

RESOLUTION NO. 21982

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4509 for Grading and Drainage Modifications on the Jane Addams Memorial Tollway (I-90) at Mile Post 46.4 (Illinois Route 47). The lowest responsive and responsible bidder on Contract No. RR-19-4509 is Foundation Mechanics, LLC in the amount of \$1,808,558.21.

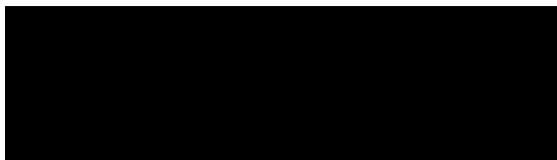
Resolution

Contract No. RR-19-4509 is awarded to Foundation Mechanics, LLC in the amount of \$1,808,558.21, 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:





June 19, 2020

Ms. Jennifer Kelecus, President
Foundation Mechanics, LLC
8604 W. Catalpa Ave., Suite 907
Chicago, IL 60656

**Re: Construction Contract RR-19-4509
Grading and Drainage Modifications
Jane Addams Memorial Tollway
(I-90) at IL RT 47 Mile Post 46.4**

NOTICE TO PROCEED

Dear Ms. Kelecus:

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 June 18, 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 Tollway's Web-Based Project Management System, within fourteen (14) days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.

Foundation Mechanics, LLC – Contract RR-19-4509
Notice To Proceed
Page 2 of 2

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 November 2, 2020.

Sincerely,

A black rectangular redaction box covering the signature of Eric Ocoomy.

Eric Ocoomy
Chief of Contract Services

EO: cmhg

cc	Ron Quinsey	Chief Engineering Officer
	Jordan Kim	Robert Flaska
	Eleanor Curcuro	John Stevens
	Dorothy Jablonski	Lt. Robert Meeder

File: 03.4509.01.03 LT_Tollway_EO_4509NTP_06192020

RETURN WITH BID

SMALL BUSINESS SET-ASIDE

CONTRACT RR-19-4509

GRADING AND DRAINAGE MODIFICATIONS

JANE ADDAMS MEMORIAL TOLLWAY
(I-90) AT IL RT 47 Mile Post 46.4



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-19-4509
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 2/20/2020

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 27, 2020**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The following revised pages to the Contract Requirements are included with this Addendum and must be inserted into the Contract Proposal by the Bidder: DBE-17R
2. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on **February 6, 2020** are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1 Contract Requirements, Volume I, Advertisement, replace DBE-17 with page DBE-17R (attached). This replacement contains the following revisions:

- 1.1. The complete form is attached

END OF ADDENDUM CHANGES

General Information

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

Prime Contractor Information

4	Prime Contractor:	
5	Address:	
6	Telephone:	

Subcontractor Information

7	Subcontractor:	
8	Address:	
9	Telephone:	

Subcontractor Payment

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

Subcontractor Work during Contract:

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

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

Prime Contractor

Subcontractor



Capital Program

PRE-BID MEETING AGENDA

MEETING PURPOSE: Optional Pre-Bid Meeting - Contract RR-19-4509
Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL Rt 47 M.P. 46.4

MEETING DATE: February 6, 2020

MEETING TIME: 1:00 PM

CHAIRPERSON: Tollway Procurement Analyst

LOCATION: Illinois Tollway Central Administration Building Room 175

TO:

<u>Names</u>	<u>Initial</u>	<u>Organization/Title</u>
Eric Occomy	EC	Procurement / Chief of Contract Services
Brenda Chagoy Contract Analyst	BC	Procurement / Deputy Chief of Procurement Procurement /
Angela Arrington-Jones	AAJ	Procurement / Chief of Contract Compliance
Sainey Jobe	SJ	Procurement / Deputy Chief of Contract Compliance
Jordan Kim Project DPM Project Deputy Chief	JK	Engineering / Project Manager Engineering / Executive Project Manager Engineering / Deputy Chief of Program Implementation
Jim Mayer	JM	PMO Design Manager
John Stevens	JS	PMO Construction Manager

TOPICS TO BE DISCUSSED:

- 1.0 Open: Welcome; Self-introduction by Procurement Representative**
- 2.0 Self-Introduction of Attendees – State name and affiliation loudly for all to hear**
(Please sign-in using the provided sign-in sheet)
 - 2.1 Tollway Procurement – Contract Services
 - 2.2 Tollway Procurement – Contract Compliance
 - 2.3 Tollway Diversity
 - 2.4 Tollway Engineering Project Manager
 - 2.5 Design Section Engineer
 - 2.6 Construction Manager / Corridor Construction Manager
 - 2.7 Other Attendees
- 3.0 Brief Project Description (by Procurement Representative)**
 - 3.1 Review unique project elements and nuances – if any



Capital Program

PRE-BID MEETING AGENDA

The work under this contract shall consist of: Filling wet and dry Detention Pond 2 between Ramp F and Ramp E infield area; Modifications to existing Detention Pond 1, including partially filling permanent wet and expanding dry detention area; Ramp E outside shoulder removals; Ramp E improvements; Cleaning of existing underdrains under Ramp E; Cleaning culverts under Ramp E and Ramp F; New detention outlet control structure installation; Lighting modifications along Ramp E; Landscape and soil erosion/sedimentation control measures topsoil and seeding; Pavement markings and signage installation/relocation; and Maintenance of traffic. The work is to be performed along the Jane Addams Memorial Tollway (I-90) at Illinois Route 47 Mile Post 46.4 in Kane County, Illinois.

- 4.0 Advertisement Schedule (by Procurement Representative)**
 - 4.1 Final Date for Plan Holder Questions – February 7, 2020
 - 4.2 Bid Opening Date - February 27, 2020

- 5.0 Compliance Goals (by Procurement Representative)**
 - 5.1 Disadvantaged Business Enterprise Program (DBE) - 22 %
 - 5.2 Veteran-Owned Small Business Program (VOSB) - 3 %
 - 5.3 Workforce
 - 5.3.1 Equal Employment Opportunity (EEO)
 - Minority (19.6%)
 - Female (6.9%)

- 6.0 Diversity Programs - Overview of Available Programs (by Diversity Representative)**
 - 6.1 Earned Credit Program (ECP) Bid Credit Cap - \$30,000
 - 6.2 Technical Assistance Program
 - 6.3 Partnering for Growth (P4G)
 - 6.4 Small Business Initiative (if applicable)
 - 6.5 Construction Works

- 7.0 Project Schedule (by Engineering Project Manager)**
 - 7.1 Anticipated Notice-to-Proceed- June 4, 2020
 - 7.2 Interim Completion Dates – N/A
 - 7.3 Substantial Completion Date - August 28, 2020
 - 7.4 Contract Completion Date - November 2, 2020

- 8.0 Special Items to Note (by Engineering Project Manager / Design Section Engineer)**
 - 8.1 Utility Relocation Status - N/A
 - 8.2 Property Acquisition Status - N/A
 - 8.3 Permits including Right-of-Entry Permits – N/A
 - 8.4 Coordination with Other Tollway Departments
 - Illinois Tollway Utility/Permit Section
 - Illinois Tollway Fiber Optic Manager
 - 8.5 Coordination with Railroads & Other Agencies – N/A
 - 8.6 Coordination with Adjacent Municipalities – N/A



Capital Program

PRE-BID MEETING AGENDA

8.7 Coordination with Adjacent Contractors – N/A

8.8 Other Items

- Additional earthwork to be hauled from the borrow site located at the northwest quadrant of the interchange at I-90 and Barrington Road per SP *Furnished Excavation Special*.
- SWPPP and NOI to be submitted to the Engineer 30 days before the NTP date.
- There are no WOUS or jurisdictional wetlands within the project limits. Existing detention ponds are considered man-made drainage features. No 404 permit is required.

9.0 Revisions to Contract/ Addenda

9.1 Addendum 1 Release Schedule & Contents

February 20, 2020 – to include Optional Prebid meeting Minutes and Responses to Bidder Questions

9.2 Addendum 2 Release Schedule & Contents – N/A

10.0 Responses to Plan Holder Questions

10.1 Questions received to date – N/A

10.2 Future question responses

11.0 Open Discussion / Questions

11.1 No questions have been received



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: **Optional Pre-Bid Meeting - Contract RR-19-4509**
 Grading and Drainage Modifications
 Jane Addams Memorial Tollway (I-90) at IL Rt 47 M.P. 46.4
 Kane County, Illinois

MEETING DATE/TIME: February 6, 2020 @ 1:00 pm

CHAIRPERSON: Procurement Representative

LOCATION: Illinois Tollway Central Administration Building Room 175

ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Eric Occomy	Chief of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4625	EOccomy@getipass.com
2.	Angela Arrington - Jones	Chief of Contract Compliance	Illinois Tollway/ Procurement	(630) 241-6800 X4615	AJones@getipass.com
3.	Brenda Chagoy	Deputy Chief of Procurement	Illinois Tollway/ Procurement	(630) 241-6800 x4610	BChagoya@getipass.com
4.	Laura Durkin	General Manager of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4802	LDurkin@getipass.com
5.	Jordan Kim	PM	PMA	x4600	jkim@getipass.com
6.	Grace Gomez	Sr. Contract Mgr	Tollway	x4836	ggomez@getipass.com
7.	VYTAŠ PELEGRINIS	ASE PM	SINBA	312-629-0240	vpelegrinas@singhira.com
8.	Jim Mayer	Eng Mgr	PMA	312-902-0984	jmayer@getipass.com
9.	John Stevens	PHO	HNTB	x-4179	jstevens@getipass.com
10.	EO LAPINSKI	Project Manager	Mac Industrial Services	847.915.1004	ELAPINSKI@MACIS.US
11.	Michelle Gross	Contract Compliance	TW	630 241.6800	mgross@getipass.com
12.	Colleen Stucker	PC	Tollway	x4429	stucker@getipass.com
13.	Kristen Bennett	BEP Mgr	TW	x1918	kbennett@getipass.com
14.					
15.					
16.					
17.					
18.					
19.					



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: **Optional Pre-Bid Meeting - Contract RR-19-4509**
 Grading and Drainage Modifications
 Jane Addams Memorial Tollway (I-90) at IL Rt 47 M.P. 46.4
 Kane County, Illinois

MEETING DATE/TIME: February 6, 2020 @ 1:00 pm

	Name	Title	Company/ Organization	Phone Number	Email
20.	Jassie Singh	P.M.	Enlight Contracting	(847) 312-2337	Deepi@enlightcontracting.com
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
37.					
38.					
39.					
40.					

TABLE OF CONTENTS

VOLUME I

PART I: Instructions

Bid Schedule and Information	SBSA A-1
New Notice - Small Business Set-Aside	NN-1
Construction Bid Check List	CL-1 thru CL-3
Instruction and Information to Bidders	11 thru 19

PART II: Bid Requirements

Prevailing Wage - Kane County	1 thru 7
Bid	P-1 thru P-11
Bid Bond (Insert after P-Pages)	
Forms A or Forms B Disclosures	N-1 thru N-2
Responsible Bidder Affidavit	PA-1
Bidder Preferences	R-1, R-2
Bidder List of Individual Contacts	R-3
Affidavit	R-4
Current Contractual Obligations	S-1
Disadvantaged Business Enterprise Participation & Utilization Plan	DBE-1 thru DBE-17
Equal Employment Opportunity Program	EE0-1 thru EE0-9
Veteran Small Business Participation & Utilization Plan	VOSB-1 thru VOSB-11
Bid Credit Incentive Programs	BCP-1 thru BCP-4
Illinois Tollway Standard Business Terms and Conditions	TC-1 thru TC-9

PART III: Contract Requirements

Contract Bond Agreement	T-1 thru T-5
Performance Bond	U-1, U-2
Payment Bond	V-1, V-2
Insurance	14

VOLUME I

SPECIAL PROVISIONS	J-1 thru J-182
SPECIAL PROVISIONS	BDE-1 thru BDE-3

PART I - INSTRUCTIONS

Bid Schedule and Information

SBSA A-1

New Notice – Small Business Set-Aside

NN-1

Construction Bid Checklist

CL-1 –thru CL-2

Instruction and information to Bidders

I-1 thru I-9

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: RR-19-4509

SMALL BUSINESS SET-ASIDE

Sealed Bids for the above numbered contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, **February 27, 2020**, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for **February 6, 2020** at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 1:00 pm.

The work to be done under this contract shall be started on or about **June 4, 2020**. All work under this contract shall be completed by **November 2, 2020**.

The work under this contract includes, but is not limited to:

- 1) Filling wet and dry Detention Pond 2 between Ramp F and Ramp E infield area.
- 2) Modifications to existing Detention Pond 1, including partially filling permanent wet and expanding dry detention area.
- 3) Ramp E outside shoulder removals.
- 4) Ramp E improvements: increasing width of left shoulder
- 5) Cleaning of existing underdrains under Ramp E.
- 6) New detention outlet control structure installation.
- 7) Lighting modifications along Ramp E.
- 8) Landscape and soil erosion/sedimentation control measures, topsoil and seeding.
- 9) Pavement markings and signage installation/relocation.
- 10) Maintenance of traffic.

The work under this contract is to be performed on: Jane Addams Memorial Tollway (I-90) at Illinois Route 47 Mile Post 46.4 in Kane County, Illinois. (Kane).

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

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention jkim@getipass.com, to be received no later than 2:00 p.m. local time on **February 7, 2020**.

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

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

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

DATE: January 31, 2020

NOTICE

Small Business Set-Aside Program (SBSP)

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

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

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

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

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

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

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

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

Joint Ventures are not allowed under the Small Business Program

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

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

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

Questions?

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

RR -19-4509

Foundation Mechanics LLC

Documents Required with the Bid

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

Required Documents	Reference Volume I	Comments and Important Information	Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more)	Section N	Financial Disclosures Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	✓
Disadvantaged Business Enterprise • DBE 2026-Utilization Plan • DBE 2025(s) • DBE 2023 if needed	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. The DBE 2025 form should be submitted with the bid. See DBE Special Provision for additional information. If goal is 0% the forms are not required.	✓
Veteran Small Business Participation and Utilization • VOSB 2026-Utilization Plan • VOSB 2025 (s) • VOSB 2023 if needed	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. The VOSB 2025 form should be submitted with the bid. See Veterans Special Provision for additional information. If goal is 0% the form is not required.	✓
Equal Employment Opportunity EEO 1256	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.	✓
✓ Optional Bid Credit Incentive Program Certificates	Section I #30 Bid Credit Incentive Programs Special Provision	If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information	✓
✓ Page P-1 with Addendum noted, ✓ Page P-2 with Bid Guaranty completed, ✓ Page P-3 completed with signatures, P-4	Section I #4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.	✓

Documents Required with the Bid

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

Bid Bond or Bid Guaranty	Page 2 and 3 of the "P" Pages	Must be submitted with bid or bid will be considered non-responsive. Bid bond must include Signature and Corporate Seal.	✓
Preferences, Contacts and Affidavit	Section R		✓
Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #10	Current standing at the time of bid will be verified by the Tollway	✓
Illinois Dept. of Human Rights (IDHR)	A-1 Section I #25	IDHR # Current standing at the time of bid will be verified by the Tollway	✓
Current Contractual Obligations	Section S		✓
Tollway Standard Terms & Conditions	Section TC		✓
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #34		✓
State Board of Election (BOE)	Section I # 24	Current standing at the time of bid will be verified by the Tollway	✓

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

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

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

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

Agreement	Section T	Signatures and Corporate Seal
Performance Bond	Section U	Submit using Tollway form U-1 and U-2
Payment Bond	Section V	Submit using Tollway form V-1 & V-2
Insurance	Section I #16	
Evidence of authority of company representatives to execute the contract, such as Board of Directors' Minutes, or a resolution authorizing officers of the firm to execute the contract documents		
Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.		
Any supplemental financial or experience information if requested by the Illinois Tollway.		
A completed Signature Authority Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation		
A completed W-9 form if this is the first time the company is conducting business with the Tollway as a Prime Contractor. Please refer to the following link for the most current IRS W-9 form: http://www.irs.gov/pub/irs-pdf/fw9.pdf		
A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document.		
As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database.		

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. BID GUARANTY

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

7. WAGE STIPULATIONS

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

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

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

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

AMENDMENTS TO PREVAILING WAGE LAW

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

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

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

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

8. **NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

11. **TAX EXEMPTIONS**

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

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

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

12. **HAUL ROADS**

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

13. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

14. **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.

15. **PAYMENT OF TOLLS**

The contractor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final

determination is made by the Tollway that the contractor has failed to pay any required tolls and associated fines, the Tollway is authorized to take steps necessary to withhold the amounts of unpaid tolls and fines from any payment due the contractor by the Tollway and/or other State of Illinois office, department, commission, board or agency.

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. *RESERVED*

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

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

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

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

21. **PUBLISHED PROCUREMENT INFORMATION:**

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

22. **PROTEST REVIEW OFFICE**

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

Chief Procurement Office

Email: eec.legalstaff@illinois.gov

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

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

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

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

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

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

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

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

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

26. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

27. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

28. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

29. **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>

30. 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.

31. **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.

32. **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.

33. **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.

34. **PROCUREMENT COMPLIANCE MONITORS**

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

35. **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.

36. **RESPONSIBLE BIDDER AFFIDAVIT**

Public Act 97-0369 amended the Illinois Procurement Code to require a "responsible bidder" to submit a signed affidavit stating that the bidder shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract. Therefore, in accordance with the

Act the Illinois Tollway is requesting each bidder to complete and submit the "Responsible Bidder Affidavit" form with their bid documents.

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

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

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

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

38. **RECORD RETENTION AND AUDIT**

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

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

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

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

support their purported disbursement.

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

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

39. **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.

40. **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.

41. **EXPATRIATED ENTITIES**

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

PART II: Bid Requirements

Bid	Return with Bid
Bid Listing All Addenda	Return with Bid
Bid Bond	Return with Bid
Forms A or Forms B Disclosures	Return with Bid
Responsible Bidder Affidavit	Return with Bid
Bidder Preferences	Return with Bid
Bidder List of Individual Contacts	Return with Bid
Affidavit	Return with Bid
Current Contractual Obligations	Return with Bid
Disadvantaged Business Enterprise DBE 2026, 2025 and DBE 2023 (if required)	Return with bid
Equal Employment Opportunity Program	Will be Requested from the Apparent Low Bidder
Veteran Small Business Participation VOSB 2026, 2025 and VOSB 2023 (if required)	Return with bid
Bid Credit Program, if applicable	Return with Bid
Illinois Tollway Standard Terms and Conditions	Return with Bid
State Board of Election	Will be verified by Tollway
Illinois Department of Human Rights Number	Return with Bid
Secretary of State Certificate of Good Standing	Will be verified by Tollway

Kane 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	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.05	14.55	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		50.51	55.05	2.0	2.0	2.0	2.0	6.97	14.65	0.00	1.10	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.85	0.00	0.73	
CEMENT MASON	All	ALL		47.01	49.01	2.0	1.5	2.0	2.0	10.65	22.86	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION TECHNICIAN	N	BLD		40.20	42.60	1.5	1.5	2.0	2.0	13.07	13.85	0.00	0.70	
COMMUNICATION TECHNICIAN	S	BLD		40.73	43.13	1.5	1.5	2.0	2.0	16.94	11.40	0.00	1.43	
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	N	ALL		49.99	54.39	1.5	1.5	2.0	2.0	15.30	17.50	0.00	1.00	
ELECTRICIAN	S	BLD		49.29	53.54	1.5	1.5	2.0	2.0	17.85	13.80	0.00	1.73	
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	All	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	All	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.05	14.55	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.85	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.05	14.55	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.05	14.55	0.00	0.90	

MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.85	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT		38.00	38.00	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
ORNAMENTAL IRON WORKER	All	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
PAINTER	All	ALL		47.30	49.30	1.5	1.5	1.5	2.0	12.43	8.65	0.00	1.45	
PAINTER - SIGNS	All	BLD		39.06	43.86	1.5	1.5	2.0	2.0	2.67	3.32	0.00	0.00	
PILEDRIIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.85	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	
SHEETMETAL WORKER	All	BLD		49.07	51.52	1.5	1.5	2.0	2.0	10.85	17.51	0.00	0.96	2.32
SIGN HANGER	All	BLD		26.07	27.57	1.5	1.5	2.0	2.0	3.80	3.55	0.00	0.00	
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65	
STEEL ERECTOR	All	ALL		45.56	49.20	2.0	2.0	2.0	2.0	11.02	21.51	0.00	0.70	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30	
TRUCK DRIVER	All	ALL	1	37.61	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TRUCK DRIVER	All	ALL	2	37.76	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TRUCK DRIVER	All	ALL	3	37.96	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	

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

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars

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

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

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

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by

hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
BID
CONTRACT NO. RR-19-4509

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 27, 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: but is not limited to:

- 1) Filling wet and dry Detention Pond 2 between Ramp F and Ramp E infield area.
- 2) Modifications to existing Detention Pond 1, including partially filling permanent wet and expanding dry detention area.
- 3) Ramp E outside shoulder removals.
- 4) Ramp E improvements: increasing width of left shoulder
- 5) Cleaning of existing underdrains under Ramp E.
- 6) New detention outlet control structure installation.
- 7) Lighting modifications along Ramp E.
- 8) Landscape and soil erosion/sedimentation control measures, topsoil and seeding.
- 9) Pavement markings and signage installation/relocation.
- 10) Maintenance of traffic.

The services will be performed within the: The services will be performed within the: Jane Addams Memorial Tollway (I-90) at Illinois Route 47 Mile Post 46.4 in Kane County, Illinois. (Kane).

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

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

Addendum No. 1 Date 02/20/2020
Addendum No. Date
Addendum No. Date
Addendum No. Date

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

Accompanying this Bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on _____, Bank, for \$_____, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for \$ 5% _____, 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 Guaranty will be returned to the bidder upon written request, as soon as the contract and contract bonds have been executed. If a bid guaranty is secured by a check, the check will be returned to the bidder.

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway **Contract RR-19-4509**, hereby stipulates that, if awarded a contract on said bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a contract be entered into under said bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said contract as provided by law.

It is understood that the quantities of work and material shown herein in the Schedule of Prices of the Bid are approximate only, and are subject to increase or decrease as provided in the Standard Specifications. Such increase or decrease shall in no manner affect the validity of the Contract.

On the acceptance of this bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the 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.

The undersigned submits herewith, completely filled out, form of the Tollway entitled "Current Contractual Obligations," as required by the Tollway Supplemental Specifications.

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

The undersigned is (check one)

an individual

a Partnership

a Corporation under the laws of the State of Illinois

8604 W Catalpa Ave, Suite 907

having principal office at Chicago, IL 60656 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 27th day of February, 2020, by its President

thereunto duly authorized.

 (SEAL)
(SEAL)

Affix Corporate Seal BY:
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name Address

Name Address

Name Address

INCORPORATED:

Jennifer Kelecus  8604 W Catalpa Ave, Suite 907, Chicago, IL 60656
President Address

Jon Kelecus  8604 W Catalpa Ave, Suite 907, Chicago, IL 60656
Vice-President Address

Secretary Address

Treasurer Address

Bid Notes

Each bid solicitation will have a contract-specific Bid Credit cap on the amount of Bid Credit that can be applied to the contract. This particular solicitation has a Bid Credit cap of **\$30,000.00** Any Bid Credits applied above and beyond the Bid Credit cap will not be considered.

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

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. RR-19-4509 as specified in S.P. 103.1

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4509**

**Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL RT 47 MP 46.4**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20200100	EARTH EXCAVATION	CU YD	3,831	\$12.00	\$45,972.00
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	68	\$3.00	\$204.00
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	203	\$3.00	\$609.00
	28100707	STONE DUMPED RIPRAP, CLASS A4	SQ YD	858	\$120.00	\$102,960.00
	28200200	FILTER FABRIC	SQ YD	858	\$3.00	\$2,574.00
	44004000	PAVED DITCH REMOVAL	FOOT	10	\$100.00	\$1,000.00
	44004250	PAVED SHOULDER REMOVAL	SQ YD	227	\$50.00	\$11,350.00
	54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	1	\$12,000.00	\$12,000.00
	54010402	PRECAST CONCRETE BOX CULVERTS 4' X 2'	FOOT	15	\$600.00	\$9,000.00
	55200900	STORM SEWERS JACKED IN PLACE, 24"	FOOT	77	\$1,500.00	\$115,500.00
	60100915	PIPE DRAINS 6"	FOOT	69	\$32.00	\$2,208.00
	60207005	CATCH BASINS, TYPE C, TYPE 1 FRAME, CLOSED LID	EACH	2	\$5,000.00	\$10,000.00
	60500050	REMOVING CATCH BASINS	EACH	1	\$1,000.00	\$1,000.00
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	2,740	\$1.25	\$3,425.00
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3	EACH	1	\$15,000.00	\$15,000.00
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	3	\$1,000.00	\$3,000.00
	72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	4	\$1,000.00	\$4,000.00
*	89502378	REBUILD EXISTING HANDHOLE TO HEAVY-DUTY HANDHOLE	EACH	2	\$5,000.00	\$10,000.00
	89502380	REMOVE EXISTING HANDHOLE	EACH	1	\$1,000.00	\$1,000.00
*	C2001636	SHRUB, CORNUS SERICEA (REDSIER DOGWOOD), 3' HEIGHT, BALLED AND BURLAPPED	EACH	14	\$50.00	\$700.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4509**

**Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL RT 47 MP 46.4**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	C2001736	SHRUB, CORNUS SERICEA CARDINAL (CARDINAL REDOSIER DOGWOOD), 3' HEIGHT, BALLED AND BURLAPPED	EACH	15	\$50.00	\$750.00
*	C2001936	SHRUB, CORNUS SERICEA BAILEYI (BAILEY REDOSIER DOGWOOD), 3' HEIGHT, BALLED AND BURLAPPED	EACH	30	\$50.00	\$1,500.00
*	K1005482	SHREDDED BARK MULCH 4"	SQ YD	82	\$15.00	\$1,230.00
*	X2040805	FURNISHED EXCAVATION, SPECIAL	CU YD	4325	\$30.00	\$129,750.00
*	X5420624	PIPE CULVERTS TO BE CLEANED 24"	FOOT	97	\$50.00	\$4,850.00
*	X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	2740	\$0.01	\$27.40
*	X7300105	WOOD SIGN SUPPORT, SPECIAL	FOOT	54	\$32.00	\$1,728.00
*	XX008728	SOLAR POWERED LED FLASHING WARNING SIGN	EACH	3	\$6,500.00	\$19,500.00
*	Z0005305	BOX CULVERTS TO BE CLEANED	FOOT	116	\$225.00	\$26,100.00
*	Z0055400	RUMBLE STRIP	FOOT	120	\$40.00	\$4,800.00
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2,550	\$11.50	\$29,325.00
*	J1211126	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	9,378	\$6.00	\$56,268.00
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100	\$0.01	\$1.00
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100	\$0.01	\$1.00
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	39,204	\$1.12	\$43,908.48
*	J1406107	ASPHALT TACK COAT	POUND	332	\$0.01	\$3.32
*	J1406900	CONSTRUCTING WARM MIX ASPHALT TEST STRIP	EACH	2	\$500.00	\$1,000.00
*	J1481120	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B	CU YD	37	\$125.00	\$4,625.00
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	527	\$63.00	\$33,201.00
*	J1501040	SLOPED HEADWALL REMOVAL	EACH	2	\$1,000.00	\$2,000.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4509**

**Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL RT 47 MP 46.4**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1602179	CATCH BASINS, TYPE G-5 (SPECIAL) WITH RESTRICTOR PLATE	EACH	1	\$60,000.00	\$60,000.00
*	J1635012	REMOVE AND REINSTALL ROADWAY DELINEATORS	EACH	22	\$75.00	\$1,650.00
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	509	\$4.00	\$2,036.00
*	J1680135	SLOPED HEADWALL TYPE III, 24", 1:4	EACH	3	\$5,000.00	\$15,000.00
*	J1680140	SLOPED HEADWALL TYPE III, 6", 1:6	EACH	2	\$3,000.00	\$6,000.00
*	J1703995	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	2,740	\$0.01	\$27.40
*	J1704000	TEMPORARY CONCRETE BARRIER	FOOT	612.5	\$50.00	\$30,625.00
*	J1782022	BARRIER WALL REFLECTORS, TYPE C	EACH	49	\$12.00	\$588.00
**	JS107360	DUST CONTROL WATERING	UNIT	1,781	\$1.00	\$1,781.00
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2	\$2,500.00	\$5,000.00
**	JS250220	SEEDING, CLASS 2E	ACRE	2.25	\$1,650.00	\$3,712.50
**	JS250314	SEEDING, CLASS 4B	ACRE	2.75	\$4,600.00	\$12,650.00
**	JS250318	SEEDING, CLASS 4F	ACRE	2.00	\$2,200.00	\$4,400.00
**	JS250320	SEEDING, CLASS 5	ACRE	2.00	\$4,650.00	\$9,300.00
**	JS250324	SEEDING, CLASS 5B	ACRE	2.75	\$2,500.00	\$6,875.00
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	6	\$1,000.00	\$6,000.00
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	6	\$100.00	\$600.00
**	JS280050	SILT FENCE	FOOT	1,410	\$2.50	\$3,525.00
**	JS280051	RE-ERECT SILT FENCE	FOOT	200	\$2.50	\$500.00
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	906	\$20.00	\$18,120.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4509**

**Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL RT 47 MP 46.4**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280120	TREE PROTECTION	FOOT	1,824	\$4.00	\$7,296.00
**	JS280140	TEMPORARY RIPRAP	TON	832	\$25.00	\$20,800.00
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	13.75	\$1,000.00	\$13,750.00
**	JS280151	SAME-DAY STABILIZATION	SQ YD	26,335	\$0.01	\$263.35
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	10	\$190.00	\$1,900.00
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	250	\$10.00	\$2,500.00
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	6	\$2,500.00	\$15,000.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$150,000.00	\$150,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	\$203,500.00	\$203,500.00
**	JS816038	UNIT DUCT, WITH 4-1/C NO. 8 AND 1/C NO. 8 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	280	\$17.00	\$4,760.00
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	2	\$1,300.00	\$2,600.00
**	JS842105	POLE FOUNDATION, REMOVED	EACH	2	\$3,000.00	\$6,000.00
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1	\$10,000.00	\$10,000.00
*	JT160130	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 36"X60"X36"	EACH	1	\$5,000.00	\$5,000.00
*	JT211A34	SUBGRADE AGGREGATE 20 IN.	CU YD	293	\$45.00	\$13,185.00
*	JT280500	SEDIMENT FILTER BAG	EACH	10	\$50.00	\$500.00
*	JT280510	FLOC LOG	EACH	50	\$250.00	\$12,500.00
*	JT280530	IN-LINE FLOCCULATION SYSTEM	EACH	1	\$2,500.00	\$2,500.00
*	JT285055	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM, TYPE 1	SQ YD	859	\$225.00	\$193,275.00
*	JT546100	PIPE UNDERDRAIN TO BE CLEANED, 6" DIAMETER	FOOT	2,790	\$25.00	\$69,750.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4509**

**Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL RT 47 MP 46.4**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1	\$5,000.00	\$5,000.00
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1	\$3,500.00	\$3,500.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	30	\$3.00	\$90.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	100	\$10.00	\$1,000.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	30	\$15.00	\$450.00
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	30	\$50.00	\$1,500.00
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	2,740	\$1.00	\$2,740.00
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	740	\$3.00	\$2,220.00
*	JT780340	MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)	SQ FT	21	\$25.00	\$525.00
*	JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQ FT	16	\$25.00	\$400.00
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	2,740	\$1.50	\$4,110.00
*	JT780JH1	GROOVING FOR RECESSED PAVEMENT MARKINGS, LETTERS, NUMBERS AND SYMBOLS - TYPE I	SQ FT	37	\$20.00	\$740.00
*	JT783001	PAVEMENT MARKING REMOVAL	SQ FT	1,608	\$1.10	\$1,768.80
*	JT844010	REMOVE AND REINSTALL LIGHTING UNIT	EACH	2	\$3,000.00	\$6,000.00
*	JT900518	EMBANKMENT MODIFICATION	SQ YD	5,000	\$9.00	\$45,000.00
*	JT901018	WEED CONTROL (SPECIAL)	ACRE	8.75	\$1,025.71	\$8,974.96
TOTAL AMOUNT OF CORE WORK						\$1,719,558.21

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4509**

**Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL RT 47 MP 46.4**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	1.00	20,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	10,000	1.00	10,000.00
*	JT154023	CONTRACT ALLOWANCE FOR EROSION/LANDSCAPE RESTORATION	UNIT	10,000	1.00	10,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	1.00	25,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	24,000.00	24,000.00
	999NEG21	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADAMS MEMORIAL WEST	OCCUR		(4,000.00)	
	999NEG22	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADAMS MEMORIAL EAST	OCCUR		(9,000.00)	
	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)	
	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)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(4,500.00)	
	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)	

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4509**

**Grading and Drainage Modifications
Jane Addams Memorial Tollway (I-90) at IL RT 47 MP 46.4**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	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)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM						89,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						\$1,808,558.21
BID CREDIT						\$1,941.10
AWARD CRITERIA						\$1,806,617.11

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS

OPENED 207 20120
 BOND OR
 CHECK ENCLOSED: YES NO
 FF

No. 00692

Illinois State Toll Highway Authority

This Certifies that Foundation Mechanics has earned a total of \$1,941.10 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 28-August-2019



The owner of this certificate # 00692 is tendering \$ 1,941.10 credits for use on bid for contract #RR-19-4509 on (date) 02/27/2020. I understand that any credits not utilized for a winning bid will be returned.

[Redacted signature area]

Signed

Certificate No.

00692

Issued To:

Foundation Mechanics

Dated:

August 28, 2019

In the Amount of:

\$1,941.10

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

07/07/2019 - 07/27/2019

Jemelle Kelly has accrued 94 hours towards bonus.

Bids/Contracts:

None

Other Credits:

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Foundation Mechanics LLC
8604 W. Catalpa, Suite 907
Chicago, IL 60656

SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices

Same As Above

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

OWNER:

(Name, legal status and address)

Illinois Tollway
2700 Ogden Ave
Downers Grove, IL 60515

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

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

Contract RR-19-4509 - Grading and Drainage Modifications - Jane Adams Memorial Tollway (I-90) at Route 47 Mile Post 46.4 in Kane County

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 27th day of February, 2020.

[Redacted Signature]

(Witness)

[Redacted Signature]

(Witness) Cole P. Hillestad

Foundation Mechanics LLC

(Principal) [Redacted] (Seal)

By: [Redacted] President

Ohio Farmers Insurance Company

(Surety) [Redacted] (Seal)

By: [Redacted] Attorney-in-Fact
Jeffrey B. Ziecko

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/11/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1211192 01

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint PETER S. FORKER, AMY E. CALLAHAN, TAMMY L. WHICKER, MARY E. CORLEY, DARLA R. GANLEY, STEPHANIE C. ANDERSON, JEFFREY S. CIECKO, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of JUNE A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

State of Ohio County of Medina ss.:

On this 11th day of JUNE A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of February A.D. 2020



[Redacted] Secretary Frank A. Carrino, Secretary

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

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

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

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

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

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:

Foundation Mechanics LLC is a registered SMALL BUSINESS with the SBA

Signature of Authorized Representative:



Printed Name of Authorized Representative:

Jennifer Kelecus

Vendor Name:

Foundation Mechanics LLC

Date:

02/27/2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4509

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	Jon Kelecus	773-234-3087	jon@foundationmech.com
Progress Schedule	Jon Kelecus	773-234-3087	jon@foundationmech.com
Current Contractual Obligations	Dana Harder	773-234-3087	danah@foundationmech.com
Bid Guaranty	Jon Kelecus	773-234-3087	jon@foundationmech.com
Financial Statement	Jenny Kelecus	773-234-3087	jennyk@foundationmech.com
EEO Program	Dana Harder	773-234-3087	danah@foundationmech.com
Financial Disclosures	Jon Kelecus	773-234-3087	jon@foundationmech.com
Standard Business Terms and Conditions	Dana Harder	773-234-3087	danah@foundationmech.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-19-4509

AFFIDAVIT

State of Illinois)
County of Cook) SS

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

That his/her name is Jennifer Kelecius, and he/she resides at 8604 W Catalpa Ave, Suite 907
and his/her office is at Chicago, IL 60656, That he/she makes, and is authorized to
make

this affidavit on behalf of Foundation Mechanics LLC, a
(Name of Corporation, Partnership, etc.)

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

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

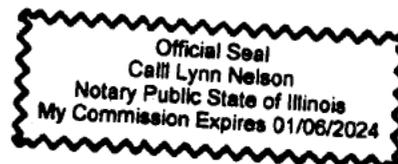
That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. RR-19-4509** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this bid is made without reference to any other bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said bid; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any bid for said contract, directly or indirectly.

(Affiant)

Sworn to before me and subscribed in my presence this 27th day of February,

(Notary Public)

My Commission Expires: 01/06/2024



CONTRACT NO. RR-19-4509

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
PLEASE SEE THE FOLLOWING PAGE FOR ALL CURRENT CONTRACTUAL OBLIGATIONS				

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

CONTRACTOR	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
PLEASE SEE THE FOLLOWING PAGE FOR ALL CURRENT CONTRACTUAL OBLIGATIONS				

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

CONTRACT NUMBER	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
N/A				

TOTAL OF BIDS PENDING AWARD \$0

I hereby certify that, to the best of my knowledge and belief, the above tabulations are true and complete and that my/our latest financial statement is available upon request to verify my/our financial position as of this date.

Foundation Mechanics LLC

BIDDER
02/27/2020
DATE

SUB-CONTRACTOR

Jennifer Kelecus
[Redacted Signature]
BY: [Redacted] SIGNATURE

President
TITLE

SUB-CONTRACTOR

**CONTRACT NO. RR-19-4509
CURRENT CONTRACTUAL OBLIGATIONS**

WORK NOW UNDER CONTRACT AS PRINCIPAL				
CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
RR-18-4447	ISTHA	\$ 64,072.05	MISCELLANEOUS DRAINAGE & ENVIRNMENTAL REPAIRS & IMPROVEMENTS ALONG I-90	9/27/2019
W912P6-19-C-0025	USACE	\$ 4,099,500.00	CHICAGO LOCK HARBOR CHAMBER WALL RESURFACING	9/27/2022
Project No. 19027	WINNETKA PARK DISTRICT	\$ 1,570,750.00	BLUFF RESTORATION TIER ONE PROJECT	6/26/2020
TOTAL UNDER CONTRACT AND UNEARNED:		\$ 5,734,322.05		

WORK AS SUBCONTRACTOR				
CONTRACTOR	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
V3	FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	\$ 150,422.00	SPRING BROOK CREEK & WETLAND RESTORATION PH2	5/25/2020
TOTAL SUBLET AND UNEARNED:		\$ 150,422.00		

WORK AS CM				
CONTRACTOR	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
BURNS MCDONNELL	ISTHA	\$ 960,000.00	TRI-STATE TOLLWAY, ROADWAY RECONSTRUCTION AND WIDENING 95TH STREET MP 17) TO LAGRANGE ROAD (MP 21) CM SERVICES	3/15/2024
TOTAL SUBLET AND UNEARNED:		\$ 960,000.00		

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 **22%** of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

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

6. BIDDING PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3 Counting DBE Participation

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

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

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

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

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

6.4 Demonstrating Commercially Useful Function

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

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

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

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

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

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

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

6.6 Good Faith Efforts Procedures

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

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

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

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

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

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

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

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

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

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

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

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

7. CONTRACT COMPLIANCE

7.1 Forms to be Submitted

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

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

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

7.2 Changes to the DBE Utilization Plan

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

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

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

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

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

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

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

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

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

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

7.3 The submission of the DBE Payment Report

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

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

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

8. SANCTIONS

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

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

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

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

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

9. INACCURATE OR FRAUDULENT REPORTING

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

10. OTHER REGULATIONS

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

Date: 2/27/2020
 To: Contact Name: Jon Kelecus
 Contractor Company Name: Foundation Mechanics, LLC
 From: Graciela Perez
 DBE Project Specialist

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

Subject: DBE Plan Review	Date Original Plan Submitted: 2/27/2020	Revision # 0
Contract # RR-19-4509	Established DBE Goal: 22.00 %	
Contract Description:	Grading and Drainage Modifications, Jane Addams Memorial Tollway, (I-90) at IL 47, MP 46.4	

[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		\$1,719,558.21							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Foundation Mechanics, LLC	Prime	WBE	Site Pre/Site Restoration	\$638,601.00	\$638,601.00	37.13 %	City of Chicago	F	Caucasian
Total # of subcontracts: 1				TOTAL	\$638,601.00	37.13 %			
Total # of subcontractors: 1				Total %	37.13 %	37.13 %			

FOUNDATION MECHANICS LLC
DBE FORM 2025- DBE PARTICIPATION STATEMENT FORM, PART 2 EXTENDED

WORK NOW UNDER CONTRACT AS PRINCIPAL						
PAY ITEM NO. *	DESCRIPTION: indicate whether furnish only, or both furnish and install (F&I)*.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (S)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (S) (Reduce to 60% of contract amount if
20200100	EARTH EXCAVATION (PARTIAL) (F&I)	3831	\$5.00	\$19,155.00		
28100707	STONE DUMPED RIPRAP, CLASS A4 (PARTIAL) (F&I)	858	\$114.00	\$97,812.00		
28200200	FILTER FABRIC (F&I)	858	\$3.00	\$2,574.00		
70600280	IMPACT ATTENUATORS, TEMPORARY (SERVE USE, NARROW), TEST LEVEL 3 (PARTIAL) (F&I)	1	\$10,000.00	\$10,000.00		
X2040805	FURNISHED EXCAVATION, SPECIAL (PARTIAL) (F&I)	4325	\$17.00	\$73,525.00		
J1211126	TOPSOIL FURNISH AND PLACE, 6" (F&I)	9378	\$6.00	\$56,268.00		
J1704000	TEMPORARY CONCRETE BARRIER (PARTIAL) (F&I)	612.5	\$44.00	\$26,950.00		
JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL (F&I)	6	\$1,000.00	\$6,000.00		
JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT (F&I)	6	\$100.00	\$600.00		
JS280120	TREE PROTECTION (F&I)	1824	\$4.00	\$7,296.00		
JS280140	TEMPORARY RIPRAP (F&I)	832	\$25.00	\$20,800.00		
JS670C00	FIELD OFFICE, TYPE C (F&I)	6	\$2,500.00	\$15,000.00		
JS701010	MAINTENANCE OF TRAFFIC (PARTIAL) (F&I)	1	\$75,000.00	\$75,000.00		
JT155001	CONTRACTOR'S QUALITY PROGRAM (F&I)	1	\$24,000.00	\$24,000.00		
JT280500	SEDIMENT FILTER BAG (F&I)	10	\$50.00	\$500.00		
JT280510	FLOC LOG (F&I)	50	\$250.00	\$12,500.00		
JT280530	IN-LINE FLOCCULATION SYSTEM (F&I)	1	\$2,500.00	\$2,500.00		
JT285055	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM, TYPE 1 (PARTIAL) (F&I)	859	\$219.00	\$188,121.00		
TOTALS FOR THIS DBE FIRM:				\$638,601.00		



567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

September 30, 2019

Jennifer Kelecus
Foundation Mechanics LLC
2860 S River Road
Suite 100
Des Plaines, IL 60018

Dear Kelecus:

The Chicago Transit Authority, your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26. 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.

To remain certified with the IL UCP you must submit a *No Change Affidavit* annually. Your next No Change Affidavit is due September 27, 2020. A notification will be sent to you sixty (60) days prior to this date. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change.

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at cta.dbesystem.com. Your firm's name will appear in the Directory under the 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
Diversity Programs Department
Chicago Transit Authority
Phone: (312) 681-2601
Email: diversity@transitchicago.com



567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Disadvantaged Business Enterprise (DBE) Certification

September 30, 2019
Foundation Mechanics LLC
2860 S River Road
Suite 100
Des Plaines, IL 60018

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 www.ctavendor.com. Your firm's name will appear in the Directory under the following commodity codes and specialties:

Commodity Codes:

NAICS 237310: ABUTMENT CONSTRUCTION

NAICS 237310: CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE

NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

NAICS 237990: ANCHORED EARTH RETENTION CONTRACTORS

In the following Specialties:

Construction Management for Highway, Street, and Bridge Construction; Anchored Earth Construction Contractors

📌 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) ✕
 from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

Unified Certification Program - Search

Contractor Details

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

Print

Foundation

Mechanics LLC

Jennifer Kelecus
 2860 S River Road
 Des Plaines, IL 60018-0000

County: Cook

Email: jennyk@foundationmech.com

Phone: 773-234-3087

Fax: 815-301-3738

Categories: Construction

NAICS

237310 - Abutment
 construction

237310 - Construction
 management, highway, road,
 street and bridge

237310 - Highway, Street,
 and Bridge Construction

237990 - Anchored earth
 retention contractors

Speciality

Construction Management
 for Highway, Street, and
 Bridge Construction

Anchored Earth
 Construction Contractors



DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

Good Faith Efforts Checklist

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

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

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

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

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

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

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

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

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

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____



DBE FORM 2023

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

Project name: _____ Project number: _____

Bidder name: _____ Contact person: _____

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

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

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

Print Name: _____ **Phone contact:** _____

Position: _____ **E-mail address:** _____

Signature: _____ **Date:** _____



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

FORM 2024 - DBE Trucking Reporting and Verification Form

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

SECTION A: to be completed by Prime Contractor

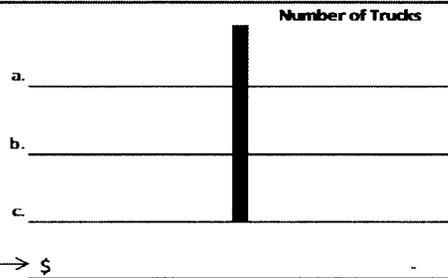
- (a) Contract Number _____
- (b) Prime Contractor Name _____
- (c) Contract Award Value _____
- (d) Amount Earned to Date _____
- (e) Percent Complete Chose One
- (f) Reporting Period: _____ To _____

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

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

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

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



- (n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up)
- (o) Total DBE Trucking Participation Based on DBE Special Provision VII.A. \$ _____
- (p) _____
Signature of DBE Sub-Contractor Authorized Agent
- (q) _____
Printed Name

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.

d. _____

Sum of a, b & d above

_____ Date

_____ Title

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

Signature /Date of Construction Manager (CM)

Diversity Verification Initials / Date



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):

# _____ [] add [] remove	# _____ [] add [] remove	# _____ [] add [] remove
# _____ [] add [] remove	# _____ [] add [] remove	# _____ [] 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> _____ <div style="text-align: center;">(Printed Company Name)</div>	
I, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div>	
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:
db@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 19.6%.

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

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

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

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

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

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

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

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

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

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

7. EEO FORM 0003 WORKFORCE ANALYSIS

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

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

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

8. SUBCONTRACTOR OBLIGATIONS:

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

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

9. GOOD FAITH EFFORT PROCEDURES:

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

10. CORRECTIVE ACTION PLAN:

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

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

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

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

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

11. AMENDED CORRECTIVE ACTION PLAN:

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

12. DETERMINATION OF NON-COMPLIANCE:

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

13. ADMINISTRATIVE RECONSIDERATION:

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

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the Tollway if a hearing is requested, explaining the basis for finding that the Contractor did or did not meet the EEO goals

or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the Contractor. A final decision that a good faith effort was not made shall render the Contractor in breach as non-compliant with its contract with the Tollway and may subject the Contractor to sanctions under Section 14.

14. SANCTIONS:

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

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

15. RECORDS RETENTION AND AUDIT

Refer to the audit clause of the contract.

16. INACCURATE OR FRAUDULENT REPORTING:

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

17. OTHER REGULATIONS:

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

FORM EEO 1256 - WORKFORCE PROJECTION - continued

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

The undersigned Bidder projects that: (number) 1 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) 7 persons will be directly employed by the prime contractor and that (number) 2 persons will be employed by subcontractors.

Company Foundation Mechanics LLC Telephone Number 773-234-3087

Address 8604 W Catalpa Ave, Suite 907, Chicago, IL 60656

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

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

STATE OF ILLINOIS

**SPECIAL PROVISION - VETERAN SMALL BUSINESS
PARTICIPATION AND UTILIZATION PLAN - CONSTRUCTION
For State Agency/State University Use Only**

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of **3%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The Veteran Small Business participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project except when the firm is bidding the contract as the Prime Vendor, is certified as both a DBE and VOSB and will commit to meeting the two goals by self-performing the same or greater percentage of work under the contract as the DBE and VOSB goals added together.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.**

- Utilization Plan (Form 2026) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025) for each Veteran firm listed on the Form 2026 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the VOSB Form 2025 by 5:00 p.m. on the fifth calendar day after bids are due. In no case should a contractor remove, replace, or reduce the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB. Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and

equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, 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: 2/27/2020
 To: Contact Name: Jon Kelecus
 Contractor Company Name: Foundation Mechanics, LLC
 From: Graciela Perez
 DBE Project Specialist

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

Subject: VOSB Plan Review	Date Original Plan Submitted: 2/27/2020	Revision # 0
Contract # RR-19-4509	Established VOSB Goal: 2.50 %	
Contract Description:	Grading and Drainage Modifications, Jane Addams Memorial Tollway, (I-90) at IL 47, MP 46.4	

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		\$1,719,558.21							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Industria, Inc.	SB	VOSB	Concrete	\$58,977.00	\$58,977.00	3.42 %	CMS	M	Asian Indian
Total # of subcontracts: 1				TOTAL	\$58,977.00	3.42 %			
Total # of subcontractors: 1				Total %	3.42 %	3.42 %			

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

RR-19-4509

Industria, Inc.

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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.

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT(S)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT(S)
28100707 Stone Dumped Riprap, Class A4 (Partial) instal	858	\$ 6.00	\$5,148.00		
J1704000 Temporary Concrete Barrier (Partial) instal	612.5	\$ 6.00	\$3,675.00		
J1285055 Asph/Flt Concrete Block Retention System, Type 1 (Partial) instal	859	\$ 6.00	\$5,154.00		
J5701010 Maintenance of Traffic (Partial) instal	1	\$20,000.00	\$20,000.00		
Devolping		\$25,000.00	\$25,000.00		
TOTALS FOR THIS VOSB FIRM:			\$8,977.00		

*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #J5671010, 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 therefor must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Signature for Prime Contractor: Jon Kelecus Title: Vice President Date: 2-27-20
 Contact: Foundation Mechanics LLC
 Firm Name: Foundation Mechanics LLC
 E-mail: jon@foundationmech.com
 Phone: 773-234-3087
 Address: 8604 W Catalpa Ave, Suite 907, Chicago, IL 60656

Signature for VOSB Contractor: Industria, Inc. Title: President Date: 02-27-20
 Contact: David Rambhajan
 Firm Name: Industria, Inc.
 E-mail: dauid@rambhajan.com
 Phone: 773-697-0190
 Address: 2860 S Rner Rd, Suite 100, Des Plaines, IL 60018



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

3/13/2019

In Reply Refer To: **00VE**

Mr. David M. Rambhajan
Industria, Inc.
DUNS: 926493784
2860 S. River Road, Suite 100
Des Plaines, IL 60018

Dear Mr. Rambhajan:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Industria, Inc. has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <https://www.vip.vetbiz.gov/>. Industria, Inc. will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter.

Please retain a copy of this letter to confirm Industria, Inc.'s continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Industria, Inc.'s verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that Industria, Inc. is correctly listed in the Vendor Information Pages, check Industria, Inc.'s profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Industria, Inc. is presently, as of the issuance of this notice, in compliance with the regulation, Industria, Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Industria, Inc. being removed from the VIP Verification Program.

"World Class Professionals

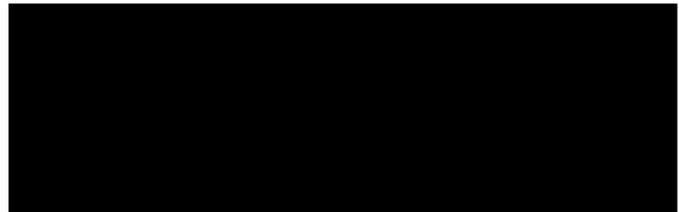
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Industria, Inc.'s verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Industria, Inc. receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Industria, Inc. discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Industria, Inc. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,



Thomas McGrath
Director
Center for Verification and Evaluation



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV 22 2019

David Rambhajan
Industria, Inc., dba Industria Construction Services
2860 S. River Road, Suite 100
Des Plaines, IL 60018

Dear Mr. Rambhajan:

We are pleased to inform you that Industria, Inc., dba Industria Construction Services has been re-certified as a **Minority-Owned Business Enterprise ("MBE")**, and as a **Veteran-Owned Business Enterprise ("VBE")** by the City of Chicago ("City"). This **MBE/VBE** certification is valid until **11/15/2024**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/15/2020, 11/15/2021, 11/15/2022, and 11/15/2023**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/15/2024**.

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

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

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

- File your recertification within the required time period

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

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

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

NAICS Code(s):

236210 - Construction Management, Industrial Building

236220 - Construction Management, Addition, Alteration & Renovation; General Contractors, Commercial and Institutional Building

237310 - Highway, Street and Bridge Construction

237310 - Airport Runway Line Painting (e.g., striping); Painting Lines on Highways, Streets and Bridges; Painting Traffic Lines or Parking Lots; Parking Lot Marking and Line Painting

237990 - Tunnel Construction

238110 - Concrete Contractors

238210 - Electrical Work

238320 - Painting

238390 - Concrete Coating, Glazing or Sealing and Waterproofing Contractors

238910 - Site Preparation Contractors

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise, and Business Enterprises Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,


Shannon E. Andrews
Chief Procurement Officer

SEA/cm



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.

Certified Profile

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

BUSINESS NAME	Industria, Inc.	
OWNER	Mr. David M. Rambhajan	
ADDRESS	2860 S. River Road Suite 100 Des Plaines, IL 60018	Map This Address
PHONE	773-697-0190	
FAX	773-697-0191	
EMAIL	david@rambhajan.com	
WEBSITE	http://www.industriainc.com	
ETHNICITY	Asian American	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	SDVOSB - Service Disabled Veteran Owned Small Business
RENEWAL DATE	12/14/2020
EXPIRATION DATE	12/14/2022
CERTIFIED BUSINESS DESCRIPTION	BUILDING CONSTRUCTION SERVICES, CONSTRUCTION SERVICES, GENERAL, Construction Management Services

Commodity Codes

Code	Description
NIGP 90900	BUILDING CONSTRUCTION SERVICES, NEW, INCLUDING MAINTENANCE AND REPAIR SERVICES
NIGP 91200	CONSTRUCTION SERVICES, GENERAL, INCLUDING MAINTENANCE AND REPAIR SERVICES)
NIGP 95826	Construction Management Services

Additional Information

REGION

Metro Chicago



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 CERTIFICATES SUBMITTED are active.
- 4.4 The BID CREDIT CAP may be met by BID CREDITS:
 - 4.4.1 Earned from one BID CREDIT program or from a combination of BID CREDIT programs, as BID CREDIT CERTIFICATES are now issued as one certificate covering all BID CREDIT programs
 - 4.4.2 Offered for submission by joint venture partners independently, and/or by subcontractors/fabricators independently, as per Section 5 below. If BID CREDITS from different firms are submitted on the same bid, the BID CREDITS are applied via BID CREDIT ALLOCATION as defined above proportionally to the amounts originally submitted on the bid.
- 4.5 Entering BID CREDITS on the bid forms:
 - The BASE BID is to be clearly identified on line #1 of the P page;
 - Line #2 is to include the total amount of BID CREDIT applied to the bid;
 - Line #3 is to include the AWARD CRITERIA (Line #1 minus Line #2 equals Line #3).
- 4.6 All BID CREDIT CERTIFICATES submitted to calculate the BID CREDIT included on Line #2 must be included in the original bid package.

- 4.7 All BID CREDITS UTILIZED to become or remain the successful Bidder will become unavailable for inclusion in any other bid at the time the Bidder's AWARD CRITERIA is deemed the lowest responsive and responsible bid.
- 4.8 The BID CREDIT CERTIFICATE(s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a BID CREDIT CERTIFICATE(s) to the contractor, or subcontractor/fabricator if applicable.

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

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

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

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

6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused BID CREDITS do not expire.

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

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

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

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

6.4 As stated in Section 4.8 above, the BID CREDIT CERTIFICATE(s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a revised BID CREDIT CERTIFICATE(s) to the contractor or subcontractor/fabricator if applicable.

7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

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

Any contractor who submits a subcontractor/fabricator's BID CREDIT CERTIFICATE without the permission of the subcontractor/fabricator and/or without committing to utilizing the subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in any TOLLWAY BID CREDIT program.

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



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-19-4509

CONTRACTOR/CONSULTANT NAME: Foundation Mechanics LLC

1. PAYMENT TERMS AND CONDITIONS:

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

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

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the

State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and

reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
 - 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
 - 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability

to perform the contract.

23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

24. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and **subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall** utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

25.1.2 **Publicity:**

Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway nor shall the Tollway's name be used in any such advertisement or solicitation without prior written approval except as required by law.

25.1.3 **Third Party Beneficiaries:**

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

25.1.4 **Successors In Interest:**

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

25.1.5 **Venue:**

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

25.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Tollway".

25.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway.

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under

this contract. Required reports include, but are not limited to changes in the CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Foundation Mechanics LLC agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	N/A
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	N/A

Foundation Mechanics LLC hereby agrees to the exceptions provided by ISTHA and to the Additional Terms and Conditions provided by State of Illinois.

Agreed: Jennifer Kelecus	Agreed: Jon Kelecus
By: [Redacted]	By: [Redacted]
Signed: [Redacted]	Signed: [Redacted]
Position: President	Position: Vice President
Date: 02/27/2020	Date: 02/27/2020



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

Date: 6/17/2020 **Project Number:** RR-19-4509

Project Name: Grading and Drainage Modifications

CONTRACTOR/CONSULTANT DELINQUENT DEBT REVIEW

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: Foundation Mechanics LLC
8604 West Catalpa Ave, Ste 907, Chicago, IL 60656

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: jon@foundationmech.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Industria, Inc.	[REDACTED]	2860 S River Road, Ste 100 Des Plaines, IL 60018	MISC Concrete, MOT Dewatering	\$58,977.00

Signature: [REDACTED]

Date: 06/17/2020

Printed Name: Jenny Kelecus



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	03500047
Entity Name	FOUNDATION MECHANICS, LLC
Status	ACTIVE

Entity Information
Principal Office 547 N CUYLER AVE. OAK PARK, IL 603020000
Entity Type LLC
Type of LLC Domestic
Organization/Admission Date Sunday, 13 February 2011
Jurisdiction IL
Duration PERPETUAL

Agent Information
Name DANA HARDER
Address 2860 S RIVER RD STE 100 DES PLAINES , IL 60018
Change Date Tuesday, 18 July 2017

Annual Report
For Year 2020
Filing Date Monday, 27 January 2020

Managers
Name Address KELECIUS, JENNIFER [REDACTED] [REDACTED]
Name Address KELECIUS, JONATHAN [REDACTED] [REDACTED]

Series Name
NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

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

(One Certificate per Transaction)

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Sun Jun 14 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:01 06/15/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/15/20 AT 11:06 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.

*

Foundation Mechanics, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:01 06/15/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/15/20 AT 11:10 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.

*

Industria, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



Substance Abuse Prevention Program Certification Public Act 95-0635

Contract # RR-19-4509 Today's Date 02/27/2020

The undersigned Contractor(s) and Subcontractor(s) certify that they have read the provisions of the Substance Abuse Prevention on Public Works Act, Public Act 95-0635, and are in compliance with the terms of the Act.

The Contractor/Subcontractors hereby certify that they are exempt from the provisions of Public Act 95-0635 because it is a party to a collective bargaining agreement that deals with Substance Abuse and Prevention as provided for in the Act.

X The Contractor/Subcontractors hereby certify they have a program in place to address Substance Abuse and Prevention as provided for in the Act and will submit the same to the Illinois Tollway prior to issuance of an Authorization to Proceed.

Foundation Mechanics LLC, 8604 W Catalpa Ave, Suite 907, Chicago, IL 60656 Contractor

Jennifer Kelecius, President Name/Title of Authorized Representative

[Redacted signature]

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: Foundation Mechanics LLC

Business Name: Foundation Mechanics LLC

Taxpayer Identification Number:

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

or

Employer Identification Number: XXXXXXXXXX

Legal Status (check one):

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

Signature of Authorized Representative: _____

[Redacted Signature]

Date: February 27, 2020

File Number

0350004-7



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

FOUNDATION MECHANICS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 13, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 16TH
day of SEPTEMBER A.D. 2019 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1925901958 verifiable until 09/16/2020

Authenticate at: <http://www.cyberdriveillinois.com>

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 29447

Foundation Mechanics LLC

2860 S. River Road
Ste 100

Des Plaines IL 60018

Information for this business last updated on:
Tuesday, November 22, 2016

Certificate produced on Wednesday, November 29, 2017 at 2:47
PM



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: 20-557THA-ENGCO-B-12742

Procurement/Contract #: RR-19-4509

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-0338225

IPG Expiration Date: 09/26/2020

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

Yes No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: N/A

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 #
ISTHA	Miscellaneous Drainage & Environmental Repairs & Improvements Along I-90	Substantially Complete	\$542,615.45	RR-18-4447
ISTHA	TRI_STATE TOLLWAY, ROADWAY RECONSTRUCTION AND WIDENING 95 th Street MP 17) to LaGrange ROAD (MP 21) CM Services	Not Started	\$960,000.00	I-19-4482

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: Foundation Mechanics LLC

Street Address: 8604 W Catalpa Ave, Suite 907

City, State, Zip: Chicago, IL 60656

Signature: 

Printed Name: Jon Kelecus

Title: Vice President

Phone: 773-234-3087

Email: jon@foundationmech.com

Vendor Contact: Jon Kelecus

Date: 02/27/2020

Vendor Registration: View

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

Foundation Mechanics LLC

System Vendor Number: 20345793

[View All Forms in PDF](#) [Download Documents](#)

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	9/23/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0338225
REVIEWER	Chris Haberman
DATE REVIEWED	9/27/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	9/26/2020
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Foundation Mechanics LLC
CONTACT FOR THIS SUBMISSION	Jennifer Kelecus (change contact)
PRIMARY CONTACT EMAIL	jennyk@foundationmech.com
PHONE	773-234-3087
FAX	815-301-3738
COMPANY EMAIL	jennyk@foundationmech.com
TAX ID NUMBER	██████████
COMPANY TYPE	LLC
ADDRESS	2860 S River Road Suite 100 Des Plaines, IL 60018

Vendor Registration: View Form

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

Foundation Mechanics LLC

System Vendor Number: 20345793

Return to Main Form

[View Clean Form in PDF](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	9/23/2019
STATUS	Accepted
BUSINESS NAME	Foundation Mechanics LLC
POINT OF CONTACT	Jennifer Kelecus
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Jennifer Kelecus	
3. ANNUAL SALES/GROSS RECEIPTS	5,182,858.00	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	02/13/2011	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Dana Harder	
CONTACT PERSON TITLE	Operations Manager	
CONTACT PERSON PHONE	(773) 739-3554	
CONTACT PERSON EMAIL	dana2361@outlook.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Other ISTHA	
--	----------------	---

Vendor Registration: View Form

Help & Tools 
[General](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#) | [Comments](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#) | [Reports](#)

Foundation Mechanics LLC

System Vendor Number: 20345793

[Return to Main Form](#)[View Clean Form in PDF](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	9/23/2019
STATUS	Accepted
BUSINESS NAME	Foundation Mechanics LLC
POINT OF CONTACT	Jennifer Kelecus
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? **Yes**

Document	Status
SBSP Re-Qualification Statement SBSP Re-Qualification Statement (1).docx (DOCX) SBSP Re-Qualification Statement 2019.docx (DOCX) sbsp re-qualification statement.pdf (PDF, 413.12 KB)	Attached by Jennifer Kelecus on 9/16/2019

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)[Refresh List](#) after attaching file(s).[Customer Support](#)

Copyright © 2020 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#) | [Translate](#)

Vendor Registration: View Form

Help & Tools 
[General](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#) | [Comments](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#) | [Reports](#)

Foundation Mechanics LLC

System Vendor Number: 20345793

[Return to Main Form](#)[View Clean Form in PDF](#)

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	9/23/2019
STATUS	Accepted
BUSINESS NAME	Foundation Mechanics LLC
POINT OF CONTACT	Jennifer Kelecus
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

- | | | |
|--|--|---|
| 1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR | 9 |  |
| 2. SELECT THE DHR STATUS OF YOUR BUSINESS | My business is not required to have a DHR Number because we had fewer than 15 employees at all times within the past year. |  |

E. Authorized to do Business in Illinois

- | | | |
|---|---|---|
| 1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS? | Yes, registered and in good standing with the Illinois Secretary of State |  |
|---|---|---|

Additional Information

STAFF ATTACHED FILE(S)

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

Vendor Registration: View Form

Help & Tools 

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

Foundation Mechanics LLC

System Vendor Number: 20345793

Return to Main Form

[View Clean Form in PDF](#)

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	9/23/2019
STATUS	Accepted
BUSINESS NAME	Foundation Mechanics LLC
POINT OF CONTACT	Jennifer Kelecus
FLAG FORM	Add Flag

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 

Yes

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

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

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)?

7/10

Yes, I certify my business is registered with BOE.

29447

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

Copyright © 2020 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#) | [Translate](#)

Vendor Registration: View Form



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

Foundation Mechanics LLC

System Vendor Number: 20345793

[Return to Main Form](#)

[View Clean Form in PDF](#)

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	9/23/2019
STATUS	Accepted
BUSINESS NAME	Foundation Mechanics LLC
POINT OF CONTACT	Jennifer Kelecus
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

[Customer Support](#)

Copyright © 2020 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#) | [Translate](#)

Vendor Registration: View Form

Help & Tools 

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

Foundation Mechanics LLC

System Vendor Number: 20345793

Return to Main Form

[View Clean Form in PDF](#)

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	9/23/2019
STATUS	Accepted
BUSINESS NAME	Foundation Mechanics LLC
POINT OF CONTACT	Jennifer Kelecus
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form December 2016.docx (DOCX)	Attached by Jennifer Kelecus on 9/16/2019
IPG Percentage of Ownership and Distributive Income Form September 2019.docx (DOCX, 127.90 KB)	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

No

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

No

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

Copyright © 2020 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#) | [Translate](#)

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

Vendor Name: Foundation Mechanics, LLC

DBA: N/A

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, **or** the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, **or** the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Jennifer L Kelecus	2860 S. River Road, Ste 120 Des Plaines, IL 60018	67%	67%	67%	67%
Jonathan B Kelecus	2860 S. River Road, Ste 120 Des Plaines, IL 60018	33%	33%	33%	33%
.
.
.



Open Market Bid 20-557THA-ENGCO-B-12742

Status: 2BA - Approved

General Items Address Accounting Routing Attachments(7) Notes Bidders Questions Amendments(3) Q & A Reminders(5) Summary

Due Date* (MM/DD/YYYY)	Comment* (max 250 characters)	Remind Whom*	Days Prior to Remind*	Date Completed (MM/DD/YYYY)	Send Email	Date Entered	Entered By
			0		<input type="checkbox"/>		
02/11/2020	please apply amendment	Eleanor Curcuro	0	02/11/2020	<input checked="" type="checkbox"/>	02/11/2020 11:40:53 AM	Graciela Gomez
02/21/2020	please approve addendum no 1	Eleanor Curcuro	0	02/21/2020	<input checked="" type="checkbox"/>	02/21/2020 07:35:00 AM	Graciela Gomez
04/01/2020	Please apply amendment to post the NOA. Justification form is attached.	Eleanor Curcuro	0	04/01/2020	<input checked="" type="checkbox"/>	04/01/2020 12:11:14 PM	Graciela Gomez
04/06/2020	Waiver Granted	Graciela Gomez	0		<input checked="" type="checkbox"/>	04/06/2020 08:47:52 AM	Waiver/Other PPB
04/15/2020	waiver request	Waiver/Other PPB	13	04/06/2020	<input checked="" type="checkbox"/>	04/01/2020 02:23:55 PM	Graciela Gomez

Please save your changes before sorting table. Otherwise, your changes will be lost.

Subject: Confirmation Letter - Below is your company's Confirmation Letter indicating its eligibility and expiration date
Date: Tuesday, February 4, 2020 at 9:10:57 AM Central Standard Time
From: IDHR.PublicContracts
To: DANA@FOUNDATIONMECH.COM
Attachments: image003.jpg

ILLINOIS DEPARTMENT OF
 **Human Rights**

JB Pritzker, Governor
James L. Bennett, Director

IDHR #: 137454-00
Date Eligible: 02/03/2020
Expires on: 02/03/2025

DANA HARDER
OPERATIONS MANAGER
FOUNDATION MECHANICS, LLC
8604 WEST CATALPA, SUITE 907
CHICAGO, IL 60656

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

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

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

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

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

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

IDHR PCU (01-2010)

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

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-19-4509

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this 26th day of March, 2020 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Foundation Mechanics LLC

- * 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

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Chicago, in the State of Illinois (hereinafter referred to as the "contractor").

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

DESCRIPTION AND SCOPE OF WORK

The contractor shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

CONTRACT

The following documents, taken as a whole, constitute the Contract:

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Supplemental Specifications and Recurring Special Provisions.
8. The IDOT Standard Specifications for Road and Bridge Construction.
9. The Bid.
10. The Instructions and Information to Bidders.
11. The Advertisement for Sealed Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

CONTRACT NO: RR-19-4509

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 Executive Director's signature and shall continue until November 2, 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 November 2, 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-19-4509

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 Authority shall pay the contractor for the performance of the work, subject to any additions or deductions therein as provided for in the Specifications, in current funds, at the prices for the respective items of work shown in the bid. Payments are to be made to the contractor in accordance with and subject to the provisions of the contract documents.

ASSIGNMENT

This contract may not be assigned, transferred in whole or in part by the Vendor without prior written consent of the Illinois Tollway.

CONTRACT NO: RR-19-4509

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-19-4509
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 Foundation Mechanics, LLC at:

8604 W. Catalpa Ave., Suite 907
Chicago, Illinois 60656

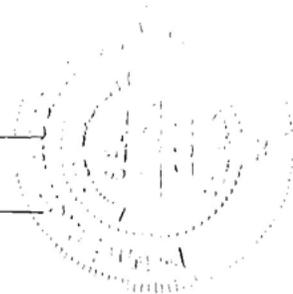
or to the TOLLWAY at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time.

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: _____ Date: 6/16/20
President _____
Jennifer Kelecus
Printed Name as Signed Above

ATTEST: _____ (Seal)
Secretary _____
Jennifer Kelecus
Printed Name as Signed Above



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED: _____ Date: 06/19/2020
Willard S. Evans Jr., Chairman/CEO _____
Date

APPROVED: _____ Date: 06/19/2020
Jose Alvarez, Executive Director _____
Date

APPROVED: _____ Date: 06/18/2020
Cathy R. Williams, Chief Financial Officer _____
Date

APPROVED: _____ Date: 06/18/2020
Kathleen Pasulka-Brown, General Counsel _____
Date

Approved as to Form and Constitutionality

Attorney General, State of Illinois _____ Date: 06/18/2020

CORPORATION SIGNATURE FORM

At a meeting on 12.1.15, the Board of Directors

of Foundation Mechanics, LLC adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Calee Roumeliotis
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Foundation Mechanics, LLC

(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-19-4509.”

I, Jenny Kelecious, 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)

06/16/2020
Date

[Redacted Signature]

Secretary

CORPORATION SIGNATURE FORM

At a meeting on 12.1.15, the Board of Directors

of Foundation Mechanics, LLC adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Timothy DeSimone
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Foundation Mechanics, LLC

(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-19-4509.”

I, Jenny Kelecus, 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)

6/16/2020

Date



Secretary

CORPORATION SIGNATURE FORM

At a meeting on 12.1.15, the Board of Directors

of Foundation Mechanics, LLC adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Dave Belanger
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Foundation Mechanics, LLC

(Name of Corporation)

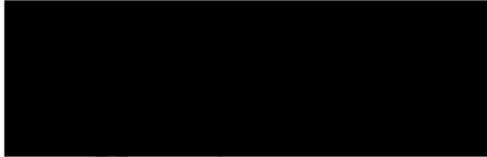
to execute the contract and any and all contract modifications or documentation in connection with The Illinois State Toll Highway Authority’s Contract No. RR-19-4509.”

I, Jenny Kelecious, 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)

6/16/2020

Date


Secretary

CORPORATION SIGNATURE FORM

At a meeting on 12.1.15, the Board of Directors

of Foundation Mechanics, LLC adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Jon Kelecus
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Foundation Mechanics, LLC
(Name of Corporation)

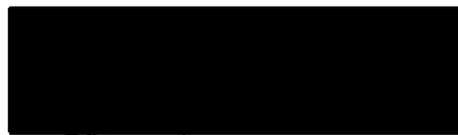
to execute the contract and any and all contract modifications or documentation in connection with The Illinois State Toll Highway Authority’s Contract No. RR-19-4509.”

I, Jenny Kelecus, 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)

6/16/2020
Date



Secretary

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-19-4509

PERFORMANCE BOND

Bond No. 009631K

KNOW ALL PERSONS BY THESE PRESENTS, That we, Foundation Mechanics, LLC,
(Name of Principal)

- a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a joint venture consisting of _____,

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Ohio Farmers Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of OH with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One Million Eight Hundred and Eight Thousand Five Hundred Fifty Eight Dollars and Twenty-One Cents (\$1,808,558.21), 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 RR-19-4509 - Grading and Drainage Modifications - Jane Adams Memorial Tollway

(Insert Contract Number and Description)

(I-90) at Route 47 Mile Post 46.4 in Kane County

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 15th day of June, 2020.

Surety Ohio Farmers Insurance Company Principal Foundation Mechanics, LLC

Address P.O. Box 5001 Address 8604 W. Catalpa, Suite 907

Westfield Center, OH 44251-5001 Chicago, IL 60656

By [Redacted]
(Seal) Stephanie C. Anderson Attorney in Fact

By [Redacted]
(Signature) Jennifer Kelecus, President (Seal)
(Name & Title)

Agent for
Surety Arthur J. Gallagher

Attest [Redacted]
Corporate Secretary

Address 300 S. Riverside Plz.
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)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/11/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 1211192 01

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint PETER S. FORKER, AMY E. CALLAHAN, TAMMY L. WHICKER, MARY E. CORLEY, DARLA R. GANLEY, STEPHANIE C. ANDERSON, JEFFREY S. CIECKO, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of JUNE A.D., 2018 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY



Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 11th day of JUNE A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of June A.D., 2018



Secretary

Frank A. Carrino, Secretary

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 15th day of June, 2020, before me personally
appeared Stephanie C. Anderson, known to, me to be the Attorney-in-Fact of
The Ohio Farmers Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

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



Notary Public in the State of Illinois
County of Cook



Acknowledgment by Corporation

STATE OF Illinois

COUNTY OF Cook

On this 15th day of June, 2020, before me personally appeared Jennifer Keleci, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the President of Foundation Mechanics LLC, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



[Redacted Name], Notary Public

State of Illinois

County of Cook

My Commission Expires: 12/26/2023



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4509

PAYMENT BOND

Bond No. 009631K

KNOW ALL PERSONS BY THESE PRESENTS, That we, Foundation Mechanics, LLC, (Name of Principal)

- checkbox a corporation organized and existing under the laws of the State of and authorized to do business in the State of Illinois,
checkbox a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
checkbox a partnership consisting of
checkbox an individual doing business as
checkbox a joint venture consisting of

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Ohio Farmers Insurance Company (Name of Surety)

a corporation organized and existing under the laws of the State of OH with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One Million Eight Hundred and Eight Thousand Five Hundred Fifty Eight Dollars and Twenty-One Cents (\$1,808,558.21), 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 RR-19-4509 - Grading and Drainage Modifications - Jane Adams Memorial Tollway (Insert Contract Number and Description)

(I-90) at Route 47 Mile Post 46.4 in Kane County

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 15th day of June, 2020.

Surety Ohio Farmers Insurance Company

Principal Foundation Mechanics, LLC

Address P.O. Box 5001

Address 8604 W. Catalpa, Suite 907

Westfield Center, OH 44251-5001

Chicago, IL 60656

By [Redacted]
(Seal) Stephanie C. Anderson Attorney In Fact

By [Redacted]
(Signature) Jennifer Kelecus, President (Seal)
(Name & Title)

Agent for
Surety Arthur J. Gallagher

Attest [Redacted]
Corporate Secretary

Address 300 S. Riverside Plz.
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)**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/11/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 1211192 01
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint PETER S. FORKER, AMY E. CALLAHAN, TAMMY L. WHICKER, MARY E. CORLEY, DARLA R. GANLEY, STEPHANIE C. ANDERSON, JEFFREY S. CIECKO, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of JUNE A.D., 2018.



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

[Redacted Signature]

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

State of Ohio
County of Medina ss.:

On this 11th day of JUNE A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal
Affixed



[Redacted Signature]

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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of June A.D., 2020



[Redacted Signature]

Frank A. Carrino, Secretary

Secretary

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 15th day of June, 2020, before me personally
appeared Stephanie C. Anderson, known to, me to be the Attorney-in-Fact of
The Ohio Farmers Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

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



Notary Public in the State of Illinois
County of Cook



Acknowledgment by Corporation

STATE OF Illinois

COUNTY OF COOK

On this 15th day of June, 2020, before me personally appeared Jennifer Kelecsy me known, who being by me duly sworn, did acknowledge and say that (s)he is the President of Foundation Mechanics, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.



, Notary Public

State of Illinois

County of COOK

My Commission Expires: 12/26/2023



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: **Jordan Kim**

DATE: **June 17, 2020**

FROM: **Meiyu Liu**

SUBJECT: **Contract RR-19-4509**

Contract requirements pertaining to the above referenced contract have been met. The contract is being forwarded to a Contracts Administrator for further processing. You may issue a **Notice to Proceed** to **Foundation Mechanics, LLC** once the contract has been executed by all parties.

cc: Catrice Hardwick



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2020

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).

PRODUCER Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME Eileen Abitz PHONE (A/C, No, Ext) (847) 598-8733 E-MAIL ADDRESS eabitz@assuranceagency.com	FAX (A/C, No) (847) 440-9123
	INSURER(S) AFFORDING COVERAGE	
INSURED Foundation Mechanics 2860 South River Road, Suite 120 Des Plaines IL 60018	INSURER A Westfield National Insurance C	NAIC # 24120
	INSURER B StarStone Specialty Insurance	NAIC # 44776
	INSURER C Berkley Casualty Company	
	INSURER D Columbia Casualty Co	NAIC # 31127
	INSURER E	
	INSURER F	

COVERAGES

CERTIFICATE NUMBER: 809253231

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	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB LITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TRA7975013	3/29/2020	3/29/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TRA7975013	3/29/2020	3/29/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA7975013 T80261190ALI	3/29/2020 12/17/2019	3/29/2021 12/17/2020	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A			BNUWC0147289	3/29/2020	3/29/2021	<input checked="" type="checkbox"/> WC STATU-TORY L MITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACC DENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			CPB6080774161	3/29/2020	3/29/2021	Limit: \$2,000,000	Deductible \$10,000
D	Pollution Liability			CSB6080774158	3/29/2020	3/29/2021	Limit: \$2,000,000	Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

RE: CONTRACT RR-19-4509 GRADING AND DRAINAGE MODIFICATIONS - JANE ADDAMS MEMORIAL TOLLWAY (I-90) AT IL RT 47 Mile Post 46.4

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability, Pollution Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project:

The Illinois State Toll Highway Authority together with its officials, directors, and employees

The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction 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



© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd		NAMED INSURED Foundation Mechanics 2860 South River Road, Suite 120 Des Plaines IL 60018	
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

Manager, and Construction Corridor Manager
 Kane County, SINGH & Associates, Inc. (DSE) and all subconsultants, Infrastructure Engineering, Inc. (CM) and all subconsultants, the Program Management Office (PMO) HNTB Corporation, General Engineering Consultant (GEC) WSP, Inc. and all their officers, agents and employees

A Waiver of Subrogation in favor of the Additional Insureds applies to the General Liability, Pollution Liability, Workers Compensation and Automobile policies, when required by written contract and where allowed by law.

Umbrella Follows Form over Workers Compensation, General Liability and Automobile policies.

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 Person or Organization:

The Illinois State Toll Highway Authority together with its officials, directors, and employees
The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section
Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager
Kane County, SINGH & Associates, Inc. (DSE) and all subconsultants, Infrastructure Engineering, Inc.
(CM) and all subconsultants, the Program Management Office (PMO) HNTB Corporation, General
Engineering Consultant (GEC) WSP, Inc. and all their officers, agents and employees

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

A. Section 11 - Who Is An Insured is amended
include as an insured the person or organ-
ization shown in the Schedule, but only with
respect to liability arising out of your ongoing
operations performed for that insured.

B. With respect to the insurance afforded to
these additional insureds, the following ex-
clusion is added:

2. Exclusions

This exclusion does not apply to "bodily
injury" or "property damage" occurring
after:

(1) All work, including materials,
parts or equipment furnished in

connection with such work, on
the project (other than service,
maintenance or repairs) to be
performed by or on behalf of the
additional insured(s) at the site
of the covered operations has
been completed; or

(2) That portion of "your work" out
of which the injury or damage
arises has been put to its in-
tended use by any person or
organization other than another
contractor or subcontractor en-
gaged in performing operations
for a principal as part of the
same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>The Illinois State Toll Highway Authority together with its officials, directors, and employees</p>
<p>Location And Description of Completed Operations:</p> <p>CONTRACT RR-19-4509 GRADING AND DRAINAGE MODIFICATIONS - JANE ADDAMS MEMORIAL TOLLWAY (I-90) AT IL RT 47 Mile Post 46.4</p>
<p>Additional Premium:</p>

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

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion a. is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions**, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. **Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. **Exclusions**:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

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

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

- d.** Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

- 3.** "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

- 9.** "Insured Contract" means:
 - a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insureds rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

- d.** Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e.** Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage**, **2. Coverage Extensions**, **a. Supplementary Payments**, subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **B. Exclusions**, **5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage**, **4. Coverage Extensions**, **a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions**:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.
- 6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph **3.a.** is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item **D. Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **7. Policy Period, Coverage Territory**, subparagraph **(5)** is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

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 required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

This endorsement is not applicable in Wisconsin.

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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

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

Endorsement Effective 3/29/2020 Policy No. BNUWC0147289 Endorsement No.

Insured Foundation Mechanics LLC Premium \$

Insurance Company

Countersigned by



AMENDMENT OF INSURED CLIENT CONTRACT DEFINITION ENDORSEMENT

It is understood and agreed that the Section of the Policy entitled **DEFINITIONS**, the definition of **insured client contract**, is deleted in its entirety and replaced by the following:

Insured client contract means a written contract or agreement that is in effect between **you** and a client under which **you** assume the tort liability of the client or owner of the project to pay compensatory damages to a third party for a **pollution incident**, but only to the extent that such **pollution incident** is caused by **your** activities, or the activities of any person or entity for whom **you** are liable, and provided that such written contract or agreement is placed in effect prior to the **pollution incident** and:

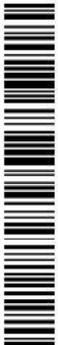
1. incorporates an enforceable indemnity provision pertinent to the **pollution incident**; or
2. requires the client or the owner of the project to be made an additional insured under the Policy that insures **you** against **pollution incidents**.

For purposes of this definition only, "tort liability" means liability for a civil or private wrong imposed by law in the absence of any contract or agreement.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020003160457933311325



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 0030

<u>Name Of Additional Insured Person(s) Or Organization(s)</u>	<u>Location(s) Of Covered Operations</u>
ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNS GROVE, IL 60515	ALL COVERED LOCATIONS

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
NEEDS TO STATE: THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO), PROJECT MANAGER, DESIGN SECTION ENGINEER, DESIGN CORRIDOR MANAGER, CONSTRUCTION MANAGER, AND CONSTRUCTION CORRIDOR MANAGER

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the render-

ing of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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

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

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

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

whichever is less.

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

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):

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 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.



June 15, 2020

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

RE: Foundation Mechanics, LLC Insurance Certification: RR-19-4509

Attention: Illinois State Toll Highway Authority,

All provisions of the accepted certificates of insurance and policy binder can be obtained.

All endorsements indicated have been requested from the appropriate insurance carrier, or currently endorsed on the policies.

Assurance Agency is the binding agent for the insurance carriers providing coverage for the above referenced project.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Chris Ross
Assurance | Senior Vice President
1750 East Golf Road | Schaumburg, IL 60173
p 847.463.7205 | f 847.440.9123
cross@assuranceagency.com | www.assuranceagency.com