

RESOLUTION NO. 22047

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4530 for Retaining and Noise Wall Rehabilitation and Extension on the Tri-State Tollway (I-294) from Mile Post 41.0 to Mile Post 52.45. The lowest responsive and responsible bidder on Contract No. RR-20-4530 is Martam Construction, Inc. in the amount of \$1,406,299.20.

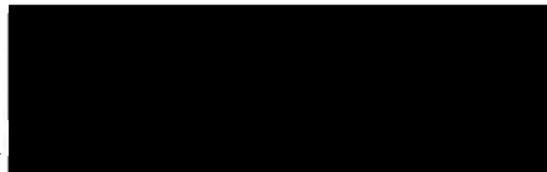
Resolution

Contract No. RR-20-4530 is awarded to Martam Construction, Inc. in the amount of \$1,406,299.20, 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: _____



RETURN WITH BID

CONTRACT RR-20-4530

**RETAINING AND NOISE WALL
REHABILITATION AND EXTENSION**

TRI-STATE TOLLWAY (I-294)

**MILE POST 41.0
TO
MILE POST 52.45**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-20-4530
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 5/4/2020

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy 10:30:00 A.M. local time, May 12, 2020

NOTICE OF REVISION TO CONTRACT

NOTES:

1. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Bid by the Bidder. The Bidder's attention is called to pages P-5R which has been revised and included as part of the Schedule of Prices.
2. The following revised Special Provision pages are included in the Contract with this Addendum: J-6R.
3. The following revised Contract Drawings are included in this Addendum:
Drawings No's 29, 30, 31, 70 and 71
4. The following revised Contract Drawings will be issued to the successful Bidder.
Drawing No's 4 and 5
5. The sign-in sheet from the Optional Pre-Bid Meeting summarizing the contract elements that was facilitated by Tollway Procurement staff on **May 1, 2020** at 10:00 a.m. are included in this Addendum.
6. Responses to Request for Information received from the Plan Holders are included in this Addendum.

Bid Opening information:

Tuesday, May 12, 2020 10:30 am | 30 minutes | (UTC-05:00) Central Time (US & Canada)
Meeting number: 288 657 627
Event Password: 4530

WebEx link which is as follows:

<https://illinois2.webex.com/illinois2/onstage/g.php?MTID=edf8f86cd116deb71b66dab9c4e96f78a>

Join by video system: 288657627@illinois2.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Audio conference:

To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code.

US Toll +1-415-655-0003
Access code: 288 657 627

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE SCHEDULE OF PRICES

SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES						
SP. PROV. *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
	50500405	FURNISHING AND ERECTING STRUCTURAL STEEL	Pound	8600	810	9410

* Denotes Special Provision

Change #1 Contract Requirements, Volume I, page P-5 replaced with page P-5R. This replacement contains the following revisions (attached):

- 1.1. Revised quantity value of Pay Item 50500405 Furnishing and Erecting Structural Steel to 9410 pounds.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #2 Contract Requirements, Volume II, replace page J-6 with page J-6R. This replacement contains the following revisions (attached):

- 2.1. Revised Section 103.1 Contract Completion Date to June 21, 2021

CHANGES TO THE CONTRACT DRAWINGS

Change #3 Contract Plans, Drawing 4, Progress Schedule. This drawing contains the following revisions (issued to successful Bidder):

- 3.1. Revised Sheet. Revise the Contract Completion Date to June 21, 2021.

Change #4 Contract Plans, Drawing 5, Summary of Quantity. This drawing contains the following revisions (issued to successful Bidder):

- 4.1. Revised Sheet. Total Bill of Material Revised to show 9410 pounds for Pay Item 50500405, Furnishing and Erecting Structural Steel.

Change #5 Contract Plans, Drawing 29, NAW – TS41.02R, SB, Gen. Notes, Index of Sheets & TBOM . This drawing contains the following revisions (attached):

- 5.1. Revised Sheet. Total Bill of Material Revised to show 8300 pounds for Pay Item 50500405, Furnishing and Erecting Steel.

Change #6 Contract Plans, Drawing 30, NAW – TS41.02R, SB, Repair Tables. This drawing contains the following revisions (attached):

- 6.1. Remove Repair Notes in their entirety.
- 6.2. Revise repair type table by adding title "Repair Notes" and including statement to match existing panel color.

Change #7 Contract Plans, Drawing 31. NAW – TS41.02N, SB, Supporting Bracket Details. This drawing contains the following revisions (attached):

7.1. Revise weld and plate sizes on all details and sections. Replace entire Sheet S1-04 (Drawing 31 of 78)

Change #8 Contract Plans, Drawing 70, NAW – TS52.45N, SB(R), Erosion Control Plan. This drawing contains the following revisions (attached):

8.1. Replace the drawing scale.

Change #9 Contract Plans, Drawing 71, NAW – TS52.45N, SB(R), Landscape Plan. This drawing contains the following revisions (attached):

9.1. Replace the drawing scale.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	20200100	EARTH EXCAVATION	CU YD	890		
	20800150	TRENCH BACKFILL	CU YD	36		
	25000312	SEEDING, CLASS 4A	ACRE	0.75		
**	25000400	NITROGEN FERT LIZER NUTRIENT	POUND	32		
**	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	94		
*	42001300	PROTECTIVE COAT	SQ YD	216		
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 NCH	SQ FT	135		
	44000400	GUTTER REMOVAL	FOOT	987		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	39		
	44000600	SIDEWALK REMOVAL	SQ FT	135		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	1,005		
	50157300	PROTECTIVE SHIELD	SQ YD	98		
	50200100	STRUCTURE EXCAVATION	CU YD	19.0		
	50500405	FURNISHING AND ERECT NG STRUCTURAL STEEL	POUND	9,410		
	52100510	ANCHOR BOLTS, 3/4"	EACH	172		
	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	81		
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	23		
	60250200	CATCH BASINS TO BE ADJUSTED	EACH	10		
	60260100	INLETS TO BE ADJUSTED	EACH	1		
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	39		
	60615400	PAVED DITCH, TYPE A-15	FOOT	340		

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 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	70100450	TRAFFIC CONTROL AND PROTECTION, STANDARD 701201	L SUM	1		
	70102632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	L SUM	1		
	70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1		
	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	12,750		
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	225		
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	2		
	70600360	IMPACT ATTENUATORS, RELOCATE (SEVERE USE), TEST LEVEL 3	EACH	1		
*	X0323819	NOISE ABATEMENT WALL, PRECAST CONCRETE	SQ FT	3,226		
*	X6640590	CHAIN LINK FENCE POST SLEEVE REPAIR	EACH	1		
*	J1211126	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	4,045		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	300		
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETT NG	SQ YD	7,628		
*	J1282010	SUBGRADE FILTER FABRIC	SQ YD	1,219		
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	1,005		
*	J1602040	CATCH BASIN, TYPE G-3	EACH	2		
*	J1606020	GUTTER, TYPE G-3	FOOT	32		
*	J1606030	GUTTER, TYPE G-3, MOD FIED	FOOT	631		
*	J1664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	50		
*	J1704000	TEMPORARY CONCRETE BARRIER	FOOT	1,575		
*	J1704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	850		

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 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	174		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	3		
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	10		
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	2		
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	22		
**	JS250320	SEEDING, CLASS 5	ACRE	0.75		
**	JS250350	SEEDING, CLASS 7	ACRE	0.95		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	6		
**	JS280050	SILT FENCE	FOOT	1,135		
**	JS280051	RE-ERECT SILT FENCE	FOOT	309		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	188		
**	JS280100	SUPER SILT FENCE	FOOT	754		
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.15		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	1		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	21		
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	6		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT202009	NON-SPECIAL WASTE DISPOSAL (TYPE 1)	CU YD	60		
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	470		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	0.35		
*	JT503040	STRUCTURE REPAIR OF CONCRETE (DEPTH EQUAL OR LESS THAN 5 IN.)	SQ FT	1		
*	JT503041	STRUCTURE REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	5		
*	JT503100	FIBER WRAP REPAIR	SQ FT	55		
*	JT599044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION	EACH	12		
*	JT599046	REMOVAL AND REPLACEMENT OF PRECAST CONCRETE NOISE WALL PANEL SECTIONS	SQ FT	2,326		
*	JT669030	EARTHWORK CONSTRUCTION PLANS	L SUM	1		
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	20		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	500		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	3		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	10		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	2		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	30		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	192		
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	6,075		
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	8,100		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	9,924		
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	174		

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CONTRACT № - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$10,000.00	\$10,000.00
*	JT154008	UNFORESEEN ADDITIONAL MA NTENANCE OF TRAFFIC	UNIT	20,000	\$1 00	\$20,000
*	JT154044	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL AND HAZARDOUS WASTE REMOVAL	UNIT	20,000	\$1 00	\$20,000
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	\$1 00	\$25,000
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	15,000	\$1 00	\$15,000
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
	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 N SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(f)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		NOTE 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQU PMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000 00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MA NTENANCE 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)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(6,000 00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000 00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(6,000 00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(6,000 00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(6,000 00)	
	999NEG60	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.6	CAL DAY		(6,000 00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000 00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000 00)	
	TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)					90,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

- * SPECIAL PROVISION
- ** TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- *** DOT RECURRING SPECIAL PROVISION
- BDE DOT BDE SPECIAL PROVISION
- GBSP DOT GUIDE BRIDGE SPECIAL PROVISION

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

S.P. 103 CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES

S.P. 103.1 CONTRACT COMPLETION DATE

The Contractor shall complete all work under this Agreement for the performance of Contract **RR-20-4530** on or before 11:59 p.m. on **June 21, 2021** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all roadway and noise abatement wall work, and restoration such that permanent lane closures are no longer required under this Agreement for the performance of Contract **RR-20-4530** on or before 11:59 p.m. on **December 7, 2020**.

S.P. 103.3 INTERIM COMPLETION DATE, SB I-294, HIGGINS RD TO DEVON AVE, M.P. 41.02

The Contractor shall have completed all roadway and noise abatement wall repair work, and restoration such that permanent lane closures are no longer required under this Agreement for the performance on **SB I-294 from Higgins Rd to Devon Ave, M.P. 41.02**, on Contract **RR-20-4530** on or before 11:59 p.m. on **December 6, 2020**.

S.P. 103.4 INTERIM COMPLETION DATE, NB I-294, NORTH OF DEVON AVE, M.P. 41.10

The Contractor shall have completed all roadway and MSE wall repair work, and restoration such that permanent lane closures are no longer required under this Agreement for the performance on **NB I-294 from North of Devon Ave, M.P. 41.10** on Contract **RR-20-4530** on or before 11:59 p.m. on **September 24, 2020**.

S.P. 103.5 INTERIM COMPLETION DATE, SB I-294 OVER UP RR, M.P. 45.90

The Contractor shall have completed all roadway and noise abatement wall repair work, and restoration such that permanent lane closures are no longer required under this Agreement for the performance at **SB I-294 over UP RR, M.P. 45.90**, on Contract **RR-20-4530** on or before 11:59 p.m. on **October 18, 2020**.

S.P. 103.6 INTERIM COMPLETION DATE, SB I-294, SOUTH OF LAKE COOK RD, M.P. 52.45

The Contractor shall have completed all roadway and noise abatement wall work, and restoration such that permanent lane closures are no longer required under this Agreement for the performance on **SB I-294 from South of Lake Cook Rd, M.P. 52.45**, on Contract **RR-20-4530** on or before 11:59 p.m. on **October 24, 2020**.

S.P. 104 NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **August 20, 2020**. The Illinois Tollway will not issue the Notice to Proceed until all documents required by the

GENERAL NOTES

- PLAN DIMENSIONS AND DETAILS RELATIVE TO EXISTING STRUCTURE HAVE BEEN TAKEN FROM EXISTING PLANS AND ARE SUBJECT TO NOMINAL CONSTRUCTION VARIATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH DIMENSIONS AND DETAILS IN THE FIELD AND MAKE NECESSARY APPROVED ADJUSTMENTS PRIOR TO CONSTRUCTION OR ORDERING OF MATERIALS. SUCH VARIATIONS SHALL NOT BE CAUSE FOR ADDITIONAL COMPENSATION FOR A CHANGE IN THE SCOPE OF WORK. HOWEVER, THE CONTRACTOR WILL BE PAID FOR THE BID QUANTITY FURNISHED AT THE UNIT PRICE OF THE WORK.
- THE CONTRACTOR SHALL PROTECT AND RESTORE ANY PUBLIC AND PRIVATE PROPERTY AFFECTED BY REPAIR ACTIVITIES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO STARTING CONSTRUCTION. CONTACT J.L.L.L.L.E. 800-892-0123.
- CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM THE CONSTRUCTION PLANS FOR CONSTRUCTION PURPOSE. SCALES ARE SHOWN FOR INFORMATION ONLY.
- THE REPAIR TYPE AND QUANTITIES SHOWN ON PLANS ARE FOR INFORMATION PURPOSE ONLY. ACTUAL FIELD CONDITION MAY VARY AT THE TIME OF CONSTRUCTION. AREAS THAT ARE DISTRESSED AND SHALL BE REPAIRED WILL BE DETERMINED AND MARKED BY THE RESIDENT ENGINEER (RE).
- NO WORK OUTSIDE THE WORK DENOTED BY THE RE SHALL BE PERFORMED WITHOUT THE RE'S APPROVAL.
- THE STRESSES DEVELOPED IN THE PRECAST PANELS AND POSTS DURING SHIPPING, STORAGE, TRANSPORTATION AND ERECTION SHALL BE ACCOUNTED FOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ADDITIONAL REINFORCEMENT OR BRACING IF NECESSARY TO ADDRESS THESE ITEMS AS SUITABLE TO HIS OPERATIONS SUBJECT TO APPROVAL BY THE ENGINEER. COST INCLUDED WITH NOISE ABATEMENT WALL REPAIR NO. 1.
- THE CONTRACTOR SHALL VERIFY AND CONSIDER FOR HIS MEANS AND METHODS THE LOCATIONS OF OVERHEAD OBSTRUCTIONS SUCH AS UTILITIES AND OVERHEAD SIGN TRUSS PRIOR TO WALL ERECTION.
- THE CONTRACTOR SHALL SUBMIT A NOISE WALL CONSTRUCTION PLAN TO THE ENGINEER FOR APPROVAL, INCLUDING LOCATION(S), SIZE(S) AND TYPE(S) OF EQUIPMENT TO BE USED.
- FIELD TOLERANCE IS IN ACCORDANCE WITH THE ERECTOR'S MANUAL - STANDARDS & GUIDELINES FOR THE ERECTION OF PRECAST CONCRETE PRODUCTS - PER SECTION 8.2 OF THE PCI MANUAL (CURRENT EDITION) AND IN ACCORDANCE WITH PCI RECOMMENDED PRACTICE FOR ERECTION OF PRECAST CONCRETE & SECTION 8.3 OF THE PCI MANUAL (CURRENT EDITION).
- TEST CYLINDERS SHALL BE PREPARED FOR PANELS FORMED PER IDOT STANDARD SPECIFICATIONS.
- PANEL CAP SHALL BE SMOOTH FINISH WITH REVEALS. PANEL WILL HAVE 1/4" RANDOM ASHLAR RUSTICATED LIMESTONE FORM LINER FINISH ON EACH SIDE OF WALL (SEE PANEL DETAILS).
- THE MINIMUM REINFORCEMENT BAR COVER SHALL BE 1 1/2" FOR PRECAST CONCRETE PANELS.
- ALL REINFORCEMENT SHALL BE EPOXY COATED FOR PRECAST PANELS.
- PANELS SHALL BE INSTALLED PLUMB TO WITHIN 1/8" OF VERTICAL FOR EVERY 10'-0" OF HEIGHT AND TO WITHIN 1/2" OF THE DESIGNED ALIGNMENT.
- ALL LIFTING INSERTS CAST INTO THE PANELS OF EACH PANEL AT QUARTER POINTS AS SHOWN IN STEP (3) OF THE TYPICAL NOISE ABATEMENT WALL INSTALLATION SEQUENCE & PROCEDURES DETAIL.
- FORMS ARE TO VIBRATE BY EITHER INTERNAL OR EXTERNAL VIBRATORS.
- THE CONTRACTOR MAY REQUEST COPIES OF EXISTING CONSTRUCTION PLANS THAT ARE CURRENTLY ON FILE WITH THE ILLINOIS TOLLWAY. THE REQUEST SHALL BE IN WRITING WITH THE UNDERSTANDING THAT ANY REPRODUCTION COST WILL BE AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE ILLINOIS TOLLWAY.

- THE EXISTING STEEL SHALL BE SPOT CLEANED AND PAINTED IN THE AREAS AS SHOWN IN THE PLANS. EXISTING STRUCTURAL STEEL SHALL BE CLEANED AS REQUIRED BY THE SPECIAL PROVISION "CLEANING AND PAINTING CONTACT SURFACE AREAS OF EXISTING STEEL STRUCTURES". THE EXISTING STEEL SHALL BE CLEANED PER POWER TOOL CLEANING TO BARE METAL - SSPC-SP-11. THE COST OF THE CLEANING AND PAINTING IS INCIDENTAL TO THE COST OF F&E STRUCTURAL STEEL.
- THE EXISTING STEEL SHALL BE PAINTED USING AN APPROVED TWO-COAT PAINT SYSTEM, FROM AN APPROVED MANUFACTURER, CONSISTING OF AN EPOXY POLYAMIDE AS AN INTERMEDIATE COAT AND AN ALIPHATIC URETHANE AS A FINISH COAT. SELECT COLORS FOR THE INTERMEDIATE AND FINISH COAT BEFORE FABRICATION. THE COLOR OF THE FINISH COAT SHALL MATCH THE COLOR OF THE PRECAST CONCRETE PANEL. SHEETS SHALL BE PAINTED ON THE INSIDE SURFACE OF THE PANELS. DO NOT USE THE SYSTEM PRIMER COAT. DO NOT MIX COMPONENTS FROM DIFFERENT SYSTEMS. IF A WASH PRIMER IS USED, PROVIDE THE MANUFACTURER'S CERTIFICATION OF COMPATIBILITY WITH THE SELECTED PAINT SYSTEM. THE PAINT SYSTEM SHALL BE APPLIED ACCORDING TO THE APPLICABLE PORTIONS OF SECTION 506 AND THE PAINT MANUFACTURER'S RECOMMENDATIONS.

TOTAL BILL OF MATERIAL

SP	PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RECORDED QUANTITY
	502000100	STRUCTURE EXCAVATION	CU YD	19	
	505000405	FURNISHING AND ERECTING STRUCTURAL STEEL	POUND	8,300	
*	JTS03040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	1	
*	JTS03041	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 INCHES)	SQ FT	5	
*	JTS99044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE, AND RE-ERECTION	EACH	12	
*	JTS99046	REMOVAL AND REPLACEMENT OF PRECAST CONCRETE NOISE WALL PANEL SECTIONS	SQ FT	1,476	

DESIGN STRESSES

EXIST. FIELD UNITS
 fc = 3,500 psi (CAISSON CONCRETE)
 fy = 60,000 psi (REINFORCEMENT)
 fy = 50,000 psi (STRUCTURAL STEEL) (M270 GRADE 50)

EXIST. PRECAST UNITS
 fc = 6,000 psi (NOISE ABATEMENT WALL GROUND MOUNTED)
 fy = 60,000 psi (REINFORCEMENT)
 fy = 70,000 psi (WELDED WIRE FABRIC)

PROP. PRECAST UNITS
 fc = 6,000 psi (NOISE ABATEMENT WALL GROUND MOUNTED)
 fy = 60,000 psi (REINFORCEMENT)
 fy = 70,000 psi (WELDED WIRE FABRIC)

INDEX OF SHEETS

- 51-01 GENERAL PLAN AND ELEVATION
- 51-02 GENERAL NOTES, INDEX OF SHEETS AND TOTAL BILL OF MATERIAL
- 51-03 REPAIR TABLES
- 51-04 SUPPORTING BRACKET DETAILS
- 51-05 PANEL DETAILS
- 51-06 LOWER PANEL DETAILS

MATERIAL SPECIFICATIONS

PRECAST CONCRETE PANELS CLASS PC.
 fc = 6,000 PSI AT 28 DAYS
 DENSITY = 150 PCF

STEEL SUPPORTING BRACKETS:
 ASTM A709 (AASHTO M270)
 GRADE 50, fy = 50 KSI
 STEEL SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 (AASHTO M111) FOR CLEANING METHOD, PAINT SYSTEM AND COLOR, SEE NOTES 19 AND 20

PRECAST CONCRETE PANELS REINFORCING STEEL:
 ASTM A706 (AASHTO M270)
 fy = 60,000 PSI (EPOXY COATED)

SHIMS:
 VERSA-A-SHIM HIGH IMPACT PLASTIC SHIMS
 ASTM D792 & ASTM D695

LIFTING INSERTS:
 SHALL HAVE A FACTOR OF SAFETY OF 4:1.

STRUCTURAL CAULK:
 SIKADUR 51 NS FLEXIBLE EPOXY CONTROL-JOINT SEALER/ADHESIVE OR EQUIVALENT.
 CAULK SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION AND RECOMMENDATIONS.

NON-STRUCTURAL CAULK:
 SIKAPLEX 15 LM PER MANUFACTURER'S STANDARDS OR EQUIVALENT.

BACKER ROD:
 MILE HIGH FOAM PRODUCT SIZED PER BACKER ROD MANUFACTURING, INC. OR EQUIVALENT.

NAW SYSTEM COLOR:
 HC-149 SIBERIAN HAZE AS PRODUCED BY H & C CONCRETE COATINGS.

SEQUENCE OF CONSTRUCTION

- TEMPORARILY SUPPORT EXISTING PANELS AT QUARTER POINTS
- EXCAVATE SOIL BEHIND AND IN FRONT OF THE EXISTING COLUMNS WHILE MAKING SURE TO AVOID DISTURBING THE TEMPORARY PANEL SUPPORTS
- INSTALL PROPOSED SUPPORTING STEEL BRACKET ASSEMBLY
- ADJUST BOLTS ON SUPPORTING BRACKETS TO SUPPORT THE EXISTING PANEL AT EXISTING ELEVATION
- REMOVE AND STORE TOP PANELS AT LOCATIONS SPECIFIED IN THE PLANS
- REMOVE BOTTOM PANELS AT LOCATION SPECIFIED IN THE PLANS
- INSTALL NEW BOTTOM PANELS
- RE-ERECT TOP PANELS

PANEL INSTALLATION NOTES

- INSTALL LOWER PANEL BETWEEN POST FLANGES
- PLACE STRUCTURAL CAULK AND BACKER ROD BETWEEN THE EXISTING STEEL CLIP ANGLES THAT RESTRAINS THE PANEL HORIZONTAL MOVEMENT
- PLACE 4"x4"x1/2" PLASTIC SHIMS ABOVE BOTTOM PANEL
- RE-ERECT TOP PANEL
- PLACE STRUCTURAL CAULK AND BACKER ROD BETWEEN UPPER PANEL AND EXISTING STEEL CLIP ANGLES
- CAULK JOINT BETWEEN UPPER AND LOWER PANELS WITH NON-STRUCTURAL CAULK OR WITH EQUIVALENT JOINT TAPE SUCH THAT NO LIGHT IS VISIBLE THROUGH WALL



DRAWN BY: KJD DATE: 05/05/2020
 CHECKED BY: M. MAI DATE: 05/05/2020

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

NO.	DATE	REVISION DESCRIPTION
1	5/04/2020	ADDENDUM 2

CONTRACT NO. RR-20-4530
 NAW - 1S41.02R SB
 GEN. NOTES, INDEX OF SHEETS & TBOM

SI-02
 DRAWING NO.
 29 OF 78

SCHEDULE OF RECOMMENDED SUPPORTING BRACKET ASSEMBLY

COLUMN NO.	REPAIR WORK/RECOMMENDATION**	50200100 (CU. YD.)
C1	PROPOSED SUPPORT BRACKET	0.59
C2	PROPOSED SUPPORT BRACKET	0.59
C3	PROPOSED SUPPORT BRACKET	0.59
C4	PROPOSED SUPPORT BRACKET	0.59
C5	PROPOSED SUPPORT BRACKET	0.59
C6	PROPOSED SUPPORT BRACKET	0.59
C7	PROPOSED SUPPORT BRACKET	0.59
C8	PROPOSED SUPPORT BRACKET	0.59
C9	PROPOSED SUPPORT BRACKET	0.59
C10	PROPOSED SUPPORT BRACKET	0.59
C11	PROPOSED SUPPORT BRACKET	0.59
C12	PROPOSED SUPPORT BRACKET	0.59
C13	PROPOSED SUPPORT BRACKET	0.59
C14	PROPOSED SUPPORT BRACKET	0.59
C15	PROPOSED SUPPORT BRACKET	0.59
C16	PROPOSED SUPPORT BRACKET	0.59
C17	PROPOSED SUPPORT BRACKET	0.59
C18	PROPOSED SUPPORT BRACKET	0.59
C19	PROPOSED SUPPORT BRACKET	0.59
C20	TYPE (3) & PROPOSED SUPPORT BRACKET	0.59
C21	PROPOSED SUPPORT BRACKET	0.59
C22	PROPOSED SUPPORT BRACKET	0.59
C23	PROPOSED SUPPORT BRACKET	0.59
C24	PROPOSED SUPPORT BRACKET	0.59
C25	PROPOSED SUPPORT BRACKET	0.59
C26	PROPOSED SUPPORT BRACKET	0.59
C27	PROPOSED SUPPORT BRACKET	0.59
C28	PROPOSED SUPPORT BRACKET	0.59
C29	PROPOSED SUPPORT BRACKET	0.59
C30	PROPOSED SUPPORT BRACKET	0.59
C31	PROPOSED SUPPORT BRACKET	0.59
C32	PROPOSED SUPPORT BRACKET	0.59
C33	PROPOSED SUPPORT BRACKET	0.59
TOTAL		19

** SEE SHEET S1-04 FOR WORK ACTIVITIES

SCHEDULE OF RECOMMENDED PANEL REPAIRS

PANEL NO.	TYPE	AREA (SQ. FT)	ITS03040 (SQ. FT)	ITS03041 (SQ. FT)	ITS99044 (EACH)	ITS99046 (SQ. FT)
1	REMOVE AND REPLACE EXISTING LOWER PANEL*	66			1	66
2	REMOVE AND REPLACE EXISTING LOWER PANEL*	60			1	60
3						
4	REMOVE AND REPLACE EXISTING LOWER PANEL*	143			1	143
5	TYPE (1)	1				
6	REMOVE AND REPLACE EXISTING LOWER PANEL*	143			1	143
7	REMOVE AND REPLACE EXISTING LOWER PANEL*	143			1	143
8	REMOVE AND REPLACE EXISTING LOWER PANEL*	143			1	143
9						
10	REMOVE AND REPLACE EXISTING LOWER PANEL*	143			1	143
11	REMOVE AND REPLACE EXISTING LOWER PANEL*	143			1	143
12						
13	TYPE (1)	1				
14						
15						
16	TYPE (1)	1				
17						
18	TYPE (2)					
19	TYPE (1)	1				
20						
21	REMOVE AND REPLACE EXISTING LOWER PANEL*	123			1	123
22						
23						
24	TYPE (1)	1				
25	REMOVE AND REPLACE EXISTING LOWER PANEL*	123			1	123
26						
27						
28	REMOVE AND REPLACE EXISTING LOWER PANEL*	123			1	123
29						
30	REMOVE AND REPLACE EXISTING LOWER PANEL*	123			1	123
31						
32						
TOTAL			5	12		1476

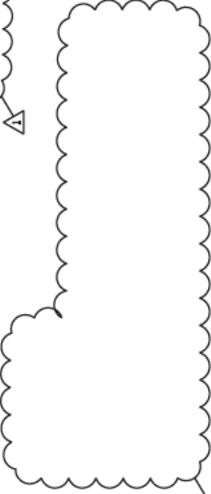
* REMOVAL OF UPPER PANEL REQUIRED TO ACCESS LOWER PANEL WILL BE PAID FOR AS NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND REERCTION (ITS99044). REPLACING EXISTING LOWER PANELS WILL BE PAID FOR AS REMOVAL AND REPLACEMENT OF PRECAST CONCRETE NOISEWALL PANEL SECTIONS (ITS99046).

REPAIR NOTES

REPAIR TYPE DESCRIPTION OF WORK

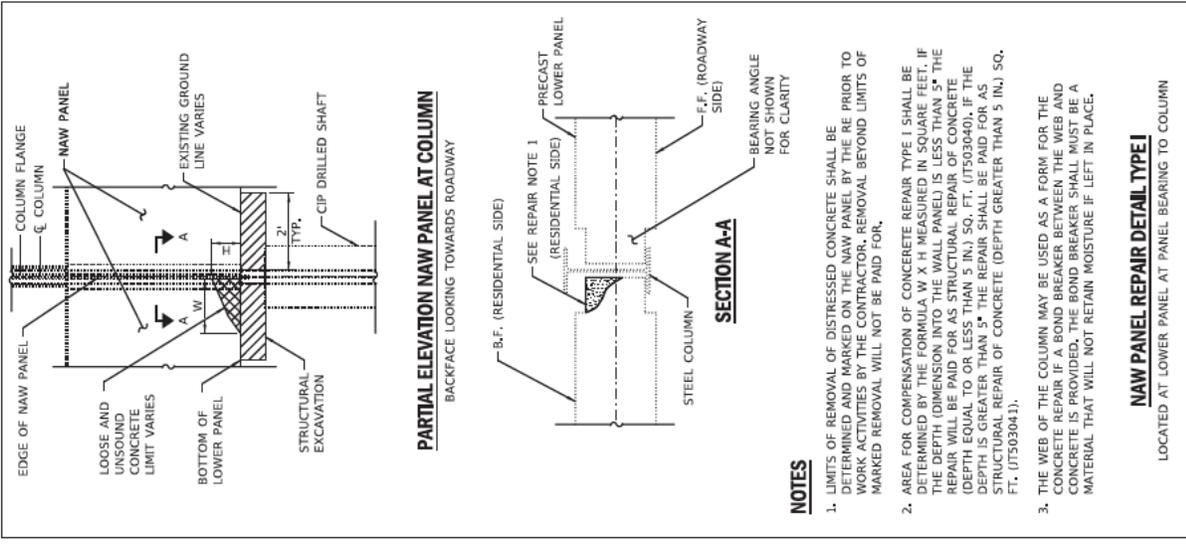
- TYPE (1) REPAIR CORNER OF PANEL PER DETAILS SHOWN ON THIS SHEET WITH STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.) (ITS03041).
- TYPE (2) REMOVE LOOSE OR DELAMINATED CONCRETE AND REPAIR WITH STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.) (ITS03040).
- TYPE (3) REPLACE MISSING BACKER ROD AND CAULK. COST OF BACKER ROD AND CAULK SHALL BE INCLUDED IN COST OF REMOVAL AND REPLACEMENT OF PRECAST CONCRETE NOISE WALL PANEL SECTIONS (ITS99046).

COLOR: MATCH EXISTING PANEL COLOR



LEGEND

- [Hatched Box] STRUCTURAL EXCAVATION
- [Cross-hatched Box] LOOSE AND UNSOUND CONCRETE
- [Dotted Box] B.F. BACK FACE
- [Solid Box] F.F. FRONT FACE



PARTIAL ELEVATION NAW PANEL AT COLUMN

BACKFACE LOOKING TOWARDS ROADWAY

NOTES

- LIMITS OF REMOVAL OF DISTRESSED CONCRETE SHALL BE DETERMINED AND MARKED ON THE NAW PANEL BY THE RE PRIOR TO WORK ACTIVITIES BY THE CONTRACTOR. REMOVAL BEYOND LIMITS OF MARKED REMOVAL WILL NOT BE PAID FOR.
- AREA FOR COMPENSATION OF CONCRETE REPAIR TYPE 1 SHALL BE DETERMINED BY THE FORMULA W X H MEASURED IN SQUARE FEET. IF THE DEPTH (DIMENSION INTO THE WALL PANEL) IS LESS THAN 5" THE REPAIR WILL BE PAID FOR AS STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.) SQ. FT. (ITS03040). IF THE DEPTH IS GREATER THAN 5" THE REPAIR SHALL BE PAID FOR AS STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.) SQ. FT. (ITS03041).
- THE WEB OF THE COLUMN MAY BE USED AS A FORM FOR THE CONCRETE REPAIR IF A BOND BREAKER BETWEEN THE WEB AND CONCRETE IS PROVIDED. THE BOND BREAKER SHALL MUST BE A MATERIAL THAT WILL NOT RETAIN MOISTURE IF LEFT IN PLACE.

NAW PANEL REPAIR DETAIL TYPE I

LOCATED AT LOWER PANEL AT PANEL BEARING TO COLUMN

DRAWN BY: KJD DATE: 05/05/2020
 CHECKED BY: MI, MAI DATE: 05/05/2020



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

NO. DATE REVISIONS DESCRIPTION
 1 5/04/2020 ADD COLUMN 2

CONTRACT NO. RR-20-4530
 NAW - TS41-02R_SB
 REPAIR TABLES

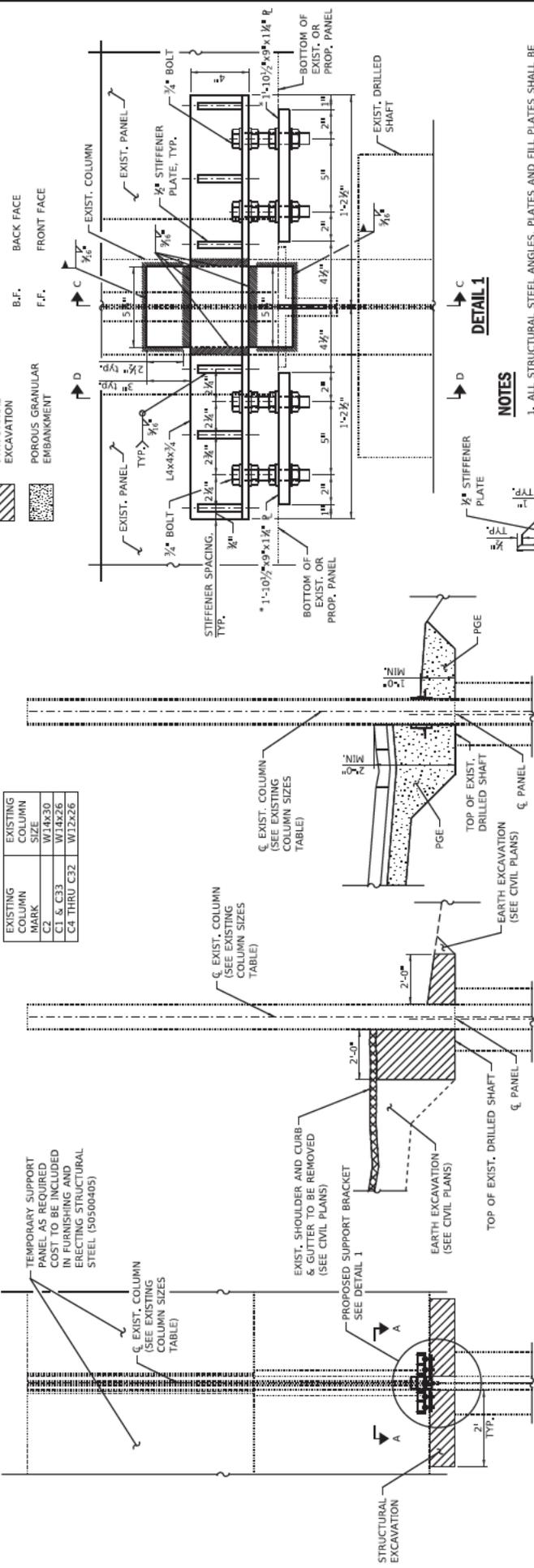
SI-03
 DRAWING NO. 30 OF 78

EXISTING COLUMN SIZES TABLE

EXISTING COLUMN MARK	EXISTING COLUMN SIZE
C1 & C2	W14x30
C3	W14x26
C4 THRU C32	W12x26

LEGEND

	STRUCTURAL EXCAVATION
	POROUS GRANULAR EMBANKMENT
	SHOULDER OR GUTTER REMOVAL (SEE CIVIL PLANS)
	B.F.
	F.F.

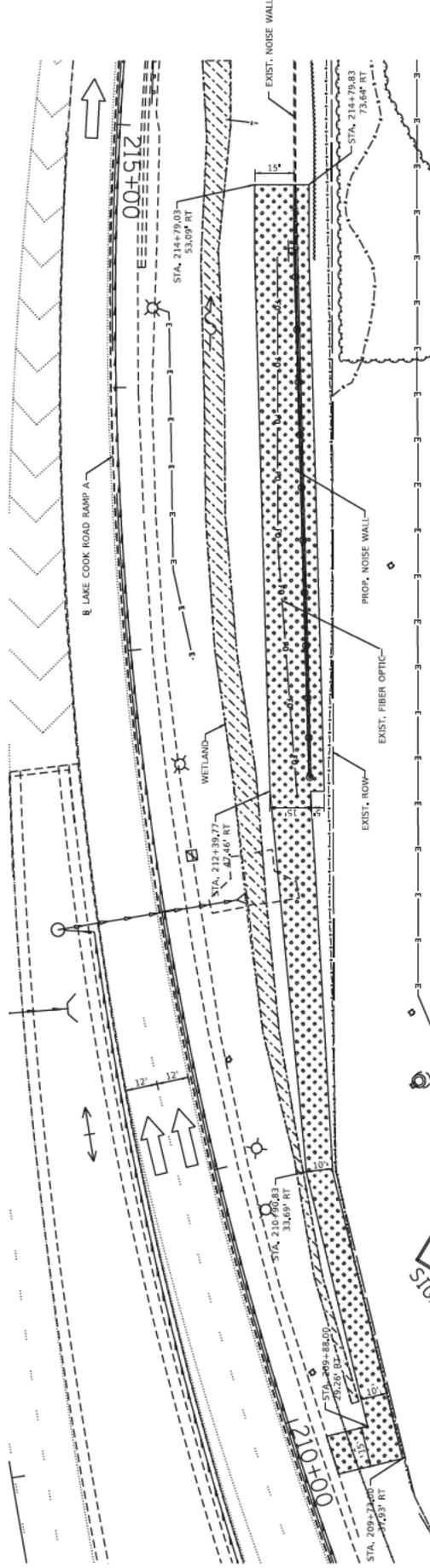


NOTES

- ALL STRUCTURAL STEEL ANGLES, PLATES AND FILL PLATES SHALL BE AASHTO M270, GRADE 50 - GALVANIZED.
- HS BOLTS SHALL BE $\frac{3}{8}$ " @ ASTM A325 GALVANIZED.
- NEW STEEL BRACKETS SHALL BE WELDED TO THE EXISTING POSTS. COST OF THE FIELD WELDING IS INCLUDED WITH THE COST OF F&E STRUCTURAL STEEL. EXISTING STRUCTURAL STEEL THAT WILL BE IN CONTACT WITH NEW STRUCTURAL STEEL SHALL BE CLEANED AND PAINTED PRIOR TO ERECTION AS REQUIRED BY THE SPECIAL PROVISION "CLEANING AND PAINTING CONTACT SURFACE AREAS OF EXISTING STEEL STRUCTURES". THE EXISTING STEEL COLUMN SHALL BE CLEANED PER POWER TOOL CLEANING TO BARE METAL - SSPC-SP-11 IN THE AREAS OF THE NEW STEEL BRACKETS.
- THE EXISTING STEEL SHALL BE PAINTED USING AN APPROVED TWO-COAT PAINT SYSTEM, FROM AN APPROVED MANUFACTURER, CONSISTING OF AN EPOXY POLYAMIDE AS AN INTERMEDIATE COAT AND AN ALIPHATIC URETHANE AS A FINISH COAT. SELECT COLORS FOR THE INTERMEDIATE AND FINISH COAT BEFORE FABRICATION. THE COLOR OF THE FINISH COAT SHALL MATCH THE COLOR OF THE PRECAST CONCRETE PANELS. SHERWIN-WILLIAMS 7633: TAUPE TONE 2486-C4 (PA00A990 HEA COLOR CODE) OR EQUIVALENT SHALL BE USED FOR THE INTERMEDIATE COAT. SHERWIN-WILLIAMS 7633: WASH BROMER IS USED FOR FINISH COAT. THE PAINT SYSTEM SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S CERTIFICATION OF COMPATIBILITY WITH THE SELECTED PAINT SYSTEM. THE PAINT SYSTEM SHALL BE APPLIED ACCORDING TO THE APPLICABLE PORTIONS OF SECTION 506 AND THE PAINT MANUFACTURER'S RECOMMENDATIONS.
- NO STEEL BRACKETS ARE NEEDED ON COLUMNS C1 AND C33. SHIMS SHALL BE USED TO SUPPORT THE PANELS AT THESE COLUMN LOCATIONS. COST OF SHIMS ARE INCLUDED IN THE COST OF FURNISHING AND ERECTING STRUCTURAL STEEL.

ENTIRE SHEET HAS BEEN REVISED

DRAWN BY: AMI CHECKED BY: MI, MAI	DATE: 05/05/2020 DATE: 05/05/2020	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515	REVISIONS NO. DATE DESCRIPTION 1 5/04/2020 ADDENDUM 2	CONTRACT NO. RR-20-4530 NAW - TS41.02N, SB SUPPORTING BRACKET DETAILS	SI-04 DRAWING NO. 31 OF 78
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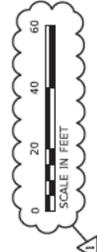
LANDSCAPE LEGEND



- SEEDING CLASS 4N (25000312)
- SEEDING CLASS 5 (15240320)
- HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING (10251015)
- NITROGEN FERTILIZER NUTRIENT (25000400)
- POTASSIUM FERTILIZER NUTRIENT (25000600)
- TOPSOIL FURNISH AND PLACE, 6" (1021126)



EXISTING DITCH FLOW



DRAWN BY KJD	DATE	05/05/2020	CONTRACT NO. RR-20-4530	LSC4-01
	CHECKED BY	JMG		
			NAW - T552.45N, SB(R) LANDSCAPE PLAN	DRAWING NO. 71 OF 78
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515		REVISIONS NO. DATE DESCRIPTION 1 5/04/2020 ADDENDUM 2		

Manage Registrations: Contract RR-20-4530 and RR-20-9221 Opt

Event on Friday, May 1, 2020 10:00 am

Pending (0)	Approved (12)	Rejected (0)	All (12)
-------------	---------------	--------------	-----------------

Maximum registrations allowed: 10000 Total registrations: 12

First Name	Last Name	Email Address	ID	Registration Date
Meiyu	Liu	mliu@getipass.com		4/29/20 1:43 pm
Sherita	Kelly	skelly@getipass.com		4/29/20 1:54 pm
Jeremy	Weiland	jweiland@weoneil.com		4/30/20 1:38 pm
Yordan	Ivanov	yordan@hmcco.net		5/1/20 9:27 am
James	Kowalewski	jkowalewski@fhpaschen.com		5/1/20 9:51 am
Bill	Seeman	bseeman@roadsafetraffic.com		5/1/20 9:57 am
Brenden	O'Donnell	bodonnell@weoneil.com		5/1/20 9:58 am
bruce	Thomas	bthomas@weoneil.com		5/1/20 10:00 am
Brett	Buscher	bbuscher@weoneil.com		5/1/20 10:03 am
Jordan	Kim	jkim@getipass.com		5/1/20 10:03 am
847Rob	Buerer	rob@markingspecialists.net		5/1/20 10:05 am
Scott	Kline	skline@acpavement.net		5/1/20 10:12 am

[Go Back](#)

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

The following responses to perspective bidder questions are provided:

Question 1: Item JT503040 & JT503041 – Structural repair of Concrete. The contract special provisions indicate that repairs shall be made using concrete or shotcrete, however plan sheet S1-03 indicates that a type 1 repair shall be made using Epoxy Grout. Furthermore, Tollway Supplemental Issued 04/2019 section 105.05 is unclear whether Special Provisions take precedence over the Contract Plans, as they have in the past.

Response 1: The notes on sheet S1-03 have been revised to remove reference to Epoxy Grout.

Question 2: We make specialty highway noise abatement (absorbing, deflecting, or diffusing) walls. Modular, lightweight, steel, powder coated to any color texture. Our company is registered on the IDOT website. I need clarification please on how to bid on the project(s). Simply join Bidbuy, and purchase the plans? Or is there more that I need to do...

Response 2: For assistance with registering in BidBuy or submitting electronic bids, please contact the BidBuy Vendor Help Desk at: il.bidbuy@illinois.gov and /or phone: 866-455-2897

Question 3: Please confirm the scales on sheets LSC4-01 & ESC4-01 are correct as the scales in bottom left of the pages don't align with dimensions that are on the pages which is leading to a takeoff discrepancy. Most of the sheets have a scale that goes 0'-150' these two pages have 0'-60'.

Response 3: The scale on the noted sheets have been revised. The revised sheets are included in this addendum.

Question 4: Please clarify if all concrete repairs for NAW-TS41.02R are at the bottom of the wall. (S1-03 or 30-78).

Response 4: The primary location of concrete distress is at the bottom of the wall; other locations may be identified in the field during construction by resident engineer who can direct their repair.

Question 5: Article 108.01 of the Illinois Tollway Supplemental Specifications requires a minimum of 35% of the work to be self-performed. Due to the low number of trades involved in

this project, please confirm the 35% requirement is in effect on this project and has not been reduced.

Response 5: Requirements of Article 108.01 of the Illinois Tollway Supplemental Specification have not been revised.

Question 6: Federal Employers Liability Act Coverage (FELA), as this federal act is known, provides employees of interstate railroads with a negligence remedy for on-the-job injury without having to overcome employer defenses of assumption of risk or fellow servant liability. Does this apply to this contract? If so, what are the limits?

Response 6: FELA does not apply to this contract.

Question 7: "Maintenance of Traffic Typical Sections" are not provided for any of the three locations for this project this is very unusual.

Response 7: Standard lane and/or shoulder are specified, see plan views for lane and shoulder widths.

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-20-4530
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 4/28/2020

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30:00 A.M. local time, **May 12, 2020**.

NOTES:

NOTICE OF REVISION TO CONTRACT

1. **The optional pre-bid meeting date has been updated.** An optional pre-bid meeting will be held through WebEx on May 1, 2020 at 10:00 a.m. local time. Question due date changed from April 22, 2020 to May 4, 2020. Replace A-1 with the attached page A-1R.

Pre-bid meeting date:

Friday, May 1, 2020 10:00 am | 30 minutes | (UTC-05:00) Central Time (US & Canada)

Meeting number: 288 953 114

Password: 4530

WebEx link which is as follows:

<https://illinois2.webex.com/illinois2/onstage/g.php?MTID=e4a9e7772c8893061e5c4d5abb3888160>

Join by video system: 288953114@illinois2.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Audio conference:

To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code.

US Toll +1-415-655-0003

Access code: 288 953 114

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and Information for

CONTRACT NO: RR-20-4530

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy, the State of Illinois eProcurement System, until 10:30:00 a.m., local time, May 12, 2020. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>.

An optional pre-bid meeting is scheduled for May 1, 2020 at 10:00 a.m. local time through WebEx seminar.

The work to be done under this contract shall be started on or about August 20, 2020. All work under this Contract shall be completed by June 21, 2021. The location of services to be performed on the Tri-State Tollway (I-294) between Mile Post 41.0 and Mile Post 52.45; in Cook County, Illinois. The scope of the work shall consist of MSE and Noise Wall rehabilitation & NAW extension and miscellaneous roadway and drainage improvements. The work under this contract includes, but is not limited to:

- 1) Noise Abatement Wall Repairs, ground mounted, SB I-294, between Higgins Rd and Devon Ave, M.P. 41.02
- 2) Mechanically Stabilized Earth (MSE) Retaining Wall Repairs, NB I-294, North of Devon Avenue, Mile Post 41.10
- 3) Noise Abatement Wall Repairs, structure mounted, on the west side of the bridge deck on the structure carrying SB I-294 over UP RR (Illinois Tollway Bridge No. 324, IDOT SN 016-9752) M.P. 45.90
- 4) New Noise Abatement Wall, ground mounted, SB I-294, South of Lake Cook Road, Mile Post 52.45
- 5) Drainage modifications
- 6) Site restoration
- 7) Maintenance of Traffic during construction operations (COOK).

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

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

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

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

There are NO EXCEPTIONS.

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention Eduardo.Flores@getipass.com, to be received no later than 10:00 a.m. local time on May 4, 2020.

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

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

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

DATE: April 28, 2020

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PART I - INSTRUCTIONS

Bid Schedule and Information

A-1

Construction Bid Checklist

CL-1 – CL-3

Instruction and information to Bidders

I-1 – I-10

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and Information for

CONTRACT NO: RR-20-4530

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy, the State of Illinois eProcurement System, until 10:30:00 a.m., local time, May 12, 2020. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>.

An optional pre-bid meeting is scheduled for May 1, 2020 at 10:00 a.m. local time through WebEx seminar.

The work to be done under this contract shall be started on or about August 20, 2020. All work under this Contract shall be completed by June 21, 2021. The location of services to be performed on the Tri-State Tollway (I-294) between Mile Post 41.0 and Mile Post 52.45; in Cook County, Illinois. The scope of the work shall consist of MSE and Noise Wall rehabilitation & NAW extension and miscellaneous roadway and drainage improvements. The work under this contract includes, but is not limited to:

- 1) Noise Abatement Wall Repairs, ground mounted, SB I-294, between Higgins Rd and Devon Ave, M.P. 41.02
- 2) Mechanically Stabilized Earth (MSE) Retaining Wall Repairs, NB I-294, North of Devon Avenue, Mile Post 41.10
- 3) Noise Abatement Wall Repairs, structure mounted, on the west side of the bridge deck on the structure carrying SB I-294 over UP RR (Illinois Tollway Bridge No. 324, IDOT SN 016-9752) M.P. 45.90
- 4) New Noise Abatement Wall, ground mounted, SB I-294, South of Lake Cook Road, Mile Post 52.45
- 5) Drainage modifications
- 6) Site restoration
- 7) Maintenance of Traffic during construction operations (COOK).

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

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

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

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

There are NO EXCEPTIONS.

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention Eduardo.Flores@getipass.com, to be received no later than 10:00 a.m. local time on May 4, 2020.

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

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

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DATE: April 28, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and Information for

CONTRACT NO: RR-20-4530

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Information on the optional pre-bid meeting will be sent out via an addendum. For assistance with registering in BidBuy or submitting electronic bids, please contact the BidBuy Vendor Help Desk at: il.bidbuy@illinois.gov and /or phone: 866-455-2897.

The work to be done under this contract shall be started on or about August 20, 2020. All work under this Contract shall be completed by June 21, 2021. The location of services to be performed on the Tri-State Tollway (I-294) between Mile Post 41.0 and Mile Post 52.45; in Cook County, Illinois. The scope of the work shall consist of MSE and Noise Wall rehabilitation & NAW extension and miscellaneous roadway and drainage improvements. The work under this contract includes, but is not limited to:

- 1) Noise Abatement Wall Repairs, ground mounted, SB I-294, between Higgins Rd and Devon Ave, M.P. 41.02
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Bidders may be required to be pre-qualified by the Illinois Department of Transportation (IDOT).

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

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

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

There are NO EXCEPTIONS.

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention Eduardo.Flores@getipass.com, to be received no later than 2:00 p.m. local time on April 22, 2020.

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

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

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

DATE: April 7, 2020

Documents Required with the Bid

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

Required Documents	Reference Volume I	Comments and Important Information	Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more pages)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive. If a Joint Venture, must be submitted for each Joint Venture Partner	
Disadvantaged Business Enterprise <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • 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.	

Bid Bond, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.	
Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	
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	
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	
State Board of Elections	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner	

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

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

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

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

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

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. BID GUARANTY

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

7. WAGE STIPULATIONS

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

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

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

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

AMENDMENTS TO PREVAILING WAGE LAW

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

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

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

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

8. **NON-COLLUSION AFFIDAVIT**

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

9. **QUALIFICATIONS OF BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **TOLLWAY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **RESERVED**

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

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

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

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

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

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

Email: eec.legalstaff@illinois.gov

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

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

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

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

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

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

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

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

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- **CONSTRUCTIONWORKS PROGRAM**

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

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

- **EARNED CREDIT PROGRAM**

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

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

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

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

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

31. **REPORTING OF COMMUNICATIONS WITH VENDORS**

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

32. **INITIAL CONTACT INFORMATION**

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

33. **WEB-BASED PROJECT MANAGEMENT**

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

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

34. **SUBCONTRACTOR DISCLOSURE**

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

35. **PROCUREMENT COMPLIANCE MONITORS**

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

36. **PUBLICITY**

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

37. **RESPONSIBLE BIDDER AFFIDAVIT**

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

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

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

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

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

39. **RECORD RETENTION AND AUDIT**

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

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

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

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

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

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

40. **INSPECTOR GENERAL**

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

41. **ACCEPTANCE OF SCANNED SIGNATURES**

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

42. **EXPATRIATED ENTITIES**

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

PART II: Bid Requirements

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

Cook County Prevailing Wage Rates posted on 1/28/2020

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

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

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

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-20-4530

Bids will be received electronically via BidBuy, the State of Illinois eProcurement system. All Bids must be received by 10:30:00 a.m. local time, May 12, 2020. The system will not accept Bids after the deadline. Bid results will be posted after Bids are reviewed.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: MSE and Noise Wall rehabilitation & NAW extension and miscellaneous roadway and drainage improvements. The work under this contract includes, but is not limited to: Noise Abatement Wall Repairs, ground mounted, SB I-294, between Higgins Rd and Devon Ave, M.P. 41.02; Mechanically Stabilized Earth (MSE) Retaining Wall Repairs, NB I-294, North of Devon Avenue, Mile Post 41.10; Noise Abatement Wall Repairs, structure mounted, on the west side of the bridge deck on the structure carrying SB I-294 over UP RR (Illinois Tollway Bridge No. 324, IDOT SN 016-9752) M.P. 45.90; New Noise Abatement Wall, ground mounted, SB I-294, South of Lake Cook Road, Mile Post 52.45; Drainage modifications; Site restoration; and Maintenance of Traffic during construction operations (COOK).

The services will be performed within the: Tri-State Tollway (I-294) between Mile Post 41.0 and Mile Post 52.45; in Cook County, Illinois.

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

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

Addendum No. 1 Date 4-28-20

Addendum No. 2 Date 5-4-20

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 Tollway for \$_____, with a corporate surety authorized to do business in the State of Illinois.

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its bid for the construction of The Illinois State Toll Highway Authority **Contract RR-20-4530**, hereby stipulates that, if awarded a contract on said bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a contract be entered into under said bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said contract as provided by law.

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

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

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

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

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

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

The undersigned is (check one)

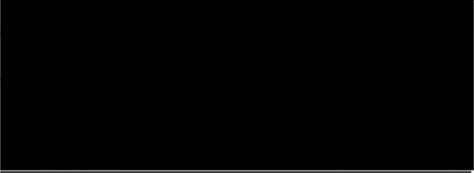
an individual

a Partnership

a Corporation under the laws of the State of Illinois

having principal office at 1200 Basket Dr. Elgin, IL 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 6 day of May, 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:

Robert Kutrowatz

President

Dennis Kutrowatz

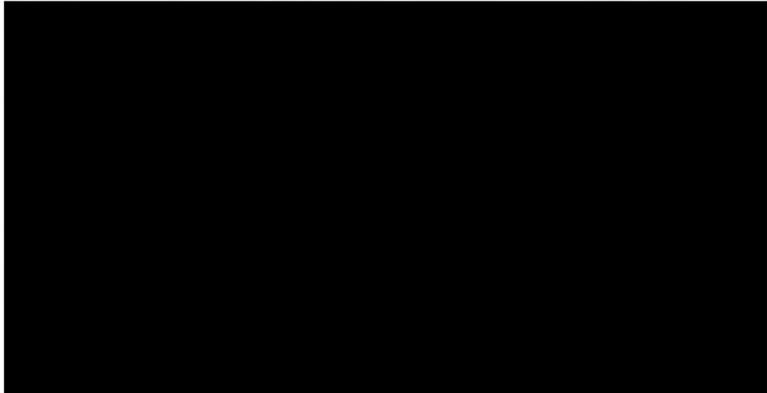
Vice-President

Jerry Kutrowatz

Secretary

Tony Geschke

Treasurer



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-20-4530 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	20200100	EARTH EXCAVATION	CU YD	890	\$65.00	\$57,850.00
	20800150	TRENCH BACKFILL	CU YD	36	\$120.00	\$4,320.00
	25000312	SEEDING, CLASS 4A	ACRE	0.75	\$2,800.00	\$2,100.00
**	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	32	\$4.00	\$128.00
**	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	94	\$4.00	\$376.00
*	42001300	PROTECTIVE COAT	SQ YD	216	\$6.00	\$1,296.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	135	\$22.00	\$2,970.00
	44000400	GUTTER REMOVAL	FOOT	987	\$6.00	\$5,922.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	39	\$12.00	\$468.00
	44000600	SIDEWALK REMOVAL	SQ FT	135	\$5.00	\$675.00
	44004250	PAVED SHOULDER REMOVAL	SQ YD	1,005	\$18.00	\$18,090.00
	50157300	PROTECTIVE SHIELD	SQ YD	98	\$115.00	\$11,270.00
	50200100	STRUCTURE EXCAVATION	CU YD	19.0	\$119.00	\$2,261.00
	50500405	FURNISHING AND ERECTING STRUCTURAL STEEL	POUND	9,410	\$14.00	\$131,740.00
	52100510	ANCHOR BOLTS, 3/4"	EACH	172	\$100.00	\$17,200.00
	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	81	\$95.00	\$7,695.00
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	23	\$425.00	\$9,775.00
	60250200	CATCH BASINS TO BE ADJUSTED	EACH	10	\$600.00	\$6,000.00
	60260100	INLETS TO BE ADJUSTED	EACH	1	\$600.00	\$600.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
TRI-STATE TOLLWAY (I-294)
M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	39	\$55.00	\$2,145.00
	60615400	PAVED DITCH, TYPE A-15	FOOT	340	\$72.00	\$24,480.00
	70100450	TRAFFIC CONTROL AND PROTECTION, STANDARD 701201	L SUM	1	\$1.00	\$1.00
	70102632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701802	L SUM	1	\$5,000.00	\$5,000.00
	70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	L SUM	1	\$1.00	\$1.00
	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	\$1.00	\$1.00
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	12,750	\$1.20	\$15,300.00
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	225	\$2.40	\$540.00
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	2	\$9,500.00	\$19,000.00
	70600360	IMPACT ATTENUATORS, RELOCATE (SEVERE USE), TEST LEVEL 3	EACH	1	\$2,800.00	\$2,800.00
*	X0323819	NOISE ABATEMENT WALL, PRECAST CONCRETE	SQ FT	3,226	\$69.00	\$222,594.00
*	X6640590	CHAIN LINK FENCE POST SLEEVE REPAIR	EACH	1	\$200.00	\$200.00
*	J1211126	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	4,045	\$9.00	\$36,405.00
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	300	\$10.00	\$3,000.00
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	7,628	\$2.70	\$20,595.60
*	J1282010	SUBGRADE FILTER FABRIC	SQ YD	1,219	\$3.00	\$3,657.00
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	1,005	\$85.00	\$85,425.00
*	J1602040	CATCH BASIN, TYPE G-3	EACH	2	\$5,600.00	\$11,200.00
*	J1606020	GUTTER, TYPE G-3	FOOT	32	\$55.00	\$1,760.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
TRI-STATE TOLLWAY (I-294)
M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	J1606030	GUTTER, TYPE G-3, MODIFIED	FOOT	631	\$50.00	\$31,550.00
*	J1664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	50	\$40.00	\$2,000.00
*	J1704000	TEMPORARY CONCRETE BARRIER	FOOT	1,575	\$23.00	\$36,225.00
*	J1704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	850	\$5.00	\$4,250.00
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	174	\$20.00	\$3,480.00
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	3	\$3,000.00	\$9,000.00
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	10	\$300.00	\$3,000.00
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	2	\$1,200.00	\$2,400.00
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	22	\$85.00	\$1,870.00
**	JS250320	SEEDING, CLASS 5	ACRE	0.75	\$6,500.00	\$4,875.00
**	JS250350	SEEDING, CLASS 7	ACRE	0.95	\$2,000.00	\$1,900.00
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	6	\$1,200.00	\$7,200.00
**	JS280050	SILT FENCE	FOOT	1,135	\$5.00	\$5,675.00
**	JS280051	RE-ERECT SILT FENCE	FOOT	309	\$5.00	\$1,545.00
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	188	\$38.00	\$7,144.00
**	JS280100	SUPER SILT FENCE	FOOT	754	\$12.00	\$9,048.00
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.15	4,400	\$660.00
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	1	\$260.00	\$260.00
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	21	\$260.00	\$5,460.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	6	\$2,600.00	\$15,600.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$78,000.00	\$78,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	\$102,500.00	\$102,500.00
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1	\$16,000.00	\$16,000.00
*	JT202009	NON-SPECIAL WASTE DISPOSAL (TYPE 1)	CU YD	60	\$85.00	\$5,100.00
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	470	\$65.00	\$30,550.00
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	0.35	\$2,700.00	\$945.00
*	JT503040	STRUCTURE REPAIR OF CONCRETE (DEPTH EQUAL OR LESS THAN 5 IN.)	SQ FT	1	\$600.00	\$600.00
*	JT503041	STRUCTURE REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	5	\$650.00	\$3,250.00
*	JT503100	FIBER WRAP REPAIR	SQ FT	55	\$132.00	\$7,260.00
*	JT599044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION	EACH	12	\$1,500.00	\$18,000.00
*	JT599046	REMOVAL AND REPLACEMENT OF PRECAST CONCRETE NOISE WALL PANEL SECTIONS	SQ FT	2,326	\$45.00	\$104,670.00
*	JT669030	EARTHWORK CONSTRUCTION PLANS	L SUM	1	\$2,200.00	\$2,200.00
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1	\$1,700.00	\$1,700.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	20	\$5.00	\$100.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	500	\$8.00	\$4,000.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	3	\$100.00	\$300.00
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	10	\$150.00	\$1,500.00
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	2	\$400.00	\$800.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT No - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM No	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$10,000.00	\$10,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	\$1.00	\$20,000
*	JT154044	CONTRACT ALLOWANCE FOR UNSUITABLE SOIL AND HAZARDOUS WASTE REMOVAL	UNIT	20,000	\$1.00	\$20,000
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	\$1.00	\$25,000
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	15,000	\$1.00	\$15,000
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOURLY		15.00	
	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(f)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		NOTE 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	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)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(6,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT No - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM No	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(6,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(6,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(6,000.00)	
	999NEG60	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.6	CAL DAY		(6,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)					90,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						\$ 1,406,299.20
ECP BID CREDIT						\$ 30,000.00
AWARD CRITERIA						\$ 1,376,299.20

- * SPECIAL PROVISION
- ** TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- *** IDOT RECURRING SPECIAL PROVISION
- BDE IDOT BDE SPECIAL PROVISION
- GBSP IDOT GUIDE BRIDGE SPECIAL PROVISION

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

No. 00508

Illinois State Toll Highway Authority

This Certifies that Martam Construction Inc. has earned a total of \$68,044.46 through the Earned Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 26-February-2018



The owner of this certificate # 00508 is tendering \$ 30,000.00 credits for use on bid for contract # 12-20-4520 on (date) 5-12-20. I understand that any credits not utilized for a winning bid will be returned.

Signed:



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Martam Construction, Inc.
1200 Gasket Dr.
Elgin, IL 60120

OWNER:

(Name, legal status and address)

Illinois Tollway
2700 Ogden Ave.
Downers Grove, IL 60515

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

1411 Opus Place, Suite 450

Downers Grove, IL 60515

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

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

Retaining and Noise Wall Rehabilitation and Extension. RR-20-4530

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 12th day of May, 2020

[Redacted Signature]

(Witness)

[Redacted Signature]

(Witness) Alexandra Sartori

Martam Construction, Inc.

(Principal)

(Seal)

By:

(Title) PRESIDENT

North American Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) James Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Alexandra Sartori Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James Moore Attorney-in-Fact, of the North American Specialty

Insurance Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

North American Specialty Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 12th day of May, 2020.



[Redacted Signature]
Notary Public Alexandra Sartori
My Commission expires: July 5, 2020

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: James Moore

Principal: Martam Construction, Inc. Bond Number: Bid Bond
Obligee: Illinois Tollway Bond Amount: See Bond Form
Bond Description: Retaining and Noise Wall Rehabilitation and Extension. RR-20-4530

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Redacted]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Redacted]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Redacted]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of May, 2020.

[Redacted]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

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

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

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

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

RR-20-4530
(Enter Tollway Contract Number)

SUBMITTING BIDDER:

Martam Construction Inc.
(Enter Name of Firm)

ADDRESS:

1700 CASKET DR
ELGIN, IL 60120

STATE OF ILLINOIS)

COUNTY OF COOK)

SS

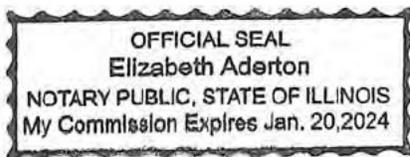
The Affiant, Robert Kutrowatz, being first duly sworn, upon oath deposes and says:

1. That the Affiant is President of Martam Construction, Inc. who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-20-4530 (enter Tollway contract number), between the bidder and the Owner;
2. The Affiant hereby states that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

I am duly authorized to make this Affidavit. I know and understand the contents of this Affidavit, and all statements herein are true and correct.


SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN BEFORE ME THIS 8 DAY OF May, 2020.




NOTARY PUBLIC

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:



Signature of Authorized Representative:

Robert Kutrovatz

Printed Name of Authorized Representative:

Martam Construction, Inc

Vendor Name:

May 6, 2020

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-20-4530

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	Robert Kutnowitz	847-608-6800	Robert@martam.com
Bid Guaranty	''	''	''
DBE 2026	''	''	''
EEO Program	Liz Adenton	847-608-6800	Liz@Martam.com
VOSB 2026	Robert Kutnowitz	847-608-6800	Robert@Martam.com
Financial Disclosures Forms A or Forms B	''	''	''
IDOT Certificate of Eligibility	''	''	''
Non-Collusion Affidavit – Page R-4	''	''	''

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-20-4530

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 Robert Kutrovatz, and he/she resides at [REDACTED]
and his/her office is at 1700 Cassel Dr. Gilin, IL, That he/she makes, and is authorized to
make

this affidavit on behalf of Martam Construction, Inc, a
(Name of Corporation, Partnership, etc.)

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

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

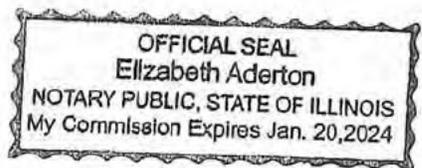
That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway Authority System, described in **Contract No. RR-20-4530** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this bid is made without reference to any other bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said bid; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any bid for said contract, directly or indirectly.

[REDACTED]
(Affiant)

Sworn to before me and subscribed in my presence this 8 day of May 2020

[REDACTED]
(Notary Public)

My Commission Expires: 1/20/24



Martam Equipment List

EQUIPMENT DESCRIPTION	TYPE	Year
1989 Mack Truck #6	Heavy Duty Truck	1989
1991 International 4900 18' Diesel Straight Truck	Heavy Duty Truck	1991
1996 Mack Truck #11	Heavy Duty Truck	1996
1999 Mack Truck #14	Heavy Duty Truck	1999
2004 Mack Cv 713 Granite	Heavy Duty Truck	2004
2002 International 7400 6 Wheel Dump	Heavy Duty Truck	2002
1997 Mack Truck Ch613 #21	Heavy Duty Truck	1997
1999 Mack Truck Ch613 #27	Heavy Duty Truck	1999
1999 International 9400 #32	Heavy Duty Truck	1999
2001 Mack Truck #39	Heavy Duty Truck	2001
2005 Mack 600 Cxn #40	Heavy Duty Truck	2005
2015 Mack Chu613	Heavy Duty Truck	2015
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
1983 Ford Water Truck	Heavy Duty Truck	1983
2004 Freightliner F70	Heavy Duty Truck	2004
1984 Mack R600	Heavy Duty Truck	1984
Ford F-650	Heavy Duty Truck	
1997 International	Heavy Duty Truck	1997
1997 International 4170	Heavy Duty Truck	1997
1993 Ford F 700 Drill Truck	Heavy Duty Truck	1993
Fiat Allis F 14B Crawler Loader	CRAWLER LOADER	1981
(MLI) Caterpillar 963C Crawler Loader (MLI)	CRAWLER LOADER	2006
Caterpillar 953C Crawler Loader	CRAWLER LOADER	2005
Sullair 185 Dpq Air Compressor	AIR COMPRESSOR	1990
Sullair 175 Air Compressor	AIR COMPRESSOR	1990
Ingersoll Rand P600 Wcu Air Compressor	AIR COMPRESSOR	2003
Ingersoll Rand P 185 Air Compressor	AIR COMPRESSOR	1987

Ingersoll Rand 175 Air Compressor	AIR COMPRESSOR	1990
Ingersoll Rand 175 Air Compressor	AIR COMPRESSOR	1989
Ingersoll Rand 375 Air Compressor	AIR COMPRESSOR	2001
Ingersoll Rand P150 Air Compressor	AIR COMPRESSOR	1999
Ingersoll Rand P185 Jd Air Compressor	AIR COMPRESSOR	1991
Sullivan 375 Air Compressor	AIR COMPRESSOR	2003
Atlas Copco Xas 136 Air Compressor	AIR COMPRESSOR	
Sullivan Air Compressor	AIR COMPRESSOR	
Caterpillar D8N Crawler Dozer	CRAWLER DOZER	1991
Caterpillar D6N Lgp Crawler Dozer	CRAWLER DOZER	2004
Komatsu D61Px-15E Crawler Dozer	CRAWLER DOZER	2007
Caterpillar D4G – Lgp Crawler Dozer	CRAWLER DOZER	2005
Caterpillar D5Gxl Crawler Dozer	CRAWLER DOZER	2007
Caterpillar D6T Lgp Crawler Dozer	CRAWLER DOZER	2012
Caterpillar D6T Lgp Crawler Dozer	CRAWLER DOZER	2012
Caterpillar D8R Crawler Dozer	CRAWLER DOZER	1997
Caterpillar D6T Crawler Dozer	CRAWLER DOZER	2014
(MLI) Caterpillar D6K Crawler Dozer (MLI)	CRAWLER DOZER	2012
(MLI) Caterpillar D8T Crawler Dozer (MLI)	CRAWLER DOZER	2007
Case 550 Crawler Dozer	CRAWLER DOZER	
(MLI) Caterpillar D8T Crawler Dozer (MLI)	CRAWLER DOZER	2012
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1979
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1979
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1981
Terex Ts-14B Scraper	SCRAPER	1976
Terex Ts-14B Scraper	SCRAPER	1980
Terex Ts-14B Scraper	SCRAPER	1976
Terex Ts-14B Scraper	SCRAPER	1976
Terex Ts-14B Scraper	SCRAPER	1978

Terex Ts-14B Scraper	SCRAPER	1979
Terex Ts-14B Scraper	SCRAPER	1974
Terex Ts-14B Scrapper	SCRAPER	1976
Steiger St 310 #1 Tractor	TRACTOR	1976
Steiger St 310 #2 Tractor	TRACTOR	1976
Terex Ts-14B Scraper	SCRAPER	
Terex Ts-14B Scraper	SCRAPER	
Steiger St 250 Tractor	TRACTOR	
Terex Ts-14B Scraper	SCRAPER	
Terex Ts-14A Scraper	SCRAPER	
Steiger Tractor	TRACTOR	1977
Terex Ts-14C Scraper	SCRAPER	1990
Terex Ts-14C Scraper	SCRAPER	1990
Terex Ts-14C Scraper	SCRAPER	1990
Terex Ts-14B Scraper	SCRAPER	
Terex Ts-14B Scraper	SCRAPER	
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
John Deere 450C Lc Excavators	Excavators	2003
John Deere 992E Lc Excavators	Excavators	1995
(MLI) Komatsu Pc 308 Uslc Excavators (MLI)	Excavators	2004
(MLI) Samsung Se 350 Excavators (MLI)	Excavators	1997
Komatsu Pc 300Lc - 7E0 Excavators	Excavators	2007
Case Cx 290 Wt Excavators	Excavators	2005
Komatsu Pc 228 Uslc Excavators	Excavators	2007
(MLI) Komatsu Pc 228 Uslc Excavators (MLI)	Excavators	2005
Samsung Se 210Lc - 3 Excavators	Excavators	1998
Case 9010B Excavators	Excavators	2002
Komatsu Pc 138 Excavators	Excavators	2007
(MLI) Komatsu Pc 160Lc-7Eo Excavators (MLI)	Excavators	2010
Hyundai 130W - 3 Excavators	Excavators	2000

Takeuchi Tb 070 Excavators	Excavators	1998
(MLI) Link-Belt 75 Msr Excavators (MLI)	Excavators	2012
(MLI) Komatsu Pc 78Mr-6 Excavators (MLI)	Excavators	2005
Kubota Kx 161 - 3 Excavators	Excavators	2004
Scat Trek 234S Excavators	Excavators	2000
Yanmar V 1020-3 Excavators	Excavators	2002
Link-Belt 75 Msr Excavators	Excavators	2005
(MLI) Komatsu Pc400Lc - 6 Excavators (MLI)	Excavators	2003
Komatsu Pc 400Lc - 6 Excavators	Excavators	2004
Komatsu Pc 228 UsLc - 8 Excavators	Excavators	2013
Caterpillar 328D Lcr Excavators	Excavators	2013
Caterpillar 328D Lcr Excavators	Excavators	2011
Hitachi Ex 330Lc - 5 Excavators	Excavators	2011
Caterpillar 328D Lcr Excavators	Excavators	2013
Komatsu Pc-300 Excavators	Excavators	2006
Komatsu 490Lc10 Excavators	Excavators	2013
Caterpillar 349E	Excavators	
Kawasaki 85Zv Wheel Loader	WHEEL LOADER	2004
Case 621E Wheel Loader	WHEEL LOADER	2010
Case 621C Wheel Loader	WHEEL LOADER	1999
John Deere 544K Wheel Loader	WHEEL LOADER	2010
(MLI) Komatsu Wa 180Pt-3 Wheel Loader (MLI)	WHEEL LOADER	2003
(MLI) Case 621E Wheel Loader (MLI)	WHEEL LOADER	2008
(MLI) Case 621E Wheel Loader (MLI)	WHEEL LOADER	2008
Komatsu Wa – 270 – 7 Wheel Loader	WHEEL LOADER	2013
Komatsu Wa – 270 – 7 Wheel Loader	WHEEL LOADER	2013
Caterpillar 930K Wheel Loader	WHEEL LOADER	
Bomag Bw 211D-40 Compact	ASPHALT ROLLER	2008
Vibromax 1105 Compact	BASE ROLLER	2002
Dynapac Ca 151D Compact	BASE ROLLER	1999
Caterpillar Cs 563C Compact	BASE ROLLER	1996
Case Dv 204 Compact	ASPHALT ROLLER	2008
Hamm 3410 Compact	BASE ROLLER	2010

Hamm 3412V10 Compact	BASE ROLLER	2011
Caterpillar Cb 224C Compact	ASPHALT ROLLER	1995
Wacker Rd 880 Compact	ASPHALT ROLLER	
Dynapac La 200 Compact	ASPHALT ROLLER	1990
Vibromax V 263 Compact	ASPHALT ROLLER	1998
Bomag 120 Ad - 3 Compact	ASPHALT ROLLER	1999
Caterpillar 815B Compact	COMPACTOR	1995
Caterpillar 815F Compact	COMPACTOR	1998
Caterpillar 815F Compact	COMPACTOR	2002
Dynapac Ca251Pd Compact	BASE ROLLER	
Case 1845C Skid Steer	SKID STEER	1996
Case 1845C Skid Steer	SKID STEER	1995
Case 1845C Skid Steer	SKID STEER	2000
Case Tr320 Skid Steer	SKID STEER	2015
Case 1845C Skid Steer	SKID STEER	2000
Case 1845C Skid Steer	SKID STEER	2001
Caterpillar 246B Skid Steer	SKID STEER	2006
Caterpillar 246B Skid Steer	SKID STEER	2006
Caterpillar 246B Skid Steer	SKID STEER	2006
Caterpillar 248B Skid Steer	SKID STEER	2005
Caterpillar 242B Skid Steer	SKID STEER	2006
Takeuchi TI 120 Skid Steer	SKID STEER	2008
Takeuchi TI 250 Skid Steer	SKID STEER	2009
Caterpillar 246 Skid Steer	SKID STEER	2003
Miller M1000 Paving	PAVING	2007
Gomaco 2800 Paving	PAVING	2006
Gomaco 9500 Paving	PAVING	2009
Cmi Pr 225B Paving	PAVING	1992
Hemm 12-28Tc Paving	PAVING	2009
(MLI) Gomaco 2600 Paving (MLI)	PAVING	2012
(MLI) Finlay 683 Paving (MLI)	RECYCLING	2009
(MLI) Finlay J-1175 Paving (MLI)	RECYCLING	2009
(MLI) Mccloskey 532(Mli) Paving (MLI)	RECYCLING	2010

Finlay 683 Paving	RECYCLING	2010
Bid Well Paving	PAVING	
Vermeer V 8050 Support	SUPPORT	1994
Vermeer 1850 Support	SUPPORT	1994
Mclaughlin Mcl-20 Support	SUPPORT	1980
Broderson Mh 42B Support	SUPPORT	1988
Broderson Mh 42B Support	SUPPORT	1985
Broderson Mh 42B Support	SUPPORT	1989
Ingersoll Rand G 70 Support	GENERATOR:TOW BE	2002
Asphalt Zipper Support	SUPPORT	1998
New Holland Tn 55 Support	SUPPORT	2003
I.C.E. Vibro 223 Support	SUPPORT	1997
Godwin Dpc 300 Support	SUPPORT	1999
Remco Acw 16 Support	SUPPORT	2005
Remco Acw 16 Support	SUPPORT	1995
Home Made 25 Hp Support	SUPPORT	
Light Tower	LIGHT TOWER	
Allmand Support	SUPPORT	2008
Jcb 930 Support	SUPPORT	1997
Mark Lift Support	SUPPORT	1996
Chicago Pnue. Cprx-22 Support	SUPPORT	2011
Grapple Support	SUPPORT	2015
Sumitomo Ls 118 Rh5 Crane	CRANE	1988
Bosch 1994-6 Angle Grinder	ANGLE GRINDER	
Bosch 1994-6 Angle Grinder	ANGLE GRINDER	

CONTRACT NO. RR-20-4530

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
TBD				

4. MATERIALS COMMITMENTS

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

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

Faint, illegible text at the bottom left of the page.

CONTRACT NO. RR-20-4530

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES NO

6. DOCUMENT REFERENCE

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

The Special Provisions YES NO

The Contract Plans YES NO

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

Dated at B:W this 8 day of May, 2020.

Martam Construction, Inc
Name of Organization

By 
President
Title of Person Signing

STATE OF Illinois)
COUNTY OF COOK)

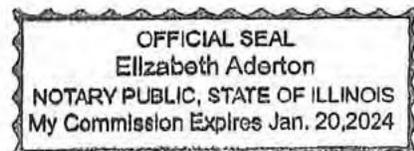
Robert Kutnovatz being duly sworn deposes and says that he/she is President
of the above Martam Construction and that the answers to the questions in the foregoing
Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 8 day of May, 2020


Notary Public

My Commission Expires: 1/20/24



CONTRACT NO. RR-20-4530

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
<i>see affidavit of</i>				
<i>availability</i>				

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD 2

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.

Markam Construction
 BIDDER
5/9/12
 DATE

 SUB-CONTRACTOR

 BY: _____ SIGNATURE

 SUB-CONTRACTOR

PRESIDENT
 TITLE



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 5/12/2020

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number		60R69		I-19-4490	61G16	
Contract With	Village of Buffalo Grove	IDOT	Elk Grove	ISTHA	IDOT	
Estimated Completion Date	11-30-19	08-15-19	07-31-20	09-30-21	7-10-21	
Total Contract Price	1,939,845.11	973,368.20	1,159,623.00	18,032,298.80	7,365,297.28	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	127,694.75	150,648.25	673,737.00	18,032,298.80	7,365,297.28	26,349,676.08
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						26,349,676.08

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

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

						Accumulated Totals
Earthwork				1,584,564.35	1,725,858.91	3,310,423.26
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			32,667.00			32,667.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				104,034.19	470,582.64	574,616.83
Highway,R.R. and Waterway Structures						0.00
Drainage				8,321,163.09	876,653.92	9,197,817.01
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction			220,205.00	518,000.00	349,627.33	1,087,832.33
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition				42,818.00		42,818.00
Pavement Markings (Paint)						0.00
QCQA/Engineer Office/Barrier Wall				406,218.54	261,750.80	667,969.34
Traffic Control, Flaggers, Dewatering	20,000.00	16,000.00	60,000.00	594,706.44	514,529.98	1,205,236.42
Mobilization		14,000.00	15,000.00	1,076,000.00	445,341.97	1,550,341.97
Totals	20,000.00	30,000.00	327,872.00	12,647,504.61	4,644,345.55	17,669,722.16

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



Illinois Department of Transportation

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	6	7	8	9	10	
Contract Number	62A36	60R72	61E99	62G94	60C48	
Contract With	IDOT	IDOT	Thorne Electric	IDOT	Herlihy	
Estimated Completion Date	9-22-19	07-17-20	08-31-19	07-15-20	11-21-19	
Total Contract Price	2,526,633.28	593,744.20	319,369.10	387,418.50	1,118,685.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	308,908.44	593,744.20	120,500.00	387,418.50	1,031,180.17	28,791,427.39
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						28,791,427.39

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						Accumulated Totals
Earthwork		4,395.00	20,000.00			3,334,818.26
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving		27,302.00	15,000.00			74,969.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			10,000.00	10,655.00	8,702.52	603,974.35
Highway, R.R. and Waterway Structures		105,158.35		120,262.50		225,420.85
Drainage			14,000.00	1,800.00	1,007,477.65	10,221,094.66
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	10,000.00	85,116.00	40,000.00	78,960.00		1,301,908.33
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		53,879.00		44,945.00		141,642.00
Pavement Markings (Paint)						0.00
Traffic Control/QCQA/Flaggers	10,000.00	67,340.00	17,000.00	32,300.00		794,609.34
TempBarrierWall/Layout/ Field Office	20,000.00	32,950.00		21,000.00		1,279,186.42
Mobilization	37,500.00	34,000.00	4,500.00	22,000.00	15,000.00	1,663,341.97
Totals	77,500.00	410,140.35	120,500.00	331,922.50	1,031,180.17	19,640,965.18

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Illinois Department of Transportation

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	11	12	13	14	15	
Contract Number			62H04	Peplow Rd Recon	62A99	
Contract With	Village of Algonquin	Village of Algonquin	IDOT	Kane County	IDOT	
Estimated Completion Date	4-30-20	7-31-20	08-15-19	11-30-19	07-31-19	
Total Contract Price	2,494,665.96	1,765,506.50	1,330,255.60	5,334,759.88	3,483,695.32	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	222,772.12	1,765,506.50	1,083,782.23	140,000.00	284,350.00	32,287,838.24
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						32,287,838.24

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

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

					Accumulated Totals	
Earthwork		171,680.00	17,630.00		3,524,128.26	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					0.00	
HMA Paving					74,969.00	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces	6,096.00	26,750.00			636,820.35	
Highway,R.R. and Waterway Structures		541,181.20	180,000.00		946,602.05	
Drainage		36,600.00	4,450.00		10,262,144.66	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction		109,071.00	162,882.00		1,573,861.33	
Landscaping		50,000.00			50,000.00	
Fencing					0.00	
Guardrail					0.00	
Painting		20,000.00			20,000.00	
Signing					0.00	
Cold Milling, Planning & Rotomilling					0.00	
Demolition		42,000.00	60,000.00		243,642.00	
Pavement Markings (Paint)					0.00	
Traffic Control/Field Office/Layout	10,000.00	100,000.00	84,800.00	10,000.00	999,409.34	
Contingency/QCQA/Site Furnishings		315,526.00	45,420.00		1,640,132.42	
Mobilization	37,000.00	106,000.00	19,500.00	40,000.00	26,000.00	1,891,841.97
Totals	53,096.00	1,518,808.20	574,682.00	40,000.00	36,000.00	21,863,551.38

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



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 5/12/2020
(Letting date)

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

Part I. Work Under Contract

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

	16	17	18	19	20	Accumulated Totals
Contract Number	60M90	Fabyan Pkwy Bridge	60P66		62B16	
Contract With	IDOT	Kane County	IDOT	Village of Bloomingdale	IDOT	
Estimated Completion Date	07-10-20	05-15-20	05-31-20	05-31-20	05-15-20	
Total Contract Price	474,343.00	2,577,159.70	2,636,385.22	1,969,425.00	4,574,690.19	
Uncompleted Dollar Value if Firm is the Prime Contractor	474,343.00	525,322.58	849,951.11	1,969,425.00	272,486.00	36,379,365.93
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						36,379,365.93

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

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

					Accumulated Totals	
Earthwork			100,000.00	135,674.00	3,759,802.26	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					0.00	
HMA Paving	32,840.00				107,809.00	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces			40,000.00		676,820.35	
Highway,R.R.and Waterway Structures	86,581.01				1,033,183.06	
Drainage			10,000.00	159,893.00	10,432,037.66	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction	64,234.00	400,000.00		1,106,627.25	3,144,722.58	
Landscaping					50,000.00	
Fencing					0.00	
Guardrail					0.00	
Painting					20,000.00	
Signing					0.00	
Cold Milling, Planning & Rotomilling					0.00	
Demolition	43,050.00				286,692.00	
Pavement Markings (Paint)					0.00	
Traffic Control/Barrier Wall/Flaggers	84,300.00	50,000.00	20,000.00	100,000.00	1,253,709.34	
Layout/Dewatering/QCQA	8,000.00			8,000.00	1,656,132.42	
Mobilization	24,000.00	37,500.00	38,803.88	110,000.00	2,130,045.85	
Totals	343,005.01	487,500.00	208,803.88	1,620,194.25	27,900.00	24,550,954.52

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



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 5/12/2020
(Letting date)

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

Part I. Work Under Contract

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

	21	22	23	24	25	
Contract Number	61E01.	62K14	61E15.	60M64		
Contract With	IDOT	IDOT	IDOT	IDOT	DuPage DOT	
Estimated Completion Date	9-20-20	08-10-20	10-31-20	9-30-20	7-15-20	
Total Contract Price	3,439,621.75	1,184,616.00	7,616,826.05	2,794,214.85	311,675.40	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,085,522.32	1,184,616.00	1,752,844.30	2,794,214.85	311,675.40	45,508,238.80
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						45,508,238.80

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

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

						Accumulated Totals
Earthwork	60,000.00		250,000.00	100,265.00	44,278.50	4,214,345.76
Portland Cement Concrete Paving			450,000.00	126,750.00		576,750.00
HMA Plant Mix						0.00
HMA Paving		26,844.00				134,653.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	133,654.00		200,000.00	28,090.00	4,500.90	1,043,065.25
Highway,R.R.and Waterway Structures	640,000.00	232,559.61		768,754.09	35,841.00	2,710,337.76
Drainage	45,260.00			4,950.00		10,482,247.66
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	63,260.00	227,273.00		380,290.00	100,042.00	3,915,587.58
Landscaping					36,288.00	86,288.00
Fencing						0.00
Guardrail						0.00
Painting						20,000.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		126,340.00		181,069.00	20,870.00	614,971.00
Pavement Markings (Paint)						0.00
Traffic Control/Flaggers/Layout/QCQA	243,000.00	85,000.00	75,000.00	176,000.00	56,400.00	1,889,109.34
Enviro./Field Office/TempBarrierWall	99,200.00	80,700.00		73,730.00		1,909,762.42
Mobilization	51,000.00	60,000.00	110,000.00	164,000.00		2,515,045.85
Totals	1,335,374.00	838,716.61	1,085,000.00	2,003,898.09	298,220.40	30,112,163.62

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	5
Subcontractor	KD Staples	American Conc Rest	Schollmeyer	Herlihy Midcontinent	Tri-Tech Electric
Type of Work	Landscaping	Concrete Repair	Landscaping	Structural	Electric
Subcontract Price	47,694.75	87,110.00	232,156.00	4,169,895.80	428,133.75
Amount Uncompleted	47,694.75	87,110.00	232,156.00	4,169,895.80	428,133.75
Subcontractor	Peter Baker	Conin	JM Irrigation	Utility Dynamics	Smith Maintenance
Type of Work	HMA Paving	Landscaping	Irrigation	Electrical	Traffic Control
Subcontract Price	213,404.36	13,538.25	78,000.00	186,415.00	89,037.40
Amount Uncompleted	60,000.00	13,538.25	78,000.00	186,415.00	89,037.40
Subcontractor		D2K	Homer Tree Service	Industrial Fence	RW Dunteman
Type of Work		Traffic Control	Tree Removals	Fence/Guardrail	HMA Paving
Subcontract Price		89,178.00	24,500.00	420,157.06	791,974.14
Amount Uncompleted		20,000.00	0.00	420,157.06	791,974.14
Subcontractor		Hometowne	Surface Const.	Metromex	Dunnet Bay Const.
Type of Work		Electric	Traffic Print	HMA Paving	Structural Conc.
Subcontract Price		38,353.00	22,928.00	182,006.64	1,206,653.47
Amount Uncompleted		0.00	22,928.00	182,006.64	1,206,653.47
Subcontractor		Metromex	TSI	S&J Construction	JE Landworks
Type of Work		HMA Paving	Traffic Control	Overhead Signs	Landscaping
Subcontract Price		69,616.92	17,900.00	134,096.50	150,260.89
Amount Uncompleted		0.00	8,000.00	134,096.50	150,260.89
Subcontractor		Northern Cont.	C3	Natural Creations	Homer Tree Service
Type of Work		Guardrail	Construction Layout	Landscaping	Tree Removals
Subcontract Price		65,692.11	5,500.00	256,437.19	32,576.60
Amount Uncompleted		0.00	0.00	256,437.19	32,576.60
Subcontractor		Quality Saw & Seal	Maintenance Ctg	Dian Const.	Quality Saw & Seal
Type of Work		Bridge Deck Grooving	Pvt Marking	Misc. Concrete	Sawing & Sealing
Subcontract Price		14,562.25	4,781.00	35,786.00	22,315.48
Amount Uncompleted		0.00	4,781.00	35,786.00	22,315.48
Total Uncompleted	107,694.75	120,648.25	345,865.00	5,384,794.19	2,720,951.73

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

Subscribed and sworn to before me

Depicts 2 Year Project

this ____ day of _____, 20 ____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	6	7	8	9	10
Subcontractor	Arrow Road	American Conc Rest		American Conc Rest	
Type of Work	HMA Paving	Formed Conc Repair		Concrete Repair	
Subcontract Price	602,809.65	61,790.00		9,000.00	
Amount Uncompleted	0.00	61,790.00		9,000.00	
Subcontractor	Elmund & Nelson	Barricade Lites		MA Rebar	
Type of Work	Traffic Signals	Traffic Control		Rebar Install	
Subcontract Price	226,661.90	21,033.00		3,500.00	
Amount Uncompleted	150,000.00	21,033.00		3,500.00	
Subcontractor	D2K	Precision Pvt Marking		Maintenance Ctg	
Type of Work	Traffic Control	Pvt Marking		Traffic Control	
Subcontract Price	108,971.89	22,590.00		33,796.00	
Amount Uncompleted	20,000.00	22,590.00		33,796.00	
Subcontractor	Arteaga Ldscp	Hecker Electric		Midwest Fence	
Type of Work	Landscaping	Temp Lighting		Guardrail	
Subcontract Price	61,408.44	70,760.00		9,200.00	
Amount Uncompleted	61,408.44	70,760.00		9,200.00	
Subcontractor	Homer Tree Service	Quality Saw & Seal			
Type of Work	Tree Removal	Deck Grooving			
Subcontract Price	8,939.00	7,430.85			
Amount Uncompleted	0.00	7,430.85			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	231,408.44	183,603.85	0.00	55,496.00	0.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	11	12	13	14	15
Subcontractor	Griffing Dewatering	Homer Tree Service	D2K	Herlihy Midcontinent	Del Toro
Type of Work	Dewatering	Tree Removals	Traffic Control	Bridge	Landscaping
Subcontract Price	101,670.92	30,000.00	119,517.23	610,163.20	148,350.00
Amount Uncompleted	0.00	30,000.00	119,517.23	0.00	148,350.00
Subcontractor	Arrow Road	TAT Enterprises	American Conc Rest	Electric Conduit	Geneva Const.
Type of Work	HMA Paving	HMA Paving	Concrete Repair	Electric	HMA Paving
Subcontract Price	153,309.82	41,469.50	32,200.00	20,142.63	270,325.10
Amount Uncompleted	153,309.82	41,469.50	32,200.00	0.00	0.00
Subcontractor	Maintenance Ctg	Maintenance Ctg	S&J Construction	Curran Cont.	Hometowne Electric
Type of Work	Pvt Marking	Traffic Control	Structural Steel	HMA Paving	Electric
Subcontract Price	3,452.62	11,935.00	284,234.60	530,846.11	299,564.60
Amount Uncompleted	3,452.62	11,935.00	284,234.60	0.00	80,000.00
Subcontractor	Arteaga	Natural Creations	Geneva Const.	Ruizscape	JG Demo
Type of Work	Landscaping	Landscaping	HMA Paving	Landscaping	Misc. Concrete
Subcontract Price	12,913.68	59,547.50	39,688.85	120,191.00	412,608.80
Amount Uncompleted	12,913.68	59,547.50	39,688.85	100,000.00	0.00
Subcontractor		Limitless DC	Midwest Fence	Northern Cont.	Maintenance Coating
Type of Work		Stone Mason	Guardrail	Guardrail	Pvt Marking
Subcontract Price		51,238.30	17,801.00	94,934.97	37,136.91
Amount Uncompleted		51,238.30	17,801.00	0.00	0.00
Subcontractor		Mackie Consultants	Quality Saw & Seal	Mt. Carmel	TSI
Type of Work		Construction Layout	Bridge Deck Grooving	Subgrade Stabilization	Traffic Control
Subcontract Price		9,500.00	12,655.55	59,580.60	249,557.70
Amount Uncompleted		9,500.00	12,655.55	0.00	20,000.00
Subcontractor		LPS Pavement Co.	Schollmeyer	TCP	Quality Saw & Seal
Type of Work		Brick Pavers	Landscaping	Traffic Control	Saw, Seal, Diamond Grind
Subcontract Price		43,008.00	3,003.00	14,683.00	150,587.31
Amount Uncompleted		43,008.00	3,003.00	0.00	0.00
Total Uncompleted	169,676.12	246,698.30	509,100.23	100,000.00	248,350.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	16	17	18	19	20
Subcontractor	American Conc Rest	Geneva Const.	Arrow Road	TCP	JG Demo
Type of Work	Form Concrete Repair	HMA Paving	HMA Paving	Treffic Control	Misc. Conc.
Subcontract Price	64,960.00	30,644.25	554,236.20	43,302.00	363,678.10
Amount Uncompleted	64,960.00	0.00	300,000.00	43,302.00	0.00
Subcontractor	Precision Pvt Marking	Maintenance Ctg	Artega Ldscp	Natural Creations	Elmund&Nelson
Type of Work	Pvt Marking	Pvt Marking	Landscaping	Landscaping	Electric
Subcontract Price	16,204.00	17,822.58	164,128.05	305,928.75	122,936.00
Amount Uncompleted	16,204.00	17,822.58	120,000.00	305,928.75	80,000.00
Subcontractor	Work Zone Safety	TCP	Carrera Concrete		Traffic Services
Type of Work	Traffic Control	Traffic Control	Misc. Concrete		Traffic Control
Subcontract Price	33,559.00	88,247.81	24,873.00		195,647.25
Amount Uncompleted	33,559.00	20,000.00	24,873.00		40,000.00
Subcontractor	Quality Saw & Seal	Northern Cont.	Homer Tree		DeIToro
Type of Work	Bridge Deck Grooving	Guardrail	Tree Removals		Landscaping
Subcontract Price	16,614.99	20,992.28	43,134.50		112,586.00
Amount Uncompleted	16,614.99	0.00	0.00		112,586.00
Subcontractor		American Conc Rest	Maintenance Ctg.		Maint. Coatings
Type of Work		Concrete Repairs	Pavement Marking		Pvt. Marking
Subcontract Price		79,889.00	11,280.10		31,759.95
Amount Uncompleted		0.00	11,280.10		12,000.00
Subcontractor			Northern Cont.		Arrow Road
Type of Work			Guardrail		HMA Paving
Subcontract Price			144,994.13		39,845.00
Amount Uncompleted			144,994.13		0.00
Subcontractor			TC&P		S&J Const.
Type of Work			Traffic Control		Overhead Signs
Subcontract Price			92,889.70		124,948.00
Amount Uncompleted			40,000.00		0.00
Total Uncompleted	131,337.99	37,822.58	641,147.23	349,230.75	244,586.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	21	22	23	24	25
Subcontractor	LJ Keefe	Atlantic Painting	TCP	Hometowne Electric	Homer Tree
Type of Work	Tunneling	Painting	Traffic Control	Electric	Tree Removal
Subcontract Price	990,000.00	65,265.00	112,693.60	162,576.95	2,530.00
Amount Uncompleted	990,000.00	65,265.00	90,000.00	162,576.95	2,530.00
Subcontractor	Lincoln	Sanco Traffic	Carrera Conc. Cont.	D2K Traffic	Ruizscape
Type of Work	Pressure Grouting	Impact Atten.	Misc. Concrete	Traffic Control	Landscaping
Subcontract Price	319,000.00	13,600.00	512,167.50	219,152.73	10,925.00
Amount Uncompleted	319,000.00	13,600.00	230,000.00	219,152.73	10,925.00
Subcontractor	Northern Cont.	Precision Pvt Marking	Arteaga Landscaping	S&J Construction	
Type of Work	Fence	Pvt Marking	Landscaping	Struct. Steel Repair	
Subcontract Price	76,699.34	27,438.35	85,511.20	36,875.50	
Amount Uncompleted	76,699.34	27,438.35	85,511.20	36,875.50	
Subcontractor	Metromex	American Conc. Rest.	Elmund & Nelson	Metromex	
Type of Work	HMA Paving	Formed Concrete Rep	Electric	HMA Paving	
Subcontract Price	93,869.78	93,690.00	594,301.30	288,859.08	
Amount Uncompleted	93,869.78	93,690.00	250,000.00	288,859.08	
Subcontractor	Elmund & Nelson	S&J Const.	Precision Pvt Mrk	Terrazas LLC	
Type of Work	Electric	Struct. Steel Repair	Pavement Marking	Formed Conc. Repair	
Subcontract Price	109,881.00	36,773.00	12,333.10	78,860.00	
Amount Uncompleted	109,881.00	36,773.00	12,333.10	78,860.00	
Subcontractor	Ruizscape	Hometowne Electric	Hoerr Const.	Sincere Landscaping	
Type of Work	Landscaping	Electric	Sewer Lining	Landscaping	
Subcontract Price	86,871.20	49,927.00	296,012.00	3,992.50	
Amount Uncompleted	86,871.20	49,927.00	0.00	3,992.50	
Subcontractor	Atlantic Painting	TC&P	Arrow Road		
Type of Work	Painting	Traffic Control	HMA Paving		
Subcontract Price	73,827.00	59,206.04	689,237.20		
Amount Uncompleted	73,827.00	59,206.04	0.00		
Total Uncompleted	1,750,148.32	345,899.39	667,844.30	790,316.76	13,455.00

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

Subscribed and sworn to before me

this 11 day of May, 2020

[Redacted Signature]

Type or Print Name Robert Kutrovatz, President

Signed [Redacted Signature]

My commission expires: 1/20/24

Company Metromex Construction, Inc

Address 1200 Cassket Dr
Algin, IL 60120

(Notary Seal)



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 29% 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: 7/1/2020
 To: Contact Name: Robert Kutrovatz
 Contractor Company Name: Martam Construction, Inc.
 From: Seannica Spencer
 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: 7/1/2020	Revision # 0
Contract # RR-20-4530	Established DBE Goal: 29.00 %	
Contract Description: Tri-State Tollway (I-294) Retaining and noise wall rehabilitation and extension		

[] 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		\$1,316,299.20							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Cardinal State, LLC	SB	DBE	Landscaping	\$80,874.00	\$80,874.00	6.14 %	City of Chicago	M	Asian Pacific
D2K Traffic Safety, Inc. (formerly known as D2K Traffic Equipment & Design, LLC)	SB	DBE	Traffic Control	\$119,908.00	\$119,908.00	9.10 %	IDOT	M	Native American
Material Solutions Laboratory	SB	DBE	COP	\$10,000.00	\$10,000.00	0.75 %	IDOT	M	Asian Indian
Metromex Contractors, Inc	SB	DBE	4MA Paving	\$77,687.00	\$77,687.00	5.90 %	N/A	M	Hispanic
Reynaga Bros. Construction Corporation	Trucker	DBE	Trucking	\$30,000.00	\$30,000.00	2.27 %	IDOT	M	Hispanic
Terrazas, LLC	SB	DBE	Structural Repairs	\$73,815.00	\$73,815.00	5.60 %	CMS	M	Hispanic
Total # of subcontracts: 6			TOTAL	\$392,284.00	\$392,284.00	29.80 %			
Total # of subcontractors: 6			Total %	29.80 %	29.80 %				



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Martam Construction, Inc
 CONTACT NAME: Robert Kutrovatz
 CONTACT PHONE NUMBER: 817-608-6785
 CONTACT E-MAIL: Robert@martam.com

CONTRACT NUMBER RR-20-4530

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

DBE UTILIZATION PLAN		
DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount (\$) If supplier, enter 60% credit amount.
D2K	TRAFFIC CONTROL	\$119,908.00
MATERIAL SOLUTIONS	CQP	\$10,000.00
TEMAZAS	STRUCTURAL REPAIRS	\$73,815.00
CARDINAL STATE, LLC	LANDSCAPING	\$80,873.85
METROMEX	HMA PAVING	\$77,686.50
REYNAGA TRUCKING	TRUCKING	\$30,000.00
	TOTAL	\$392,283.35

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

 Signature



CONTRACT # **RR-20-4530**

DBE FIRM NAME: **D2K Traffic Safety, Inc.**
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA 8(A)

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small>
	SEE ATTACHED					
TOTALS FOR THIS DBE FIRM:				\$ 119,908.00		

* Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #J5671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

Signature for Prime Contractor: _____ Title: **PRESIDENT**

Date: **5/11/20**

Contact: **Robert Kurovats**

Phone: **847-607-1000**

Firm Name: **Morgan Construction**

Address: **1200 Cassat W, Elgin, IL**

Signature for DBE Contractor: _____ Title: _____

Date: 5/11/2020

Contact: Mark Long

Phone: 630-468-1068

Firm Name: D2K Traffic Safety, Inc.

Address: 1251 Frontline Rd, Naperville, IL 60563

CONTRACT #

DBE CERTIFIED



D2K Traffic Safety, INC.
 1251 Frontenac Road, Suite 100
 Naperville, IL 60563
 phone 630-416-9700
 fax 630-416-9710

Contact	Mark Long
Cell phone	630 488-1068
Email	marklong@d2ktraffic.com
Owner	IJSTA
Project #	RR-20-4530 RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
Letting Date:	5/12/2020
Item #:	
Completion Date:	6/21/2021
Interim Comp Dates:	per job specs

Item #	Item Description	Estimated Quantity	Unit Price	U/M	Extension
70100450	TRAF CTRL & PROT, 701201	1.00	\$1.00	L SUM	\$1.00
70102632	TRAF CTRL & PROT, 701602	1.00	\$2,500.00	L SUM	\$2,500.00
70102635	TRAF CTRL & PROT, 701701	1.00	\$1.00	L SUM	\$1.00
70102640	TRAF CTRL & PROT, 701801	1.00	\$1.00	L SUM	\$1.00
70300904	PAVT MARK TAPE T4 4"	12,750.00	\$1.00	FOOT	\$12,750.00
70300908	PAVT MARK TAPE T4 8"	225.00	\$2.10	FOOT	\$472.50
J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	174.00	\$15.00	EACH	\$2,610.00
JS120100	TRAILER MOUNTED FULL MATRIX CMS	3.00	\$3,000.00	EA	\$9,000.00
JS120101	TRAILER MOUNTED FULL MATRIX CMS	10.00	\$300.00	EACH/WEEK	\$3,000.00
JS120102	TRAILER MOUNTED FULL MATRIX CMS	2.00	\$1,200.00	EACH/MONTH	\$2,400.00
JS701010	MAINTENANCE OF TRAFFIC	1.00	\$35,000.00	L SUM	\$35,000.00
JT701030	SUPPLEMENTAL BARRICADE	20.00	\$5.00	EA	\$100.00
JT701031	SUPPLEMENTAL SIGNING	500.00	\$8.00	SF	\$4,000.00
JT701032	SUPPL AB (DAY)	3.00	\$100.00	PER DAY	\$300.00
JT701033	SUPPL AB (WEEK)	10.00	\$150.00	PER WK	\$1,500.00
JT701034	SUPPL AB (MONTH)	2.00	\$400.00	PER MO	\$800.00
JT701035	SUPPL MAINT. OF TRAFFIC	30.00	\$125.00	PER DAY	\$3,750.00
JT701052	TEMP INFO SIGN GM GREATER THAN 24 SQ F	192.00	\$35.00	SF	\$6,720.00
JT780300	MULTI POYMER PAVT MARKING LINE 4"	6,075.00	\$1.10	FOOT	\$6,682.50
JT780310	MULTI POYMER PAVT MARKING LINE 6"	8,100.00	\$1.75	FOOT	\$14,175.00
JT783005	WATERBLASTING	9,924.00	\$1.25	SF	\$12,405.00
JT783009	RAISED PAVT MRK, REFL REMOVAL	174.00	\$10.00	EACH	\$1,740.00
	* PRICE FOR STANDARD 701602 IS FOR THE EQUIPMENT SUPPLY ONLY. D2K IS NOT RESPONSIBLE FOR DAILY LANE CLOSURES.				
	**NOT INCLUDES EQUIPMENT SUPPLY ONLY FOR LAKE COOK RD AND NB 294 41.02 FOR THE DAILY SHOULDER CLOSURES NEEDED. D2K WILL PERFORM THE CLOSURES AT THE THE RATES QUOTED BELOW AS AN EACH.				
	** PERMANENT PAVEMENT MARKING PRICE INCLUDES THE LANE CLOSURES REQUIRED IN PRICING.				
TOTAL BID					\$119,908.00
DBE PARTICIPATION					\$119,908.00

Quote good for 30 days from letting date shown above. See below for notes. All notes are incorporated into quoted unit prices shown above.

PACKAGED QUOTE PLEASE CALL D2K TRAFFIC TO DISCUSS BEFORE SPLITTING OUT ANY ITEMS FROM PACKAGE

QUOTE EXCLUSIONS: RAILROAD INSURANCE, PERFORMANCE & PAYMENT BONDS, PERMITS, FLAGGERS, TEMPORARY TRAFFIC SIGNALS, AUTOMATED FLAGGER DEVICES, ROADWAY REPAIRS, INCIDENTAL ADDITIONS TO TRAFFIC CONTROL, TEMPORARY LANE CLOSURES, CONCRETE BARRIER WALL, EXISTING SIGNAGE: REMOVING, RELOCATING, STORING, SIGN LOGS, COVERING AND/OR REPLACING, SIGNS REQUIRING FOUNDATION WORK, TRAFFIC CONTROL EQUIPMENT: DAILY MOVEMENT AND MAINTENANCE OF EQUIPMENT, OR SURVEILLANCE, TRUCK MOUNTED ATTENUATORS.

PRICING FOR TEMPORARY SHOULDER & LANE CLOSURES EACH:	MON-FRI	SAT-SUN
SHOULDER CLOSURE 1/2 MILE MAX LENGTH EACH:	\$1,100.00	\$1,300.00
1 LANE 1 DIRECTION 1 MILE MAX LENGTH EACH:	\$2,300.00	\$2,500.00

* ATTENUATORS ARE NOT INCLUDED IN ANY STANDARD BUT WILL BE CHARGED PER HOUR IF NEEDED:
 1 TMA TRUCK WITH DRIVER STRAIGHT TIME 8 HRS OR LESS: \$145.00 PER HOUR
 1 TMA TRUCK WITH DRIVER OVERTIME AFTER 8 HRS OR SATURDAYS: \$170.00 PER HOUR
 1 TMA TRUCK WITH DRIVER DBL TIME SUNDAY: \$195.00 PER HOUR

A COPY OF THE GENERAL CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS WILL BE REQUIRED UPON EXECUTION OF THE SUBCONTRACT

- PERMANENT PAVEMENT MARKING ARE BID FOR 1 MOBILIZATION, FOR ADDITIONAL MOBILIZATIONS ADD \$2,000/EACH
- INDIVIDUAL LINE ITEMS MAY BE REMOVED FROM THIS QUOTE; ANY CHANGES MUST BE APPROVED BY ESTIMATOR
- PAVEMENT MARKING AND MARKERS REQUIRE ONE WEEK NOTICE FOR ALL OPERATIONS
- D2K REQUIRES A CLEAN, COMPLETE, AND EQUIPMENT/WORK FREE AREA
- CLEANING AND/OR TEMP TAPE REMOVAL WILL BE BILLED AS TIME & MATERIAL
- UNIT PRICES DO NOT INCLUDE TEMPORARY LANE CLOSURES (SEE OTHER EXCLUSIONS ABOVE)
- ALL REPAIRS DUE TO DAMAGE FROM THE GENERAL CONTRACTOR OR ITS SUBS' ACTIVITIES WILL BE BILLED AS TIME & MATERIAL
- ALL CONTROL POINTS MUST BE LOCATED BY THE OWNER, THE OWNER'S REPRESENTATIVE, OR THE GENERAL CONTRACTOR;
- DOCUMENTATION OF EXISTING PAVEMENT MARKINGS (IF REQUIRED) WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY

➤ 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](#)

D2K Traffic Safety, Inc. **Email:** marklong@d2ktraffic.com

Phone: (630) 416-9700

Mark Long **Fax:** (630) 416-9710

1251 Frontenac Rd., Ste.

100

Naperville, IL 60563

County: DuPage

Categories: Construction, Supplier

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- PAVEMENT MARKING: MODIFIED URETHANE
561990-All Other Support Services	TRAFFIC CONTROL SURVEILLANCE MISC: PREFORMED PLASTIC PAVEMENT MARKING PAVEMENT MARKING: REMOVAL PAVEMENT MARKING: GROOVED RECESSED PAVEMENT MARKERS RAISED PAVEMENT MARKING: PAINT SIGNING PAVEMENT MARKING: EPOXY PAVEMENT MARKING: THERMOPLASTIC HAND PAVEMENT MARKING: THERMOPLASTIC TRUCK SUPPLIER: PAVEMENT MARKING MATERIALS SUPPLIER: MATERIALS: TRAFFIC CONTROL 561990- TRAFFIC CONTROL



CONTRACT # **RR-20-4530**

DBE FIRM NAME: **Material Solutions Laboratory**
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA 8(A)

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
JT155001	CONTRACTOR'S QUALITY PROGRAM *SEE RATE SHEET			<i>\$10,000.00</i>		
				TOTALS FOR THIS DBE FIRM: \$10,000.00		

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #15671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

Date: *5/11/20*
 Contact: *Robert Kutyniuk*
 Phone: *847-608-6000*
 Firm Name: *Material Construction Solutions*
 Address: *1200 Cassart Dr. Elgin, IL 60120*

Signature for DBE Contractor: [Redacted]
 Title: *PRESIDENT*
 Date: May 11, 2020
 Contact: Daniel Tigges
 Phone: 847-466-7216
 Firm Name: Material Solutions Laboratory
 Address: 1040 Bonaventure Dr. Elk Grove Village, IL 60007

No. 00726

Illinois State Toll Highway Authority

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

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



The owner of this certificate # 00726 is tendering \$ 30,000 credits for use on bid for contract #RR-20-4530 on (date) 5/11/2020. I understand that any credits not utilized for a winning bid will be returned.

Signed: _____



Certificate No.

00726

Issued To:

Material Solutions Laboratory

Dated:

October 15, 2019

In the Amount of:

\$275,185.88

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

07/20/2019 - 09/20/2019

Miguel Perez, Mohammed Moimuddin, Danielle Krasny, Haider Ebraheemi

Bids/Contracts:

None

Other Credits:



Illinois Department of Transportation

Material Solutions Laboratory Corporation

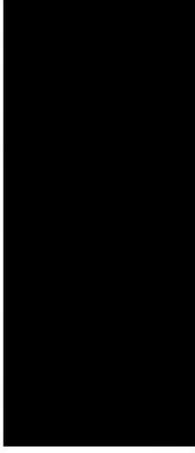
is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.



Gary Hannig
Secretary
Illinois Department of Transportation



Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 27th day of July, 2010



Illinois Department of Transportation

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

September 30, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Samir Kukadia
Material Solutions Laboratory Corporation
1040 Bonaventure Dr.
Elk Grove Village, IL 60007

Dear Mr. Kukadia:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Material Solutions Laboratory Corporation and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,


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

CONTRACT # **RR-20-4530**

DBE FIRM NAME: **Terrazas LLC**

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

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

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

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

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

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #J5671010, will not be approved within the DBE Utilization Plan. NOTE that these Items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor: Robert Kutnivat ^{TITLE} President
 Contact: Robert Kutnivat
 Firm: Marlam Construction, Inc
 Email: Robert@marlam.com
 Phone: 607-605-6000
 Address: 1200 Cassell Dr. Galesburg, IL 62520

Signature for DBE Contractor: [Redacted] ^{TITLE} [Redacted]
 Date: 05/11/2020
 Contact: Roberto Terrazas
 Firm: Terrazas LLC
 Email: robterrazas@gmail.com
 Phone: 630-364-9542
 Address: 4656 W Offner Rd, Monro, IL 60449

RR-20-4530

Terrazas LLC 4656 W Offner Rd, Monee, IL 60449

630-364-9542 robeterrazas@gmail.com

	QUANTITY	PAY ITEM/DESCRIPTION	UNIT PRICE	AMOUNT
CUSTOMER	22	JS121200 Epoxy Injection	\$70.00	\$1,540.00
Martam	1	JT503040 Structural Concrete Repair Less than 5in	\$300.00	\$300.00
	5	JT503041 Structural Concrete Repair Greater than 5in	\$350.00	\$1,750.00
	55	JT503100 Fiber Wrap	\$120.00	\$6,600.00
DATE	216	42001300 Protective Coat	\$5.00	\$1,080.00
5/11/2020	32	Jl606020 Concrete Gutter G3	\$50.00	\$1,600.00
	135	42400200 PCC Sidewalk 5in	\$20.00	\$2,700.00
	340	60615400 Paved Ditch Type A-15	\$60.00	\$20,400.00
PAYMENT TERMS	631	Jl606030 Concrete Gutter G3 Modified	\$45.00	\$28,395.00
	39	60603800 Concrete Curb and Gutter B-6.12	\$50.00	\$1,950.00
	1	Mobilization	\$7,500.00	\$7,500.00
<i>Net Payment 30</i>				\$0.00

SUBTOTAL \$73,815.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Mobilization seven days prior to start per standard specification. Quote does not include QC/QA, traffic control, hauling of concrete debris, restoration of work area, prep subgrade, adjust frames, premium time, winter protection, please provide access to work area/work platform to install fiber wrap and access to potable water. Curb and gutter includes reinforcement, sawing and sealing of joints. Our insurance is per IDOT specifications no Railroad insurance.

TAX RATE

SALES TAX

OTHER

TOTAL \$73,815.00

Sign Below to Accept Quote:

Authorized Rep

Date

➕ 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](#)

Terrazas LLC

Roberto Terrazas
4656 W. Offner Rd.
Monee, IL 60449

County: Will

Email: robeterrazas@yahoo.com

Phone: (630) 364-9542

Fax:

Categories: Construction

NAICS

237310-Highway, Street,
& Bridge Construction

238110-Poured Concrete
Foundation and Structure
Contractors

Speciality

237310- CURB & GUTTER,
SIDEWALKS

238110- MISC: GUNITE AND
SHOTCRETE
MISCELLANEOUS
CONCRETE



CONTRACT # IL TOLLWAY RR-20-4530

DBE FIRM NAME: Cardinal State, LLC
CIRCLE ALL THAT APPLY: DBE WBE SBA 8(a)

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
TOTALS FOR THIS DBE FIRM: \$80,873.85						

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #JSG71010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor:  Title: President

Date: 5/11/20

Contact: Robert Kutzvratz

Phone: 647-608-6007

Firm Name: Martian Construction, Inc

Address: 1200 Casser Dr. Argon, IL 60420

Signature for DBE Contractor:  Title: President

Date: 05/11/20

Contact: Roger Wieze

Phone: 630-320-9257

Firm Name: Cardinal State, LLC

Address: 1719 Spring Creek Road, Barrington Hills 60010

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT No - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
 TRI-STATE TOLLWAY (I-294)
 M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM No	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	25000312	SEEDING, CLASS 4A	ACRE	0.75	\$2,420.00	\$1,815.00
**	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	32	\$3.00	\$96.00
**	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	94	\$3.00	\$282.00
*	J1211126	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	4,045	\$8.30	\$33,573.50
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	7,628	\$2.45	\$18,688.60
**	JS250320	SEEDING, CLASS 5	ACRE	0.75	\$5,595.00	\$4,196.25
**	JS250350	SEEDING, CLASS 7	ACRE	0.95	\$1,485.00	\$1,410.75
**	JS280050	SILT FENCE	FOOT	1,135	\$4.00	\$4,540.00
**	JS280051	RE-ERECT SILT FENCE	FOOT	309	\$4.00	\$1,236.00
**	JS280100	SUPER SILT FENCE	FOOT	754	\$11.00	\$8,294.00
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.15	\$4,040.00	\$606.00
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	1	\$240.00	\$240.00
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	21	\$240.00	\$5,040.00
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	0.35	\$2,445.00	\$855.75
TOTAL AMOUNT OF CORE WORK						\$80,873.85

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT No - RR-20-4530

RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
TRI-STATE TOLLWAY (I-294)
M.P. 41.0 TO 52.45

SCHEDULE OF PRICES

SP	PAY ITEM No	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
----	-------------	-------------	------	------	------------	--------

Certified Profile

[CLOSE WINDOW](#)

[Print](#)

Business & Contact Information

BUSINESS NAME	Cardinal State, LLC	
OWNER	Mr. Roger Wiese	
ADDRESS	543 Blackhawk Drive Lake in the Hills, IL 60156	Map This Address
PHONE	630-320-9257	
EMAIL	rogerw@cardinalstatellc.com	
WEBSITE	http://www.cardinalstatellc.com	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFICATION DATE	7/6/2020
RENEWAL DATE	7/1/2021
CERTIFIED BUSINESS DESCRIPTION	NAICS 238110 Poured Concrete Foundation and Structure Contractors (More) NAICS 238910 Site Preparation Contractors (More) NAICS 561730 Landscaping Services (More) NAICS 562910 Remediation Services (More)

Commodity Codes

Code	Description
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238910	Site Preparation Contractors
NAICS 561730	Landscaping Services
NAICS 562910	Remediation Services

Additional Information

SERVICE-DISABLED VETERAN BUSINESS	No
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CONTRACT # RR-20-4530

DBE FIRM NAME: METROMEX CONTRACTORS, INC.

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

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
	SEE ATTACHED PROPOSAL					
				TOTALS FOR THIS DBE FIRM:		\$ 77,686.50

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #S671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor: [Redacted] Title: VICE PRESIDENT Date: 5-12-20

Signature for DBE Contractor: [Redacted] Title: VICE PRESIDENT Date: 5/8/20

Contact: DANIEL ROJAS

Firm Name: METROMEX CONTRACTORS, INC.

E-mail: drojas@metromex1.com

Phone: 708-485-3000

Address: 9550 SERGO DRIVE SUITE 100 MCCOOK, IL 60525



Illinois Department of Transportation

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

March 3, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Federico Rojas
Metromex Contractors, Inc.
9550 Sergo Dr., Ste. 100
McCook, IL 60525

Dear Mr. Rojas:

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

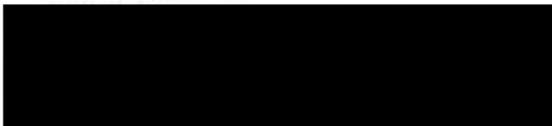
To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **April 1, 2021**. IDOT will send an affidavit form 60 days prior to that date.

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

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

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

Sincerely,



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



CONTRACT # RR-20-4530

DBE FIRM NAME: Reynaga Bros Const. Corp.
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA 8(a)

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
	Trucking					
TOTALS FOR THIS DBE FIRM:				\$30,000.00		

* Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #15671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

Signature for Prime Contractor: Title: Vice President
 Date: 5/12/2025
 Contact: Dawn S. Kabanovatz
 Phone: 817-608-6800
 Firm Name: Martam Construction, Inc.
 Address: 1200 Gasket Dr. Elgin, IL 60120

Signature for DBE Contractor: Title: Vice President
 Date: _____
 Contact: Eleazar Reynaga
 Phone: 708-878-1670
 Firm Name: Reynaga Bros Const. Corp.
 Address: 301 E. Fullerton Ave. Glendale Heights, IL 60139

📌 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](#)

**Reynaga Bros.
Const. Corp.**

Ernesto Reynaga
301 E. Fullerton Ave.
Glendale Heights, IL
60139

Email: reynagabros@yahoo.com

Phone: (630) 871-9001

Fax: (708) 356-6855

County: DuPage

Categories: Construction, Trucking

NAICS

237310-Highway, Street,
& Bridge Construction
237990-Other Heavy and
Civil Engineering
Construction
238110-Poured Concrete
Foundation and Structure
Contractors
484220-Specialized
Freight (except Used
Goods) Trucking, Local

Speciality

237310- PAVEMENT
PATCHING
237990- DRAINAGE
238110- MISCELLANEOUS
CONCRETE
484220- TRUCKING



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

_____ Date

(i) _____
Printed Name

_____ Title

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

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

(m) \$ _____

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

(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) d. _____

(o) **Total DBE Trucking Participation Based on DBE Special Provision VII.A.**

\$ _____

Sum of a, b & d above

(p) _____
Signature of DBE Sub-Contractor Authorized Agent

_____ Date

(q) _____
Printed Name

_____ Title

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

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

Signature /Date of Construction Manager (CM)

Diversity Verification

Initials / Date



Capture Application Request for Log-in/Password

I, _____, _____
 (Print the name of signatory party) (Title)

request a **Login** and **Password** for the DBE/EEO Capture Application for

Construction Manager Prime Contractor

(company name) _____.

Request Type: New User – or -- I need to add or remove contracts from my existing ID.

My email address is: _____ (only for new user).

I have the responsibility to review DBE/EEO data for the Tollway on contract(s):

# _____ [] 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: right;">(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:
dbe@getipass.com

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

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

Women: at least 6.9 percent for all contracts.

Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is **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.



Tollway Contract #: RR-20-4530

Prime: Martam Construction Inc

Date: 5/11/20

FORM EEO 1256 - WORKFORCE PROJECTION

The undersigned Bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the Bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TOTAL Workforce Projection for Contract											
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES		
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES
	M	F	M	F	M	F	M	F	M	F	
Officials (Manager)	1										
Supervisors	2										
Foremen	4				2						
Clerical											
Equipment Operators	3	1	1		1				1		
Mechanics											
Truck Drivers	3		1		1						
Ironworkers	2										
Carpenters	2				1						
Cement Masons	2				1						
Electricians	1										
Pipefitters, Plumbers											
Painters											
Laborers, Semi-Skilled	4	1	1		2						
Laborers, Unskilled	8	2			4	1					
TOTAL	32	4	3	1	12	1			1		

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F
1			
2			
4		2	
3		2	
3		2	
2		1	
2		1	
4	1	3	
6	1	2	1
27	2	13	1

TABLE C

TOTAL Training Projection for Contract								
Employees In Training	Total Employee		Black		Hispanic		*Other Minor.	
	M	F	M	F	M	F	M	F
Apprentices	1		1					
On-The-Job Trainees								

* Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column.

Note: See Instructions on page 2

FORM EEO 1256 - WORKFORCE PROJECTION - continued

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

The undersigned Bidder projects that: (number) 7 new hires would be recruited from the area in which the contract project is located; and/or (number) 7 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) 22 persons will be directly employed by the prime contractor and that (number) 14 persons will be employed by subcontractors.

Company Martam Construction Inc Telephone Number 847-608-6000
1200 Casket Dr
Address Elgin, IL 60120

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: 7/1/2020
 To: Contact Name: Robert Kutrovatz
 Contractor Company Name: Martam Construction, Inc.
 From: Seannica Spencer
 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:	7/1/2020	Revision #	0
Contract #	RR-20-4530	Established VOSB Goal:	1.50 %		
Contract Description:	Tri-State Tollway (I-294) Retaining and noise wall rehabilitation and extension				

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		\$1,316,299.20							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Herlihy Mid-Continent Company	SB	VOSB	Noise Abate Wall	\$229,853.00	\$229,853.00	17.46 %	CMS	M	Caucasian
Total # of subcontracts: 1				TOTAL	\$229,853.00	17.46 %			
Total # of subcontractors: 1				Total %	17.46 %	17.46 %			

CONTRACT # **RR-20-4530**

VOSB FIRM NAME: **Herlihy Mid-Continent Company**
 CIRCLE ALL THAT APPLY: VOSB SOVOSB

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
X03223819	Noise Abatement Wall, Precast Concrete	3,226	SQ FT	\$229,852.50		\$229,852.50
TOTALS FOR THIS VOSB FIRM:				\$229,852.50		\$229,852.50

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

Signature of Prime Contractor: Robert Kurzwilf Title: President Date: 5/13/20
 Contact: Robert Kurzwilf
 Firm Name: Mantram Construction, Inc
 E-mail: Robert@mantram.com
 Phone: 647-668-1800
 Address: 1700 Leavelle Dr. Algonquin, IL 60110

Signature for VOSB Contractor: [Redacted] Title: Vice President Date: 5/13/20
 Contact: Doug Schultz
 Firm Name: Herlihy Mid-Continent Company
 E-mail: doug@hmcco.net
 Phone: 630-378-1000
 Address: 1306 Marquette Dr, Romeoville IL 60446

PROPOSAL

HERLIHY
MID-CONTINENT CO.

Herlihy Mid Continent Company

1306 Marquette Drive

Romeoville IL 60446

Contact: Yordan Ivanov

Phone: 630-378-2797

Fax: 630-378-1002

To: Martam Construction Inc.

Proposal 05/11/2020

Owner: ISTHA

Job Name: Retaining and Noise Wall Rehabilitation
and Extension, Tri-State Tollway (I-294),
MP 41.0 to MP 52.45

Phone: 847-608-6800 Ext. 220

Fax:

Contact: Craig Mandel

Bid Date: 05/12/2020

Email: craig@martam.com

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
X0323819	NOISE ABATE WALL PRC	3,226.00	SQ F	68.65	221,464.90

NOTES:

Scope of Work

- Noise Wall installation to be accessed from ramp shoulder lane closed to traffic in stage 1 MOT.
- Noise Wall installation will have an approximate 3 week duration.
- Construction access from Tollway ramp pavement provided by others. A level and stable haul road suitable for the use of Concrete Redi-mix Trucks to be installed a minimum of 24' wide within 10' of the wall running the full length of the wall provided and maintained By others.
- Topsoil placement and landscaping at base of the completed Noise Wall by others. NOTE: this work is required in front AND back of all Noise walls by others.
- Concrete QA/QC onsite by others. We anticipate 2 full days of onsite concrete testing. Herlihy Mid Continent will provide Concrete QC at Ready Mix plant only.
- Disposal of approximately 30 CY of noise wall excavation spoil by others. Herlihy will load spoil trucks provided in a timely manner. Herlihy will not remobilize to load spoil.
- Traffic Control by others.
- Flaggers for Herlihy's work is included.
- We include incidental tree trimming to install noise wall only. No other tree removal included.
- Erosion Control, restoration, and landscaping by others.
- Construction Layout is included for Herlihy's Scope of Work only.
- Sweeping/Cleaning of roadways is excluded.
- Soil Testing and Non-Special Wasted Working Conditions and excavations are excluded.
- Performance Bond is excluded.
- This Proposal is good for thirty (30) days

Certified Profile

[CLOSE WINDOW](#)

[Print](#)

Business & Contact Information

BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
OWNER	Mr. JOHN OBRIEN
ADDRESS	1306 MARQUETTE DRIVE ROMEDEVILLE, IL 60446
PHONE	630-633-2789 Ext. 2481
FAX	630-378-1001
EMAIL	johno@hmcco.net
WEBSITE	http://www.hmcco.net
ETHNICITY	Caucasian
GENDER	Male
COUNTY	Will (IL)

[Map This Address](#)

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	9/3/2020
EXPIRATION DATE	9/3/2020
CERTIFIED BUSINESS DESCRIPTION	FENCING Demolition Services Maintenance and Repair, Bridges Excavating

Commodity Codes

Code	Description
NIGP 33000	FENCING
NIGP 91240	Demolition Services
NIGP 91366	Maintenance and Repair, Bridges
NIGP 96839	Excavating

Additional Information

REGION

Metro Chicago



VOSB FORM 2023

Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

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

Good Faith Efforts Checklist

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

_____ Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

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

_____ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

_____ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid.

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

_____ Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in Vendor's efforts to meet the goal.



VOSB FORM 2023 page 2

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

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

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

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

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____



VOSB FORM 2023

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

Project name: _____ Project number: _____

Bidder name: _____ Contact person: _____

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

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

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

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

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

Signature: _____ **Date:** _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

SPECIAL PROVISION

FOR

BID CREDIT INCENTIVE PROGRAMS

1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

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

Current Tollway Bid Credit Programs are:

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

TOLLWAY: The Illinois State Toll Highway Authority.

3. EARNING BID CREDITS

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

4. BIDDING PROCEDURES

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

4.1 Each bid solicitation will have a contract-specific total Bid Credit Cap as determined by the approved Tollway formula on the amount of Bid Credit that can be applied.

4.2 Any credits applied above and beyond the Bid Credit Cap will not be considered.

4.3 If needed, contractors can check the appropriate ACTIVE Bid Credit Certificate REGISTER on the TOLLWAY's website to ensure Bid Credit Certificate SUBMITTED are active.

4.4 The Bid Credit Cap may be met by Bid Credits:

4.4.1 Earned from one Bid Credit program or from a combination of Bid Credit programs, as Bid Credit Certificates are now issued as one certificate covering all Bid Credit programs

4.4.2 Offered for submission by joint venture partners independently, and/or by subcontractors/fabricators independently, as per Section 5 below. If Bid Credits from different firms are submitted on the same bid, the Bid Credits are applied via Bid Credit Allocation as defined above proportionally to the amounts originally submitted on the bid.

4.5 Entering Bid Credits on the bid forms:

- The BASE BID is to be clearly identified on line #1 of the P page;
- Line #2 is to include the total amount of Bid Credit applied to the bid;
- Line #3 is to include the AWARD CRITERIA (Line #1 minus Line #2 equals Line #3).

- 4.6 All Bid Credit Certificates submitted to calculate the Bid Credit included on Line #2 must be included in the original bid package.
- 4.7 All Bid Credit UTILIZED to become or remain the successful Bidder will become unavailable for inclusion in any other bid at the time the Bidder's AWARD CRITERIA is deemed the lowest responsive and responsible bid.
- 4.8 The Bid Credit Certificate (s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a Bid Credit Certificate (s) to the contractor, or subcontractor/fabricator if applicable.

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

- Ensure that the Bid Credit Certificate is in active mode, which can be done through checking the Active Bid Credit Certificate Register on the Tollway's website (www.illinoistollway.com 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-20-4530
Martam Construction, Inc.

CONTRACTOR/CONSULTANT NAME: _____

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

Martam Construction, Inc.

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

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

Martam Construction, Inc.

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

Agreed:	Agreed:
By:	By:
Signed: 	Signed:
Position: 	Position:
Date:	Date:



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

Date: June 1, 2020

Project Number: RR-20-4530

Project Name: RETAINING AND NOISE WALL REHABILITATION AND EXTENSION

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors? Yes No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Martam Construction, Inc.

Contractor/Consultant: _____

Federal Employment Identification Number (FEIN): _____

E-Mail: Robert@martam.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>
D2K Traffic Safety, Inc.	[REDACTED]	1251 Frontenac, Naperville, Il. 601	Traffic Control	\$119,908.00
Material Solutions Laborat	[REDACTED]	1040 Bonaventure Dr. Elk Grove, Il. 601	CQP	\$10,000.00
Terrazas LLC	[REDACTED]	4656 W. Offner Rd, Monee, Il. 601	Structural Repairs	\$73,815.00
Cardinal State, LLC	[REDACTED]	1719 Spring Creek Rd Barrington, Il. 601	Landscaping	\$80,873.85

Signature: _____

Date: May 29, 2020

Printed Name: Robert Kutrovatz



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

Date: June 1, 2020

Project Number: RR-20-4530

Project Name: RETAINING AND NOISE WALL REHABILITATION AND EXTENSION

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors? Yes No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Contractors/Consultants that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Contractors) or percentage (Sub-Consultants) each is expected to receive pursuant to this Contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor/Consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Contractor/Consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Martam Construction, Inc.

Contractor/Consultant: _____

Federal Employment Identification Number (FEIN): _____

E-Mail: Robert@martam.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>
Metromex Contractors, Inc.	[REDACTED]	9550 Sergo Dr, McCook, Il. 60525	HMA Paving	\$77,685.50
Herlihy Mid-Continent Con	[REDACTED]	1306 Marquette Dr, Romeoville, Il	Noise Wall Abatemen	\$229,852.50

Signature: _____

Date: May 29, 2020

Printed Name: Robert Kutrovatz



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	50234304
Entity Name	MARTAM CONSTRUCTION, INC.
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Monday, 7 May 1973
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name ROBERT KUTROVATZ
Address 1200 GASKET DR ELGIN , IL 60120
Change Date Tuesday, 13 March 2012

Annual Report
Filing Date Tuesday, 5 May 2020
For Year 2020

Officers
President Name & Address ROBERT KUTROVATZ 39W643 HENRY DAVID THOREAU ST CHARLES 60175
Secretary Name & Address JERRY KUTROVATZ 1343 FARGO BLVD GENEVA 60134

Old Corp Name
04/27/2011 MARTAM CONSTRUCTION INCORPORATED

[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.

Mon Jun 22 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:44 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 14:47 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.

*

Martam Construnction, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:44 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 14:44 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.

*

D2K Traffic Safety, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:44 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 15:08 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

Material Solutions Labortary

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:44 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 15:24 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.

*

Terrazas LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:44 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 15:54 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.

*

Cardinal State, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:44 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 15:59 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.

*

Metromex Contractors, Inc

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:45 06/23/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/23/20 AT 16:46 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.

*

Reynaga Bros.
Construction Corporation

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:44 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 16:04 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

Herlihy Mid-Continent Company

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract #

PR-20-4530

Today's
Date

5/11/20

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

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

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

Martam Construction, Inc
Contractor

Robert Kutnovatz, 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: Robert Kutrovatz

Business Name: Martam Construction, Inc.

Taxpayer Identification Number:

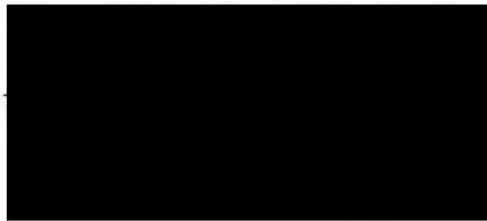
Social Security Number: N/A

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: May 8, 2020



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MARTAM CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 07, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of JANUARY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Certificate of Registration



Registration No. 16828

Martam Construction, Inc.

1200 Gasket Drive

Elgin IL 60120

Information for this business last updated on:

Thursday, January 2, 2020

Certificate produced on Monday, June 1, 2020 at 11:08 AM



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-14192

Procurement/Contract #: RR 20-4530

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 0386733

IPG Expiration Date: May 14,2021

2. Certification Timely to this Solicitation or Contract

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

Yes No

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

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the

name and address below. Yes No

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

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
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 #
Village of Buffalo Grove	University Drive Street & Utility Improvements	Contract	1939845.11	
IDOT	Bridge Repair Golf Rd	Contract	973,368.20	60R99
Village of Elk Grove	Median Enhancements Rohlwing Rd	Contract	1,159,623.00	
Thorne Electric	Randall Rd, Silver Glen to County Line	Contract	319,369.10	61E99
Kane County	Randall Rd Over Mill Creek	Contract	466,209.00	
Herlihy Mid Continent	Pump Station #8 US Rt 14	Contract	1,118,685.80	60C48
Village of Algonquin	Downtown Streetscape Stage 2	Contract	2,494,665.96	
IDOT	Bridge Deck Repairs @ Rt 38	Contract	1,330,255.60	62H04
IDOT	Rt 59 & Stearns	Contract	3,483,695.32	62A99
Kane County	Fabyan Pkwy Bridge	Contract	2,577,159.70	
IDOT	Rt 31 & Miller Rd Widening	Contract	2,636,385.22	60P66
Village of Bloomingdale	Lake St Median Enhancements	Contract	1,969,425.00	
IDOT	Bike Path & Ped Tunnel	Contract	3,439,621.75	61E01
IDOT	Chicago Sr Recon @ Center St	Contract	7,616,826.05	61E15
St. Charles	Checkerboard Parking lot	Contract	177,109.00	

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

ISTHA	Flagg Creek Water Dist	Contract	18,642,298.80	I-19-4490
DuPage County	Wall Repairs	Pending	305,000	
DuPage County	Grand Ave Culvert	Pending	992,000	

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: Martam Construction, Inc.

Phone: 847-608-6800

Street Address: 1200 Gasket Dr.

Email: Robert@martam.com

City, State, Zip: Elgin, Il. 60120

Vendor Contact: Robert Kutrovatz

Signature: _____

Date: May 28, 2020

Printed Name _____

Title: President

Vendor Registration: View

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

Martam Construction, Inc

System Vendor Number: 20319917

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

Vendor Registration

TYPE	State of Illinois Vendor Registration (Renew/Update)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	5/7/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0386733
REVIEWER	Kim Burton
DATE REVIEWED	5/14/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	5/14/2021
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	Martam Construction, Inc
CONTACT FOR THIS SUBMISSION	Elizabeth Aderton (change contact)
PRIMARY CONTACT EMAIL	liz@martam.com
PHONE	847-608-6800
FAX	847-608-6804
COMPANY EMAIL	Robert@martam.com
TAX ID NUMBER	██████████
COMPANY TYPE	Corporation
ADDRESS	1200 Gasket Dr Elgin, IL 60120 [edit address]

Vendor Registration: View Form

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

Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	5/7/2020
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime & Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Robert Kutrovatz	
3. ANNUAL SALES/GROSS RECEIPTS	53,000,000.00	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	05/07/1973	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Robert Kutrovatz	
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	847-608-6800	
CONTACT PERSON EMAIL	robert@martam.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	
--	--------------------------------	---

Vendor Registration: View Form

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

Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	5/7/2020
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? **No**



Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Vendor Registration: View Form

Help & Tools 

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	5/7/2020
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
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	237	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 100297-00	

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

Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	5/7/2020
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

F. Certifications

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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.

16828

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	5/7/2020
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
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](#)

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Vendor Registration: View Form

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	5/7/2020
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
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 

Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)

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

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. MartamPercentOwnership2020.docx (DOCX, 127.80 KB)	Attached by Elizabeth Aderton on 5/7/2020

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

Yes

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

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

Vendor Name: Martam Construction, Inc.

DBA:

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
Robert Kutrovatz	[REDACTED]	25%	\$1,521,069.00		
Mickey Kutrovatz		25%	\$1,521,069.00		
Dennis Kutrovatz		25%	\$1,521,069.00		
Jerry Kutrovatz		25%	\$1,521,069.00		



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 19, 2020

Martam Construction, Inc., #3702
1200 Gasket Drive
Elgin, IL 60120

Dear Contractor,

In response to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through July 30, 2020 will be extended through July 31, 2020. This will allow currently prequalified firms to bid on the April, June and July lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

Application Submittal Notice for 2020 Applications: If possible, in addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy. Electronic copies should be emailed to Tara Elston at Tara.Elston@illinois.gov.

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,



Tim Kell, P.E.
Engineer of Construction



**Illinois Department
of Transportation**

Certificate of Eligibility

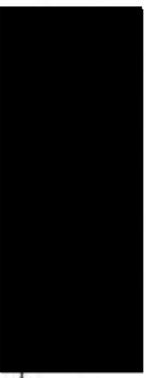
Martam Construction, Inc.
1200 Gasket Drive Elgin, IL 60120

Contractor No 3702

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

001	EARTHWORK	\$15,475,000	
002	PCC PAVING	\$13,600,000	
012	DRAINAGE	\$14,850,000	
017	CONCRETE CONSTRUCTION	\$8,850,000	
034	DEMOLITION	\$500,000	
08A	AGGREGATE BASES & SURF. (A)	\$4,875,000	
09A	HIGHWAY STRUCTURES	\$3,200,000	\$137,969,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/7/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/7/2019.



PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-20-4530

(USE INK ONLY)

This agreement, authorized by the Board of Directors to be entered into in duplicate this 25th day of June, 2020 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and Martam Construction, Inc.

- * a corporation organized and existing under the laws of the State of Illinois and authorized to do business in Illinois. {Attach Secretary of State certification}
- * ~~a partnership consisting of~~
- * ~~an individual doing business as~~
- * ~~a joint venture consisting of no more than three (3) members.~~

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Elgin, 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 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-20-4530

CONTRACT BOND AGREEMENT

The contractor shall simultaneously herewith furnish and deliver to the Tollway a Performance Bond, agreeing to perform the work in accordance with all of the provisions of the contract, as in said Performance Bond provided, and a Payment Bond, agreeing to pay not less than prevailing wages for the work to be performed in accordance with the contract and the laws of the State of Illinois and agreeing to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same date as this Agreement, in the forms prescribed by the Tollway, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the Tollway authorized to do business in the State of Illinois.

The contractor agrees that said Bonds shall be maintained in full force and effect until final acceptance of the work by the Tollway and thereafter, as provided in Article 103.05 of the Tollway Supplemental Specifications. The contractor agrees and will cause the surety to agree to be bound by each and every provision of all of the contract documents.

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Tollway, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Tollway, the contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Tollway and all persons supplying labor or materials in the prosecution of the work contemplated by this contract.

In the event the surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Tollway be insolvent, the Contractor agrees forthwith upon request of the Tollway to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the Tollway.

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for The Illinois State Toll Highway Authority issued by the Tollway.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Chief Operating Officer's signature and shall continue until June 21, 2021, in accordance with the contract book schedule.

CONTRACT END DATE

The contract end date is two (2) years from the completion date. Based on the completion date stated in the contract at the time of award the End Date June 21, 2023.

This contract maybe renewed for two (2) additional one (1) year terms or one (1) additional two (2) year term, the length of any renewal is to be determined and agreed upon by the Parties.

CONTRACT NO: RR-20-4530

LIABILITY OF JOINT VENTURE

In the event the successful bidder (contractor) of this contract is a joint venture, then each individual, partnership, or corporation comprising such joint venture, shall be individually, personally, severally and jointly liable and responsible, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this contract, notwithstanding any arrangement, understanding or agreement to the contrary, if any, whether disclosed to the Tollway or not, entered into by and between the individual, partnership, joint venture, or corporation comprising such joint venture.

PERFORMANCE OF THE WORK

The contractor shall perform all work under the direct supervision, and to the satisfaction of the Construction Manager. The Construction Manager shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the work and interpretation of the specifications, and the Construction Manager's decision shall be final.

Any dispute between the Construction Manager and the contractor with respect to any matter shall be decided by the Chief Engineering Officer of The Tollway and his decision shall be final.

In the event that the quantity of any item of work as given in the Bid shall be greater or less than estimated, payment shall be made by the Tollway on the basis of the actual quantity completed at the unit price for such item named in the Bid, subject to the provisions of the Article 104.02 of the Tollway Supplemental Specifications.

Notwithstanding anything contained in this contract, all payments to be made pursuant to this contract shall be subject to approval by the Chief Engineering Officer.

CONSIDERATION

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

ASSIGNMENT

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

CONTRACT NO: RR-20-4530

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-20-4530
NOTICE**

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to the Martam Construction, Inc. at:

1200 Gasket Drive
Elgin, Illinois 60120

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 6-17-20
President Robert Kutrovatz ✓
Printed Name as Signed Above

ATTEST: _____ (Seal)
Secretary Gerry Kutrovatz
Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED: _____ Date 08/11/2020
Willard S. Evans Jr., Chairman/CEO

_____ Date 08/11/2020
Jose Alvarez, Executive Director

APPROVED: _____ Date 08/05/2020
_____, Chief Financial Officer

APPROVED: _____ Date 07/29/2020
Kathleen Pasulka-Brown, General Counsel

Approved as to Form and Constitutionality
_____ Date 07/29/2020
Attorney General, State of Illinois

CORPORATION SIGNATURE FORM

At a meeting on May 31st, 2019, the Board of Directors
of Martam Construction adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Robert Kutrovatz
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Martam Construction
(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-20-4530.”

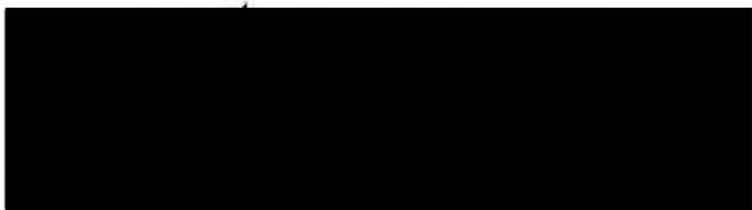
I, Jerry Kutrovatz, Secretary of the aforesaid corporation,

do hereby certify that the foregoing is a true and correct copy of a Resolution
adopted as above set forth.

(Corporate Seal)

6.17.20

Date



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-20-4530

PERFORMANCE BOND

Bond No. 2302219

KNOW ALL PERSONS BY THESE PRESENTS, That we, Martam Construction, Inc.,
(Name of Principal)

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

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and North American Specialty Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of NH 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 Four Hundred and Six Thousand Two Hundred Ninety Nine Dollars and Twenty Cents (\$1,406,299.20), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract No. RR-20-4530, RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
(Insert Contract Number and Description)
TRI-STATE TOLLWAY (I-294) M.P. 41.0 TO 52.45

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.

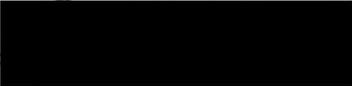
IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 18th day of June, 2020.

North American
Surety Specialty Insurance Company

Address 1200 Main Street, Suite 899

Kansas City, MO 64105

By 
(Seal)

James Moore

Agent for
Surety Hub International Midwest

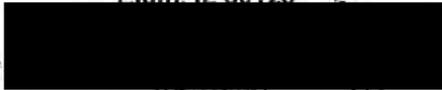
Address 1411 Opus Place, Suite 450

Downers Grove, IL 60463

Principal Martam Construction, Inc.

Address 1200 Gasket Dr.

Elgin, IL 60120

By 
(Signature) (Seal)

Robert Kutrovatz, President
(Name & Title)

Attest 
Corporate Secretary **Jerry Kutrovatz**

(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)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JAMES MOORE, STEPHEN KAZMER, DAWN MORGAN,
MELISSA SCHMIDT, KELLY A. GARDNER, and TARIESE PISCOTTO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Redacted]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Redacted]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook SS:

On this 4th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of June, 2020.

[Redacted Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

State of Illinois}
} ss.
County of DuPage }

On June 18, 2020, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James Moore known to me to be Attorney-in-Fact of North American Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires July 5, 2020



Alexandra Sartori, Notary Public



Commission No. 840142

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-20-4530

PAYMENT BOND

Bond No. 2302219

KNOW ALL PERSONS BY THESE PRESENTS, That we, Martam Construction, Inc.,
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and North American Specialty Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of NH 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 Four Hundred and Six Thousand Two Hundred Ninety Nine Dollars and Twenty Cents (\$1,406,299.20), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract No. RR-20-4530, RETAINING AND NOISE WALL REHABILITATION AND EXTENSION
(Insert Contract Number and Description)

TRI-STATE TOLLWAY (I-294) M.P. 41.0 TO 52.45

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 18th day of June, 2020.

North American
Surety Specialty Insurance Company

Address 1200 Main Street, Suite 899

Kansas City, MO 64105

By 

(Seal) Attorney in Fact
James Moore

Agent for
Surety Hub International Midwest

Address 1411 Opus Place, Suite 450

Downers Grove, IL 60463

Principal Martam Construction, Inc.

Address 1200 Gasket Dr.

Elgin, IL 60120

By 

(Signature) (Seal)
Robert Kutrovatz, President
(Name & Title)

Attest 

Corporate Secretary **Jerry Kutrovatz**

(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)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JAMES MOORE, STEPHEN KAZMER, DAWN MORGAN,

MELISSA SCHMIDT, KELLY A. GARDNER, and TARIESE PISCIOOTTO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Redacted]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Redacted]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 4th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of June, 2020.

[Redacted]
Jeffrey Goldberg, Vice President & Assistant Secretary of

Washington International Insurance Company & North American Specialty Insurance Company



HUB International.com

1411 Opus Place, Suite e 450
Downers Grove, IL 60515
Toll-free: 888-236-9514

hubinternational.com

6/29/2020

RE:

Martam Construction, Inc
1200 Gasket Drive
Elgin, IL 60120

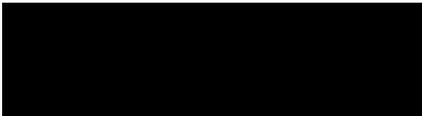
Contract # RR-20-4530

Retaining and noise wall rehabilitation and extension Mile Post 41 to Mile Post 52.45

To whom it may concern,

All provisions of the accepted certificates of insurance and endorsements indicated have been obtained. We will provide a binder for the pollution policy that will be effective 8/20/2020. The environmental professional liability will be provided by Martam Construction's subcontractor. We are the broker for Martam Construction, Inc.

Sincerely,



Vice President

**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)
6/26/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Hub International Midwest West 1411 Opus Place Suite 450 Downers Grove, IL 60515	PHONE (A/C, No, Ext) (630) 468-5600	COMPANY Travelers Property Casualty Company of America
FAX (A/C, No)	E-MAIL ADDRESS	
CODE 0TV962	SUB CODE	
AGENCY CUSTOMER ID # MARTCON-09	License # 100290819	
INSURED Martam Construction, Inc 1200 Gasket Drive Elgin, IL 60120	LOAN NUMBER	POLICY NUMBER QT-660-6N332161-TIL-20
	EFFECTIVE DATE 8/20/2020	EXPIRATION DATE 8/20/2021
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk - Replacement cost, Special Form including Theft	\$1,406,299	5,000

REMARKS (Including Special Conditions)**Special Conditions:**

RE:
Illinois State Tollway Highway Authority Contract RR-20-4530
MILE POST 41 TO MILEPOST 52.45,
ROSEMONT, IL, 60018

Named Insured: Tollway, contractor, and subcontractor of any tier as interest may appear.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The Illinois State Toll Highway Authority Attention: Risk Management 2700 Ogden Avenue Downers Grove, IL 60515	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
AUTHORIZED REPRESENTATIVE			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME PHONE (A/C, No, Ext) 630-468-5600		FAX (A/C, No)
	E-MAIL ADDRESS CSUConstruction@hubinternational.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Martam Construction, Inc 1200 Gasket Drive Elgin IL 60120	INSURER A Allied World National Assurance Company		10690
	INSURER B Allied World Specialty Insurance Company		16624
	INSURER C Travelers Property Casualty Company of America		25674
	INSURER D Accident Fund Insurance Company of America		10166
	INSURER E Starr Indemnity and Liability		38318
	INSURER F Navigators Specialty Insurance Company		36056

COVERAGES

CERTIFICATE NUMBER: 476530402

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes XCU GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6004-0164	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6000-0440	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-81N23997-19-NF	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 *FOLLOWS FORM* \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N N	N/A	WCS7000259	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <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
E F	Excess Liability (15x10) Pollution Liability	Y		1000585483191 CH20ECPZ05R6BIC	12/31/2019 8/20/2020	12/31/2020 8/20/2021	Occurrence/Aggregate \$15,000,000 Incident/Aggregate \$2,000,000

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

RE: Contract RR-20-4530 Retaining and noise wall rehabilitation and extension Tollroad # Tr-State Tollway (I-294) Mile Post 41 to Mile Post 52.45
 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, the Illinois Department of Transportation, village of Rosemont, City of Des Plaines, HBM Engineering Group, LCC, and their subconsultants, and WSP Inc and their officers, agents, and employees are included as additional insured under General Liability, pollution liability, and Auto Liability on a primary/non-contributory basis when agreed in a written contract subject to policy terms, conditions, and exclusions. Waiver of subrogation applies under General Liability, Auto Liability, and Workers' compensation in favor of the additional insured listed when agreed in a written contract subject to policy terms, conditions, and exclusions. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

Illinois State Toll Highway Authority
 2700 Ogden Avenue
 ATTN: Risk Management
 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.

© 1988-2015 ACORD CORPORATION. All rights reserved.

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:
<p>The Illinois State Tollway The Consulting Engineer, Program Management Office (PMO), Design Section Engineer, Design Corridor Manager, and Construction Corridor Manager Contract RR-20-4530 2700 Ogden Avenue Downers Grove, IL 60515</p>
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 rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Martam Construction, Inc.

Endorsement Effective Date: 12/31/2019

SCHEDULE

Name Of 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.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Martam Construction, Inc.

Endorsement Effective Date: 12/31/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any organization which you have a written contract provided that such was executed prior to an occurrence.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence	All Locations and Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER
CONTRACT OR AGREEMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

If, prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for injury or damage as required under an "insured contract", we will also waive any rights we may have against such person or organization

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

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
Insured

Policy No. WCS7000259

Endorsement No.

Insurance Company

Countersigned by





Patricia Feaheny
227 West Monroe St, 45th floor
Chicago, IL 60606
(713) 447-2109
Patricia.Feaheny@thehartford.com

Date: June 25, 2020

To: Samantha Zitnik
HUB INTERNATIONAL MIDWEST LIMITED (Downers
Grove, IL)
1411 OPUS PLACE, STE 450
DOWNERS GROVE, IL 60515

Via Email: samantha.zitnik@hubinternational.com

Contractors Pollution Liability Toolkit II Binder

Dear Samantha:

Thank you for the business and Navigators Environmental is pleased to provide this insurance binder for Martam Construction, Inc as follows:

Policy Number: CH20ECPZ05R6BIC

Named Insured: Martam Construction, Inc
1200 Gasket Drive
Elgin, IL 60120

Company: Navigators Specialty Insurance Company
1 Penn Plaza
New York, NY 10019

Navigators Specialty Insurance Company Rated 'A+' (Superior) by A.M. Best

Policy Coverage: **Contractors Pollution Liability Toolkit II
NAV ECP-O TLKT II (03/13)**



Patricia Feaheny
 227 West Monroe St, 45th floor
 Chicago, IL 60606
 (713) 447-2109
 Patricia.Feaheny@thehartford.com

ONLY THOSE COVERAGES SCHEDULED BELOW WITH ACTUAL LIMITS OF LIABILITY ARE INCLUDED IN THIS PREMIUM INDICATION					
Bound Option: Coverages & Limits of Liability ¹					
Policy Coverage Type:	Project	Insured's Exposure Basis:		\$1,406,300	
Policy Period:	08/03/2020 To 08/03/2021				
Coverage	Each Incident	Coverage Section Aggregate	Policy Aggregate	Deductible	Policy Term (Yrs)
A – Operations Pollution Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000	1
B - Site Pollution Liability	N/A	N/A		N/A	
C - Environmental Crisis Management	\$50,000	\$50,000		N/A	
Total Premium:				\$	
Bound Option Comments:					

1: All coverages, limits, sub-limits and endorsements referenced herein are subject to (and not in addition to) the Policy Aggregate Limit shown above. The limits on multi-year policies do not reinstate annually.

Minimum Earned Premium: 100.00%

Broker Commission:

Policy Forms and Endorsement Schedule List*:

The coverage descriptions provided herein are only a brief synopsis of the coverage being afforded, please refer to the actual policy and endorsements for coverage specifics.

Option	Form Title	Form Number
All	Cover Letter	Cover Letter (04 13)
All	NAV ENV Policy Jacket (Non NY)	NAV NSIC ENV POLICY JCKT (01/11)
All	Emergency Response Policy Holder Notice	NAV ENV ERS (02/11)
All	OFAC ENDORSEMENT	NAV-ML-002 (11/12)
All	Common Policy Declarations	NAV ECP-O TLKT II DEC (03/13)
All	Contractors Pollution Liability Toolkit II	NAV ECP-O TLKT II (03/13)
All	Illinois Complaint Notice	NSIC IL NOTICE (10/09)
All	Notice of Claim Form	NENV CN 01 (04/17)



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All	Claim Reporting Notice Endorsement	NENV CN 02 (04/17)
All	Schedule Project Endorsement	NENV 8047 (03/13)
All	Completed Operations Extension Endorsement	NENV 8048 (09/13)
All	Illinois Civil Unions Amendatory Endorsement	NENV 001 IL (03/13)
All	Illinois Service of Suit Endorsement	NENV 8100 (07/15)
All	Full Terrorism Exclusion (Including Certified Act of Terrorism) Endorsement	NENV 8087 (01/15)

TERRORISM INSURANCE COVERAGE OPTION:

The Terrorism Risk Insurance Program Reauthorization Act of 2007 as amended in 2015 requires insurance companies to offer limited terrorism coverage. The premium presented in this binder does not include this coverage.

SUBJECTIVITIES:

In order for this Binder letter to be valid and bindable, the following information must be received by the following date:

Binding

Option	Subjectivity
All	Copy of contract along with the details on the scope of work for the project seeking coverage.

ADDITIONAL CONDITIONS:

This Binder is valid from the date of Binder or the effective date, whichever comes first.

The terms and conditions of this Binder may differ from specifications originally requested. Please call if you have any questions.

Any policy that may be issued as a result of this Binder, shall not apply to the extent that any offer to provide insurance, or the actual providing of insurance, would be in violation of the laws of the United States including, but not limited to,

m. Waste Disposal

any **claim** or **loss** arising out of the disposal of any products or materials, including, but not limited to, **your products** or waste, that have been delivered to any premises, location, or facility for the purpose of treatment, storage, processing, recycling or disposal. However, this exclusion does not apply to a **pollution incident** on, under or migrating from or through a **waste disposal facility** or a third-party jobsite at which you physically perform **your work** and the **pollution incident** is the result of that work.

n. Workers' Compensation and Similar Laws

any **claim** or **loss** arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

o. Your Product

any **claim** or **loss** arising out of **your product** after you have relinquished possession of it to a third party. This exclusion does not apply to **your products** that you install or repair as part of **your work**.

SECTION II. WHO IS AN INSURED

In addition to the **named insured** listed in Item 1. of the Declarations, and any **named insured** added to this policy by endorsement, the following persons or entities are insureds under this policy:

1. If you are designated in the Declarations as:

- a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your **volunteer workers**, but only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **bodily injury**:

- (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company); or
- (b) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) immediately above.

- (2) **property damage** or **environmental damage** to property:
- (a) owned, occupied or used by, or
 - (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your **property if you die**, but only:
 - (1) with respect to liability arising out of the maintenance or use of **that property**; and
 - (2) until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any organization you newly acquire or form, other than a **partnership, joint venture** or **limited liability company**, and over which you maintain a majority ownership interest, will qualify as a **named insured** if there is no other similar insurance available to that organization. However, coverage for any newly acquired or formed organization:
- a. is afforded only until the one hundred and twentieth (120th) days after you acquire or form the organization, or the end of the **policy period, whichever is earlier**;
 - b. applies only if you provide written notification to us within one hundred and twenty (120) days after the date of such acquisition or formation or before the end of the **policy period, whichever is earlier**;
 - c. if, in our sole discretion, we determine additional premium is to be charged you are responsible to pay the additional premium when due; and
 - d. does not apply to any **bodily injury, property damage, environmental damage, or crisis management event** that occurred, or any **pollution incident** that began, before you acquired or formed the organization.

No coverage will be afforded subsequent to the one hundred and twentieth (120th) day after you acquire or form any new organization unless and until such organization is specifically endorsed onto the policy by us. The **first named insured** may request that any such newly acquired or formed organization be added to the policy; however, in our sole discretion, additional underwriting information and premium may be required. If we consent to adding any newly acquired or formed organization, the **first named insured** is responsible to pay any additional premium when due.

- 4. Any person or organization that has at least a majority ownership or controlling interest in you is an insured, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your work** and solely with respect to their financial control of you.
- 5. Any person or organization, including your clients for whom you perform **your work**, whom you agree to include as an insured in an **insured contract** is an insured, but only with respect to a **pollution incident** arising out of **your work** and only:
 - a. if the contract or agreement is executed and effective prior to the date any **pollution incident** to which this policy applies first began; and
 - b. for the lesser of the:
 - (1) minimum limits required by the contract, agreement or permit; or
 - (2) applicable limits of liability in this policy.

No person, organization or entity is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.