Broce         | 2011        | 08-1101               |
|          |      | WHEEL LOADER - CAT 924K 2.5CY(2)             | Caterpillar   | 2014        | 10-1405               |
|          |      | WHEEL LOADER - JD 544J, 3 CY                 | John Deere    | 2006        | 10-0604               |
|          |      | WHEEL LOADER - JD 544G, 2.5 CY               | John Deere    | 1995        | 10-9501               |
|          |      | TRACK LOADER - JD 755C, 4 CY                 | John Deere    | 2006        | 10-0603               |
|          |      | WHEEL LOADER - CAT 980G, 7 CY                | Caterpillar   | 2004        | 10-0401               |
|          |      | WHEEL LOADER - JD 844J, 7 CY                 | John Deere    | 2006        | 10-0601               |
|          |      | WHEEL LOADER - JD 844K                       | John Deere    | 2014        | 10-1402               |
|          |      | WHEEL LOADER - CAT 980G, 7 CY                | Caterpillar   | 1999        | 10-9902               |
|          |      | LOADER SKIDSTEER - CAT 272C                  | Caterpillar   | 2011        | 11-1102               |
|          |      | LOADER SKIDSTEER - CAT 272C                  | Caterpillar   | 2012        | 11-1203               |
|          |      | LOADER SKIDSTEER - CAT 262C                  | Caterpillar   | 2012        | 11-1205               |
|          |      | LOADER SKIDSTEER - CAT 262C                  | Caterpillar   | 2012        | 11-1206               |
|          |      | LOADER SKIDSTEER - CAT 272D                  | Caterpillar   | 2013        | 11-1301               |
|          |      | LOADER COMPACT TRACK - CAT 279D              | Caterpillar   | 2015        | 11-1504               |
|          |      | LOADER COMPACT TRACK - CAT 259B3             | Caterpillar   | 2012        | 11-1202               |
|          |      | LOADER COMPACT TRACK - CAT 279C2, 82 HP      | Caterpillar   | 2013        | 11-1306               |
|          |      | GRADER - JD 672D                             | John Deere    | 2007        | 25-0701               |
|          |      | GRADER - JD 772CH                            | John Deere    | 1999        | 25-9901               |
|          |      | TRAILER - PRIME BUGGY                        | Mauldin       | 2008        | 27-1102               |
|          |      | TRAILER - PRIME BUGGY                        | Mauldin       | 2011        | 27-1204               |
|          |      | TRAILER - LOWBOY                             | Etnyre        | 2005        | 27-0502               |
|          |      | TRAILER - LOWBOY                             | Etnyre        | 2010        | 27-1001               |
|          |      | 55 TON 3 AXLE AIRRIDE LOWBOY TRAILER         | Talber        | 2017        | 27-1701               |
|          |      | MILL - WIRTGEN W150                          | Wirtgen       | 2010        | 31-1001               |
|          |      | PAVER - RUBBER TIRE, CAT AP-600D, 8ft        | Caterpillar   | 2012        | 32-1201               |
|          |      | PAVER - RUBBER TIRE, CAT AP-1000F            | Caterpillar   | 2015        | 32-1503               |
|          |      | PAVER - RUBBER TRACK, TRACK - AP-1055D, 10ft | Caterpillar   | 2007        | 32-0701               |
|          |      | ROLLER - R2H-1 3 WHEEL SAKAI                 | Sakai         | 2006        | 33-0608               |
|          |      | ROLLER - STATIC, R2H, 22"/43", 3 WHEEL       | Sakai         | 2007        | 33-0703               |
|          |      | ROLLER - VIBE, CAT CB214E, 39"               | Caterpillar   | 2004        | 33-0401               |
|          |      | ROLLER - VIBE, IR DD24 49"                   | Ingersol Rand | 2006        | 33-0602               |
|          |      | ROLLER - VIBE, HAMM HD12, 47"                | Hamm          | 2007        | 33-0701               |
|          |      | ROLLER - VIBE, CAT CB-24 47"                 | Caterpillar   | 2011        | 33-1101               |
|          |      | ROLLER - VIBE, CAT CB-24 47"                 | Caterpillar   | 2011        | 33-1103               |
|          |      | ROLLER - VIBE, CAT CB-34 51"                 | Caterpillar   | 2011        | 33-1102               |
|          |      | ROLLER - VIBE, CAT CB-34 XW 55"              | Caterpillar   | 2011        | 33-1104               |
|          |      | ROLLER - VIBE, CAT CB-34 51"                 | Caterpillar   | 2011        | 33-1105               |
|          |      | ROLLER - VIBE, CAT CB-54 67"                 | Caterpillar   | 2011        | 33-1106               |
|          |      | ROLLER - VIBE, CAT CB-54 67"                 | Caterpillar   | 2011        | 33-1107               |

|  |                                        |               |       |         |
|--|----------------------------------------|---------------|-------|---------|
|  | ROLLER - VIBE, CAT CB-54 67"           | Caterpillar   | 2011  | 33-1108 |
|  | ROLLER - VIBE, SAKAI SW-850-2 84"      | Sakai         | 2009  | 33-0901 |
|  | ROLLER - VIBE, SAKAI SW-850-2 84"      | Sakai         | 2010  | 33-1001 |
|  | ROLLER - VIBE, SAKAI SW-850-2 84"      | Sakai         | 2010  | 33-1002 |
|  | ROLLER - STATIC, HYPAC C350D, 60"      | Hypac         | 2008  | 33-0801 |
|  | ROLLER - STATIC, HYPAC C350D, 60"      | Hypac         | 2008  | 33-0802 |
|  | ROLLER - BASE, HAMM 3412, 84"          | Hamm          | 2003  | 33-0302 |
|  | ROLLER - BASE, HAMM 3410, 84"          | Hamm          | 2006  | 33-0606 |
|  | ROLLER - BASE, HAMM H11ix, 84"         | Hamm          | 2015  | 33-1510 |
|  | ROLLER - BASE, HAMM H11ix, 84"         | Hamm          | 2015  | 33-1511 |
|  | ROLLER - BASE, IR SD100D 84"           | Ingersol Rand | 1994  | 33-9402 |
|  | ROLLER - BASE, IR SD100D 84"           | Ingersol Rand | 1998  | 33-9801 |
|  | TRUCK - DUMP, GMC 4500                 | GMC           | 2003  | 36-0302 |
|  | TRUCK - DUMP, FORD F-450 XL SUPER DUTY | Ford          | 2007  | 36-0708 |
|  | TRUCK - DUMP, FORD F-550 RIGID SIDE    | Ford          | 2013  | 36-1304 |
|  | TRUCK - MECHANICS, CHEVY               | Chevrolet     | 2000  | 36-0012 |
|  | TRUCK - MECHANICS, FORD F750           | Ford          | 2008  | 36-0806 |
|  | TRUCK - MECHANICS, FORD F550           | Ford          | 2008  | 36-0808 |
|  | TRUCK - FORD F250                      | Ford          | 2004  | 03-0401 |
|  | TRUCK - PICK-UP, FORD F-250            | Ford          | 2004  | 36-0402 |
|  | TRUCK - PICK-UP, FORD RANGER           | Ford          | 2008  | 36-0601 |
|  | TRUCK - PICK-UP, FORD RANGER           | Ford          | 2009  | 36-0901 |
|  | TRUCK - PICK-UP, FORD F-250            | Ford          | 2011  | 36-1101 |
|  | TRUCK - PICK-UP, FORD F-350            | Ford          | 2012  | 36-1202 |
|  | TRUCK - PICK-UP, FORD F-350            | Ford          | 2012  | 36-1204 |
|  | TRUCK - PICK-UP, FORD F-350            | Ford          | 2012  | 36-1205 |
|  | TRUCK - PICK-UP, CHEVY 2500HD          | Chevrolet     | 2015  | 36-1501 |
|  | TRUCK - PICK-UP, CHEVY 2500HD          | Chevrolet     | 2015  | 36-1502 |
|  | TRUCK - PICK-UP, CHEVY 2500HD          | Chevrolet     | 2015  | 36-1503 |
|  | TRUCK - PICK-UP, CHEVY 2500HD          | Chevrolet     | 2015  | 36-1505 |
|  | TRUCK - GMC SIERRA                     | Chevrolet     | 2015  | 36-1513 |
|  | TRUCK - PICK-UP, GMC 2500HD            | GMC           | 2017  | 36-1705 |
|  | TRUCK - PICK-UP, CHEVY K2500 W/ PLOW   | Chevrolet     | 2008  | 36-0801 |
|  | TRUCK - PICK-UP, CHEVY K2500 W/ PLOW   | Chevrolet     | 2009  | 36-0902 |
|  | TRUCK - PICK-UP, GMC 2500              | GMC           | 2009  | 36-0905 |
|  | TRUCK - SEMI, MACK CH613               | Mack          | 2001  | 36-0102 |
|  | TRUCK - SERVICE, PETERBUILT            | Peterbuilt    | 2007  | 36-0707 |
|  | TRUCK - SEMI, KENWORTH T800            | Kenworth      | 2014  | 36-1404 |
|  | TRUCK - SEMI, KENWORTH T800            | Kenworth      | 2014  | 36-1405 |
|  | TRUCK - SERVICE, INTERNATIONAL         | International | 2000  | 36-0004 |
|  | TRUCK - SERVICE, INTERNATIONAL         | International | 2000  | 36-0016 |
|  | TRUCK - SERVICE, INTERNATIONAL         | International | 2000  | 36-0018 |
|  | TRUCK - PATCH, INTERNATIONAL, TANDUM   | International | 2000  | 36-0003 |
|  | TRUCK - WATER, INTERNATIONAL, 1600 GAL | International | 2000  | 36-0013 |
|  | TRUCK - WATER, FREIGHTLINER, 2500 GAL  | Freightliner  | 2000  | 36-0017 |
|  | TRUCK - WATER, INTERNATIONAL, 3000 GAL | International | 2000  | 36-0020 |
|  | TRUCK - WATER, INTERNATIONAL, 1600 GAL | International | 1999  | 36-9913 |
|  | TRUCK - UTILITY, CHEVY C3500           | Chevrolet     | 2008  | 36-0806 |
|  | TRUCK - UTILITY, CHEVY C3500           | Chevrolet     | 2008  | 36-0809 |
|  | TRUCK - UTILITY, CHEVY C3500           | Chevrolet     | 1999  | 36-9917 |
|  | AIR COMPRESSOR - IR 185CFM             | Ingersol Rand | 2009  | 46-0901 |
|  | AIR COMPRESSOR - IR P185C              | Ingersol Rand | 1991  | 46-9101 |
|  | AIR COMPRESSOR - ATLAS COPCO XAS-185   | Atlas Copco   | 2011  | 46-1101 |
|  | AIR COMPRESSOR - ATLAS COPCO XAS-185   | Atlas Copco   | 2011  | 46-1102 |
|  | MILL SKIDSTEER                         | Universal     | 2006  | 48-0601 |
|  | MILL SKIDSTEER                         | Universal     | 2008  | 48-0813 |
|  | Elgin Eagle Sweeper                    | Elgin         | 20073 | 48-0713 |
|  | BROOM - BOBCAT 72"                     | Bobcat        | 2010  | 48-1022 |
|  | BROOM - BOBCAT 60"                     | Bobcat        | 2011  | 48-1105 |

|  |                                 |              |      |         |
|--|---------------------------------|--------------|------|---------|
|  | SHUTTLE BUGGY - ROADTEC SB2500D | Roadtec      | 2006 | 52-0601 |
|  | ROAD WIDENER - BG BG-730        | Barber Green | 1992 | 56-9201 |





CONTRACT NO. RR-19-4503

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 |
|---------------|---------------------|---------------------|------------------|-----------------------|
|               |                     |                     |                  |                       |
|               | <b>SEE ATTACHED</b> |                     |                  |                       |
|               |                     |                     |                  |                       |
|               |                     |                     |                  |                       |
|               |                     |                     |                  |                       |
|               |                     |                     |                  |                       |
|               |                     |                     |                  |                       |

4. MATERIALS COMMITMENTS

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

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

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SUB-CONTRACT WORK

| Scope of Work                   | Related Item | Percentage of Total Contract   | Approximate Value                         | Identified Contractor                      |
|---------------------------------|--------------|--------------------------------|-------------------------------------------|--------------------------------------------|
| Concrete                        | Various      | 7.86                           | \$ 388,295.00                             | N-Track                                    |
| Crack Fill/ <i>Microsurface</i> | Various      | 14.01                          | \$ 692,388.00                             | AC Pavement                                |
| Electric                        | Various      | 0.06                           | \$ 2,750.00                               | Engel Electric Co.                         |
| Guardrail                       | Various      | 0.14                           | \$ 46,844.00                              | Industrial Fence Inc.                      |
| Landscaping                     | Various      | 3.22                           | \$ 159,000.00                             | Arteaga Landscapes & Erosion Control , LLC |
| Sewer Clean                     | Various      | 2.38                           | \$ 117,602.00                             | H.R. Stewart                               |
| Signing                         | Various      | 14.88                          | \$ 735,089.00                             | Kujo, Inc.                                 |
| Soil Testing                    | Various      | 0.34                           | \$ 17,000.00                              | Anderson Environmental                     |
| Quality Control / Testing       | Various      | <del>1.97</del> <i>1.97253</i> | <del>\$ 130,000.00</del> <i>\$ 95,000</i> | Material Solutions Testing                 |
| Traffic Control / Striping      | Various      | <i>SC</i> 16.43                | <i>SC</i> \$ 811,887.00                   | Maintenance Coatings Company               |
| HMA Surface Removal             | Various      | 1.54                           | \$ 76,000.00                              | Schroeder Asphalt Services                 |
| Longitudinal Joint Sealant      | Various      | 1.91                           | \$ 94,672.66                              | ProTack Asphalt Spraying Experts           |

CONTRACT NO. RR-19-4503

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES X NO \_\_\_\_\_

6. DOCUMENT REFERENCE

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

The Special Provisions YES X NO \_\_\_\_\_

The Contract Plans YES X NO \_\_\_\_\_

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

Dated at 286 Memorial Ct., this 4th day of February, 2020.  
Crystal Lake, IL 60014

Curran Contracting Company

Name of Organization

By

Nick Schram, Vice President

Title of Person Signing

STATE OF Illinois )  
COUNTY OF McHenry )

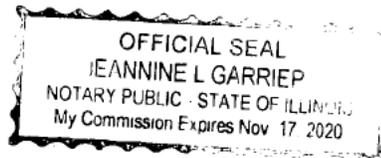
Nick Schram being duly sworn deposes and says that he/she is Vice President of the above Curran Contracting Company and that the answers to the questions in the foregoing Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 4th day of February, 2020.

Notary Public

My Commission Expires: 11/17/2020





CURRENT CONTRACTURAL OBLIGATIONS

| CONTRACTOR                | OWNER OR AGENCY             | VALUE OF WORK UNEARNED | TYPE OF WORK YET TO BE PERFORMED                        | ESTIMATED COMPLETION DATE |
|---------------------------|-----------------------------|------------------------|---------------------------------------------------------|---------------------------|
| FCL Builders              |                             | \$ 374,955             | Earthwork                                               | 6/1/2020                  |
| Rausch Builders           | Kane County                 | \$ 266,060             | HMA Paving                                              | 7/1/2020                  |
| N-Trak                    | IDOT                        | \$ 820,315             | HMA Paving                                              | 7/1/2020                  |
| Rockford Construction     | Meijer                      | \$ 113,914             | HMA Paving                                              | 5/1/2020                  |
| Lamp                      | McHenry High School         | \$ 246,735             | HMA Paving                                              | 6/1/2020                  |
| Shodeen Construction      | Shodeen Construction        | \$ 135,843             | HMA Paving                                              | 6/1/2020                  |
| NRB Land Development      | NRB Land Development        | \$ 1,415,369           | Agg. Base and HMA Paving                                | 7/1/2020                  |
| Williams Brothers         | DeKalb Sanitary District    | \$ 208,456             | HMA Paving                                              | 10/1/2020                 |
| Grainger LLC              |                             | \$ 102,234             | HMA Paving                                              | 10/1/2020                 |
| Renier Construction Corp. | Dayton Freight              | \$ 190,290             | HMA Paving                                              | 7/1/2020                  |
| Pheonix Builders          | Beyond Self Storage         | \$ 44,685              | Earthwork                                               | 10/1/2020                 |
| Pilot Travel Stop         | Pilot Travel Stop           | \$ 214,707             | Earthwork and HMA Paving                                | 6/1/2020                  |
| Pilot Travel Stop         | Pilot Travel Stop           | \$ 2,494,341           | Removals, Earthwork, Agg. Base, HMA Paving and Striping | 10/1/2020                 |
| Lamp                      | McHenry High School         | \$ 295,433             | Earthwork                                               | 8/1/2020                  |
| Carlson Brothers, Inc.    | Housing Authority of Joliet | \$ 28,918              | Earthwork                                               | 7/1/2020                  |
| Mortenson                 | CTA                         | \$ 274,863             | Earthwork                                               | 12/1/2020                 |
| Renier Construction Corp. | Dayton Freight              | \$ 201,845             | Earthwork and Agg. Base                                 | 7/1/2020                  |
| NRB Land Development      | NRB Land Development        | \$ 824,612             | Earthwork and Agg. Base                                 | 7/1/2020                  |







Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of
(Letting date) 1/17/2020

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

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 work which is the responsibility of your firm. 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 the work is contractured, show NONE.

Table with columns: Contract Number, Contract With, Estimated Completion Date, Total Contract Price, Uncompleted Dollar Value if Firm is the Prime Contractor, Uncompleted Dollar Value if Firm is the Subcontractor, and Awards Pending. Includes rows for IL Rt. 72 Widening Resurfacing, 66D54, IDOT, and 71/2020.

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 award is 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 contractured, show NONE.

Table with columns: Work Description, Amount, and Accumulated Totals. Lists various construction items like Earthwork, Portland Cement Concrete Paving, HMA Plant Mix, HMA Paving, Clean & Seal Cracks/Joints, etc.

Part III. Work Subcontracted to Others

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

Table with columns: Subcontractor, Type of Work, Subcontract Price, Amount Uncompleted, Subcontractor, Type of Work, Subcontract Price, Amount Uncompleted, and Awards Pending. Lists subcontractors like Javelina, HMA Milling, Sanco, Traffic Control, etc.

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 21 day of January, 2020.

CONTINUED NEXT PAGE

Notary Public

My commission expires: 11/17/2020

Signed

Company Curran Contracting Company
Address 286 Memorial Court
Crystal Lake, IL 60014

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.









Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of

1/17/2020
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to fit 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 work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

Table with columns: Contract Number, Contract With, Estimated Completion Date, Total Contract Price, Uncompleted Dollar Value if Firm is the Prime Contractor, Uncompleted Dollar Value if Firm is the Subcontractor, 1, 2, 3, 4, Awards Pending.

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 award is 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.

Table with columns: Work Item, Amount, 1, 2, 3, 4, Awards Pending, Accumulated Totals.

Part III. Work Subcontracted to Others

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

Table with columns: Subcontractor, Type of Work, Subcontract Price, Amount Uncompleted, 1, 2, 3, 4, Awards Pending.

I, being duly sworn, do hereby declare this affidavit to be 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 21 day of January, 2020.

Notary Public
Signature
Title

My commission expires: 11/17/2020

Company: Curran Contracting Company
Address: 286 Memorial Court
Crystal Lake, IL 60014

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.



**Affidavit of Availability**  
**For the Letting of**  
 1/17/2020  
 (Letting date)

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

**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 bonding law bids not yet awarded or rejected. In a joint venture, list only that portion of 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.

| Contract Number                                          | 1                                 | 2                      | 3                        | 4                           | Awards Pending                        |
|----------------------------------------------------------|-----------------------------------|------------------------|--------------------------|-----------------------------|---------------------------------------|
| Contract With                                            | McHenry West HS Phase II          | Liberty 701 Bitter Rd. | Pilot Utility Extensions | GTALEV Bus Charging Station |                                       |
| Contract With                                            | McHenry Community HS District 158 | N/A                    | N/A                      | N/A                         |                                       |
| Contract With                                            |                                   | FCL Builders           | Pilot Travel Centers     | Mortenson                   |                                       |
| Estimated Completion Date                                | 8/1/2020                          | 8/1/2020               | 3/1/2020                 | 12/1/2020                   |                                       |
| Total Contract Price                                     | 377,500                           | 457,970                | 2,391,203                | 374,706                     |                                       |
| Uncompleted Dollar Value If Firm is the Prime Contractor |                                   |                        | 900,000                  |                             | 13,527,680                            |
| Uncompleted Dollar Value If Firm is the Subcontractor    | 180,000                           | 221,000                |                          | 167,500                     | 2,413,406                             |
|                                                          |                                   |                        |                          |                             | Total Value of All Work<br>15,941,086 |

**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 award is 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.

|                                      | 1       | 2       | 3       | 4       | Accumulated Totals |
|--------------------------------------|---------|---------|---------|---------|--------------------|
| Earthwork                            | 150,000 | 15,000  |         | 90,000  | 485,100            |
| Portland Cement Concrete Paving      |         |         |         |         |                    |
| HMA Plant Mix                        |         |         |         |         | 5,827,042          |
| HMA Paving                           |         |         |         |         |                    |
| Clean & Seal Cracks/Joints           |         |         |         |         |                    |
| Aggregate Bases & Surfaces           |         | 197,000 |         | 50,000  | 512,300            |
| Hwy.R.R. & Waterway Structures       |         |         |         |         |                    |
| Drainage                             |         |         |         |         |                    |
| Electrical                           |         |         |         |         |                    |
| Cover and Seal Coats                 |         |         |         |         | 32,512             |
| Concrete Construction                |         |         |         |         |                    |
| Landscaping                          |         |         |         |         |                    |
| Fencing                              |         |         |         |         |                    |
| Guardrail                            |         |         |         |         |                    |
| Painting                             |         |         |         |         |                    |
| Signaling                            |         |         |         |         |                    |
| Cold Milling, Planning & Rotomilling |         |         |         |         | 364,400            |
| Demolition                           |         |         |         | 20,000  | 48,960             |
| Pavement Markings (Paint)            |         |         |         |         | 5,000              |
| Field Office                         |         |         |         |         | 33,600             |
| Traffic Control                      |         |         |         |         |                    |
| Other Construction                   | 30,000  | 9,000   | 100,000 |         | 460,468            |
| Totals                               | 180,000 | 221,000 | 100,000 | 160,000 | 7,769,382          |

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

**Part III. Work Subcontracted to Others**  
 For each contract described in Part I, list all the work you have subcontracted to others.

|                    | 1 | 2 | 3           | 4             | Awards Pending |
|--------------------|---|---|-------------|---------------|----------------|
| Subcontractor      |   |   | N-Trak      | Brownfield    |                |
| Type of Work       |   |   | Underground | Environmental |                |
| Subcontract Price  |   |   | 1,612,182   | 15,000        |                |
| Amount Uncompleted |   |   | 800,000     | 7,500         |                |
| Subcontractor      |   |   | Griffin     | Clean Cut     |                |
| Type of Work       |   |   | Dewatering  | Tree Removal  |                |
| Subcontract Price  |   |   | 133,900     | 6,000         |                |
| Amount Uncompleted |   |   |             |               |                |
| Subcontractor      |   |   |             |               |                |
| Type of Work       |   |   |             |               |                |
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**Illinois State Toll Highway Authority**  
**SPECIAL PROVISION**  
**FOR**  
**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

**1. POLICY STATEMENT**

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

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

**2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

### **3. CONTRACTOR ASSURANCE**

The contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

### **4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR**

This contract includes a specific DBE utilization goal of **27%** of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

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

## **6. BIDDING PROCEDURES**

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

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

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

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

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

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

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

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

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

The submission of DBE Form 2025 should be via email to [constructionbid@getipass.com](mailto:constructionbid@getipass.com).

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

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

- 6.2.1 The name and address of each DBE to be used;
- 6.2.2 A full description, including pay item numbers for DBEs or associated pay items for trucking services, of the commercially useful function to be performed by each DBE. Descriptions such as “miscellaneous” and prices such as “lump sum” are not acceptable. Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time that those pay items have been confirmed as required work of the contract.
- 6.2.3 Direct Allowance items will not be approved toward DBE participation in the DBE Utilization Plan.
- 6.2.4 Mobilization costs should be included in the cost of the pay item for which it is associated rather than as a separate pay item on the DBE Utilization Plan, DBE Form 2025 for DBE subcontractors.
- 6.2.5 If the DBE is the Prime Contractor, the Mobilization pay item may be approved toward DBE participation in the DBE Utilization Plan.
- 6.2.6 The price to be paid to each DBE for the identified work, specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, the Form must indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- 6.2.7 A commitment statement signed by the Bidder and each DBE evidencing availability and intent to perform a commercially useful function on the project; and
- 6.2.8 If the Bidder is a joint venture comprised of DBEs and non-DBEs, the Plan must also include a clear identification of the portion of the work to be performed by the DBE joint venture partner(s).
- 6.2.9 If the Bidder is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in section 6.6 below.
- 6.2.10 The contract will not be awarded until the DBE Utilization Plan, including if applicable, the bidder’s good faith efforts to meet the goal, is approved by ISTHA. The DBE Utilization Plan will be approved if it demonstrates that DBEs will be used to perform a commercially useful function sufficient to meet the contract goal, or that the Bidder made sufficient good faith efforts, as defined in this Special Provision, to meet the goal.

### **6.3 Counting DBE Participation**

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

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

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

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

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

## **6.4 Demonstrating Commercially Useful Function**

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

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

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

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

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

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

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

## 6.6 Good Faith Efforts Procedures

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

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

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

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

- 6.6.1 Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the Bidder. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than five (5) calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- 6.6.2 Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- 6.6.3 Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 6.6.4 Negotiating in good faith with interested DBEs.
  - 6.6.4.1 Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - 6.6.4.2 A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as

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

- 6.6.5 DBEs may not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract goal.
- 6.6.6 Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the contractor.
- 6.6.7 Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.6.8 Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

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

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

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

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

## **7. CONTRACT COMPLIANCE**

### **7.1 Forms to be Submitted**

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

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

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

### **7.2 Changes to the DBE Utilization Plan**

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

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

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

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

- 7.2.1 Unavailability after receipt of reasonable notice to proceed;
- 7.2.2 Failure of performance;
- 7.2.3 Financial incapacity;
- 7.2.4 Refusal by the subcontractor to honor the bid or bid price or scope or schedule;
- 7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 7.2.6 Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- 7.2.7 The subcontractor's withdrawal of its bid or bid; or

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

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

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

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

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

### **7.3 The submission of the DBE Payment Report**

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

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

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

## **8. SANCTIONS**

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

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

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

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

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

## **9. INACCURATE OR FRAUDULENT REPORTING**

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

## **10. OTHER REGULATIONS**

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

Date: 2/6/2020  
 To: Contact Name: Nich Schram  
 Contractor Company Name: Curran Contracting Company  
 From: Graciela Perez  
 DBE Project Specialist

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

|                                 |                                                                                                                                                                          |                     |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Subject: <b>DBE Plan Review</b> | <b>Date Original Plan Submitted:</b> 2/6/2020                                                                                                                            | <b>Revision #</b> 0 |
| <b>Contract #</b> RR-19-4503    | <b>Established DBE Goal:</b> 27.00 %                                                                                                                                     |                     |
| <b>Contract Description:</b>    | Eastbound Pavement and Structural Preservation and Rehabilitation, Jane Addams Memorial Tollway (I-90), Rockton Road Road to Kishwaukee River Bridge (MP 2.6 to MP 18.3) |                     |

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

Notes:

| DBE Plan as Submitted by apparent low bidder: |                    |                |                   |                       |                       |                |                   |        |                  |
|-----------------------------------------------|--------------------|----------------|-------------------|-----------------------|-----------------------|----------------|-------------------|--------|------------------|
| Core Bid Amount                               |                    | \$4,523,669.42 |                   |                       |                       |                |                   |        |                  |
| D/M/WBE Firm Name                             | Status (SB/Sup/TK) | Type           | Scope             | Contract Amount       | Credit Amount         | Credit %       | Certifying Agency | Gender | Ethnicity        |
| Anderson Environmental Co                     | N/A                | D/WBE          | Soil Analysis     | \$17,000.00           | \$17,000.00           | 0.37 %         | City of Chicago   | U      | Under Review     |
| Arteaga Landscapes & Erosion Control, LLC     | N/A                | DBE            | Landscaping       | \$159,102.65          | \$159,102.65          | 3.51 %         | IDOT              | M      | Hispanic         |
| D & A Laser Trucking                          | Trucker            | DBE            | Trucking          | \$2,940.00            | \$2,940.00            | 0.06 %         | IDOT              | F      | Hispanic         |
| Lyons View Manufacturer and Supply            | Supplier           | D/MBE          | Material Supplier | \$218,879.10          | \$131,327.46          | 2.90 %         | City of Chicago   | M      | African American |
| Maintenance Coatings Co.                      | N/A                | D/WBE          | Traffic Control   | \$811,887.00          | \$811,887.00          | 17.94 %        | IDOT              | F      | Caucasian        |
| Material Solutions Laboratory                 | N/A                | DBE            | Testing           | \$95,000.00           | \$95,000.00           | 2.10 %         | IDOT              | M      | Asian Indian     |
| MTC Moreno's, Inc.                            | Trucker            | DBE            | Trucking          | \$2,940.00            | \$2,940.00            | 0.06 %         | IDOT              | M      | Hispanic         |
| Tamayo Cartage, Inc.                          | Trucker            | DBE            | Trucking          | \$2,790.00            | \$2,790.00            | 0.06 %         | IDOT              | M      | Hispanic         |
| <b>Total # of subcontracts: 8</b>             |                    |                | <b>TOTAL</b>      | <b>\$1,310,538.75</b> | <b>\$1,222,987.11</b> | <b>27.03 %</b> |                   |        |                  |
| <b>Total # of subcontractors: 8</b>           |                    |                | <b>Total %</b>    | <b>28.97 %</b>        | <b>27.03 %</b>        |                |                   |        |                  |



ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Curran Contracting Company  
CONTACT NAME: Nick Schram  
CONTACT PHONE NUMBER: 815-455-5100  
CONTACT E-MAIL: estimating@currancontracting.com

CONTRACT NUMBER 1305

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_

PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

Instructions to Bidders:

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

| DBE UTILIZATION PLAN |                                                                    |                                                            |
|----------------------|--------------------------------------------------------------------|------------------------------------------------------------|
| DBE Firm Name        | Scope of Work<br>Brief description of overall work to be performed | DBE - Amount (\$)<br>If supplier, enter 60% credit amount. |
| <i>SEE ATTACHED</i>  |                                                                    |                                                            |
|                      |                                                                    |                                                            |
|                      |                                                                    |                                                            |
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|                      |                                                                    |                                                            |
|                      |                                                                    |                                                            |
| TOTAL                |                                                                    |                                                            |

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

  
Signature

**DBE UTILIZATION PLAN**

| DBE Firm Name                    | Scope of Work Brief description of overall work to be performed | DBE- Amount (\$) If supplier, enter 60% credit amount. |
|----------------------------------|-----------------------------------------------------------------|--------------------------------------------------------|
| Material Solutions Lab.          | Testing, Quality Control                                        | \$ 95,000.00                                           |
| Arteaga Landscaping              | Landscape                                                       | \$ 159,102.65                                          |
| Maintenance Coatings Co.         | Traffic Control / Striping                                      | \$ 811,887.00                                          |
| Lyons View Manufacturer & Supply | Material Supplier - Signage                                     | \$ 131,327.46                                          |
| Anderson Environmental           | Soil Analysis / Disposal                                        | \$ 17,000.00                                           |
| MTC Moreno's Inc.                | Trucking                                                        | \$ 2,940.00                                            |
| D & A Laser Trucking             | Trucking                                                        | \$ 2,940.00                                            |
| Tamayo Cartage                   | Trucking                                                        | \$ 2,790.00                                            |
|                                  | <b>TOTAL</b>                                                    | \$ 1,222,987.11                                        |



CONTRACT # RR-19-4503

DBE FIRM NAME: Anderson Environmental Co.  
CHECK ALL THAT APPLY: DBE MBE WBE SBA 8(a)

PRIME        JV PARTNER        SUBCONTRACTOR   XX   TRUCKER        SUPPLIER        MANUFACTURER       

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

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

| PAY ITEM NO. *                   | DESCRIPTION: Indicate whether furnish only, or both furnish and install. | QUANTITY      | UNIT PRICE        | TOTAL CONTRACT AMOUNT (\$) | CHECK IF SUPPLIER | TOTAL DBE CREDIT AMOUNT (\$)<br><small>(Include to 50% of contract amount if firm has supplier)</small> |
|----------------------------------|--------------------------------------------------------------------------|---------------|-------------------|----------------------------|-------------------|---------------------------------------------------------------------------------------------------------|
| 66900330                         | Soil Disposal Analysis                                                   | 2             | 1,950.00          | 3,900.00                   |                   | 3,900                                                                                                   |
| 66901002                         | On-Site Monitoring of Regulated Substances                               | 10            | 850.00            | 8,500.00                   |                   | 8,500                                                                                                   |
| <del>77669000</del>              | <del>Non-spectroscopic Bipolar Type-3</del>                              | <del>25</del> | <del>499.75</del> | <del>12,493.75</del>       |                   |                                                                                                         |
| JT569930                         | Earthwork Construction Plan                                              | 1             | 2,100.00          | 2,100.00                   |                   | 2,100                                                                                                   |
| JT569940                         | Earthwork Final Construction Report                                      | 1             | 2,500.00          | 2,500.00                   |                   | 2,500                                                                                                   |
| <b>TOTALS FOR THIS DBE FIRM:</b> |                                                                          |               |                   | <b>43,975.75</b>           |                   | <b>17,000</b>                                                                                           |

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #15671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal Percentage.

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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: Nick Sittman Title: Vice President Date: 02-05-2020

Signature for DBE Contractor: [Redacted] Title: Construction MGR Date: 02-05-2020

Prime Name: Curran Contracting Company  
Address: 286 Memorial Court, Crystal Lake, IL 60014  
Phone: 815-455-5100  
Email: estimating@currancontracting.com

DBE Firm Name: Anderson Environmental Co.  
Address: 201 N. 5th Street, Rockford, IL 61107-4101  
Phone: 815-962-7000  
Email: k@andersonenv.com

# Anderson environmental

## PROPOSAL

Illinois State Toll Highway Authority  
RR-19-4503 Bidding February 6, 2020  
Eastbound Pavement & Structural Preservation & Rehabilitation

Anderson Environmental Co. is an Illinois DOT Certified Woman Owned Business (WBE) No. 38619, IDOT Registered Subcontractor No. 14729, and Certified Disadvantaged Business Enterprise (DBE). We respectfully submit the following scope of services for the project referenced above:

**Line 1 66901002 On-Site Monitoring of Regulated Substances**

### **NOT INCLUDED IN DISPOSAL FEES**

On-Site Environmental Professional to monitor worker protection, documentation of procedures, and waste disposal coordination.

Daily Rate **\$850.00 Day**

- ➔ Rate is exclusive of CAL DAY breakdown. If Anderson Environmental is required to have personnel on-site, this is the rate that will be invoiced. Contractor is responsible for any difference between invoiced and approved.
- ➔ Specification 669.04 requires monitoring in all areas containing regulated substances. This includes areas designated as 669.05(a)(1) - (a)(5), 669.05(b), 669.05(c) & 669.05(d).
- ➔ Includes Photo Ionization Detector (PID)
- ➔ Includes area monitoring per specification section 669.04
- ➔ Includes all travel expenses
- ➔ Up to 8 hours on site per day

**Line 2 JT202008 Non-Special Waste Disposal, Type 1**

Advanced Disposal – Orchard Hills Landfill, 8290 Highway 251, Davis Junction, IL

**\$18.75 / Ton**

- ➔ Tonnage will be invoiced based on landfill scale tickets
- ➔ Contractor responsible for tonnage / yardage conversion
- ➔ Price includes landfill coordination and waste manifest documentation
- ➔ Price includes disposal of plastic truck bed liners per Article 669.09
- ➔ Price does not include plastic truck bed liners
- ➔ Price does not include costs for loading trucks or transportation
- ➔ Price does not include sampling or lab analysis for landfill waste profile
- ➔ Price assumes material is non-hazardous
- ➔ If traffic control is required, it is to be provided by others

Line 3 **JT669030 Earthwork Construction Plan** **\$2,100.00** Lump Sum

➔ Regulated Substances Pre-Construction Plan  
Specification Section 669.03

➔ Price includes completion of form BDE 2730

Price includes signature of Illinois licensed Professional  
Engineer or Professional Geologist

Line 4 **JT669040 Earthwork Final Construction Report** **\$2,500.00** Lump Sum

➔ Regulated Substance Final Construction Report  
Specification Section 669.09

➔ Price includes completion of form BDE 2733 and required  
attachments

➔ Price includes signature of Illinois licensed Professional

Line 5 **66900530 Soil Disposal Analysis** **\$1,950.00** Each

➔ This price includes on-site grab sample collection and laboratory analysis per landfill  
permit test parameters.

➔ The price does not include any soil boring or equipment to obtain subsurface soil  
samples or below grade sampling.

➔ Price includes travel and labor expenses.

**Bond Cost (if required)**

Add 1.0% to the overall scope of services to cover bonding costs

Total Bond Costs based on pricing referenced above and value of "On Site  
Environmental Professional" at 1.0%

**Final \$ amount to be determined**

Please note that additional *authorized* work, not specifically included with this proposal, will be billed  
at the attached time and material rates. If you have any questions, you can reach me at 815/962-  
9000 Ext. 170.

Sincerely,

  
Jeff Anderson  
Construction Manager

# Unified Certification Program - Search

[Contractor Details](#)[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)[Print](#)

**Anderson Environmental Co**  
Jennifer Anderson  
201 N. 6th Street  
Rockford, IL 61107-0000

**Email:** [janderson@andenv.com](mailto:janderson@andenv.com)

**Phone:** 815-962-9000

**Fax:** 815-962-7978

**County:** Winnebago

**Categories:** Professional

| <b>NAICS</b>                               | <b>Speciality</b>                        |
|--------------------------------------------|------------------------------------------|
| 541620 - Environmental consulting services | 541620-ENVIRONMENTAL CONSULTING SERVICES |



CONTRACT # RR-19-4503

DBE FIRM NAME: LYONS VIEW MANUFACTURER & SUPPLY, INC.  
CHECK ALL THAT APPLY:  DBE  MBE  WBE  SBA (8(a))

PRIME:  JV PARTNER:  SUBCONTRACTOR:  TRUCKER:  SUPPLIER:  MANUFACTURER:

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW:  Y  N UNDER CONTRACT TO: *KUSD, INC.*

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 company letterhead.

| PAY ITEM NO. *            | DESCRIPTION: Indicate whether furnish only, or both furnish and install. | QUANTITY | UNIT PRICE | TOTAL CONTRACT AMOUNT (\$) | CHECK IF SUPPLIER | TOTAL DBE CREDIT AMOUNT (\$)<br><small>(Reduce to 60% of contract amount if firm is a SUPPLIER)</small> |
|---------------------------|--------------------------------------------------------------------------|----------|------------|----------------------------|-------------------|---------------------------------------------------------------------------------------------------------|
| 1                         | <i>please see attached</i>                                               |          |            |                            |                   |                                                                                                         |
| TOTALS FOR THIS DBE FIRM: |                                                                          |          |            |                            |                   | <i>131,327.40</i>                                                                                       |

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #15671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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]* Title: *Vice President*  
 Date: 2/6/2020  
 Contact: *Nick Schram*  
 Phone: 815-455-5100  
 Firm Name: Curran Contracting Company  
 Address: 286 Memorial Court, Crystal Lake, IL 60014

Signature for DBE Contractor: *[Redacted]* Title: *PRESIDENT*  
 Date: 2-6-2020  
 Contact: JOSHUA S DAVIS  
 Phone: 773-886-7751  
 Firm Name: LYONS VIEW MANUFACTURER & SUPPLY, INC.  
 Address: 5201 W HARRISON ST CHICAGO, IL 60641

CONTRACT # RR-19-4503



5261 W. Harrison Street  
Chicago IL 60644  
Phone:  
Fax:  
From: Kerry Hayden  
Quoter Ph: 630-462-0230 x. 26  
Email: khayden@thewillgroup.com

**Project** RR-19-4503 - EB Pavem Struct Preserv  
Rehab - RR-19-4503 - EB Pavem  
Struct Preserv Rehab - RR-19-4503 -  
EB Pavem Struct Preserv Rehab

**Location**  
**Quote** LV20-8896-1

**To:**  
Lighting Solutions of Illinois  
401 S. Carlton Avenue  
Wheaton IL 60187  
Phone: (630) 462-0230  
Fax: (630) 462-9077

**For**  
**Bid Date** Feb 6, 2020  
**Expires** Mar 7, 2020

| QTY           | Type     | MFG  | Part                                                      | Price UQ | ExtPrice            |
|---------------|----------|------|-----------------------------------------------------------|----------|---------------------|
| 1,885         | 72700100 | VALP | STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY                 | \$1.88   | \$3,543.80          |
| 110           | JS733110 | VALP | OVERHEAD SIGN STRUCTURE, SPAN TYPE<br>(ALUMINUM) [110 FT] | \$885.69 | \$97,425.90         |
| 140           | JS733140 | VALP | OVERHEAD SIGN STRUCTURE, SPAN TYPE<br>(ALUMINUM) [140 FT] | \$842.21 | \$117,909.40        |
| <b>Total:</b> |          |      |                                                           |          | <b>\$218,879.10</b> |

**Notes:**

Ship to address: TBD

All material prices are FOB, Valmont - Plymouth, IN

Shipping Costs are based on sending all material

at the same time - if required at different times there will be additional shipping charges. Freight is included in the structure pricing above.

- Structures are galvanized steel and aluminum.
- Structures are designed by State, per contract plans.
- No external walkways included. No light brackets are included for any structure.
- Paint NOT included.
- All actual dimensions of structures must be determined and verified by the customer prior to fabrication.
- Anchor bolts are listed for each structure if required.

Anchor bolts will be invoiced at time of anchor bolt shipment. Templates included in anchor bolt price.

• Shipping Costs included. Shipping cost will show up separately on invoice, but the invoice total will not exceed pricing listed.

- Valmont drawing lead time not to exceed 6 weeks.
- Includes fabrication and on site delivery of overhead sign structures.
- Quote is subject to Valmont's standard terms and conditions.
- All quotations subject to acceptance by Valmont at time of order placement
- All pricing quoted as a package for this contract. Any reduction in quantities will require a re-quote.

60%  
131,327.46



5261 W. Harrison Street  
Chicago IL 60644  
Phone:  
Fax:  
From: Kerry Hayden  
Quoter Ph: 630-462-0230 x. 26  
Email: khayden@thewillgroup.com

Project RR-19-4503 - EB Pavem Struct Preserv  
Rehab - RR-19-4503 - EB Pavem  
Struct Preserv Rehab - RR-19-4503 -  
EB Pavem Struct Preserv Rehab

Location  
Quote LV20-8896-1

Estimated lead time 14-16 weeks after state approval and customer release for fabrication.  
Lead time is subject to change at time of release. Some Aluminum sizing may cause increased leadtimes based on size.

A schedule of expected delivery dates is required at the time of Purchase Order acceptance. If this information is not provided or unavailable, the delivery date will be considered 60 days less than the advertised project completion date provided in the documents at the time of quotation, Net 30 days upon credit approval. Terms may change depending upon the evaluation of the credit application.

Valmont reserves the right to recover additional costs incurred due to catastrophic material increases. This will be determined to be necessary if the steel index is more than 20% higher at time of release than at time of purchase order acceptance.

A copy of the payment & performance Bond may be required for Valmont's file.

A copy of the customers structure installation schedule is required prior to fabrication. This will enable Valmont to provide the proper ship date in accordance to the shop schedule and customers requested on site date .

30 days from above date.

Price does not include any state, federal, or local sales, use or excise taxes.

Valmont may be required by state law to collect Sales/Use Tax at the time of shipment. If required, this tax will appear as a separate item on the invoice. If you have a tax exempt certificate, submit it at the time of order.

Back-charges/ Damages/ Claims:

Back-charges for field work of any kind are not acceptable without prior written authorization from Valmont.

All claims for shortages must be made in writing within 30 days of receipt of delivery.

Upon discovery of unsatisfactory product, the customer shall immediately notify Valmont by which Valmont will acknowledge receipt of the complaint and initiate an investigation. If the investigation and inspection confirm the errors in Valmont's fabrication, Valmont agrees to repair and/or replace (at Valmont's discretion) defective material at no charge to the customer.

Valmont shall be given the opportunity to inspect the product prior to any corrective work being done. Valmont is responsible for providing structures in accordance with approved drawings & specifications. Valmont is NOT responsible for field changes & drawing changes not received and acknowledged by Valmont prior to structure fabrication.

**Terms and conditions of sale:**

Add freight for pre-shipment of anchor bolts.

NO labor charge back will be paid without prior authorization from the factory.

Manufacturer's standard freight terms apply.

Freight claims are the responsibility of the customer.

Lamps are not included unless noted.

Subject to manufacturer's published terms and conditions of sale.

Quotation based upon all types and quantities quoted. Any changes will void the quotation.

Mfg Terms: Freight Allowance Minimum Order

Date: Jan 31, 2020

Quote: LV20-8896-1

**Quote**  
Page 3/3



5261 W. Harrison Street  
Chicago IL 60644  
Phone:  
Fax:  
**From: Kerry Hayden**  
**Quoter Ph: 630-462-0230 x. 26**  
**Email: khayden@thewillgroup.com**

**Project** RR-19-4503 - EB Pavem Struct Preserv  
Rehab - RR-19-4503 - EB Pavem  
Struct Preserv Rehab - RR-19-4503 -  
EB Pavem Struct Preserv Rehab

**Location**  
**Quote** LV20-8896-1

**Mfg Terms:**  
VALP Valmont/Pirod

Freight  
Allowance  
Plus Freight

Minimum  
Order

## Certified Profile

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

|               |                                                                      |                                  |
|---------------|----------------------------------------------------------------------|----------------------------------|
| BUSINESS NAME | <b>Lyons View Manufacturer &amp; Supply Inc.</b>                     |                                  |
| OWNER         | Mr. Joshua Davis                                                     |                                  |
| ADDRESS       | 5261 West Harrison St.<br>Chicago, IL 60644                          | <a href="#">Map This Address</a> |
| PHONE         | 773-669-7721                                                         |                                  |
| FAX           | 773-669-7721                                                         |                                  |
| EMAIL         | <a href="mailto:jdavis@lyonsviewmfg.com">jdavis@lyonsviewmfg.com</a> |                                  |

**Certification Information**

|                                |                                                                                                                                                                     |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFYING AGENCY              | City of Chicago                                                                                                                                                     |
| CERTIFICATION TYPE             | DBE - Disadvantaged Business Enterprise                                                                                                                             |
| CERTIFICATION DATE             | 4/19/2019                                                                                                                                                           |
| RENEWAL DATE                   | 4/1/2020                                                                                                                                                            |
| EXPIRATION DATE                | 4/1/2024                                                                                                                                                            |
| CERTIFIED BUSINESS DESCRIPTION | NAICS 335129 Other Lighting Equipment Manufacturing<br>NAICS 423610 Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers |

**Commodity Codes**

| Code         | Description                                                                                     |
|--------------|-------------------------------------------------------------------------------------------------|
| NAICS 335129 | Other Lighting Equipment Manufacturing                                                          |
| NAICS 423610 | Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers |

**Additional Information**

|                |           |
|----------------|-----------|
| WARD           | 29        |
| COMMUNITY AREA | 25 Austin |

# KUJO, Inc.

Tel: (647) 497-9277 Fax: (647) 497-9278  
e-mail: kajo@kujotnc.com

ISTHA  
RR-19-4503  
I-90  
Rockton Road to Kishwaukee River  
Bid Date February 6, 2020

| Item     | Description                                                                     | Quantity | U/M   | Cost       | Extension     |
|----------|---------------------------------------------------------------------------------|----------|-------|------------|---------------|
| 50300225 | CONCRETE STRUCTURES                                                             | 3.80     | CU YD | \$1,750.00 | \$ 8,650.00   |
| 50800205 | REINFORCEMENT BARS, EPOXY COATED                                                | 38750.00 | POUND | \$1.80     | \$ 69,750.00  |
| 72000200 | SIGN PANEL - TYPE 2                                                             | 48.00    | SQ FT | \$52.00    | \$ 2,496.00   |
| 72100100 | SIGN PANEL OVERLAY                                                              | 9.00     | SQ FT | \$35.00    | \$ 315.00     |
| 72200100 | DEMOUNTABLE LEGEND CHARACTERS AND ARROWS                                        | 1.00     | EACH  | \$350.00   | \$ 350.00     |
| 72400320 | REMOVE SIGN PANEL - TYPE 2                                                      | 48.00    | SQ FT | \$22.00    | \$ 1,056.00   |
| 72400330 | REMOVE SIGN PANEL - TYPE 3                                                      | 1819.00  | SQ FT | \$12.00    | \$ 21,828.00  |
| 72400720 | RELOCATE SIGN PANEL - TYPE 2                                                    | 95.00    | SQ FT | \$24.00    | \$ 2,280.00   |
| 72400730 | RELOCATE SIGN PANEL - TYPE 3                                                    | 920.00   | SQ FT | \$15.00    | \$ 13,800.00  |
| 72700100 | STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY                                       | 1885.00  | POUND | \$5.00     | \$ 9,425.00   |
| 73000100 | WOOD SIGN SUPPORT                                                               | 168.00   | FOOT  | \$34.00    | \$ 5,712.00   |
| 73600100 | REMOVE OVERHEAD SIGN STRUCTURE - SPAN                                           | 1.00     | EACH  | \$8,600.00 | \$ 8,600.00   |
| 73700100 | REMOVE GROUND MOUNTED SIGN SUPPORT                                              | 13.00    | EACH  | \$250.00   | \$ 3,250.00   |
| 73700200 | REMOVE CONCRETE FOUNDATION - GROUND MOUNT                                       | 13.00    | EACH  | \$350.00   | \$ 4,550.00   |
| 73700300 | REMOVE CONCRETE FOUNDATION - OVERHEAD                                           | 2.00     | EACH  | \$2,600.00 | \$ 5,200.00   |
| JS733110 | OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (110 FT)                          | 110.00   | FOOT  | \$1,062.00 | \$ 116,820.00 |
| JS733140 | OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (140 FT)                          | 140.00   | FOOT  | \$1,010.00 | \$ 141,400.00 |
| JS734A10 | FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE                               | 181.80   | CU YD | \$1,260.00 | \$ 229,068.00 |
| JT599046 | REMOVAL AND REPLACEMENT OF PRECAST CONCRETE NOISE WALL PANEL SECTIONS           | 226.00   | SQ FT | \$68.00    | \$ 15,368.00  |
| JT637022 | CONCRETE MEDIAN BARRIER TRANSITION, TYPE F                                      | 40.00    | FOOT  | \$450.00   | \$ 18,000.00  |
| JT720110 | SIGN INSTALLATION, TYPE 2                                                       | 16.00    | SQ FT | \$32.00    | \$ 512.00     |
| JT720120 | SIGN INSTALLATION, TYPE 3                                                       | 2719.00  | SQ FT | \$11.00    | \$ 29,909.00  |
| JT720710 | SIGN PANEL MOUNTING                                                             | 10.00    | EACH  | \$550.00   | \$ 5,500.00   |
| JT733250 | SIGN STRUCTURE RODENT SCREEN                                                    | 11.00    | EACH  | \$650.00   | \$ 7,150.00   |
| JT733252 | SIGN STRUCTURE BOLT REPAIR                                                      | 15.00    | EACH  | \$250.00   | \$ 3,750.00   |
| JT733955 | REMOVE STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE              | 24.00    | EACH  | \$150.00   | \$ 3,600.00   |
| JT733956 | FURNISH AND INSTALL STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE | 25.00    | EACH  | \$350.00   | \$ 8,750.00   |

Double Lane Closures : 6  
Concrete Pours : 18

Exclusions Traffic control and protection  
Permits, Fees and Bonds  
Material Testing  
Removal of spoils from site

\$ 735,089.00



CONTRACT # ISTHA I-19-4503

DBE FIRM NAME: Arteaga Landscapes & Erosion Control, LLC  
CHECK ALL THAT APPLY:  DBE  WBE  SBA (N/A)

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

| PAY ITEM NO. * | DESCRIPTION: Indicate whether furnish only, or both furnish and install. | QUANTITY | UNIT PRICE | TOTAL CONTRACT AMOUNT (\$) | CHECK IF SUPPLIER | TOTAL DBE CREDIT AMOUNT (\$)<br><small>(Reduce to 60% of contract amount if firm is a SUBPRIME)</small> |
|----------------|--------------------------------------------------------------------------|----------|------------|----------------------------|-------------------|---------------------------------------------------------------------------------------------------------|
|                | See Attached                                                             |          |            |                            |                   |                                                                                                         |
|                |                                                                          |          |            | TOTALS FOR THIS DBE FIRM:  |                   | 159,102.65                                                                                              |

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #5671010, will not be approved within the DBE Utilization Plan. NOTE that those 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 there to must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the contract and can subject the contractor to contract sanctions.

Signature for Prime Contractor: [Redacted] Title: Vice President Date: 2-6-2020  
Contact: Nick Schram  
Firm Name: Curran Contracting Company  
E-mail: estimating@currancontracting.com  
Phone: 815-455-5100  
Address: 286 Memorial Court, Crystal Lake, IL 60014

Signature for DBE Contractor: [Redacted] Title: President Date: 2-6-2020  
Contact: Julio Arteaga  
Firm Name: Arteaga Landscapes & Erosion Control, LLC  
E-mail: julio@arteagaland.com  
Phone: 847-907-1898  
Address: 2413 N. Periwinkle Way, Round Lake Beach, IL 60073

# ARTEAGA


**Landscapes &  
Erosion Control LLC**

5-Feb-20

Attn: Estimating Department

We are pleased to offer a Landscape quote for the following project. Please call if you have any questions.

### ISTHA RR-19-4503

| <u>Item</u> | <u>Description</u>                          | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Extension</u> |
|-------------|---------------------------------------------|------------|-------------|-------------------|------------------|
| 20101400    | Nitrogen Fertilizer Nutrients               | 30.00      | LB          | \$ 2.00           | \$ 60.00         |
| 20101600    | Potassium Fertilizer Nutrients              | 90.00      | LB          | 2.00              | 180.00           |
| J1251010    | Erosion Control Blanket Bio Net             | 4,840.00   | SY          | 2.21              | 10,696.40        |
|             | <i>Includes the following:</i>              |            |             |                   |                  |
|             | NAG S-75BN                                  |            |             |                   |                  |
|             | <i>Biodegradable Stakes</i>                 |            |             |                   |                  |
| JS250318    | Seeding, Class 4F                           | 0.75       | AC          | 2,818.00          | 2,113.50         |
| JS250320    | Seeding, Class 5                            | 0.75       | AC          | 5,259.00          | 3,944.25         |
| JT250430    | Seeding, Class 2E (Modified)                | 0.25       | AC          | 3,234.00          | 808.50           |
| JS280020    | Management of Erosion and Sediment Control  | 8.00       | MO          | 1,376.00          | 11,008.00        |
| JS280050    | Silt Fence                                  | 734.00     | LF          | 2.50              | 1,835.00         |
| JS280051    | Re-Erect Silt Fence                         | 73.00      | LF          | 1.20              | 87.60            |
| JS280100    | Super Silt Fence                            | 48.00      | LF          | 7.80              | 374.40           |
| JS280150    | Temporary Stabilization With Straw Mulch    | 1.00       | AC          | 2,366.00          | 2,366.00         |
|             | <i>Includes the following:</i>              |            |             |                   |                  |
|             | <i>Temp Seed</i>                            |            |             |                   |                  |
|             | <i>Mulch</i>                                |            |             |                   |                  |
| JS280151    | Same-day Stabilization                      | 2,420.00   | SY          | 0.70              | 1,694.00         |
|             | <i>Includes the following:</i>              |            |             |                   |                  |
|             | <i>Temporary Seed</i>                       |            |             |                   |                  |
|             | <i>Mulch</i>                                |            |             |                   |                  |
| JS280180    | Rectangular Inlet Protection                | 7.00       | EA          | 115.00            | 805.00           |
| JS280210    | Filter Fabric Inlet Protection, Basket type | 625.00     | EA          | 187.00            | 116,875.00       |
| JS280305    | Temporary Ditch Checks                      | 825.00     | LF          | 5.40              | 4,455.00         |
| JT280510    | Floc Log                                    | 12.00      | EA          | 150.00            | 1,800.00         |

**TOTAL: \$ 159,102.65**

↩ Info@Arteagaland.com ↪

Please consider the following options:

|          |                                  |        |    |    |       |    |          |
|----------|----------------------------------|--------|----|----|-------|----|----------|
| J1211110 | Topsoil Excavation and Placement | 538.00 | CY | \$ | 11.00 | \$ | 5,918.00 |
|----------|----------------------------------|--------|----|----|-------|----|----------|

*Includes the Placement ONLY. Excavation and Stockpiling and any testing required will be by others*

The following Bid Notes are to be considered incidental to Acceptance of this Proposal:

Our responsibility includes all work associated with the Plans, Specifications and Addenda listed below and as itemized above. Portions of the work indicated on the plans but not specifically listed herein are assumed to be by others. Additional qualifications to the Plans or Specifications are detailed in this proposal. Restoration beyond the limits stated in our proposal, including incidental Restoration of disturbance not within the scope detailed by our proposal, will be quoted upon request during construction. Protection and/or replacement of material damaged by others is excluded.

A full set of Plans and Specifications were reviewed.

The following Addendum was reviewed: #1 (1/30/20)

Quantities were provided by others and will be confirmed upon completion. All invoicing will be based on these measured quantities and the unit prices listed herein.

Excavation and subgrading for placement of Topsoil, Planting Soil and all other bulk material will be by others.

All dewatering will be by others.

Our pricing does not include a warranty on Turf areas.

Unless otherwise noted in our proposal, maintenance of Erosion Control items is NOT included.

Removal, when required, includes only those items installed by Arteaga Landscaping.

All costs and materials associated with lane closures will be the responsibility of the General Contractor. Flaggers will be supplied by Arteaga Landscaping as necessary.

Contract work is expected to be completed before October 30, 2020.

We reserve the right to review and update pricing if this proposal is not accepted within 30 days.

Sincerely,



Julio Arteaga  
President

All invoices will be payable within 30 days of receipt. You agree to pay Arteaga a one and one half percent (1½%) service charge per month (18% annual) on any overdue balance. You agree to reimburse and indemnify Arteaga for all costs of collection, including without limitation all attorney fees, court costs and/or collection agency fees.

# Unified Certification Program - Search

[Contractor Details](#)

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

**Arteaga Landscapes & Erosion Control LLC** Email: julio@arteagaland.com  
Phone: (224) 444-8675  
Fax: (224) 444-8616

Julio C. Arteaga  
2413 N. Periwinkle Way  
Round Lake Beach, IL  
60073

**County:** Lake

**Categories:** Construction, Miscellaneous

| <b>NAICS</b>                                  | <b>Speciality</b>                                  |
|-----------------------------------------------|----------------------------------------------------|
| 237310-Highway, Street, & Bridge Construction | 237310- EXCAVATING & GRADING - CONSTRUCTION        |
| 238140-Masonry Contractors                    | 238140- INSTAL.PAV.BRICK & PRECAST RETAINING WALLS |
| 238910-Site Preparation Contractors           | 238910- MISC: EROSION CONTROL                      |
| 561730-Landscape Services                     | 561730- LANDSCAPING                                |



CONTRACT # RR-19-4503

DBE FIRM NAME: Tamayo Cartage, 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: Y N UNDER CONTRACT TO:

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

| PAY ITEM NO. *            | DESCRIPTION: Indicate whether furnish only, or both furnish and install. | QUANTITY | UNIT PRICE | TOTAL CONTRACT AMOUNT (\$) | CHECK IF SUPPLIER | TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER) |
|---------------------------|--------------------------------------------------------------------------|----------|------------|----------------------------|-------------------|---------------------------------------------------------------------------------------|
| 44000LW1                  | Trucking/Hauling                                                         |          |            |                            |                   |                                                                                       |
| ST4000S                   | HMA Surf Rem 3" Hauling hourly SMA Surf Friction - Hauling hourly        |          | 93.00      | 15                         |                   | 1395                                                                                  |
|                           |                                                                          |          | 93.00      | 15                         |                   | 1395                                                                                  |
| TOTALS FOR THIS DBE FIRM: |                                                                          |          |            |                            |                   | 2,790.00                                                                              |

\*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, including but not limited to Mobilization Item #35671030, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

- PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
- 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] Title: Nick President Date: 2/6/20

Contact: Nick Schawm

Firm Name: Curran Contracting Company

E-mail: Estimating@currancontracting.com

Phone: 815-455-5100

Address: 286 Memorial Ct., Crystal Lake, IL 60014

---

Signature for DBE Contractor: [Redacted] Title: President Date: 02-06-2020

Contact: Jose Tamayo

Firm Name: Tamayo Cartage, Inc.

E-mail: Lupetamayo26@gmail.com

Phone: 847-366-1108

Address: 12750 Caledonia Rd, Belvidere, IL 61008



# Illinois Department of Transportation

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

July 2, 2019

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jose G. Tamayo  
Tamayo Cartage, Inc.  
12750 Caledonia Rd.  
Belvidere, IL 61008

Dear Mr. Tamayo:

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

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

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

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

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

Sincerely,

A black rectangular redaction box covering the signature of the sender.

E. Dianè Cook Felton, Manager  
DBE Certification Section  
Bureau of Small Business Enterprises



12750 Caledonia Rd

Belvidere, IL 61008

Tel:847-366-1108

Email: Lupetamayo26@gmail.com

Project: Tollway RR-19-4503 EB I-90

February 06, 2020

Tamayo Cartage, Inc. is certified as a DBE. We have a total of 6 Company Owned Trucks and access to 20 owner operators to haul gravel, dirt, hotmix, etc.

Our rate is as follows:

|           |  |             |
|-----------|--|-------------|
| Semi-Dump |  | \$93.00/hr. |
| Semi-Belt |  | \$95.00/hr. |
| 6-Wheeler |  | \$83.00/hr. |

We hope you take us into consideration. Should you have any questions, please contact Fernando Tamayo at 847-366-1108. We look forward to working with your company.

Sincerely,

TAMAYO CARTAGE INC.

*Jose Tamayo*

Jose Tamayo  
Owner



CONTRACT # RR-19-4503

DBE FIRM NAME: Maintenance Coatings Co.  
DBE MBE WBE SBA 8(a)

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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 (\$)<br>(reduce to 60% of contract amount if firm is a SUPPLIER) |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------|------------|----------------------------|-------------------|------------------------------------------------------------------------------------------|
|                                  | See attached quote. Total DBE credit amount does not include temporary lane closure price total.                           |          |            |                            |                   |                                                                                          |
|                                  | ** 5 1/2" waterblasting, 5% of MOT and 5% of temp lane closures to be completed by non-DBE contractors. Either TSI or TCP. |          |            |                            |                   |                                                                                          |
| <b>TOTALS FOR THIS DBE FIRM:</b> |                                                                                                                            |          |            |                            |                   | <b>\$ 811,887.00</b>                                                                     |

\*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 #J5571010, 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:  Title: Vice President

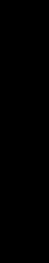
Date: 2/6/2020

Contact: Nick Schwam

Phone: 815-455-5100

Firm Name: Curran Contracting Company

Address: 286 Memorial Court, Crystal Lake, IL 60014

Signature for DBE Contractor:  Title: President

Date:

Contact: Julie Wrightsman

Phone: (847)622-0020 (office) (312)287-6229 (mobile)

Firm Name: Maintenance Coatings Co.

Address: 543 Woodbury Street, South Elgin, IL 60177



**Maintenance**  
Coatings Company

543 Woodbury Street, South Elgin, IL 60177

Phone: 847-622-0020 Fax: 847-622-1087

Job Name: EB I-90 ROCKTON RD TO KISWAUKEE  
Quote To: CONTRACTORS  
Agency: ISTHA  
Contract No.: RR-19-4503  
Section No.:  
Completion Date:  
Working Days:

IDOT Item No.:  
Bid Date: 02/03/2020  
Revision Date:  
Contact: Jeff Schuldt/ Rachel Traficanti  
After Hours Ph #: 847-344-5527/ 630-461-3365

| ITEM     | DESCRIPTION                               | QUANTITY   | UNIT | UNIT PRICE | AMOUNT     |
|----------|-------------------------------------------|------------|------|------------|------------|
|          | STRIPING                                  |            |      |            |            |
| JT780JA1 | RECESSED PVMT MRK LN 5"                   | 83,300.00  | FOOT | 0.35       | 29,155.00  |
| JT780JC1 | RECESSED PVMT MRK LN 7"                   | 42,600.00  | FOOT | 0.55       | 23,430.00  |
| JT780JE1 | RECESSED PVMT MRK LN 11"                  | 16,000.00  | FOOT | 1.35       | 21,600.00  |
| JI781000 | RAISED PAVEMENT LANE MARKER               | 330.00     | EACH | 89.25      | 29,452.50  |
| JI781010 | RAISED PAVT LANE MARKER REFLECTOR         | 330.00     | EACH | 25.10      | 8,283.00   |
| JT484010 | RAISED PAVT LANE MARKER PATCHING          | 330.00     | EACH | 79.50      | 26,235.00  |
| JT780300 | MULTI-POLYMER PAVEMENT MARKING 4"         | 166,412.00 | FOOT | 0.42       | 69,893.04  |
| JT780310 | MULTI-POLYMER PAVEMENT MARKING 6"         | 85,008.00  | FOOT | 0.70       | 59,505.60  |
| JT780320 | MULTI-POLYMER PAVEMENT MARKING 10"        | 31,871.00  | FOOT | 1.20       | 38,245.20  |
| JT780325 | MULTI-POLYMER PAVEMENT MARKING 12"        | 5,084.00   | FOOT | 2.25       | 11,439.00  |
| JT780340 | MULIT-POLYMER PAVT MARKING -LETTERS<br>8' | 153.00     | SQFT | 5.00       | 765.00     |
| JT780340 | MULIT-POLYMER PAVT MARKING -LETTERS<br>8' | 254.00     | SQFT | 5.00       | 1,270.00   |
|          | TRAFFIC CONTROL                           |            |      |            |            |
| 72000200 | SIGN PANEL TY 2                           | 48.00      | SQFT | 42.00      | 2,016.00   |
| 72100100 | SIGN PANEL OVERLAY                        | 9.00       | SQFT | 50.00      | 450.00     |
| 72400320 | REMOVE SIGN PANEL TY 2                    | 48.00      | SQFT | 25.00      | 1,200.00   |
| 72400720 | RELOCATE SIGN PANEL TY 2                  | 95.00      | SQFT | 40.00      | 3,800.00   |
| 73000100 | WOOD SIGN SUPPORT                         | 168.00     | FOOT | 20.00      | 3,360.00   |
| JT720110 | SIGN INSTALLATION TY 2                    | 16.00      | SQFT | 50.00      | 800.00     |
| JS120100 | TR MOUNT FULL MATRIX MESS CENTER          | 4.00       | EACH | 9,000.00   | 36,000.00  |
| JS120101 | TR MOUNT FULL MATRIX MESS CENTER          | 17.00      | WEEK | 350.00     | 5,950.00   |
| JS120102 | TR MOUNT FULL MATRIX MESS CENTER          | 4.00       | MNTH | 950.00     | 3,800.00   |
| JS701010 | MAINTENANCE OF TRAFFIC                    | 1.00       | LUMP | 200,000.00 | 200,000.00 |
| JT701030 | SUPPLEMENTAL - BARRICADE                  | 20.00      | DAY  | 5.00       | 100.00     |
| JT701031 | SUPPLEMENTAL - SIGNING                    | 48.00      | SQFT | 20.00      | 960.00     |
| JT701032 | SUPPLEMENTAL - ARROWBOARD                 | 30.00      | DAY  | 25.00      | 750.00     |

\*\* ALL TEMP LANE CLOSURES AND SHOULDER CLOSURES DO NOT INCLUDE ATTENUATOR AND DRIVER AFTER CLOSURE IS SETUP

\*\* 5% of WATER BLASTING, 5% of MOT and 5% of TEMP LANE CLOSURES TO BE PERFORMED BY NON-DBE CONTRACTORS

\*\* 5 MILE MAX LANE CLOSURE LENGTH

**NOTES:**

| ITEM               | DESCRIPTION                                         | QUANTITY   | UNIT | UNIT PRICE | AMOUNT              |
|--------------------|-----------------------------------------------------|------------|------|------------|---------------------|
| JT701033           | SUPPLEMENTAL - ARROWBOARD                           | 6.00       | WEEK | 100.00     | 600.00              |
| JT701034           | SUPPLEMENTAL - ARROWBOARD                           | 2.00       | MNTH | 500.00     | 1,000.00            |
| JT701035           | SUPPLEMENTAL - MOT                                  | 25.00      | DAY  | 300.00     | 7,500.00            |
| JT701050           | TEMP INFO SIGNING GROUND - 24 LESS                  | 30.00      | SQFT | 45.00      | 1,350.00            |
| JT783005           | WATERBLASTING                                       | 130,025.00 | SQFT | 0.15       | 19,503.75           |
|                    | 1-LANE, 1-DIRECTION FOR UP TO 1 MILE (M-F)          |            | EACH | 2,550.00   |                     |
|                    | 1-LANE, 1-DIRECTION FOR UP TO 1 MILE (SAT-SUN)      |            | EACH | 2,750.00   |                     |
|                    | 2-LANE, 1-DIRECTION FOR UP TO 1 MILE (M-F)          |            | EACH | 2,850.00   |                     |
|                    | 2-LANE, 1-DIRECTION FOR UP TO 1 MILE (SAT-SUN)      |            | EACH | 3,100.00   |                     |
|                    | 3-LANE, 1-DIRECTION FOR UP TO 1 MILE (M-F)          |            | EACH | 3,150.00   |                     |
|                    | 3-LANE, 1-DIRECTION FOR UP TO 1 MILE (SAT-SUN)      |            | EACH | 3,300.00   |                     |
|                    | LANE CLOSURE PULL BACK (M-F)                        |            | EACH | 1,100.00   |                     |
|                    | LANE CLOSURE PULL BACK (SAT-SUN)                    |            | EACH | 1,400.00   |                     |
|                    | PLAZA CLOSURES (M-F)                                |            | EACH | 900.00     |                     |
|                    | PLAZA CLOSURES (SAT-SUN)                            |            | EACH | 1,000.00   |                     |
|                    | WEAVES - CLOSURES NOT INCLUDED (M-F)                |            | EACH | 600.00     |                     |
|                    | WEAVES - CLOSURES NOT INCLUDED (SAT-SUN)            |            | EACH | 700.00     |                     |
|                    | SHOULDER CLOSURE UP TO 1/2 MILE (M-F)               |            | EACH | 850.00     |                     |
|                    | SHOULDER CLOSURE UP TO 1/2 MILE (SAT-SUN)           |            | EACH | 950.00     |                     |
|                    | ADDITIONAL 1/2 MILE FOR MAIN LINE CLOSURE (M-F)     |            | EACH | 175.00     |                     |
|                    | ADDITIONAL 1/2 MILE FOR MAIN LINE CLOSURE (SAT-SUN) |            | EACH | 200.00     |                     |
|                    | LOCAL LANE CLOSURE (M-F)                            |            | EACH | 850.00     |                     |
|                    | LOCAL LANE CLOSURE (SAT-SUN)                        |            | EACH | 1,000.00   |                     |
|                    | PARTIAL RAMP CLOSURE (M-F)                          |            | EACH | 500.00     |                     |
|                    | PARTIAL RAMP CLOSURE (SAT-SUN)                      |            | EACH | 600.00     |                     |
|                    | RAMP CLOSURE (INCLUDE 6 SIGNS & CMS) (M-F)          |            | EACH | 650.00     |                     |
|                    | RAMP CLOSURE (INCLUDE 6 SIGNS & CMS) (SAT-SUN)      |            | EACH | 750.00     |                     |
| <b>GRAND TOTAL</b> |                                                     |            |      |            | <b>\$608,413.09</b> |

This quote includes insurance coverage limits specified in article 107.27 of the IDOT Standard Specifications for road and Bridge Construction.

PRICE DOES NOT INCLUDE: Temporary lane closures, temp fence, delineator tubes or posts, sign coring, plating, welding, sediment control, responsibility for removing, relocating, storing, covering or replacing existing signage, lighting, spotters, temporary access drives, temp signals, aggregate work, RXR insurance, erosion control, weaves, temp attenuators, removal or obliteration of conflicting pavement markings using water blasting, temp closures for striping, drainage issues, barrier wall, attenuator or bases, surveillance, wall reflectors, message centers, wedges, permits, temp striping, fall protection, ADA work equipment, afads, flaggers.



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

December 2, 2019

Julie Wrightsman  
Maintenance Coatings Co.  
543 Woodbury St.  
South Elgin, IL 60177  
Email: [julie@maintenancecoatings.com](mailto:julie@maintenancecoatings.com)

Dear Ms. Wrightsman:

This letter is to inform you that the City of Chicago has extended your status as a **Women-Owned Business Enterprise (WBE) until March 2, 2020**. We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

  
Désirée M. Otkins  
Manager of Certification

DMO/II



CONTRACT # **RR-19-4503**

DBE FIRM NAME: **Material Solutions Laboratory**  
CIRCLE ALL THAT APPLY:  DBE  WBE  SBA B(A)

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

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

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

| PAY ITEM NO. *                   | DESCRIPTION: Indicate whether furnish only, or both furnish and install. | QUANTITY | UNIT PRICE | TOTAL CONTRACT AMOUNT (\$) | CHECK IF SUPPLIER | TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER) |
|----------------------------------|--------------------------------------------------------------------------|----------|------------|----------------------------|-------------------|---------------------------------------------------------------------------------------|
| JT155001                         | CONTRACTOR'S QUALITY PROGRAM *SEE RATE SHEET                             |          |            |                            |                   | 95,000                                                                                |
| <b>TOTALS FOR THIS DBE FIRM:</b> |                                                                          |          |            |                            |                   | 95,000                                                                                |

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay 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 DBE Contractor: [Redacted] Title: President

Signature for Prime Contractor: [Redacted] Title: Vice President

DATE: 2/6/2020

Contact: Nick Schram

Phone: 815-465-5100

Firm Name: Cuman Contracting Company

Address: 286 Memorial Court, Crystal Lake, IL 60014

Signature for DBE Contractor: [Redacted] Title: President

Date: January 31, 2020

Contact: Daniel Triliges

Phone: 847-486-7216

Firm Name: Material Solutions Laboratory

Address: 1040 Bonaventure Dr. Elk Grove Village, IL 60007



## Material Solutions Laboratory

1040 Bonaventure Drive, Elk Grove Village, Illinois 60007  
Office: 847-466-7216 Fax: 847-285-1712

### RATE SHEET FOR FIELD TESTING, INSPECTION & LABORATORY SERVICES

RR-19-4503

#### Personnel

|                                    |               |
|------------------------------------|---------------|
| Quality Representative             | \$120.00/hour |
| Material Technician (HMA/PCC/Soil) | \$115.00/hour |

#### Laboratory/Field Services

|                                 |               |
|---------------------------------|---------------|
| Technician Trip Charge          | \$65.00/trip  |
| Proctor (ASTM T99 or ASTM T180) | \$275.00/each |
| Hydrometer (AASHTO T-88)        | \$175.00/each |
| Specific Gravity (ASTM D-854)   | \$75.00/each  |
| Atterberg Limits (ASTM D4318)   | \$175.00/each |
| PH of Soils (AASHTO T-289)      | \$100.00/each |
| PGE Testing                     | \$275.00/each |
| QC Plans                        | \$200.00/each |
| QC Amendments                   | \$50.00/each  |

#### Notes:

1. The Quality Representative will work a minimum of 40 hours per week.
2. Material Solutions Laboratory (MSL) charges the hourly rate for the actual travel time from its lab located in Elk Grove Village to/from the job site. Personnel rates will be increased by 4% for subsequent years.
3. A minimum of 8 hours on site will be billed to the client. All minimums include travel time.
4. Unit Rates are for a normal 8-hour workday with overtime after 8 hours per day and on Saturday. Overtime will be invoiced at 1.4 times the normal hourly rate.
5. Any night work will be subject to a +15% shift differential.
6. Please give 24 hour notice to schedule a technician (630-283-0585, [schedule@msl-corp.com](mailto:schedule@msl-corp.com)).
7. In the event of cancellation of field work for reasons other than weather related, please give 24 hours notice.
8. If field cured concrete cylinders are required, the contractor is responsible for providing appropriate field cure conditions according to AASHTO T23 or associated ASTM standard C31.

# Unified Certification Program - Search

**Contractor Details**

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

**Material Solutions**      **Email:** sam@msl-corp.com  
**Laboratory**              **Phone:** (847) 466-7216  
**Corporation**              **Fax:** (847) 285-1712  
 Samir Kukadia  
 1040 Bonaventure Dr.  
 Elk Grove Village, IL  
 60007

**County:** Cook

**Categories:** Architecture\Engineering, Construction,  
 Professional

| <b>NAICS</b>                | <b>Speciality</b>                                                                                                                                                                      |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 541330-Engineering Services | 541330- QA<br>AGGREGATE/HMA/PCC                                                                                                                                                        |
| 541380-Testing Laboratories | SPEC. SERVS.:                                                                                                                                                                          |
| 561730-Landscape Services   | CONSTRUCTION<br>INSPECTION<br>541380- MISC: CONCRETE<br>FIELD TESTING<br>MISC: MATERIAL TESTING<br>MISC: CONCRETE<br>LABORATORY TESTING<br>561730- SEEDING &<br>SODDING<br>LANDSCAPING |



CONTRACT # RR-19-4503

DBE FIRM NAME: MIC Moreno's Inc.
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA B(A)

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

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

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

Table with columns: PAY ITEM NO. \*, DESCRIPTION: indicate whether furnish only, or both furnish and install., QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #IS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS. For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor.

Signature for DBE Contractor: Nick Schwam, Title: Vice President, Date: 2/16/2020
Contact: Humberto Moreno
Firm Name: MTC Moreno's Inc.
E-mail: mtcmorenosdispatch1@gmail.com
Phone: 815-222-8882
Address: 2804 Foliage Lane Rockford, IL 61109



# Illinois Department of Transportation

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

January 10, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Humberto Moreno  
MTC Moreno's, Inc.  
2804 Foliage Ln.  
Rockford, IL 61109

Dear Mr. Moreno:

Your Disadvantaged Business Enterprise (DBE) *No Change Affidavit* has been received and is under review. Your firm remains certified with the Illinois Unified Certification Program (IL UCP) during the review process. If additional information is required, you will be notified.

If you have any questions or concerns about the review process or the status of your application, please contact this office by mail at the following address or call (217) 782-5490.

Illinois Department of Transportation  
Bureau of Small Business Enterprises  
Attn: Certification Section  
2300 S. Dirksen Parkway, Room 319  
Springfield, IL 62764

Sincerely,

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



## Moreno's Inc.

2804 Foliage Lane  
Rockford, IL 61109  
815-703-1082

MTCMorenosDispatch1@gmail.com

MTC Morenos Inc. cartage quote for Curran Contracting Company, ISTHA RR-19-4503

|           |                      |
|-----------|----------------------|
| Semi-Dump | \$98/HR              |
| Semi-Belt | \$100/HR             |
| Flat Bed  | \$110/HR (6 Hr Min.) |

- Please see fuel surcharge
- GC responsible for overweight tickets loaded from job site, GC will be charged for any rejected loads @ CCDD/Landfill
- ~~Any hard to handle loads brought to CCDD, will be charged accordingly~~
- ~~15 Min max load time, if > subcontractor will charge wait time based on every 1/4 Hr. after first 15 Mins~~
- Tolls reimbursed for hourly pay when on clocked jobsite time, tolls included on ton & btl.
- ~~Dump Fees good for 2020 work schedule, however any new government or state fees will be passed on.~~
- Hourly trucking will start at dispatched time as long as trucks arrive at said time
- Trucking rates good through 2020, 1.5% Increase applies for 2021 cartage rates
- MTC will carry Tip Fees where marked for DBE credit

Aggregates & CCDD, Landfill (Cartage Only Unless Marked)

## FUEL ESCALATION CLAUSE

The fuel index is based on the retail price of diesel as listed on the Federal Energy Administration website for the US Midwest (PADD2) District ([www.eia.gov/petroleum/gasdiesel/](http://www.eia.gov/petroleum/gasdiesel/)). This index is updated weekly and will apply to trucking provided during the previous calendar week (Monday thru Sunday). Should the Department of Energy cease publication of this index, it shall be replaced with a comparable index that is mutually satisfactory.

### Calculation:

When the fuel index exceeds \$3.75 per gallon (Current \$3.20), an adjustment shall be made for each billable hour of \$1.00 or a 1.5% increase per billable ton/BTL for each \$0.25 fuel increase increment after the index exceeds \$3.75 per gallon.

| <u>Index Cost</u> | <u>Per Hour Adjustment</u> | <u>Per Tn/BTL Adjustment</u> |
|-------------------|----------------------------|------------------------------|
| \$3.75-3.99       | \$1.00                     | 1.5%                         |
| \$4.00-4.24       | \$1.00                     | 1.5%                         |
| \$4.25-4.49       | \$1.00                     | 1.5%                         |
| \$4.50-4.74       | \$1.00                     | 1.5%                         |
| \$4.75-4.99       | \$1.00                     | 1.5%                         |



# Illinois Department of Transportation

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

January 10, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Humberto Moreno  
MTC Moreno's, Inc.  
2804 Foliage Ln.  
Rockford, IL 61109

Dear Mr. Moreno:

Your Disadvantaged Business Enterprise (DBE) *No Change Affidavit* has been received and is under review. Your firm remains certified with the Illinois Unified Certification Program (IL UCP) during the review process. If additional information is required, you will be notified.

If you have any questions or concerns about the review process or the status of your application, please contact this office by mail at the following address or call (217) 782-5490.

Illinois Department of Transportation  
Bureau of Small Business Enterprises  
Attn: Certification Section  
2300 S. Dirksen Parkway, Room 319  
Springfield, IL 62764

Sincerely,



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

## FUEL ESCALATION CLAUSE

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| <u>Index Cost</u> | <u>Per Hour Adjustment</u> | <u>Per Tn/BTL Adjustment</u> |
|-------------------|----------------------------|------------------------------|
| \$3.75-3.99       | \$1.00                     | 1.5%                         |
| \$4.00-4.24       | \$1.00                     | 1.5%                         |
| \$4.25-4.49       | \$1.00                     | 1.5%                         |
| \$4.50-4.74       | \$1.00                     | 1.5%                         |
| \$4.75-4.99       | \$1.00                     | 1.5%                         |



CONTRACT # RR-19-4503

DBE FIRM NAME: D+A Laser Trucking Corp  
CIRCLE ALL THAT APPLY: DBE  MBE  WBE  SBA (8(a))

CHECK ALL THAT APPLY:  
PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER   
SUBCONTRACTOR: TIER 1 (SUB TO PRIME):  Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO:

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

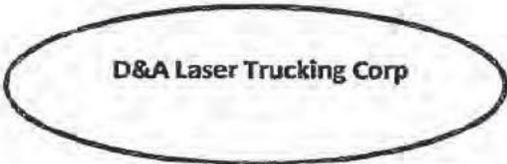
| PAY ITEM NO. *            | DESCRIPTION: Indicate whether furnish only, or both furnish and install. | QUANTITY | UNIT PRICE | TOTAL CONTRACT AMOUNT (\$) | CHECK IF SUPPLIER | TOTAL DBE CREDIT AMOUNT (\$)<br><small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small> |
|---------------------------|--------------------------------------------------------------------------|----------|------------|----------------------------|-------------------|---------------------------------------------------------------------------------------------------------|
| 4400158                   | HMA Surf Rem 2 1/2" - Hauling hourly                                     |          | 98.00      | 15                         |                   | 1,470                                                                                                   |
| 51406510                  | WMA Surf Mix D, N70-Hauling hourly                                       |          | 98.00      | 15                         |                   | 1,470                                                                                                   |
| TOTALS FOR THIS DBE FIRM: |                                                                          |          |            |                            |                   | 2,940                                                                                                   |

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #15671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentages.

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 ISTHA's Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature for Prime Contractor: Nick Silwan Title: Vice President Date: 2/6/20  
Firm Name: Curran Contracting Company  
E-mail: Estimating@currancontracting.com  
Phone: 815-455-5100  
Address: 286 Memorial Ct., Crystal Lake, IL 60014

Signature for DBE Contractor: Liset Diaz Title: President Date: 01/23/2020  
Firm Name: D+A Laser Trucking Corp  
E-mail: da-laser-trucking@earthlink.net  
Phone: 847-4613-6708  
Address: 809 Karen Dr., Hampshire, IL 60140



**D&A Laser Trucking Corp**

**To: Curran Contracting Company**

**Quote: IDOT item-contract RR-19-4503**

| <b>Item</b> | <b>Description</b> | <b>Quantity</b> | <b>Units</b> | <b>Unit Price</b> |
|-------------|--------------------|-----------------|--------------|-------------------|
| trucking    | semi               | 1.00            | HR           | \$98.00           |

**Contact Name:** Liset Diaz [REDACTED]  
**D&A Laser Trucking Corp** (president)  
809 Karen Drive  
Hampshire, IL 60140  
**Office:** 847 613-0708  
**E-mail:** da\_lasertrucking08@yahoo.com

**Date:** 01/23/2020



# Illinois Department of Transportation

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

December 9, 2019

## CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Liset Diaz  
D & A Laser Trucking Corp.  
809 Karen Dr.  
Hampshire, IL 60410

Dear Ms. Diaz:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for D & A Laser Trucking Corp. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,

A black rectangular redaction box covering the signature of Diane Cook-Felton.

Diane Cook-Felton, Manager  
DBE Certification Section  
Bureau of Small Business Enterprises



# DBE FORM 2023

## Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

### Good Faith Efforts Checklist

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

\_\_\_\_\_ 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.mwdb.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
- County of Cook, IL's M/WBE Directory:  
<http://www.cookcountyil.gov/mbewbevbe-directory/>
- Small Business Administration's SBA 8(a) Directory:  
[http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)

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

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

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

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

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

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

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

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



# DBE FORM 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## FORM 2024 - DBE Trucking Reporting and Verification Form

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

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

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

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

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

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

|                                                                                                                                                                                          | Number of Trucks                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| (j) Total value of payments received for trucks owned and operated by this DBE trucker                                                                                                   | a. _____                          |
| (k) Total value of payments received for trucks leased and operated by another DBE trucker                                                                                               | b. _____                          |
| (l) Total value of payments received for trucks leased from a Non-DBE trucker                                                                                                            | c. _____                          |
| (m) Total value of payments received for trucks leased from a Non-DBE trucker                                                                                                            | \$ _____                          |
| Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value. |                                   |
| (n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up)                                                                                               | d. _____                          |
| (o) Total DBE Trucking Participation Based on DBE Special Provision VII.A.                                                                                                               | \$ _____<br>Sum of a, b & d above |
| (p) _____<br>Signature of DBE Sub-Contractor Authorized Agent                                                                                                                            | _____ Date                        |
| (q) _____<br>Printed Name                                                                                                                                                                | _____ Title                       |

I certify that I have read and understood the information provided by this form and that all of the foregoing information submitted in this affidavit are true and correct to the best of my knowledge, as of the stated date(s), and that all responses are full and complete, omitting no material information. I authorize the Illinois State Toll Highway Authority to make inquiries to verify the accuracy of the statements made. I understand that a material or false statement or omission made in connection with this application may be sufficient cause for revocation of a prior DBE certification, initiation of suspension or debarment proceedings, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

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

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





## 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):

|                                  |                                  |                                  |
|----------------------------------|----------------------------------|----------------------------------|
| # _____<br>[ ] add    [ ] remove | # _____<br>[ ] add    [ ] remove | # _____<br>[ ] add    [ ] remove |
| # _____<br>[ ] add    [ ] remove | # _____<br>[ ] add    [ ] remove | # _____<br>[ ] add    [ ] remove |

Any party reviewing this DBE/EEO data must certify that they have the Tollway 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: <i>For and on behalf of</i> _____<br>(Printed Company Name)                                                                         |       |
| I, _____, its duly authorized agent with full power<br>(Printed Name of Agent)                                                                 |       |
| and Tollway 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](mailto:dbe@getipass.com)

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

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

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

Women: at least 6.9 percent for all contracts.  
 Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 6.3%.

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

**4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:**

**AMERICAN INDIAN OR ALASKA NATIVE:**

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

**ASIAN:**

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

**BLACK OR AFRICAN AMERICAN:**

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

**HISPANIC:**

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

**5. CONTRACT PERFORMANCE**

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

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

for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition,

the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

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

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

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

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

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

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

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

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

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

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

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

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

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

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

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

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

#### **11. AMENDED CORRECTIVE ACTION PLAN:**

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

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

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

#### **13. ADMINISTRATIVE RECONSIDERATION:**

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

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

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

**14. SANCTIONS:**

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

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

**15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

**16. INACCURATE OR FRAUDULENT REPORTING:**

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

**17. OTHER REGULATIONS:**

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



Tollway Contract #: RR-19-4503

Prime: Curran Contracting Company

Date: 2/5/2020

**FORM EEO 1256 - WORKFORCE PROJECTION**

The undersigned Bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the Bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

**TABLE A**

| TOTAL Workforce Projection for Contract |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
|-----------------------------------------|-----------------|----------|--------------------|---|----------|----------|---------------|---|-------------|---|---------------------|---|--|
| JOB CATEGORIES                          | TOTAL EMPLOYEES |          | MINORITY EMPLOYEES |   |          |          |               |   | TRAINEES    |   |                     |   |  |
|                                         |                 |          | BLACK              |   | HISPANIC |          | *OTHER MINOR. |   | APPRENTICES |   | ON THE JOB TRAINEES |   |  |
|                                         | M               | F        | M                  | F | M        | F        | M             | F | M           | F | M                   | F |  |
| Officials (Manager)                     |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Supervisors                             |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Foremen                                 | 12              |          |                    |   | 1        |          |               |   |             |   |                     |   |  |
| Clerical                                |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Equipment Operators                     | 12              |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Mechanics                               |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Truck Drivers                           | 11              | 1        |                    |   | 1        |          |               |   |             |   |                     |   |  |
| Ironworkers                             | 2               |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Carpenters                              |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Cement Masons                           |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Electricians                            | 2               |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Pipefitters, Plumbers                   |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Painters                                |                 |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Laborers, Semi-Skilled                  | 2               |          |                    |   |          |          |               |   |             |   |                     |   |  |
| Laborers, Unskilled                     | 24              | 4        |                    |   | 2        | 1        |               |   |             |   |                     |   |  |
| <b>TOTAL</b>                            | <b>65</b>       | <b>5</b> |                    |   | <b>4</b> | <b>1</b> |               |   |             |   |                     |   |  |

**TABLE B**

| CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT |          |                    |          |
|----------------------------------------------|----------|--------------------|----------|
| TOTAL EMPLOYEES                              |          | MINORITY EMPLOYEES |          |
| M                                            | F        | M                  | F        |
|                                              |          |                    |          |
|                                              |          |                    |          |
| 12                                           |          | 1                  |          |
|                                              |          |                    |          |
| 12                                           |          |                    |          |
|                                              |          |                    |          |
| 11                                           | 1        | 1                  |          |
|                                              |          |                    |          |
| 2                                            |          |                    |          |
|                                              |          |                    |          |
|                                              |          |                    |          |
| 2                                            |          |                    |          |
|                                              |          |                    |          |
| 2                                            |          |                    |          |
| 24                                           | 4        | 2                  | 1        |
| <b>65</b>                                    | <b>5</b> | <b>4</b>           | <b>1</b> |

**TABLE C**

| TOTAL Training Projection for Contract |                |   |       |   |          |   |               |   |
|----------------------------------------|----------------|---|-------|---|----------|---|---------------|---|
| Employees In Training                  | Total Employee |   | Black |   | Hispanic |   | *Other Minor. |   |
|                                        | M              | F | M     | F | M        | F | M             | F |
| Apprentices                            |                |   |       |   |          |   |               |   |
| On-The-Job Trainees                    |                |   |       |   |          |   |               |   |

\* Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

Note: See Instructions on page 2

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

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

The undersigned Bidder projects that: (number) 0 new hires would be recruited from the area in which the contract project is located; and/or (number) 0 new hires would be recruited from the area in which the Bidder's principal office or base of operation is located.

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

The undersigned Bidder estimates that (number) 23 persons will be directly employed by the prime contractor and that (number) 47 persons will be employed by subcontractors.

Company Curran Contracting Company Telephone Number 815-455-5100  
286 Memorial Ct.  
Address Crystal Lake, IL 60014

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

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

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

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



## STATE OF ILLINOIS

**SPECIAL PROVISION - VETERAN SMALL BUSINESS  
PARTICIPATION AND UTILIZATION PLAN - CONSTRUCTION  
For State Agency/State University Use Only**

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **Veteran Small Business** participation goal of **2.5%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

**The Veteran Small Business participation goal is applicable to all bids or offers.** In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

**The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project except when the firm is bidding the contract as the Prime Vendor, is certified as both a DBE and VOSB and will commit to meeting the two goals by self-performing the same or greater percentage of work under the contract as the DBE and VOSB goals added together.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.**

- Utilization Plan (Form 2026) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025) for each Veteran firm listed on the Form 2026 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the VOSB Form 2025 by 5:00 p.m. on the fifth calendar day after bids are due. In no case should a contractor remove, replace, or reduce the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB.** Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and

equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
    - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.
    - 5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.
  - 5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**

- 5.4.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
- 5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.5.** Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.6.** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- 5.7.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

- 6. Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal,

Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1.** In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other Bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- 6.2.** If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- 6.3.** If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
- 7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1.** The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
- 7.2. Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
- 7.3.** Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
- 7.3.1. Unavailability after receipt of reasonable notice to proceed;
  - 7.3.2. Failure of performance;
  - 7.3.3. Financial incapacity;
  - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or bid price or scope;
  - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4.** If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five (5) business days of receipt of the request.
- 7.5.** Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five (5) business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8.** Veteran payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Diversity Payment Reporting Instructions posted on the Tollway's website.

After the performance of the final item of work or delivery of material by a VOSB/SDVOSB and final payment to the VOSB/SDVOSB by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the contractor for such work or material, the contractor shall submit a VOSB/SDVOSB Final Payment Report on ISTHA Form 2115, or such other form or format as specified by the Tollway, to the Construction Manager. If full and final payment has not been made to the VOSB/SDVOSB, the Report shall indicate whether a disagreement concerning the final payment exists between the contractor and the VOSB/SDVOSB or if the contractor believes that the VOSB/SDVOSB's work has not been satisfactorily completed.

Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than thirty (30) calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

- 7.9.** The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

- 7.10.** The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

Date: 2/6/2020  
 To: Contact Name: Nick Schram  
 Contractor Company Name: Curran Contracting Company  
 From: Graciela Perez  
 DBE Project Specialist

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

|                              |                                                                                                                                                                          |                                      |          |                   |   |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------|-------------------|---|
| <b>Subject:</b>              | <b>VOSB Plan Review</b>                                                                                                                                                  | <b>Date Original Plan Submitted:</b> | 2/6/2020 | <b>Revision #</b> | 0 |
| <b>Contract #</b>            | RR-19-4503                                                                                                                                                               | <b>Established VOSB Goal:</b>        | 2.50 %   |                   |   |
| <b>Contract Description:</b> | Eastbound Pavement and Structural Preservation and Rehabilitation, Jane Addams Memorial Tollway (I-90), Rockton Road Road to Kishwaukee River Bridge (MP 2.6 to MP 18.3) |                                      |          |                   |   |

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

Notes:

| VOSB Plan as Submitted by apparent low bidder: |                    |                |                     |                 |                     |               |                   |        |           |
|------------------------------------------------|--------------------|----------------|---------------------|-----------------|---------------------|---------------|-------------------|--------|-----------|
| Core Bid Amount                                |                    | \$4,523,669.42 |                     |                 |                     |               |                   |        |           |
| VOSB Firm Name                                 | Status (SB/Sup/TK) | Type           | Scope               | Contract Amount | Credit Amount       | Credit %      | Certifying Agency | Gender | Ethnicity |
| Industrial Fence, Inc.                         | SB                 | VOSB           | Guardrail           | \$46,844.49     | \$46,844.49         | 1.03 %        | CMS               | M      | Hispanic  |
| Schroeder Asphalt Services, Inc.               | SB                 | VOSB           | HMA Surface Removal | \$76,000.00     | \$76,000.00         | 1.68 %        | CMS               | M      | Caucasian |
| <b>Total # of subcontracts: 2</b>              |                    |                |                     | <b>TOTAL</b>    | <b>\$122,844.49</b> | <b>2.71 %</b> |                   |        |           |
| <b>Total # of subcontractors: 2</b>            |                    |                |                     | <b>Total %</b>  | <b>2.71 %</b>       | <b>2.71 %</b> |                   |        |           |



**VOSB UTILIZATION PLAN - RR-19-4487**

| VOSB Firm Name       | Scope of Work Brief description of overall work to be performed | VOSB - Amount (\$)<br>If supplier, enter 60% credit amount. |
|----------------------|-----------------------------------------------------------------|-------------------------------------------------------------|
| Industrial Fence Co. | Guardrail                                                       | \$ 46,844.49                                                |
| Schroeder Asphalt    | HMA Surface Removal                                             | \$ 76,000.00                                                |
|                      |                                                                 |                                                             |
|                      |                                                                 |                                                             |
|                      |                                                                 |                                                             |
|                      |                                                                 |                                                             |
|                      |                                                                 |                                                             |
|                      | <b>TOTAL</b>                                                    | \$ 122,844.49                                               |

Industrial Fence Inc.  
 VOSB  
 SDVOSB

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

| ITEM NO.                   | DESCRIPTION - Indicate whether material only or both material and installation | QUANTITY | UNIT PRICE | TOTAL CONTRACT AMOUNT(S) | ORIGIN SUPPLIER | TOTAL VOSB CREDIT AMOUNT(S) (Reduce total of contract amount if firm is a SUBPRIME) |
|----------------------------|--------------------------------------------------------------------------------|----------|------------|--------------------------|-----------------|-------------------------------------------------------------------------------------|
| * Please See Attached *    |                                                                                |          |            |                          |                 |                                                                                     |
| TOTALS FOR THIS VOSB FIRM: |                                                                                |          |            |                          |                 | 46,849.49                                                                           |

\*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 #15673010, 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 certifies 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 understands that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than 30 business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Signature for Prime Contractor: Nick Schran Title: Vice President Date: 2/6/2020

Contact: Curran Contracting Company

Firm Name: Curran Contracting Company

E-mail: estimating@currancontracting.com

Phone: 615-455-5100

Address: 286 Memorial Court, Crystal Lake, IL 60014

Signature for VOSB Contractor: Miguel A. Saltijeral Title: President Date: 02/03/20

Contact: Industrial Fence Inc.

Firm Name: Industrial Fence Inc.

E-mail: msaltijeral@industrialfenceinc.com

Phone: 773-521-9900

Address: 1300 S. Kilbourn Avenue Chicago, IL 60623

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

**GC:** General Contractor

IFI Bid Proposal

**Contact:** Estimating

**Estimate Date:** 02/06/2020

**Phone:**

**Work Order No:** E20040

**Email:**

**Project Name:** ISTHA RR-19-4503

| Description                                  | Unit | Quantity | Unit Price | Total Price |
|----------------------------------------------|------|----------|------------|-------------|
| <b>30 Guardrail</b>                          |      |          |            |             |
| 63200310 Guardrail Removal                   | LF   | 105.00   | 10.42      | 1,094.10    |
| 64300260 IMP ATTEN FRD NAR TL-3              | EA   | 1.00     | 27,687.60  | 27,687.60   |
| J1630002 SPBGR Ty A 6' Post                  | LF   | 350.00   | 27.53      | 9,635.50    |
| J1631110 Traffic Barrier Terminal Ty 1A Spl  | EA   | 1.00     | 3,429.31   | 3,429.31    |
| J1631130 Traffic Barrier Terminal Ty 6       | EA   | 1.00     | 3,558.31   | 3,558.31    |
| J1725000 Terminal Marker DA                  | EA   | 1.00     | 45.30      | 45.30       |
| J1782014 Guardrail Barrier Reflectors Type B | EA   | 3.00     | 9.05       | 27.15       |
| X630110 Remove Impact Attenuator Salvage     | EA   | 1.00     | 1,367.22   | 1,367.22    |
|                                              |      |          |            | \$46,844.49 |

**Totals** **\$46,844.49**

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:**

- Railroad, Professional Liability & Pollution Insurance
- Demo of existing fencing or footings
- No bonds, permits, licenses and/or fees
- Removal or Install of Concrete Pads for Attenuator
- Survey / Layout
- No taxes included
- Multiple Installations or removals
- Grounding
- Traffic-Control
- Excessive Mobilization
- No Bituminous Shoulder Coring or Fill (art. 830.06) FOR GUARDRAIL INSTALLATION\*\* (Core Drilling PER HOLE \$45.00 extra)
- No express or implied design build included to proposal.
- WBE / EEO Requirements
- Additional Required Insurance Coverages
- Concrete removal or rock/hard ground drilling/coring
- No clearing or grubbing for fence removal or installation
- All work performed during regular work hours 7am to 3.30pm
- Widening of existing shoulder for construction of TBT Type 1 SPL
- QA-QC Testing & Inspection
- Grading or Restoration
- Unforeseen Conditions
- Liquidated & Unliquidated Damages
- Flagmen
- All work to be performed under normal conditions.
- Damages caused by motorists or other contractors
- Installation for imbeds (cast by others)
- Damages caused by Unmarked Utilities
- Removal or install of Concrete/Asphalt Pad for Temporary/Permanent
- Per IDOT Section 706.06 Impact Attenuators Temporary, any Maintenance or Repairs to the Unit will be completed on T&M
- Indemnification for Contractor negligence or fault
- Hand Digging Utilities
- No Restoration included with Removal Items
- Exclude top Soil, pulverizing, asphalt, etc. for any steel plate beam guardrail adjustment.
- Attenuator rental is per project
- Normal wear & tear, weather, Dewatering, Snow Removal
- Guardrail Leave Outs
- Lane closures

IFI chooses to participate in the Option for Steel Cost Adjustment



June 24, 2019

Mr. Miguel A. Saltijeral  
Industrial Fence, Inc.  
1300 S. Kilbourn Ave  
Chicago, IL 60623

Dear Miguel A. Saltijeral:

Re: Veteran Owned Small Business (VOSB)  
SDVOBE Certification Approval  
Certification Term Expires: June 21, 2020

Congratulations! After reviewing the information you supplied, we are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business (VOSB) under the Veterans Business Program (VBP).

The VBP accepts the United States Department of Veteran Affairs – Center for Veterans Enterprise’s certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veteran Affairs – Center for Veterans Enterprise.

At least 15 days prior to the anniversary day of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. 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 the VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm’s name will appear in the State’s Directory as a certified vendor with the VBP in the specialty area(s) of:

- NIGP 33000: FENCING**
- NIGP 33013: FENCING, CHAIN LINK, INCLUDING FABRIC, GATES, PANELS, POSTS AND FITTINGS**
- NIGP 33032: FENCING, WROUGHT IRON, INCLUDING COMPONENTS**
- NIGP 33037: FENCING, METAL SLAT AND TUBULAR, INCLUDING COMPONENTS**
- NIGP 33040: FENCING, ORNAMENTAL**
- NIGP 57000: METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS**
- NIGP 57029: IRON: ANGLES, BANDS, PLATE, SHEETS, ETC.**
- NIGP 57040: ORNAMENTAL IRONWORK**
- NIGP 91313: CONSTRUCTION, BRIDGE AND DRAWBRIDGE, INCLUDING RECONSTRUCTION AND REHABILITATION**
- NIGP 98136: FENCING RENTAL OR LEASE**
- NIGP 98815: FENCE INSTALLATION, MAINTENANCE AND REPAIR**

Your firm will only show up in the database of BEP-certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED. Also, please be advised, while this certification does not guarantee you will receive a State contract. Please visit the Vendor Registration page on [www.opportunities.illinois.gov](http://www.opportunities.illinois.gov) and be sure to register with each of the procurement bulletins listed that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutiérrez  
Certification Manager  
Veterans Business Program



OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

March 22, 2019

Mr. Miguel A. Saltijeral, President  
Industrial Fence, Inc.  
1300 S. Kilbourn Avenue  
Chicago, IL 60623

**Annual Certification Expires: March 22, 2020**

Dear Mr. Saltijeral:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Veteran-owned Business Enterprise (VBE)** by Cook County Government. This certification is valid until **March 22, 2022**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days** prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

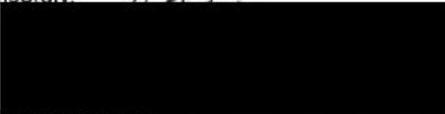
Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

<sup>237310</sup>  
Construction: General Contractor - Installation Chain Link, Guardrail, Fencing, Railings & Miscellaneous Metals; and Construction Management; Fabrication/Manufacturer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings & Miscellaneous Metals; Regular Dealer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings and Related Products; and  
Low Voltage Electrical Work - <sup>238210</sup>

Your firm's participation on Cook County contracts will be credited toward MBE or VBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE or VBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

  
Edward H. Olivieri  
Contract Compliance Director

EHO/ek



CHICAGO TRANSIT AUTHORITY

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

July 11, 2019

Mr. Miguel A. Saltijeral  
Industrial Fence, Inc.  
1300 S. Kilbourn Ave  
Chicago, IL 60623

Dear Mr. Saltijeral:

**The Chicago Transit Authority** has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **April 1, 2020**. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at [cta.dbesystem.com](http://cta.dbesystem.com). Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Please direct all inquiries and any questions to this agency at **(312) 681-2601**.

Sincerely,



JuanPablo Prieto  
Senior Manager, Diversity Program  
Chicago Transit Authority  
Phone: (312) 681.2600  
Email: [diversity@transitchicago.com](mailto:diversity@transitchicago.com)



CHICAGO TRANSIT AUTHORITY

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

## **Disadvantaged Business Enterprise (DBE) Certification**

July 11, 2019  
Industrial Fence, Inc.  
1300 S. Kilbourn Ave  
Chicago, IL 60623

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at [cta.dbesystem.com](http://cta.dbesystem.com). Your firm's name will appear in the Directory under the following commodity codes and specialties:

**Commodity Codes:**

NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

NAICS 332312: FABRICATED STRUCTURAL METAL MANUFACTURING

**In the following Specialties:**

NAICS 237310 Highway, Street, and Bridge Construction NAICS 332312 Fabricated structural metal manufacturing

CONTRACT # **RR-19-4503** VOSB FIRM NAME: **Schroeder Asphalt Services, Inc.**

CIRCLE ALL THAT APPLY: VOSB  SOVOSB

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

CHECK ALL THAT APPLY:

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

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

| PAY ITEM NO. *                    | DESCRIPTION: Indicate whether furnish only, or both furnish and install. | QUANTITY | UNIT PRICE | TOTAL CONTRACT AMOUNT (\$) | CHECK IF SUPPLIER | TOTAL VOSB CREDIT AMOUNT (\$)<br><small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small> |
|-----------------------------------|--------------------------------------------------------------------------|----------|------------|----------------------------|-------------------|----------------------------------------------------------------------------------------------------------|
|                                   | Please see attached                                                      |          |            |                            |                   |                                                                                                          |
| <b>TOTALS FOR THIS VOSB FIRM:</b> |                                                                          |          |            |                            |                   | <b>76,000.00</b>                                                                                         |

\* 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.

- PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
- 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(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than 30 business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Signature for Prime Contractor: **Nick Schlam** Title: **Vice President** Date: **2/6/2020**

Contact: **Curran Contracting Company**

Firm Name: **Curran Contracting Company**

E-mail: **estimating@currancontracting.com**

Phone: **815-455-5100**

Address: **286 Memorial Court, Crystal Lake, IL 60014**

Signature for VOSB Contractor: **[Redacted]** Title: **Corp. Secretary** Date: **2/5/2020**

Contact: **Grace Foss**

Firm Name: **Schroeder Asphalt Services, Inc.**

E-mail: **grace@schroederasphalt.com**

Phone: **815/923-4380**

Address: **P.O. Box 831, Huntley, IL 60142**

# SCHROEDER ASPHALT SERVICES, INC.

P.O. BOX 831  
HUNTLEY, IL. 60142

OFFICE 815-923-4380  
FAX 815-923-4389

## PROPOSAL

DATE: FEBRUARY 5, 2020  
ESTIMATOR: BRENT SCHROEDER

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_  
ATTN: ESTIMATING  
PROJECT: ISTHA RR-19-4503

PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Cell# \_\_\_\_\_

| S.P.         | PAY ITEM NO. | DESIGNATION                  | UNIT | QUANTITY | UNIT PRICE            | AMOUNT               |
|--------------|--------------|------------------------------|------|----------|-----------------------|----------------------|
|              | 44000158     | HMA SURFACE REMOVAL, 2-1/4"  | SQYD | 33.037   | <del>\$7,500.75</del> | \$ 156,925.75        |
| *            | 44000161     | HMA SURFACE REMOVAL, 3"      | SQYD | 12.668   | <del>\$7,500.75</del> | \$ 72,841.00         |
| *            | J1440227     | HMA REMOVAL OVER PATCHES, 2" | SQYD | 917      | \$ 25.00              | \$ 22,925.00         |
| <b>TOTAL</b> |              |                              |      |          |                       | <b>\$ 252,691.75</b> |

76,000

**EXCLUDES:**  
Layout, Traffic Control & Protection,  
Flaggers, Permits and Restoration.

**NOTES:**  
DUMP FOR MILLINGS PROVIDED BY GENERAL CONTRACTOR  
ONE MOBILIZATION PER LINE ITEM

Schroeder Asphalt Services, Inc. is now certified as a  
**PBE (Disability Business Enterprise) and a**  
**SDVOSB (Service Disabled Veteran Owned Small Business)**  
Certification Letters Available on Request.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCHROEDER ASPHALT SERVICES, INC.

**From:** [Jairus Camarena](#)  
**To:** [Kim Bolanowski](#); [Barb Bensinger](#)  
**Subject:** FW: RR-19-4503  
**Date:** Wednesday, February 5, 2020 8:58:42 PM  
**Attachments:** [image004.png](#)

---

Jairus Camarena | PMP, LEED AP BD&C  
Curran Contracting Company | Crystal Lake, IL  
Estimator/Project Manager  
Office: (815)-455-5100 Mobile: 847-456-0515  
Fax: (815)-455-7894  
Email: [jcamarena@currancontracting.com](mailto:jcamarena@currancontracting.com)



**CURRAN**

**100**  
CURRAN  
GROUP

**From:** Kyle Joustra <[kyle@schroederasphalt.com](mailto:kyle@schroederasphalt.com)>  
**Sent:** Wednesday, February 5, 2020 4:04 PM  
**To:** Mike Leopardo <[mleopardo@currancontracting.com](mailto:mleopardo@currancontracting.com)>  
**Cc:** Jairus Camarena <[jcamarena@currancontracting.com](mailto:jcamarena@currancontracting.com)>; Brent Schroeder <[brent@schroederasphalt.com](mailto:brent@schroederasphalt.com)>  
**Subject:** RE: RR-19-4503

1. For future bidding opportunities, should we add your email as the email address that solicitations should be sent to, or something different? Please send bid to [Grace@schroederasphalt.com](mailto:Grace@schroederasphalt.com)
2. Please send a quote with the milling only.
  - a. We furnish trucking, cleaning, water, flagging.  
Use \$9,500 for an 8 hour shift for the mill and the guys along with our lowboy for moves. We will get 9k to 10k SY a shift on the 2.25" and 7k to 8k SY on the 3". Our normal rate for the grinder is cheaper but since it is the tollway we charging a bit more and we would rather bid it by the SY with our trucks so we can always make sure we have trucks on us under the belt.

**From:** Mike Leopardo <[mleopardo@currancontracting.com](mailto:mleopardo@currancontracting.com)>  
**Sent:** Wednesday, February 5, 2020 2:02 PM  
**To:** Kyle Joustra <[kyle@schroederasphalt.com](mailto:kyle@schroederasphalt.com)>

**Cc:** Jairus Camarena <jcamarena@currancontracting.com>

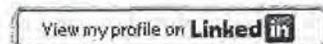
**Subject:** RE: RR-19-4503

Also,

Please provide estimate of time per item..

**Mike Leopardo**  
Curran Contracting Company | Crystal Lake, IL  
VP IL Paving Div  
Office: (815)-455-5100 Ext 212  
Fax: (815)-455-7894  
Email: [MLeopardo@CurranContracting.com](mailto:MLeopardo@CurranContracting.com)

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



**From:** Mike Leopardo

**Sent:** Wednesday, February 5, 2020 1:56 PM

**To:** Kyle Joustra <kyle@schroederasphalt.com>

**Cc:** Jairus Camarena <jcamarena@currancontracting.com>

**Subject:** RE: RR-19-4503

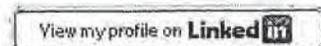
Kyle,

Two things:

1. For future bidding opportunities, should we add your email as the email address that solicitations should be sent to, or something different?
2. Please send a quote with the milling only.
  - a. We furnish trucking, cleaning, water, flagging.

**Mike Leopardo**  
Curran Contracting Company | Crystal Lake, IL  
VP IL Paving Div  
Office: (815)-455-5100 Ext 212  
Fax: (815)-455-7894  
Email: [MLeopardo@CurranContracting.com](mailto:MLeopardo@CurranContracting.com)

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



**From:** Kyle Joustra <kyle@schroederasphalt.com>

**Sent:** Wednesday, February 5, 2020 12:31 PM

**To:** Mike Leopardo <mleopardo@currancontracting.com>

**Subject:** RR-19-4503

Mike,

Good Luck!

Sincerely,

*Kyle Jaustra*

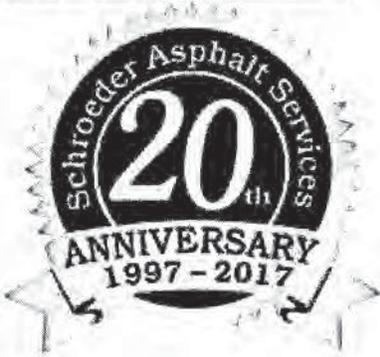
**Schroeder Asphalt Services**

(815) 923-4380 office

(847) 207-6691 cell

(815) 923-4389 fax

[Kyle@SchroederAsphalt.com](mailto:Kyle@SchroederAsphalt.com)



# CMS

July 23, 2019

Ronald Schroeder  
Schroeder Asphalt Services, Inc.  
P.O. Box 831, Huntley, IL 60142  
11022 S. Grant Hwy., Marengo, IL 60152 (physical)  
Huntley, IL 60142

Dear Business Owner:

Re: NCA Certification Approval Persons with Disability Business Enterprise (PBE)  
Certification Term Expires: September 16, 2020

Congratulations! After reviewing the No-Change Affidavit (NCA) information you s  
Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above  
the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the

**NIGP 75510: ASPHALT DISTRIBUTORS, LEVEL**  
**NIGP 91238: CONSTRUCTION SER**  
**NIG**  
**NIGP 91484: TRADE SERV**  
**NIGP 96154: MILLING SERVICES**

Also, please be advised that this certification does not guarantee that you will rec  
register with each of the Procurement Bulletins listed so that you are notified of up  
receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and w

Sincerely,



Carlos Gutierrez  
Certification Manager  
Business Enterprise Program



ILLINOIS

JB Pritzker, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janel L. Forde Acting Director

July 23, 2019

Ronald Schroeder  
Schroeder Asphalt Services, Inc.  
P.O. Box 831, Huntley, IL 60142  
11022 S. Grant Hwy., Marengo, IL 60152 (physical)  
Huntley, IL 60142

Dear Business Owner:

Re: NCA Certification Approval Service Disabled Veteran Owned Small Business (SDVOSB)  
Certification Term Expires: September 16, 2020

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

This certification is in effect with the State of Illinois until the date specified above.

Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

**NIGP 75510: ASPHALT DISTRIBUTORS, LEVELERS, MIXERS, CRACK SEALING EQUIPMENT, ETC.  
(SEE 755-40 FOR TOOLS)**

**NIGP 91238: CONSTRUCTION SERVICES, HAZARDOUS WASTE, INCLUDING SITE MANAGEMENT  
NIGP 91244: EXCAVATION SERVICES**

**NIGP 91484: TRADE SERVICES, CONSTRUCTION, (NOT OTHERWISE CLASSIFIED)**

**NIGP 96154: MILLING SERVICES: ASPHALT, GRAIN, COTTONSEED, VEGETABLE, WOOD, ETC.  
NIGP 96839: EXCAVATING**

Your firm will only show up in the database of BEP-certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on [www.opportunities.illinois.gov](http://www.opportunities.illinois.gov) and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutiérrez  
Certification Manager  
Veteran Business Program



## VOSB FORM 2023

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

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

#### Good Faith Efforts Checklist

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

\_\_\_\_\_ Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

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

\_\_\_\_\_ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid.

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

\_\_\_\_\_ Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in Vendor's efforts to meet the goal.



## VOSB FORM 2023 page 2

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

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

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

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

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

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

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



# VOSB FORM 2023

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

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

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

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

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

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

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

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

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

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

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

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

# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## SPECIAL PROVISION

### FOR

## BID CREDIT INCENTIVE PROGRAMS

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

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

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

Current Tollway Bid Credit Programs are:

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

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

### 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

TOLLWAY: The Illinois State Toll Highway Authority.

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

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

### **4. BIDDING PROCEDURES**

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

4.1 Each bid solicitation will have a contract-specific total Bid Credit Cap as determined by the approved Tollway formula on the amount of Bid Credit that can be applied.

4.2 Any credits applied above and beyond the Bid Credit Cap will not be considered.

4.3 If needed, contractors can check the appropriate ACTIVE Bid Credit Certificate REGISTER on the TOLLWAY's website to ensure Bid Credit Certificate SUBMITTED are active.

4.4 The Bid Credit Cap may be met by Bid Credits:

4.4.1 Earned from one Bid Credit program or from a combination of Bid Credit programs, as Bid Credit Certificates are now issued as one certificate covering all Bid Credit programs

4.4.2 Offered for submission by joint venture partners independently, and/or by subcontractors/fabricators independently, as per Section 5 below. If Bid Credits from different firms are submitted on the same bid, the Bid Credits are applied via Bid Credit Allocation as defined above proportionally to the amounts originally submitted on the bid.

4.5 Entering Bid Credits on the bid forms:

- The BASE BID is to be clearly identified on line #1 of the P page;
- Line #2 is to include the total amount of Bid Credit applied to the bid;
- Line #3 is to include the AWARD CRITERIA (Line #1 minus Line #2 equals Line #3).

- 4.6 All Bid Credit Certificates submitted to calculate the Bid Credit included on Line #2 must be included in the original bid package.
- 4.7 All Bid Credit UTILIZED to become or remain the successful Bidder will become unavailable for inclusion in any other bid at the time the Bidder's AWARD CRITERIA is deemed the lowest responsive and responsible bid.
- 4.8 The Bid Credit Certificate (s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a Bid Credit Certificate (s) to the contractor, or subcontractor/fabricator if applicable.

## **5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION**

- 5.1 Joint Venture partners who own Bid Credits may independently submit Bid Credits toward the joint venture bid subject to the overall Bid Credit Cap.
- 5.2 Subcontractors/fabricators who own Bid Credits may provide those Bid Credits to prime contractors to be applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control.
- 5.3 In the event that a subcontractor/fabricator becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual Active Bid Credits Utilized by the disqualified subcontractor/fabricator that factored into the apparent winning bid will not be refunded to the subcontractor's Bid Credit Certificate balance.
- 5.4 For subcontractor/fabricator Bid Credit to be considered for utilization on a bid by a prime contractor:
  - 5.4.1 The prime contractor must include Bid Credit owned by the prime Bidder along with the BID CREDIT from the subcontractor/fabricator for application to the bid.
  - 5.4.2 The amount of Bid Credits Submitted by the prime contractor shall be no less than the lowest dollar amount submitted by any subcontractor/fabricator application to the bid.
    - 5.4.2.1 An allowance may be made in cases where the prime contractor's total Bid Credits owned are less than those of the subcontractor/fabricator.
      - In no case can the prime offer less than \$1,000 in Bid Credits.
      - In instances where the prime has Bid Credits, but the total amount of the prime's Bid Credits is less than any subcontractor's Bid Credits offered with a bid, the prime's Bid Credits will be utilized and exhausted before a subcontractor's Bid Credits will be applied to the bid.
    - 5.4.2.2 Failure to meet this standard will result in the Bid Credits Submitted not being considered.
  - 5.4.3 The prime contractor is required to perform the following:
    - Ensure that the subcontractor is aware of and has provided permission to the Bidder as indicated on the Bid Credit Certificate to use the Bid Credit Certificate in the bid solicitation;
    - Identify the scope of work and dollar amount committed to each subcontractor/fabricator where a Bid Credit Certificate is being calculated in the Bid Credit;

- Ensure that the Bid Credit Certificate is in active mode, which can be done through checking the Active Bid Credit Certificate Register on the Tollway's website ([www.illinoistollway.com](http://www.illinoistollway.com) and click on "Doing Business") prior to submitting a Bid Credit Bid Credit Certificate in a Tollway bid solicitation;

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

5.4.5 Insert a copy of this Tollway Special Provision for Bid Credit incentive programs in each and every subcontract or joint venture agreement under this contract and it shall become a material term of the subcontracts.

5.5 Bid Credits Submitted by the prime contractor, joint venture partner(s) and/or subcontractor/fabricator(s) are applied via Bid Credit Allocation, proportionally to the amounts originally submitted on the bid.

## **6. LONGEVITY OF BID CREDIT CERTIFICATES**

6.1 Unused Bid Credits do not expire.

6.2 Bid Credits will become Inactive Bid Credits once utilized in a successful bid.

6.3 Should the same Bid Credit Certificate be submitted in multiple bids on the same date:

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

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

6.4 As stated in Section 4.8 above, the Bid Credit Certificate (s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a revised Bid Credit Certificate (s) to the contractor or subcontractor/fabricator if applicable.

## **7. FRAUDULENT USE OF BID CREDIT CERTIFICATES**

Any contractor who knowingly submits an Inactive Bid Credits shall be permanently barred from participating in any Tollway Bid Credit program.

Any contractor who submits a subcontractor/fabricator's Bid Credit Certificate without the permission of the subcontractor/fabricator and/or without committing to utilizing the subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in any Tollway Bid Credit program.

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



**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:** RR- 19-4503  
**CONTRACTOR/CONSULTANT NAME:** Curran Contracting Company

**1. PAYMENT TERMS AND CONDITIONS:**

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

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

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring Tollway, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The vendor or subcontractors shall not impose a charge for audit or examination of the vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed, or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the

State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from vendor's negligent performance; or (c) any negligent act, activity or omission of vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL TOLLWAY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and

reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend vendor from doing future business with the State for a specified period of time, or to determine whether vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
  - 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
  - 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
  - 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
  - 23.1 Vendor shall immediately notify the State of any event that may have a material impact on vendor's ability

to perform the contract.

23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

24. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of vendor's duties under this contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

25.1.2 **Publicity:**

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway nor shall the Tollway's name be used in any such advertisement or solicitation without prior written approval except as required by law.

25.1.3 **Third Party Beneficiaries:**

There are no third party beneficiaries to this contract. This contract is intended only to benefit the Tollway/Buyer and the Vendor.

25.1.4 **Successors In Interest:**

All the terms, provisions, and conditions of the contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

25.1.5 **Venue:**

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

25.1.5.1 Whenever "State" is used or referenced in this contract, it shall be interpreted to mean "Tollway".

25.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The vendor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (21) days following any change in facts or circumstances that might impact the contractor's ability to satisfy its legal or contractual responsibilities and obligations

under this contract. Required reports include, but are not limited to changes in the contractor's Certification/Disclosure Forms, the contractor's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (contractor/vendor) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the contractor agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (contractor/vendor) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within twenty-one (21) days.

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

**25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

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

**25.4 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

Curran Contracting Company agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

|                                             |                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                             | Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below. |
|                                             | <b>STANDARD TERMS AND CONDITIONS</b>                                                                                                                                                                                                                                                                                                          |
| <b>Section/<br/>Subsection #</b>            | State the exception such as "add," "replace," and/or "delete."                                                                                                                                                                                                                                                                                |
|                                             | N/A                                                                                                                                                                                                                                                                                                                                           |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             | <b>ADDITIONAL TERMS AND CONDITIONS</b>                                                                                                                                                                                                                                                                                                        |
| <b>New<br/>Provision(s),<br/># et. seq.</b> | <b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.                                                                                                                                                                                                                                    |
|                                             | N/A                                                                                                                                                                                                                                                                                                                                           |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             |                                                                                                                                                                                                                                                                                                                                               |
|                                             |                                                                                                                                                                                                                                                                                                                                               |

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

|                                                                                             |           |
|---------------------------------------------------------------------------------------------|-----------|
| Agreed: Curran Contracting Company                                                          | Agreed:   |
| By: Nick Schram <i>[Signature]</i>                                                          | By:       |
| Signed:  | Signed:   |
| Position: Vice President                                                                    | Position: |
| Date: February 4, 2020                                                                      | Date:     |



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

**Date:** February 4, 2020 **Project Number:** RR-19-4503

**Project Name:** EASTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION  
JANE ADDAMS MEMORIAL TOLLWAY (I-90) MILEPOST 2.6 TO MILEPOST 18.3

**Sub-Contractor/Consultant Disclosure.**

Will you be using any sub-consultants/contractors?  Yes  No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all sub-contractors/consultants that will be utilized in the performance of this contract, together with the anticipated dollar value (sub-contractors) or percentage (sub-consultants) each is expected to receive pursuant to this contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section sub-contractors/consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

**Delinquent Payment.** The contractor/consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor/consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor/consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**Contractor/Consultant:** Curran Contracting Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** estimating@currancontracting.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

**NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.**

| <u>Sub-Contractor(s)/Consultant(s)</u> | <u>Sub-Contractor/Consultant FEIN</u> | <u>Address</u> | <u>General Type of Work</u> | <u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u> |
|----------------------------------------|---------------------------------------|----------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>SEE ATTACHED</b>                    |                                       |                |                             |                                                                                                                                 |
|                                        |                                       |                |                             |                                                                                                                                 |
|                                        |                                       |                |                             |                                                                                                                                 |
|                                        |                                       |                |                             |                                                                                                                                 |

**Signature:** [REDACTED]

**Date:** February 5, 2020

**Printed Name:** Nick Schram, Vice President

**DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT**

DELINQUENT DEBT REVIEW

| Sub-Contractor(s)/Consultant(s)            | Sub-Contractor/Consultant<br>FEIN | Address                                              | General Type of Work       | Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage) |
|--------------------------------------------|-----------------------------------|------------------------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------|
| N-Track                                    |                                   | 1523 Windsor Road, Loves Park, IL 61111              | Concrete                   | \$ 388,295.00                                                                                                            |
| AC Pavement                                |                                   | 695 Church Road, Elgin, 60123                        | Crack Fill                 | \$ 692,388.00                                                                                                            |
| Engel Electric Co.                         |                                   | 1514 W. Fourth St., Sterling, IL 61081               | Electric                   | \$ 2,750.00                                                                                                              |
| Industrial Fence Inc.                      |                                   | 1300 S Kilbourn Ave, Chicago, IL 60623               | Guardrail                  | \$ 46,844.00                                                                                                             |
| Arteaga Landscapes & Erosion Control , LLC |                                   | 2413 N. Periwinkle Way, Round Lake Beach, IL 60073   | Landscaping                | \$ 159,000.00                                                                                                            |
| H.R. Stewart                               |                                   | 52 W Crystal St., Cary, IL 60132                     | Sewer Clean                | \$ 117,602.00                                                                                                            |
| Kujo, Inc.                                 |                                   | 5303 Johnsburg Rd., Johnsburg, IL 60051              | Signing                    | \$ 735,089.00                                                                                                            |
| Anderson Environmental                     |                                   | 201 N. 6th St., Rockford, IL 61107                   | Soil Testing               | \$ 17,000.00                                                                                                             |
| Material Solutions Testing                 |                                   | 1040 Bonaventure Drive., Elk Grove Village, IL 60007 | Quality Control / Testing  | \$ 95,000.00                                                                                                             |
| Maintenance Coatings Company               |                                   | 543 Woodbury St., South Elgin, IL 60177              | Traffic Control / Striping | \$ 811,887.00                                                                                                            |
| Schroeder Asphalt Services                 |                                   | PO Box 831, Huntley, IL 60142                        | HMA Surface Removal        | \$ 76,000.00                                                                                                             |
| ProTack Asphalt Spraying Experts           |                                   | PO Box 549, Morris, IL 60450                         | Longitudinal Joint Sealant | \$ 94,672.66                                                                                                             |



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

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

|             |                            |
|-------------|----------------------------|
| File Number | 54617305                   |
| Entity Name | CURRAN CONTRACTING COMPANY |
| Status      | ACTIVE                     |

| Entity Information            |                      |
|-------------------------------|----------------------|
| Entity Type                   | CORPORATION          |
| Type of Corp                  | DOMESTIC BCA         |
| Incorporation Date (Domestic) | Monday, 6 April 1987 |
| State                         | ILLINOIS             |
| Duration Date                 | PERPETUAL            |

| Agent Information |
|-------------------|
|-------------------|

|                                                                 |
|-----------------------------------------------------------------|
| <b>Name</b><br>TIMOTHY J CURRAN                                 |
| <b>Address</b><br>286 MEMORIAL COURT<br>CRYSTAL LAKE , IL 60014 |
| <b>Change Date</b><br>Tuesday, 10 March 2009                    |
|                                                                 |

|                                  |
|----------------------------------|
| <b>Annual Report</b>             |
| <b>Filing Date</b><br>00/00/0000 |
| <b>For Year</b><br>2020          |
|                                  |

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| <b>Officers</b>                                                                                              |
| <b>President</b><br><b>Name &amp; Address</b><br>J RICK NOE 286 MEMORIAL COURT CRYSTAL LAKE IL 60014         |
| <b>Secretary</b><br><b>Name &amp; Address</b><br>CATHERINE C CURRAN 286 MEMORIAL COURT CRYSTAL LAKE IL 60014 |
|                                                                                                              |

|                                             |
|---------------------------------------------|
| <b>Assumed Name</b>                         |
| INACTIVE<br>SKOKIE VALLEY ASPHALT CO., INC. |
| ACTIVE<br>ROYER ASPHALT PAVING              |
|                                             |

|                      |
|----------------------|
| <b>Old Corp Name</b> |
|----------------------|

04/15/1993

CURRAN MATERIALS COMPANY

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

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

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:18 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.

\*

Curran Contracting Company

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:22 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.

\*

A C Pavement Striping Company

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:03 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

Anderson Environmental  
Co.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:01 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.

\*

Arteaga Landscapes & Erosion  
Control, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 16:33 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.

\*

D & A Laser Trucking Corp.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:27 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.

\*

H.R. Stewart, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

Industrial Fence, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:29 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.

\*

Kujo, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

Lyons View Manufacturer and Supply

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:32 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.

\*

Maintenance Coatings Co.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:33 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.

\*

Material Solutions  
Laboratory

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

McGinn & McGinn, Inc. DBA Engel  
Electric Co.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:09 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.

\*

MTC Moreno's, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:37 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.

\*

N-Trak Group, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:38 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.

\*

ProTack, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:14 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.

\*

Schroeder Asphalt Services,  
Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

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

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:13 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.

\*

Tamayo Cartage, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



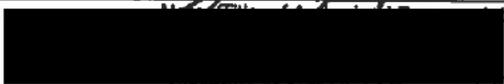
**Substance Abuse Preventive  
Program Certificate  
Public Act 95-06:**

Contract # RR-19-4503 Today's Date 2/5/2020

The undersigned contractor(s) and subcontractor(s) certify that they have read the provisions of the Substance Abuse Prevention on Public Works Act, Public Act 95-0635, and are in compliance with the terms of the Act.

     The contractor/subcontractors hereby certify that they are exempt from the provisions of Public Act 95-0635 because is a party to a collective bargaining agreement that deals with Substance Abuse and Prevention as provided for in the Act

The contractor/subcontractors hereby certify they have a program in place to address Substance Abuse and Prevention as provided for in the Act and will submit the same to the Tollway prior to issuance of an Authorization to Proceed.

Curran Contracting Company Contractor Nick Schraft, Vice President 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

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: Curran Contracting Company

Taxpayer Identification Number:

Social Security Number: NA

or

Employer Identification Number: 

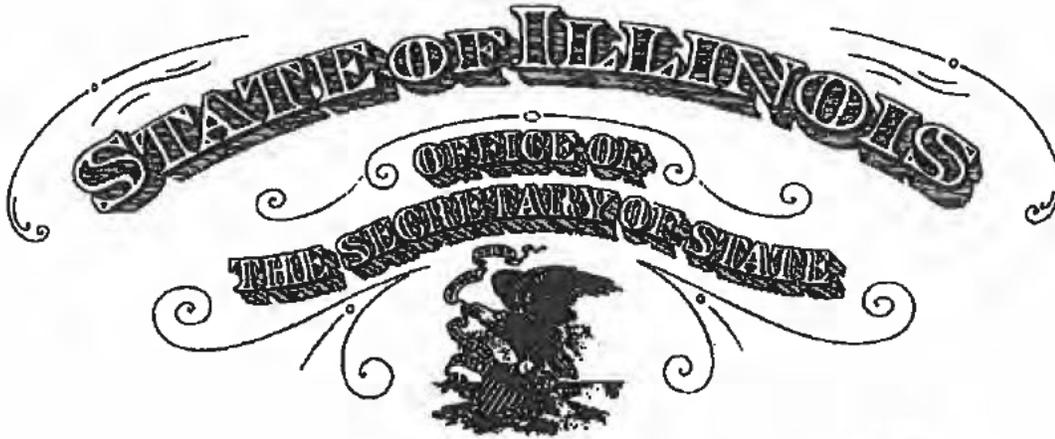
Legal Status (check one):

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

Signature of Authorized Representative: 

Date: February 4, 2020

Nick Schram, Vice President



**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*

CURRAN CONTRACTING COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 06, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 9TH day of JANUARY A.D. 2020 .***

*Jesse White*

SECRETARY OF STATE

# Certificate of Registration

**STATE BOARD OF ELECTIONS**

**Registration No. 11205**

**Curran Contracting Company**

286 Memorial Court

Crystal Lake IL 60014

Information for this business last updated on:

Friday, February 16, 2018

Certificate produced on Friday, February 16, 2018 at 1:29 PM



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

Bid Buy Reference #: B-12290

Procurement/Contract #: RR-19-4503

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

**1. Certification of Illinois Procurement Gateway Registration**

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: IPG-0368879

IPG Expiration Date: 03/05/2021

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS

500/50-10.5(e).  Yes  No

**3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)**

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.  Yes  No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

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

| Name | Address | Relationship to Disclosing Entity |
|------|---------|-----------------------------------|
| NA   | NA      | NA                                |
|      |         |                                   |

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: Click here to enter text.

**4. Disclosure of Current and Pending Contracts**

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes  No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

| Agency              | Project Title | Status | Value | Contract Reference/P.O./Illinois Procurement Bulletin # |
|---------------------|---------------|--------|-------|---------------------------------------------------------|
| Please see attached |               |        |       |                                                         |

**5. Signature**

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Curran Contracting Company

Phone: 815-455-5100

Street Address: 286 Memorial Court

Email: [estimating@currancontracting.com](mailto:estimating@currancontracting.com)

City, State, Zip: Crystal Lake, IL 60014

Vendor Contact: Nick Schram

Signature: 

Date: 2/4/2020

Printed Name: Nick Schram

Title: Vice-President

**FORMS B CERTIFICATIONS AND DISCLOSURES  
CURRENT AND PENDING CONTRACTS**

| <b>Agency</b> | <b>Project Title</b>         | <b>Status</b> | <b>Value</b>  | <b>Contract Reference/P.O./Illinois Procurement Bulletin #</b> |
|---------------|------------------------------|---------------|---------------|----------------------------------------------------------------|
| ISTHA         | I88                          | Open          | \$ 83,562,598 | RR-16-4254                                                     |
| ISTHA         | I88 & IL Rte 47 Interchange  | Open          | \$ 14,058,393 | I-16-4274                                                      |
| ISTHA         | I90 & IL Rte. 23 Interchange | Open          | \$ 20,082,766 | I-18-4392                                                      |
| IDOT          | Curran Rd. Resurfacing       | Open          | \$ 510,615    | 61F80                                                          |
| IDOT          | Rochelle Airport             | Open          | \$ 1,588,581  | RC009                                                          |
| IDOT          | IL Rte 47 Resurfacing        | Open          | \$ 1,225,685  | 62G29                                                          |
| IDOT          | IL Rte 72 Resurfacing        | Open          | \$ 1,588,892  | 66H03                                                          |
| IDOT          | IL Rte 72 Widening           | Open          | \$ 443,316    | 66J12                                                          |
| IDOT          | IL Rte 34 Resurfacing        | Open          | \$ 2,364,534  | 66D54                                                          |
| IDOT          | IL Rte 47 & Plato Rd.        | Open          | \$ 3,508,061  | 62F16                                                          |
| IDOT          | Randall Rd. & Stearns Rd.    | Open          | \$ 4,119,152  | 61F28                                                          |
| IDOT          | Randall Rd. & US 20          | Open          | \$ 6,237,466  | 61F57                                                          |

**Vendor Registration: View****Help & Tools** 

|                         |                                |                       |                                 |                                       |                          |                                |                             |                               |                         |
|-------------------------|--------------------------------|-----------------------|---------------------------------|---------------------------------------|--------------------------|--------------------------------|-----------------------------|-------------------------------|-------------------------|
| <a href="#">General</a> | <a href="#">Public Profile</a> | <a href="#">Users</a> | <a href="#">Commodity Codes</a> | <a href="#">Contacts &amp; Owners</a> | <a href="#">Comments</a> | <a href="#">Certifications</a> | <a href="#">Site Visits</a> | <a href="#">Registrations</a> | <a href="#">Reports</a> |
|-------------------------|--------------------------------|-----------------------|---------------------------------|---------------------------------------|--------------------------|--------------------------------|-----------------------------|-------------------------------|-------------------------|

**Curran Contracting Company**System Vendor Number: **20227553**[View All Forms in PDF](#) [Download Documents](#)**Vendor Registration**

|                                              |                                                           |
|----------------------------------------------|-----------------------------------------------------------|
| TYPE                                         | <b>State of Illinois Vendor Registration</b>              |
| DESCRIPTION                                  | <b>Register to do business with the State of Illinois</b> |
| DATE SUBMITTED                               | <b>2/25/2020</b>                                          |
| STATUS                                       | <b>Accepted</b>                                           |
| STATE OF ILLINOIS VENDOR REGISTRATION NUMBER | <b>IPG-0368879</b>                                        |
| REVIEWER                                     | <b><a href="#">Maribeth Christmon</a></b>                 |
| DATE REVIEWED                                | <b>3/5/2020</b>                                           |
| PUBLIC REVIEW COMMENTS                       |                                                           |
| PRIVATE REVIEW COMMENTS                      |                                                           |
| EXPIRATION DATE                              | <b>3/5/2021</b>                                           |
| FLAG FORM                                    | <b><a href="#">Add Flag</a></b>                           |

**Settings**

|                                                    |                                           |
|----------------------------------------------------|-------------------------------------------|
| SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED | <b>No</b>                                 |
| REGISTERING AS A                                   | <b>Prime Contractor and Subcontractor</b> |

**Entity Information**

|                             |                                                                                               |
|-----------------------------|-----------------------------------------------------------------------------------------------|
| BUSINESS NAME               | <b>Curran Contracting Company</b>                                                             |
| CONTACT FOR THIS SUBMISSION | <b><a href="#">Barb Bensinger (change contact)</a></b>                                        |
| PRIMARY CONTACT EMAIL       | <b><a href="mailto:bbensinger@currancontracting.com">bbensinger@currancontracting.com</a></b> |
| PHONE                       | <b>815-455-5100</b>                                                                           |
| FAX                         | <b>815-455-7894</b>                                                                           |
| COMPANY EMAIL               | <b><a href="mailto:estimating@currancontracting.com">estimating@currancontracting.com</a></b> |
| TAX ID NUMBER               | <b>[REDACTED]</b>                                                                             |
| COMPANY TYPE                | <b>Corporation</b>                                                                            |
| ADDRESS                     | <b>286 Memorial Court<br/>Crystal Lake, IL 60014</b><br><a href="#">(edit address)</a>        |

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|         |                |       |                 |                   |          |                |             |               |         |
|---------|----------------|-------|-----------------|-------------------|----------|----------------|-------------|---------------|---------|
| General | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Certifications | Site Visits | Registrations | Reports |
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|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| FORM NAME        | <b>A - B. Business Information &amp; Additional Information</b> |
| DESCRIPTION      | <b>Complete section A and B, in order to submit this form.</b>  |
| DATE SUBMITTED   | <b>2/25/2020</b>                                                |
| STATUS           | <b>Accepted</b>                                                 |
| BUSINESS NAME    | <b>Curran Contracting Company</b>                               |
| POINT OF CONTACT | <b><u>Barb Bensinger</u></b>                                    |
| FLAG FORM        | <b><u>Add Flag</u></b>                                          |

**A. Business Information**

|                                                              |                                                  |                          |
|--------------------------------------------------------------|--------------------------------------------------|--------------------------|
| 1. YOUR BUSINESS IS REGISTERING AS A                         | <b>Prime Contractor and Subcontractor</b>        | <input type="checkbox"/> |
| 2. NAME OF CEO/BUSINESS OWNER                                | <b>Rick Noe</b>                                  | <input type="checkbox"/> |
| 3. ANNUAL SALES/GROSS RECEIPTS                               | <b>156,804,823</b>                               | <input type="checkbox"/> |
| 4. WHEN WAS YOUR BUSINESS ESTABLISHED?                       | <b>04/01/1979</b>                                | <input type="checkbox"/> |
| 5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS? | <b>The business conducts business statewide.</b> | <input type="checkbox"/> |
| 6. CONTACT PERSON FOR THIS VENDOR REGISTRATION               | <b>Barb Bensinger</b>                            | <input type="checkbox"/> |
| CONTACT PERSON TITLE                                         | <b>Contract Administrator</b>                    |                          |
| CONTACT PERSON PHONE                                         | <b>8154555100</b>                                |                          |
| CONTACT PERSON EMAIL                                         | <b>bbensinger@currancontracting.com</b>          |                          |

**B. Additional Information**

|                                                              |                                       |                          |
|--------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY? | <b>Chief Procurement Office (CPO)</b> | <input type="checkbox"/> |
|                                                              | <b>State Agency</b>                   |                          |

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|                  |                                                           |
|------------------|-----------------------------------------------------------|
| FORM NAME        | <b>C. Small Business Set-Aside Program</b>                |
| DESCRIPTION      | <b>Complete the Small Business Set-Aside Program form</b> |
| DATE SUBMITTED   | <b>2/25/2020</b>                                          |
| STATUS           | <b>Accepted</b>                                           |
| BUSINESS NAME    | <b>Curran Contracting Company</b>                         |
| POINT OF CONTACT | <b><u>Barb Bensinger</u></b>                              |
| FLAG FORM        | <b><u>Add Flag</u></b>                                    |

**C. Small Business Set-Aside Program**

|                                                                                 |           |           |
|---------------------------------------------------------------------------------|-----------|-----------|
| 1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? | <b>No</b> | <b>70</b> |
|---------------------------------------------------------------------------------|-----------|-----------|

**Additional Information**

STAFF ATTACHED FILE(S)

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## Vendor Registration

|                  |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| FORM NAME        | D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois |
| DESCRIPTION      | Complete section D and E, in order to submit this form.                         |
| DATE SUBMITTED   | 2/25/2020                                                                       |
| STATUS           | Accepted                                                                        |
| BUSINESS NAME    | Curran Contracting Company                                                      |
| POINT OF CONTACT | <a href="#">Barb Bensinger</a>                                                  |
| FLAG FORM        | <a href="#">Add Flag</a>                                                        |

## D. Department of Human Rights (DHR)

|                                                                                                          |                                                                                              |                      |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------|
| 1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR | 202                                                                                          | <a href="#">View</a> |
| 2. SELECT THE DHR STATUS OF YOUR BUSINESS                                                                | My business had 15 or more employees at any time within the past year.<br>95520-00 1/16/2024 | <a href="#">View</a> |

## 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 | <a href="#">View</a> |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------|

## Additional Information

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

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|                  |                                                             |
|------------------|-------------------------------------------------------------|
| FORM NAME        | <b>F - G. Certifications &amp; Board of Elections</b>       |
| DESCRIPTION      | <b>Complete section F - G, in order to submit the form.</b> |
| DATE SUBMITTED   | <b>2/25/2020</b>                                            |
| STATUS           | <b>Accepted</b>                                             |
| BUSINESS NAME    | <b>Curran Contracting Company</b>                           |
| POINT OF CONTACT | <b><u>Barb Bensinger</u></b>                                |
| FLAG FORM        | <b><u>Add Flag</u></b>                                      |

**F. Certifications**

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 100

**Yes**

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 100

**N/A**

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 100

**Yes**

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 100

**Yes**

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 100

**Yes**

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 100

**Yes**

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

**Yes**

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

**Yes**

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

**Yes**

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

**Yes**

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

**Yes**

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

**Yes**

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

**Yes**

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

**Yes**

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

**Yes**

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

**Yes**

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**Yes**

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**N/A**

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

**Yes**

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

**Yes**

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

**Yes**

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

**Yes**

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

**Yes**

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

**Yes**

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

**Yes**

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

**Yes**

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

**Yes**

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

**Yes**

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

**N/A**

## G. Board of Elections (BOE)

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

10

**Yes, I certify my business is registered with BOE.**

11205

## Additional Information

STAFF ATTACHED FILE(S)

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System Vendor Number: 20227553

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| Vendor Registration |                                                   |
|---------------------|---------------------------------------------------|
| FORM NAME           | H. Iran Disclosure                                |
| DESCRIPTION         | Complete section H, in order to submit this form. |
| DATE SUBMITTED      | 2/25/2020                                         |
| STATUS              | Accepted                                          |
| BUSINESS NAME       | Curran Contracting Company                        |
| POINT OF CONTACT    | <a href="#">Barb Bensinger</a>                    |
| FLAG FORM           | <a href="#">Add Flag</a>                          |

### 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.**

### Additional Information

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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   | 2/25/2020                                                      |
| STATUS           | Accepted                                                       |
| BUSINESS NAME    | Curran Contracting Company                                     |
| POINT OF CONTACT | <a href="#">Barb Bensinger</a>                                 |
| FLAG FORM        | <a href="#">Add Flag</a>                                       |

## I. Financial Disclosures &amp; Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. Y

**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? Y

Yes

| Document                                                                                | Status                                  |
|-----------------------------------------------------------------------------------------|-----------------------------------------|
| Parent Form<br><a href="#">IPG Parent Ownership Percentages 2020.pdf</a> (PDF, 0.96 MB) | Attached by Barb Bensinger on 2/25/2020 |

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST Y

**Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)**

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? Y

**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.<br><a href="#">IPG Percentage of Ownership and Distributive Income Form 02152020.pdf</a> (PDF, 67.87 KB) | Attached by Barb Bensinger on 2/25/2020 |

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION Y

1.

**Yes**

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

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

**Not applicable - For-Profit Entity**

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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.

**Not applicable - No individuals disclosed in question 1**

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.

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE

PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

[Customer Support](#)

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

Vendor Name: CURRAN CONTRACTING COMPANY

DBA: Click here to enter text.

**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 |
|---------------------------|--------------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------------|
| CURRAN GROUP INC          | 286 Memorial Court, Crystal Lake, IL 60014 | 100                       | Click here to enter text. | 100                       | 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.       |
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**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

---

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

|                                                |                                                                                                                                                                                          |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor Name                                    | Curran Contracting Company                                                                                                                                                               |
| Doing Business As (DBA)                        | Click here to enter text.                                                                                                                                                                |
| Disclosing Entity                              | Curran Group, Inc.                                                                                                                                                                       |
| Disclosing Entity's Parent Entity              | Click here to enter text.                                                                                                                                                                |
| Instrument of Ownership or Beneficial Interest | Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text. |

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

**Option 1 – Publicly Traded Entities**

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

**Option 2 – Privately Held Entities with more than 200 Shareholders**

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

**Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

**Option 4 – Foreign Entities**

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

**Option 5 – Not-for-Profit Entities**

Complete Step 2, Option B.

**Option 6 – Sole Proprietorships**

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. In Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

| <b>TABLE – X</b>          |                           |                                |                              |
|---------------------------|---------------------------|--------------------------------|------------------------------|
| <b>Name</b>               | <b>Address</b>            | <b>Percentage of Ownership</b> | <b>\$ Value of Ownership</b> |
| 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.      | Click here to enter text.    |

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

| <b>TABLE – Y</b>          |                           |                                 |                                        |
|---------------------------|---------------------------|---------------------------------|----------------------------------------|
| <b>Name</b>               | <b>Address</b>            | <b>% of Distributive Income</b> | <b>\$ Value of Distributive Income</b> |
| 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.       | Click here to enter text.              |

Step 2

Option A-Distributive Income

Table X Attachment

**Table X – Ownership Share**

| Name                         | Address | % of Ownership | \$ Value of Ownership |
|------------------------------|---------|----------------|-----------------------|
| John H. Curran Trust<br>76-2 |         | 54%            | N/A                   |
| William Curran Trust<br>76-3 |         | 46%            | N/A                   |

Step 2

Option B-Distributive Income

Table Y Attachment

**Table Y – Distributive Income**

| Name                | Address | % of Distributive Income | \$ Value of Distributive Income |
|---------------------|---------|--------------------------|---------------------------------|
| Catherine C. Curran |         | 16%                      | N/A                             |
| Patricia Poth       |         | 12%                      | N/A                             |
| Sue Rushmore        |         | 12%                      | N/A                             |
| Michael Curran      |         | 10%                      | N/A                             |
| Cynthia DeTrempe    |         | 8%                       | N/A                             |
| William Curran      |         | 6%                       | N/A                             |
| Heather Stone       |         | 5%                       | N/A                             |
| Elizabeth Curran    |         | 5%                       | N/A                             |
| Jennifer Williams   |         | 5%                       | N/A                             |

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed 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 disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

| TABLE -- Z                |                           |
|---------------------------|---------------------------|
| Name                      | Address                   |
| 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. |

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Linda E. Curran, Trustee, William Curran, Catherine C. Curran, Patricia Poth, Sue Rushmore, Michael Curran, Cynthia DeTrempe, Heather Stone, Elizabeth Curran, Jennifer Williams.

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been 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?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4**

**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Linda E. Curran, Trustee, William Curran, Catherine C. Curran, Patricia Poth, Sue Rushmore, Michael Curran, Cynthia DeTrempe, Heather Stone, Elizabeth Curran, Jennifer Williams.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you 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?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you 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 office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you 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?  Yes  No
9. Do you 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?  Yes  No
10. Do you 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?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

[Click here to enter text.](#)

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Linda E. Curran, Trustee, William Curran, Catherine C. Curran, Patricia Poth, Sue Rushmore, Michael Curran, Cynthia DeTrempe, Heather Stone, Elizabeth Curran, Jennifer Williams and Curran Group, Inc.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7  
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Curran Group, Inc.



Date: 2/25/20

Printed Name: Jim Lancaster

Title: CFO

Phone Number: 815-455-5100

Email Address: [jlancaster@currancontracting.com](mailto:jlancaster@currancontracting.com)



# Illinois Department of Transportation

## Certificate of Eligibility

Curran Contracting Company  
286 Memorial Court Crystal Lake, IL 60014

Contractor No 1305

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                   | \$43,900,000 |
| 003 | HMA PLANT MIX               | Unlimited    |
| 012 | DRAINAGE                    | \$2,900,000  |
| 017 | CONCRETE CONSTRUCTION       | \$4,250,000  |
| 032 | COLD MILL, PLAN. & ROTOMILL | \$10,575,000 |
| 08A | AGGREGATE BASES & SURF. (A) | \$6,375,000  |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/28/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/22/2019.

Engineer of Construction

## **PART III: CONTRACT REQUIREMENTS**

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

# AGREEMENT

CONTRACT NO: RR-19-4503

This agreement authorized by the Board of Directors to be entered into in duplicate this 26 day of March 2020 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and Curran Contracting Company

- \* a corporation organized and existing under the laws of the State of Illinois and authorized to do business in Illinois. {Attach Secretary of State certification}
- \* ~~a partnership consisting of~~
- \* ~~an individual doing business as~~
- \* ~~a joint venture consisting of no more than three (3) members.~~

with principal office in the City of Crystal Lake, in the State of Illinois (hereinafter referred to as the "contractor").

## WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

## DESCRIPTION AND SCOPE OF WORK

The contractor shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

## CONTRACT

The following documents, taken as a whole, constitute the contract:

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Supplemental Specifications and Recurring Special Provisions
8. The IDOT Standard Specifications for Road and Bridge Construction.
9. The Bid.
10. The Instructions and Information to Bidders.
11. The Advertisement for Sealed Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

**CONTRACT NO: RR-19-4503**

**CONTRACT BOND AGREEMENT**

The contractor shall simultaneously herewith furnish and deliver to the Tollway a Performance Bond, agreeing to perform the work in accordance with all of the provisions of the contract, as in said Performance Bond provided, and a Payment Bond, agreeing to pay not less than prevailing wages for the work to be performed in accordance with the contract and the laws of the State of Illinois and agreeing to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same date as this Agreement, in the forms prescribed by the Tollway, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the Tollway authorized to do business in the State of Illinois.

The contractor agrees that said Bonds shall be maintained in full force and effect until final acceptance of the work by the Tollway and thereafter, as provided in Article 103.05 of the Tollway Supplemental Specifications. The contractor agrees and will cause the surety to agree to be bound by each and every provision of all of the contract documents.

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Tollway, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Tollway, the contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Tollway and all persons supplying labor or materials in the prosecution of the work contemplated by this contract.

In the event the surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Tollway be insolvent, the Contractor agrees forthwith upon request of the Tollway to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the Tollway.

**DEFINITIONS**

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for The Illinois State Toll Highway Authority issued by the Tollway.

**TIME OF PERFORMANCE**

The duration of this contract shall commence with the Chief Operating Officer's signature and shall continue until October 30, 2020, in accordance with the contract book schedule.

**CONTRACT END DATE**

The contract end date is two (2) years from the completion date. Based on the completion date stated in the contract at the time of award the End Date October 30, 2022.

This contract maybe renewed for two (2) additional one (1) year terms or one (1) additional two (2) year term, the length of any renewal is to be determined and agreed upon by the Parties.

**CONTRACT NO: RR-19-4503**

**LIABILITY OF JOINT VENTURE**

In the event the successful bidder (contractor) of this contract is a joint venture, then each individual, partnership, or corporation comprising such joint venture, shall be individually, personally, severally and jointly liable and responsible, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this contract, notwithstanding any arrangement, understanding or agreement to the contrary, if any, whether disclosed to the Tollway or not, entered into by and between the individual, partnership, joint venture, or corporation comprising such joint venture.

**PERFORMANCE OF THE WORK**

The contractor shall perform all work under the direct supervision, and to the satisfaction of the Construction Manager. The Construction Manager shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the work and interpretation of the specifications, and the Construction Manager's decision shall be final.

Any dispute between the Construction Manager and the contractor with respect to any matter shall be decided by the Chief Engineering Officer of The Tollway and his decision shall be final.

In the event that the quantity of any item of work as given in the Bid shall be greater or less than estimated, payment shall be made by the Tollway on the basis of the actual quantity completed at the unit price for such item named in the Bid, subject to the provisions of the Article 104.02 of the Tollway Supplemental Specifications.

Notwithstanding anything contained in this contract, all payments to be made pursuant to this contract shall be subject to approval by the Chief Engineering Officer.

**CONSIDERATION**

The Tollway shall pay the Contractor for the performance of the work, subject to any additions or deductions therein as provided for in the Specifications, in current funds, at the prices for the respective items of work shown in the Bid. Payments are to be made to the Contractor in accordance with and subject to the provisions of the contract documents.

**ASSIGNMENT**

This contract may not be assigned, transferred in whole or in part by the Vendor without prior written consent of the Illinois Tollway.

**CONTRACT NO: RR-19-4503**

**COVENANT AGAINST CONTINGENT FEES**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the Tollway shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS**

This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the contract. Currently, the Tollway is not required to obtain a yearly appropriation of its funds. However, the Tollway cannot and does not make any representations or warranties concerning future appropriation requirements.

**COMPTROLLER REQUIREMENTS FOR CONTRACTS**

Contractor and any and all subcontractors under this contract agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of five (5) years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, Inspector General, and the Purchasing Agency.

The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any contractor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund.

**FREEDOM OF INFORMATION ACT**

This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

**GOVERNING LAW; EXCLUSIVE JURISDICTION**

This agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. ***THE CONTRACTOR CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN DUPAGE COUNTY, STATE OF ILLINOIS.***

**CONTRACT NO: RR-19-4503  
NOTICE**

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to the Contractor at:

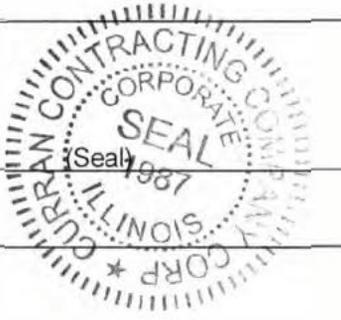
Curran Contracting Company, 286 Memorial Court, Crystal Lake, IL 60014

or to the TOLLWAY at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time.

Addendum, if any, referred to on Page P-1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.\*

Agreed By [Redacted] 2/10/2020  
Vice President Date  
Michael Leopardo  
Printed Name as Signed Above



ATTEST:  
[Redacted]  
Dawn Carlson  
Printed Name as Signed Above

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

APPROVED: [Redacted] 05/26/2020  
Willard S. Evans Jr., Chairman/CEO Date

APPROVED: [Redacted] 05/26/2020  
Jose Alvarez, Executive Director Date

APPROVED: [Redacted] 05/22/2020  
Cathy R. Williams, Chief Financial Officer Date

APPROVED: [Redacted] 05/18/2020  
Kathleen Pasulka-Brown, General Counsel Date

Approved as to Form and Constitutionality  
[Redacted] 05/13/2020  
Attorney General, State of Illinois Date

**CORPORATION SIGNATURE FORM**

At a meeting on March 30, 2020, the Board of Directors  
of Curran Contracting Company adopted the following Resolution:  
(Name of Corporation)

“BE IT RESOLVED that Joshua Flurry, Jeff Vardiak, Joe Francis, Mike  
Pachla  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Curran Contracting Company  
(Name of Corporation)

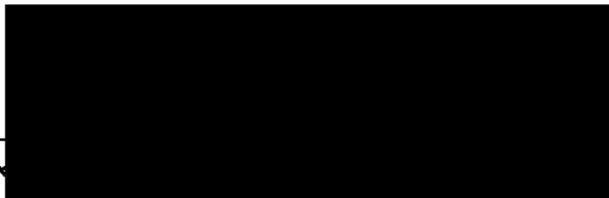
to execute the contract and any and all contract modifications or  
documentation in connection with The Illinois State Toll Highway  
Authority’s Contract No. RR-19-4503.”

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

(Corporate Seal)



March 30, 2020  
Date



Secretary

UNANIMOUS WRITTEN CONSENT OF THE  
BOARD OF DIRECTORS OF  
CURRAN CONTRACTING COMPANY  
(IN LIEU OF SPECIAL MEETING)

The undersigned, being all of the Directors of CURRAN CONTRACTING COMPANY, an Illinois Corporation (the "Corporation"), acting pursuant to the by-laws of the Corporation and Section 7.20 of the Illinois Business Corporation Act, do consent to the taking of the following actions, in lieu of holding a Special Meeting of the Board of Directors, and waive any notice required to be given in connection with such meeting and do approve and adopt the following resolution:

RESOLVED, that Michael Leopardo, Nicklas Schram, Michael Pachla, and Jeffrey Pennino are each individually authorized to execute and bind this Corporation to all bids, proposals, contracts, and agreements for all construction projects to be performed by the Corporation on behalf of any public or private contracting entity, and that Barbara Bensinger, Dawn Carlson, and Kim Bolanowski are each individually authorized to attest as Assistant Secretaries to the signatures of Michael Leopardo, Nicklas Schram, Michael Pachla, and Jeffrey Pennino.

IN WITNESS WHEREOF, the undersigned have executed this Consent and directed that it be placed with the records of the Board of Directors of the Corporation this 23<sup>rd</sup> day of January 2020.

[Redacted Signature]

Timothy J. Curran

[Redacted Signature]

Michael J. Curran

[Redacted Signature]

Catherine C. Curran

Being all of the Directors  
of said Corporation.

## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Curran Contracting Company</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                    |
|                                                        | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                    |
|                                                        | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) <u>5</u><br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
|                                                        | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>286 Memorial Court</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Requester's name and address (optional)                                                                                                                                                                                                                            |
|                                                        | 6 City, state, and ZIP code<br><b>Crystal Lake IL 60014</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                    |
|                                                        | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                    |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|  |                                                                                                                         |
|--|-------------------------------------------------------------------------------------------------------------------------|
|  | Social security number<br>[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]                                                       |
|  | or<br>Employer identification number<br>[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] |

**Part II Certification**

Under penalties of perjury, 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                  |                         |
|------------------|----------------------------------|-------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ _____ | Date ▶ <u>1/10/2020</u> |
|------------------|----------------------------------|-------------------------|

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

OGDEN UT 84201-0038

In reply refer to: 0443193194  
Aug. 17, 2015 LTR 147C 0  
[REDACTED] 000000 00  
00004842  
BODC: LM

CURRAN CONTRACTING CO  
286 MEMORIAL CT  
CRYSTAL LAKE IL 60014



001901

Employer identification number: [REDACTED]

Dear Taxpayer:

We are responding to an inquiry of Aug. 06, 2015, on your behalf from Jennifer Stelzer. We have no record that you authorized her to act for you. Please notify her that we replied directly to you. If you want to authorize a third party to represent you, complete Form 2848, Power of Attorney and Declaration of Representative. If you want to give us permission to release your confidential tax information to a third party, complete Form 8821, Tax Information Authorization. For more information about these forms, visit our website at [www.irs.gov](http://www.irs.gov) or call the telephone number at the end of this letter.

Your employer identification number (EIN) is [REDACTED]. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by calling 1-800-TAX-FORM (1-800-829-3676) or visiting our website at [www.irs.gov/formspubs](http://www.irs.gov/formspubs).

If you have questions, you can call us toll free at 1-800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include this letter and provide in the spaces below, your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone number ( ) \_\_\_\_\_ Hours \_\_\_\_\_

**Illinois Sales Tax Exemption Certificate**

IL STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVE  
DOWNERS GROVE IL 60515-1703**Sales Tax Exemption Certificate****Issue date:**

02/10/2020

**Expiration date:**

03/01/2025

**Sales Tax Exemption****Organization type:****Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

**ILLINOIS REVENUE**

Director

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-19-4503**

**PERFORMANCE BOND**

**Bond No. 30088513**

**KNOW ALL PERSONS BY THESE PRESENTS**, That we, Curran Contracting Company,  
*(Name of Principal)*

- a corporation organized and existing under the laws of the State of IL 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 Continental Casualty Company  
*(Name of Surety)*

a corporation organized and existing under the laws of the State of IL 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 Four Million Nine Hundred Thirty-Eight Thousand Six Hundred Sixty-Nine Dollars and Forty-Two Cents (\$4,938,669.42), 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-19-4503, Jane Addams Memorial Tollway I-90 Rockton Road to Kishwaukee  
*(Insert Contract Number and Description)*

River Bridge

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.

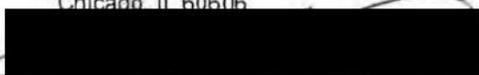
IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 13th day of April, 2020.

Surety Continental Casualty Company

Address 151 N. Franklin St.

Chicago, IL 60606

By   
(Seal) Attorney in Fact Joshua Sanford

Agent for  
Surety Willis Towers Watson Midwest, Inc.

Address 233 South Wacker Drive, Suite 1800

Chicago, IL 60606

Principal Curran Contracting Company

Address 286 Memorial Court

Crystal Lake, IL 60014

By   
(Signature) (Seal)

Michael Pachla Vice President  
(Name & Title)

Attest   
Corporate Secretary



(Attach Surety's Power of Attorney)

(Attach Notary Certificate  
authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate  
authenticating Signature of Representative of Principal  
if not attested by Corporate Secretary)

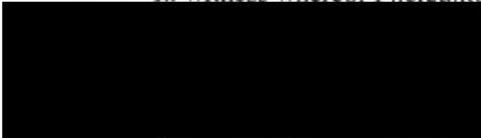
**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 13th day of April, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Continental Casualty Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

  
Signature of Notary Public  
Date Commission Expires: February 28, 2025  
Brendan Fletcher  
Printed Name of Notary

**BRENDAN FLETCHER**  
**NOTARY PUBLIC - CT 180835**  
My Commission Expires Feb. 28, 2025

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Donna M Planeta, Joshua Sanford, Aimee R Perondine, Aiza Anderson, Danielle D Johnson, Michelle Anne McMahon, Saykham Chanthasone, Rebecca M Stevenson, Bryan M Caneschi, Tanya Nguyen, Bethany Stevenson, Individually**

of Hartford, CT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of November, 2019.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

[Redacted Signature]

Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 12th day of November, 2019, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



[Redacted Signature]

My Commission Expires June 23, 2021

J. Mohr

Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 13<sup>th</sup> day of April, 2020.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

[Redacted Signature]

D. Johnson

Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-19-4503**

**PAYMENT BOND**

**Bond No. 30088513**

**KNOW ALL PERSONS BY THESE PRESENTS**, That we, Curran Contracting Company,  
*(Name of Principal)*

- a corporation organized and existing under the laws of the State of IL 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 Continental Casualty Company  
*(Name of Surety)*

a corporation organized and existing under the laws of the State of IL 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 Four Million Nine Hundred Thirty-Eight Thousand Six Hundred Sixty-Nine Dollars and Forty-Two Cents (\$4,938,669.42), 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-19-4503, Jane Addams Memorial Tollway I-90 Rockton Road to Kishwaukee  
*(Insert Contract Number and Description)*

River Bridge

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 13th day of April, 2020.

Surety Continental Casualty Company

Principal Curran Contracting Company

Address 151 N. Franklin St.

Address 286 Memorial Court

Chicago, IL 60606

Crystal Lake, IL 60014

By

(Seal)

Attorney in Fact Joshua Sanford

By

(Signature)

Michael Pachla Vice President

(Seal)

Agent for

Surety Willis Towers Watson Midwest, Inc.

Attest

Corporate Secretary

Address 233 South Wacker Drive, Suite 1800

Chicago, IL 60606



(Attach Surety's Power of Attorney)

(Attach Notary Certificate  
authenticating Signature of Attorney-in-Fact)

(Attach Notary Certificate  
authenticating Signature of Representative of Principal  
if not attested by Corporate Secretary)

**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 13th day of April, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Continental Casualty Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

**BRENDAN FLETCHER**  
**NOTARY PUBLIC - CT 180835**  
My Commission Expires Feb. 28, 2025

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Donna M Planeta, Joshua Sanford, Aimee R Perondine, Aiza Anderson, Danielle D Johnson, Michelle Anne McMahon, Saykham Chanthasone, Rebecca M Stevenson, Bryan M Caneschi, Tanya Nguyen, Bethany Stevenson, Individually**

of Hartford, CT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of November, 2019.



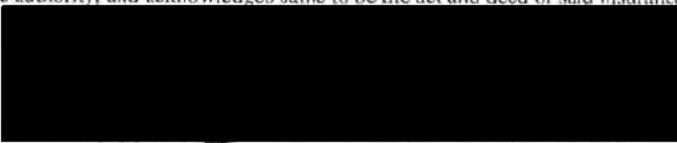
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania



Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 12th day of November, 2019, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 13<sup>th</sup> day of April, 2020.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania



D. Johnson Assistant Secretary

Form F6853-4/2012

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

|                                                                                     |                                           |                       |
|-------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>The Horton Group<br>10320 Orland Parkway<br>Orland Park IL 60467 | <b>CONTACT NAME:</b> Certificates Team    |                       |
|                                                                                     | <b>PHONE (A/C, No, Ext):</b> 708-845-3917 | <b>FAX (A/C, No):</b> |
| <b>E-MAIL ADDRESS:</b> constructioncerts@thehortongroup.com                         |                                           |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                |                                           | <b>NAIC #</b>         |
| <b>INSURER A:</b> Berkley Assurance Company                                         |                                           | 39462                 |
| <b>INSURER B:</b> Arch Insurance Company                                            |                                           | 11150                 |
| <b>INSURER C:</b> RSUI Indemnity Company                                            |                                           | 22314                 |
| <b>INSURER D:</b> National Fire & Marine Insurance Company                          |                                           | 20079                 |
| <b>INSURER E:</b> Endurance American Specialty Insurance Company                    |                                           | 41718                 |
| <b>INSURER F:</b>                                                                   |                                           |                       |

**COVERAGES**

CERTIFICATE NUMBER: 339915511

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 INSR | SUBR WVD | POLICY NUMBER                                        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                  |                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------------------------------------------|-------------------------|-------------------------|---------------------------------------------------------|--------------------------------|
| B        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | Y         | Y        | 41PKG89536                                           | 10/1/2019               | 10/1/2020               | EACH OCCURRENCE                                         | \$ 5,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 100,000                     |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | MED EXP (Any one person)                                | \$ 5,000                       |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | PERSONAL & ADV INJURY                                   | \$ 5,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | GENERAL AGGREGATE                                       | \$ 5,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$ 5,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         |                                                         | \$                             |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                | Y         | Y        | 41PKG89536                                           | 10/1/2019               | 10/1/2020               | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 5,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | BODILY INJURY (Per person)                              | \$                             |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | BODILY INJURY (Per accident)                            | \$                             |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$                             |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         |                                                         | \$                             |
| D        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 25,000                                                                                                                        | Y         | Y        | 42-UMO-308949-01                                     | 10/1/2019               | 10/1/2020               | EACH OCCURRENCE                                         | \$ 5,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | AGGREGATE                                               | \$ 5,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         |                                                         | \$                             |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                | Y/N       | Y        | 41WC189534 - AOS<br>44WC189535 - CA KY MN MO OR & TX | 10/1/2019<br>10/1/2019  | 10/1/2020<br>10/1/2020  | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
|          |                                                                                                                                                                                                                                                                                                                                              | N/A       |          |                                                      |                         |                         | E.L. EACH ACCIDENT                                      | \$ 1,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | E.L. DISEASE - EA EMPLOYEE                              | \$ 1,000,000                   |
|          |                                                                                                                                                                                                                                                                                                                                              |           |          |                                                      |                         |                         | E.L. DISEASE - POLICY LIMIT                             | \$ 1,000,000                   |
| A        | Pollution/Professional                                                                                                                                                                                                                                                                                                                       | Y         | Y        | PCAB5003449-1017                                     | 10/1/2019               | 10/1/2020               | Occurrence/Aggregate                                    | \$5M / \$5M                    |
| C        | Excess Liability                                                                                                                                                                                                                                                                                                                             | Y         | Y        | NHA087645                                            | 10/1/2019               | 10/1/2020               | Limit                                                   | \$15M / \$15M                  |
| E        | Excess Liability                                                                                                                                                                                                                                                                                                                             | Y         | Y        | EXC10004219006                                       | 10/1/2019               | 10/1/2020               | Limit                                                   | \$15M / \$15M                  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional insured on a primary non contributory basis with respect to general liability, auto liability, excess and pollution liability only when required by written contract. Waiver of subrogation in favor of the additional insureds will apply to general liability, auto liability, workers compensation, excess and pollution liability where permitted by law and only when required by written contract. Excess follows form. General Liability Deductible: \$500,000 Each Occurrence

RE: Job # 04-20-0007, Contract RR-19-4503 Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge M.P. 2.6 to M.P. 18.3 Eastbound Pavement and Structural Preservation and Rehabilitation.

The additional insureds are the Illinois State Toll Highway Authority, the Illinois Department of Transportation (IDOT), Winnebago County Highway Department, See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

The Illinois State Toll Highway Authority  
 Attention: Risk Management  
 2700 Ogden Avenue  
 Downers Grove IL 60515

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

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

|                            |           |                                                                                            |  |
|----------------------------|-----------|--------------------------------------------------------------------------------------------|--|
| AGENCY<br>The Horton Group |           | NAMED INSURED<br>Curran Contracting Company<br>286 Memorial Court<br>Crystal Lake IL 60014 |  |
| POLICY NUMBER              |           | EFFECTIVE DATE                                                                             |  |
| CARRIER                    | NAIC CODE |                                                                                            |  |

**ADDITIONAL REMARKS**

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

City of Loves Park, Rockford Township, Village of Roscoe, together with their agents and employees.

Builders Risk Coverage: Berkley Fire & Marine, Policy Number: MIM 1034577-50, Effective 4/20/2020 - 10/30/2020, Limit: \$4,813,669 Deductible: \$5,000,  
 Named Insured: The Illinois State Toll Highway Authority

Excess policy no. 42-UMO-308949-01 (\$5M Limit)  
 Excess policy no. NHA087645 (\$15M excess of \$5M)  
 Excess policy no. EXC10004219006 (\$15M Excess of \$20M)

April 22, 2020

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

RE: Contract RR-19-4503 Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge M.P. 2.6 to M.P. 18.3 Eastbound Pavement and Structural Preservation and Rehabilitation.

Dear Sirs:

Please allow this letter to serve as certification of coverage attesting that:

- All provisions of the accepted certificate of insurance and policy binders have been obtained
- All endorsements indicated and attached have been secured from the insurance carrier

Please note our office is the binding agent for all policies listed except the excess liability and pollution/professional liability policies listed on our certificate. For those policies we are the broker for the insurance carrier.

If you have any questions regarding this information please feel free to contact our office.

Sincerely,



**Kevin Palmer**

Corporate Attorney, Privacy Officer, Vice President and Secretary Corporate Resources

The Horton Group  
10320 Orland Parkway / Orland Park, IL 60467  
Phone: 708.845.3378 / Fax: 708-845-4378  
[www.thehortongroup.com](http://www.thehortongroup.com) / [kevin.palmer@thehortongroup.com](mailto:kevin.palmer@thehortongroup.com)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations |
|--------------------------------------------------------------------------------------------------------|-----------------------------------|
| All parties where required by written contract                                                         |                                   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s) | Location And Description Of Completed Operations |
|------------------------------------------------------------|--------------------------------------------------|
| All parties where required by written contract             |                                                  |
|                                                            |                                                  |
|                                                            |                                                  |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" 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".

However:

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| <p><b>Name Of Person Or Organization:</b></p> <p>All parties where required by written contract</p>           |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

|                                                                                                        |
|--------------------------------------------------------------------------------------------------------|
| <b>Designated Construction Project(s):</b>                                                             |
| Applies to all construction projects of the insured unless otherwise excluded                          |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG89536

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

"insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:** 10/01/2019

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

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  
Insured

Effective Policy No. 41WCI89534    Endorsement No.  
Premium

Insurance Company: Arch Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## **SCHEDULE**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:</b></p> <p>The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager under Contract RR-19-4503 Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge M.P. 2.6 to M.P. 18.3 Eastbound Pavement and Structural Preservation and Rehabilitation.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>                                                                                                                                                                                                                                                                                                                                                                                            |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**L. First Party Claim** means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

**M. Information Technology Products** means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

**N. Information Technology Services** means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

**O. Insured** means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or

or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and

2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

## **B. Reporting a Circumstance**

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

## **XI. CONDITIONS**

### **A. Territory**

The coverage afforded by this Policy applies worldwide.

### **B. Audit and Inspection**

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

### **C. Subrogation**

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy against your clients or their designees (except for a **Responsible Entity**) to the extent such a waiver is required by a written contract with you executed prior to the **Claim**.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible

Insured shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.

4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

#### **H. No Limitation of Liability**

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval.

#### **I. Your Bankruptcy**

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

#### **J. Authorization Clause**

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims**, **Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

#### **K. Severability of Policy Provisions**

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

#### **L. Severability of Insureds (Coverages B, C, D and E)**

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

#### **M. Other Insurance**

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

#### **N. Choice of Law**

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

#### **O. Jurisdiction and Venue**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

However:

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

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

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

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

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