

RESOLUTION NO. 22130

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4545 for Pavement Repairs – Systemwide and Asphalt Repairs on the Tri-State Tollway (I-294) from Mile Post 17.00 (95th Street) to Mile Post 40.00 (Balmoral Avenue). The lowest responsive and responsible bidder on Contract No. RR-20-4545 is K-Five Construction Corporation in the amount of \$4,096,789.06.

Resolution

Contract No. RR-20-4545 is awarded K-Five Construction Corporation in the amount of \$4,096,789.06, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chairman

U

RETURN WITH BID

CONTRACT RR-20-4545

**SYSTEMWIDE PAVEMENT REPAIRS
CONCRETE REPAIRS: SYSTEMWIDE
ASPHALT REPAIRS: TRI-STATE TOLLWAY (I-294)
BETWEEN MILE POSTS 17.0 AND 40.0**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I
REQUIRED DOCUMENTS**

**ADDENDUM ONE
TO
CONTRACT REQUIREMENTS FOR
FOR CONTRACT RR-20-4545
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: September 17, 2020

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

NOTICE OF REVISION TO CONTRACT

NOTES:

1. Revised Advertisement page A-1R accompanies this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. Revised Cover Page(s) COVER PAGE - REVISED accompanies this Addendum and must be inserted into the Contract Proposal by the Bidder.
3. The sign-in sheet from the Optional Pre-Bid Meeting held on September 8, 2020 are included with this Addendum.
4. Responses to Request for Information received from the Plan Holders are included in this Addendum.

CHANGE TO THE CONTRACT ADVERTISEMENT FOR SEALED BIDS

Change #1 Contract Requirements, Volume I, Advertisement, replace page A-1 with A-1R (attached), and Contract Requirements, Volume I, replace Cover Page with COVER PAGE - REVISED (attached). This replacement contains the following revisions:

- 1.1 Revise to indicate correct Mile Posts limits.

CHANGES TO THE SCHEDULE OF PRICES

NONE

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #2 Contract Requirements, Volume II, replace Cover Page COVER PAGE - REVISED (attached). This replacement contains the following revisions (attached):

- 2.1. Revise to indicate the correct Mile Post Limits.

END OF ADDENDUM CHANGES



Meeting Registration Report (WebEx) Pre-Bid Meeting RR-20-4545

Event on Tuesday, September 8, 2020 11:00 am

Pending (0)	Approved (14)	Rejected (0)	All (14)
-------------	---------------	--------------	----------

Maximum registrations allowed: 10000 Total registrations: 14

First Name	Last Name	Email Address	Registration Date & Time
Patty	Ross	pross@getipass.com	9/4/20 11:11 am
James	Dvoratchek	jimd@hrccinc.com	9/4/20 11:13 am
donald	Patterson	ptaxesrus@sbcglobal.net	9/4/20 11:38 am
Thomas	Gayton	tgayton@gaytonenterprises.com	9/4/20 12:27 pm
Maritsa	Garcia	maritsag@drainc.com	9/4/20 12:39 pm
Jim	Russo	russo@hrccinc.com	9/4/20 2:55 pm
Manny	Gamez	mgamez@rcn.com	9/5/20 6:16 pm
dave	schmoe	daves@k-five.net	9/8/20 9:02 am
Howard	Hamilton	hhamilton@hamiltonconsultingengineers.com	9/8/20 10:16 am
Mike	Healy	mhealy@rwdco.com	9/8/20 10:47 am
Mike	Valentino	mvalentino@getipass.com	9/8/20 10:58 am
Terrence	Tounsel	ttounsel@getipass.com	9/8/20 10:59 am
Sue	Garcia	slgarcia@getipass.com	9/8/20 11:00 am
Ed	Flores	eduardoflores@getipass.com	9/8/20 11:05 am

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT R-20-4545
REQUESTED FOR INFORMATION FROM PROSPECTIVE BIDDERS**

The following are the questions received on or before September 14, 2020 and our responses:

Question 1: *Why is the Contract Completion date of 5/12/2022 almost one year later than the substantial completion date of 7/1/2021.*

Response 1: Beyond the immediate needs of maintenance and patching, it is anticipated that additional maintenance and patching will be needed after the 2021/2022 winter; therefore, the contract completion date is set to allow for work to be performed during the Spring of 2022 to address issues arising out of the preceding winter months.

Questions 2: *Can the Tollway provide a schedule listing the locations of the patches for Pay Items JI440354 and JI442135.*

Response 2: These two pay items are related to work on the Central Tri-State between M.P 17 – M.P. 40. Locations of work will be determined prior to construction.

Question 3: *Will a schedule of locations for the asphalt patching be provided?*

Response 3: See Response 2 above.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and Information for

CONTRACT NO: RR-20-4545

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 am, October 6, 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 www.illinoistollwaybidding.com.

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 optional pre-bid meeting will be held through WebEx on **September 8, 2020** at **11:00am**. The WebEx link information will be provided via an announcement.

The work to be done under this contract shall be started on or about **January 15, 2021**. All work under this Contract shall be completed by **May 12, 2022**. The location of services to be performed is **Systemwide (All)**. The scope of the work shall consist of: Asphalt Repairs: Systemwide; Asphalt Repairs: Tri-State Tollway I-294 (Northbound and Southbound Lanes) between Mile Posts 17.0 and 40.0; Concrete Repairs: (Systemwide). The scope of the work shall consist of Systemwide pavement repairs and patching, including, pavement removal and replacement of Warm-Mix-Asphalt, crack routing and sealing, and crack filling; and Portland Cement Concrete Pavement Patching (full depth and partial depth.).

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

IDOT Prequalification required: YES NO

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

Joint Ventures shall be limited to no more than three (3) 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 IDOT 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 9197D.4545_Questions@docs.e-builder.net, to be received no later than **2:00 pm on September 14, 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 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: September 1, 2020

RETURN WITH BID

CONTRACT RR-20-4545

**SYSTEMWIDE PAVEMENT REPAIRS
CONCRETE REPAIRS: SYSTEMWIDE
ASPHALT REPAIRS: TRI-STATE TOLLWAY (I-294)
BETWEEN MILE POSTS 17.0 AND 40.0**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I
REQUIRED DOCUMENTS**

RETURN WITH BID

CONTRACT RR-20-4545

**SYSTEMWIDE PAVEMENT REPAIRS
CONCRETE REPAIRS: SYSTEMWIDE
ASPHALT REPAIRS: TRI-STATE TOLLWAY (I-294)
BETWEEN MILE POSTS 17.0 AND 40.0**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME II
SPECIAL PROVISIONS**

TABLE OF CONTENTS

PART I: Instructions

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

PART II: Bid Requirements

Prevailing Wage – Cook County	1 thru 7
Bid	P-1 thru P-9
Bid Bond (Insert after P-Pages)	
Forms A or Forms B Disclosures	N-1 thru N-2
Responsible Bidder Affidavit	PA-1
Bidder Preferences	R-1, R-2
Bidder List of Individual Contacts	R-3
Affidavit	R-4
Plant and Equipment Questionnaire	S-1 thru S-6
Current Contractual Obligations	S-7
Disadvantaged Business Enterprise Participation & Utilization Plan	DBE-1 thru DBE-15
Equal Employment Opportunity Program	EEO-1 thru EEO-8
Veteran Small Business Participation & Utilization Plan	VOSB-1 thru VOSB-11
Bid Credit Incentive Programs	BCP-1 thru BCP-5
Illinois Tollway Standard Business Terms and Conditions	TC-1 thru TC-9

PART III: Contract Requirements

Contract Bond Agreement	T-1 thru T-5
Performance Bond	U-1, U-2
Payment Bond	V-1, V-2
Insurance	I-4

VOLUME II

SPECIAL PROVISIONS	J-1 thru J-171
--------------------	----------------

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-20-4545

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 am, October 6, 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 www.illinoistollwaybidding.com.**

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 optional pre-bid meeting will be held through WebEx on **September 8, 2020 at 11:00am**. The WebEx link information will be provided via an announcement.

The work to be done under this contract shall be started on or about **January 15, 2021**. All work under this Contract shall be completed by **May 12, 2022**. The location of services to be performed is **Systemwide (All)**. The scope of the work shall consist of: Asphalt Repairs: Systemwide; Asphalt Repairs: Tri-State Tollway I-294 (Northbound and Southbound Lanes) between Mile Posts 17.0 and 40.0; Concrete Repairs: (Systemwide). The scope of the work shall consist of Systemwide pavement repairs and patching, including, pavement removal and replacement of Warm-Mix-Asphalt, crack routing and sealing, and crack filling; and Portland Cement Concrete Pavement Patching (full depth and partial depth.).

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

IDOT Prequalification required: YES NO

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

Joint Ventures shall be limited to no more than three (3) 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 IDOT 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 9197D.4545_Questions@docs.e-builder.net, to be received no later than **2:00 pm on September 14, 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 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: **September 1, 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.	✓
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.	✓
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	✓

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
------------------	-----------	---

Equal Employment Opportunity EEO 1256	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.
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 electronically 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.

NOTE: 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>).

All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.

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. Note that the Tollway's LCPTracker payroll reporting and monitoring system requires weekly reporting of certified payrolls.
- 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 ELECTRONICALLY**

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 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 7/15/2020

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		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
CEMENT MASON	All	ALL		47.00	49.00	2.0	1.5	2.0	2.0	15.75	19.73	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION ELECTRICIAN	All	BLD		45.41	48.21	1.5	1.5	2.0	2.0	10.99	13.65	1.25	1.40	0.47
ELECTRIC PWR EQMT OP	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRIC PWR GRNDMAN	All	ALL		42.82	59.90	1.5	1.5	2.0	2.0	9.93	14.37	0.00	2.66	
ELECTRIC PWR LINEMAN	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRICIAN	All	ALL		50.00	53.00	1.5	1.5	2.0	2.0	15.95	17.49	1.25	1.76	1.30
ELEVATOR CONSTRUCTOR	All	BLD		58.47	65.78	2.0	2.0	2.0	2.0	15.73	18.41	4.68	0.63	
FENCE ERECTOR	All	ALL		44.42	46.42	1.5	1.5	2.0	2.0	13.68	15.40	0.00	0.65	
GLAZIER	All	BLD		46.35	47.85	1.5	2.0	2.0	2.0	14.79	22.67	0.00	1.26	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44	
LABORER	All	ALL		44.40	45.15	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
LATHER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		34.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		39.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MILLWRIGHT	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	52.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	2	50.80	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	3	48.25	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	4	46.50	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	5	55.85	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	6	53.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	

OPERATING ENGINEER	All	BLD	7	55.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	6	40.00	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	1	50.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	2	49.75	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	3	47.70	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	4	46.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	5	45.10	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	6	53.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	7	51.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
ORNAMENTAL IRON WORKER	All	ALL		51.63	54.13	2.0	2.0	2.0	2.0	14.23	22.25	0.00	1.25
PAINTER	All	ALL		48.30	54.34	1.5	1.5	1.5	2.0	12.51	14.24	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		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92
PLASTERER	All	BLD		45.00	47.70	1.5	1.5	2.0	2.0	15.75	18.14	0.00	1.25
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35
ROOFER	All	BLD		45.45	49.45	1.5	1.5	2.0	2.0	10.88	13.31	0.00	0.91
SHEETMETAL WORKER	All	BLD		46.50	50.22	1.5	1.5	2.0	2.0	12.35	26.53	0.00	0.90
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.65	4.00	0.00	0.00
SPRINKLER FITTER	All	BLD		49.95	52.45	1.5	1.5	2.0	2.0	13.50	16.80	0.00	0.55
STEEL ERECTOR	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95
TRAFFIC SAFETY WORKER	All	HWY		36.75	38.35	1.5	1.5	2.0	2.0	7.95	8.20	0.00	0.75
TRUCK DRIVER	E	ALL	1	38.35	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	2	38.60	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	3	38.80	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	4	39.00	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	W	ALL	1	39.08	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15

TRUCK DRIVER	W	ALL	2	39.23	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15
TRUCK DRIVER	W	ALL	3	39.43	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15
TRUCK DRIVER	W	ALL	4	39.63	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15
TUCKPOINTER	All	BLD		47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94

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 75 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-20-4545

Bids will be received electronically via BidBuy, the State of Illinois eProcurement system. All Bids must be received by 10:30 a.m., local time, **October 6, 2020**. The system will not accept Bids after the deadline. Bids will be immediately thereafter publicly opened online and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Asphalt Repairs: Systemwide; Asphalt Repairs: Tri-State Tollway I-294 (Northbound and Southbound Lanes) between Mile Posts 29.9 (Plaza 35) and 39.8 (Balmoral Avenue); Concrete Repairs: Systemwide. The scope of the work shall consist of Systemwide pavement repairs and patching, including, pavement removal and replacement of Warm-Mix-Asphalt, crack routing and sealing, and crack filling; and Portland Cement Concrete Pavement Patching (full depth and partial depth).

The services will be performed systemwide and on the Tri-State Tollway (I-294) between Mile Posts 29.9 (Plaza 35) and 39.8 (Balmoral Avenue) 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 Sept. 17, 2020
Addendum No. Date
Addendum No. Date
Addendum No. Date

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

Accompanying this bid is a Bid Guaranty:

(a)
(b)

Evidence by a bank draft, cashier's check or certified check on _____, Bank, for \$ _____, payable to The Illinois State Toll Highway Authority, or A Bid Bond in favor of the Tollway for \$ 590, 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-20-4545, 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
999 Oakmont Plaza Dr., Ste. 200

having principal office at Westmont, IL 60559 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 6th day of October, 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:

<u>Robert G. Krug</u>	<u>999 Oakmont Plaza Dr., Ste. 200, Westmont, IL 60559</u>
President	Address

<u>Jennifer Krug-McNaughton</u>	<u>999 Oakmont Plaza Dr., Ste. 200, Westmont, IL 60559</u>
Vice-President	Address

<u>Robert W. Krug</u>	<u>999 Oakmont Plaza Dr., Ste. 200, Westmont, IL 60559</u>
Secretary	Address

<u>Josephine M. Krug</u>	<u>999 Oakmont Plaza Dr., Ste. 200, Westmont, IL 60559</u>
Treasurer	Address

Bid Notes

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

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

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. RR-20-4545 as specified in S.P. 103.1

10-FIVE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY						
CONTRACT RR-20-4545						
SYSTEMWIDE PAVEMENT REPAIRS						
SCHEDULE OF PRICES						
S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI406108	ASPHALT TACK COAT(NON-TRACKING)	POUND	9,251	\$0.01	\$92.51
*	JI440354	PARTIAL DEPTH ASPHALT PATCHING, 4"	SQ YD	18,440	\$102.30	\$1,886,412.00
*	JI442135	CLASS D4 PATCHES, TYPE II, 4 INCHES	SQ YD	249	\$160.00	\$39,840.00
*	JI451100	CRACK ROUTING (PAVEMENT)	FOOT	1,800	\$2.25	\$4,050.00
*	JI451110	CRACK SEALING	POUND	2,025	\$14.25	\$28,856.25
*	JI451160	CRACK FILLING	FOOT	13,086	\$4.30	\$56,269.80
*	JI780250	PAVEMENT MARKING OVER PATCHES - LINE 4"	FOOT	11,835	\$1.00	\$11,835.00
*	JI780251	PAVEMENT MARKING OVER PATCHES - LINE 6"	FOOT	13,345	\$1.50	\$20,017.50
*	JI780252	PAVEMENT MARKING OVER PATCHES - LINE 10"	FOOT	500	\$2.50	\$1,250.00
*	JI781000	RAISED PAVEMENT LANE MARKER	EACH	536	\$33.00	\$17,688.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$146,000.00	\$146,000.00
*	JT701021	MAINTENANCE OF TRAFFIC, DAILY ONE LANE CLOSURE, STANDARD E-2	EACH	20	\$3,650.00	\$73,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

**CONTRACT RR-20-4545
SYSTEMWIDE PAVEMENT REPAIRS
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701026	MAINTENANCE OF TRAFFIC, DAILY TWO LANES CLOSURE, STANDARD E-2	EACH	20	\$4,290.00	\$85,800.00
*	JT701028	MAINTENANCE OF TRAFFIC, DAILY THREE LANES CLOSURE, STANDARD E-2	EACH	5	\$4,620.00	\$23,100.00
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	6	\$75.00	\$450.00
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	3	\$280.00	\$840.00
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	2	\$1,000.00	\$2,000.00
*	JT783007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	536	\$8.00	\$4,288.00
				TOTAL AMOUNT OF CORE WORK		2,401,789.06
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	250,000	\$1.00	\$250,000.00
*	JT154012	ALLOWANCE FOR ADDITIONAL MILLING AND OVERLAY	UNIT	1,000,000	\$1.00	\$1,000,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	\$1.00	\$100,000.00
*	JT154080	CONTRACT ALLOWANCE FOR CONCRETE PAVEMENT REPAIRS, FULL DEPTH	UNIT	250,000	\$1.00	\$250,000.00

GK
NF

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

**CONTRACT RR-20-4545
SYSTEMWIDE PAVEMENT REPAIRS
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$95,000.00	\$95,000.00
**	999NEG04	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08(a)	INC/DAY		(2,500.00)	
**	999NEG05	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.08(b)	OCCUR		(2,500.00)	
**	999NEG07	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.08(d)	SQ FT		(100.00)	
**	999NEG08	FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08(e)(a)	15 MINUTES		(3,000.00)	
**	999NEG09	FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08(e)(b)	15 MINUTES		(5,000.00)	
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG21	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST	OCCUR		(4,000.00)	
	999NEG22	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL EAST	OCCUR		(9,000.00)	
	999NEG23	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - REAGAN MEMORIAL WEST	OCCUR		(4,000.00)	
	999NEG24	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - REAGAN MEMORIAL EAST	OCCUR		(9,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT RR-20-4545

SYSTEMWIDE PAVEMENT REPAIRS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG25	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - VETERANS MEMORIAL	OCCUR		(5,000.00)	
	999NEG26	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ELGIN O'HARE	OCCUR		(2,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (2) (1)	OCCUR		(25,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY						
CONTRACT RR-20-4545						
SYSTEMWIDE PAVEMENT REPAIRS						
SCHEDULE OF PRICES						
S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	ADJUSTMENTS					
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		\$15.00	
	TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)					\$1,695,000.00
	TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID					4,096,789.06
	BID CREDIT					125,000.00
	AWARD CRITERIA					3,971,789.06

OK
 AF
 10/7/20

S.P. COLUMN LEGEND

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

No. 00861

Illinois State Toll Highway Authority

This Certifies that K-Five Construction Corp. has earned a total of \$685,544.29 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 27-August-2020



The owner of this certificate # 00861 is tendering
\$ 125,000.00 credits for use on bid for contract
4545 on (date) 10-6-20. I understand that
any credits not utilized for a winning bid will be returned.

Signed:

J. Bodzdech, Chief Estimator

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE K-Five Construction Corporation
999 Oakmont Plaza Drive, Suite 200 Westmont, IL 60559

as Principal, hereinafter called the Principal, and Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto Illinois State Toll Highway Authority
2700 Ogden Avenue Downers Grove, IL 60515

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Contract RR-20-4545 Systemwide Pavement Repairs,
Concrete Repairs: Systemwide, Asphalt Repairs: Tri-State Tollway (I-24) Between MP 29.9 (Plaza 35) and
39.8 (Balmoral Ave)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 6th October, 2020

[Redacted Signature]

Robert W. Krug (Witness)



K-Five Construction Corporation
(Principal) (Seal)

By: [Redacted Signature] Robert G. Krug President (Title)

[Redacted Signature]

Rachel Hernandez (Witness)

Continental Casualty Company
(Surety) (Seal)

By: [Redacted Signature] Attorney-in-Fact Kimberly R. Holmes (Title)

STATE OF ILLINOIS

COUNTY OF DuPage

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty 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 she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 6th day of October A.D., 2020.



(Notary Public)

Ann Marie Waters

My Commission expires: 7/5/2021

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Kimberly R. Holmes , Individually

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

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: K-Five Construction Corporation
Obligee: Illinois State Toll Highway Authority

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

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

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



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

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

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



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

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



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

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

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

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

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

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

N/A

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

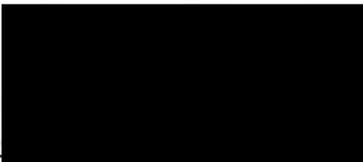
PREFERENCES

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:



Printed Name of Authorized Representative:

Robert G. Krug, President

Vendor Name:

K-Five Construction Corporation

Date:

October 6, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-20-4545

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	Dave Schmoe	630-257-5600	daves@k-five.net
Bid Guaranty	Dave Schmoe	630-257-5600	daves@k-five.net
DBE 2026	Dave Schmoe	630-257-5600	daves@k-five.net
EEO Program	Jennifer Krug-McNaughton	630-257-5600	jenniferk@k-five.net
VOSB 2026	Dave Schmoe	630-257-5600	daves@k-five.net
Financial Disclosures Forms A or Forms B	Mark Sniegowski	630-257-5600	marks@k-five.net
IDOT Certificate of Eligibility	Dave Schmoe	630-257-5600	daves@k-five.net
Non-Collusion Affidavit – Page R-4	Dave Schmoe	630-257-5600	daves@k-five.net

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-20-4545

AFFIDAVIT

State of Illinois)
) SS
County of DuPage)

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

That his/her name is Robert G. Krug, and he/she resides at [REDACTED]
and his/her office is at 999 Oakmont Plaza Dr., Ste. 200, That he/she makes, and is authorized to
Westmont, IL 60559
make

this affidavit on behalf of K-Five Construction Corporation, 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-20-4545** 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; that said bidder has such bid in any way colluded, conspired, connived, or agreed in any manner with any person whomsoever to influence any bid for said contract, directly or indirectly.



[REDACTED]
(Affiant) Robert G. Krug, President



and subscribed in my presence this 6th day of October, 2020

[REDACTED]
(Notary Public)

My Commission Expires: 7/29/24

Eq. #	Description	Type #	Type	Model	Serial #
1017	00 CAT 140H 12FT	1	Motor Grader	140 H MOTOR GRADER	27K04973
1018	05 CAT 140H 12FT	1	Motor Grader	140 H MOTOR GRADER	APM02219
1019	05 CAT 140H 12FT	1	Motor Grader	CAT 140H	APM02102
1020	06 CAT 140H 12 W/4' EXT.	1	Motor Grader	CAT 140H	APM02795
1100	14 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	DTB02364
1101	14 CAT 262D ARMS T4	4	Skid Steer Loader	262D SSL	DTB02365
1102	14 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	DTB02376
1103	14 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	DTB02377
1104	14 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D	OHCL00801
1105	15 CAT 950M	2	Wheel Loader - Job	CAT 950M	EMB268
1106	16 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	CAT0262DLDTB05648
1107	16 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	CAT0262DJD05658
1108	16 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	ODTB05660
1109	15 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D	OGTC02289
1110	16 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D 2	CAT0299DCFD201415
1111	16 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D 2	CAT0299DJFD201422
1112	16 CAT 980M	3	Wheel Loader - Plant	CAT 980M	0980MLKRS00924
1113	18 John Deere 844KII	3	Wheel Loader - Plant	844KII	1DW844KCEJF686997
1114	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKVFJ288404
1115	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKAFJ288453
1116	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKEFJ288487
1117	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKTFJ288489
1118	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKCFJ288491
1119	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKHFJ288519
1120	Cat 299D Tracked Skidsteer	4	Skid Steer Loader	299D	FD204597
1121	Cat 262D 2 AIRH Skidsteer	4	Skid Steer Loader	262D	DTB10577
1122	Cat 262D 2 AIRH Skidsteer	4	Skid Steer Loader	262D	DTB10583
1123	Cat 980M Wheel Loader	3	Wheel Loader - Plant	980M	XDJ00280
1124	19 JD 844K III LOADER	3	Wheel Loader - Plant	844K III	1DW844KCLKF694225
1159	02 CAT 988G - CRUSHER	3	Wheel Loader - Plant	CAT 988G	BNH00469
1165	03 CAT 938G II LJ - SHOP	2	Wheel Loader - Job	938 G II	CRD00390- PIN#CAT0938GPCRDO
1178	04 KOMATSU 480 #146 LJ	3	Wheel Loader - Plant	2004 KOMATSU 4805L	A37115
1179	06 CAT 980H NAPER PLT 5/	3	Wheel Loader - Plant	980H	JMS01417
1180	06 CAT 950H WHEEL LOADER	2	Wheel Loader - Job	950H	K5K00575
1182	07 CAT 938G II WHEEL LOAD	2	Wheel Loader - Job	938G II	CRD02299
1184	08 CAT 262C SKIDSTEER MA	4	Skid Steer Loader	262C	MST02090
1185	09 CAT 980H RT. 66	3	Wheel Loader - Plant	980H	JMS05173
1186	09 CAT 980 DuPAGE	3	Wheel Loader - Plant	CAT 980H	JMS05228
1194	10 CAT 262C SKIDSTEER MAR	4	Skid Steer Loader	262C	MST03260
1195	10 CAT 262C SKIDSTEER DUP	4	Skid Steer Loader	262C	MST03265
1196	11 JOHN DEERE 644K WHEEL	2	Wheel Loader - Job	2011 644K	1DW644KZPBE635099
1197	2012 CAT 938K Rplc 1187	2	Wheel Loader - Job	938K	CAT0938KCSWL00394
1198	12 CAT 950K	2	Wheel Loader - Job	950K	R4A00778
1199	13 CAT 980K - MARKHAM	3	Wheel Loader - Plant	CAT 980K	W7K01624
1209	97 CAT 973-A - GPS VERM	6	Track Loader	1997 CAT 973A	86G3204
1317	05 KOMATSU D155 AX-5B	7	Angle Dozer D6 Size 86	KOMATSU D155 AX5B	76237
1320	11 JOHN DEERE 764 HIGH SP	7	Angle Dozer D6 Size 86	JOHN DEERE 764 HS DO	1T00764XKB0198134
1321	13 JOHN DEERE 750K DOZER	7	Angle Dozer D6 Size 86	750K	1T0750KXCC231007
1322	18 JOHN DEERE 850 DOZER	9	Dozer D8 Size 186 HP - GR	850	1T0850KXCCFF284373
1414	04 GRADALL XL4100 II	10	Gradall	2004 XL4100 II	4100045
1415	06 GRADALL XL4100 II	10	Gradall	2006 XL4100 II	210017704
1416	06 GRADALL XL4100 II	10	Gradall	2006 XL4100 II	210017738
1417	07 GRADALL W/DRILL RIG	10	Gradall	XL4100 II	4100000213
1627	02 CAT GEN SET 350KW REX	27	Light Plants - Generators	CAT XQ350 SOUND ATT	ARGMNT# 130-9415
1632	03 VERMEER CC145A	25	Saws - Rockwheels - Brooms	CC 145	1VRU152Y331000149
1651	96 CMI PS3002 BELT 28'	14	Belt Placer	CMI PLACERSREADER	545104
1652	96 CMI TC2502T 28'	16	Texture Cure	CMI TEXTURE CURE	508501
1653	89 MILLER M-7600 CURB R/H	13	Curb -Wall Slipform Machine	1989 MILLER M7600	76001
1654	98 G/Z 850 PAVER 32'	12	Slipform Paver	GZ SLIPFORM PAVER	S850-578C-116
1659	Laser Screed - Concrete	19	Concrete Accessories	BOSS 240	1294
1660	05 GOMACO 9500 TRIMMER	15	Trimmer	05 GOMACO 9500 TRIMM	905500-149
1661	05 GOMACO 9500 1st	15	Trimmer	2005 GOMACO 9500	905500-150
1662	05 GUNNERT TC 850 30'	16	Texture Cure	GUNTERT TC850	TC850-C651-116
1663	06 G/Z S850 PAVER 34'	12	Slipform Paver	GZ SLIPFORM PAVER	S850C680147
1664	06 MILLER M-8800	13	Curb -Wall Slipform Machine	MILLER FRMLESS PAVER	88028M
1665	06 GZ EXTRA PAN SECTION	12	Slipform Paver	GZ 800 GZ850	
1666	07 GUNTERT CDBI	12	Slipform Paver	CDBI 25 FT	DCBI-C680-147
1667	08 REX BELT PLACER 12-25	14	Belt Placer	TC 2 TRACK	2260
1668	93 REX T/C BELT	14	Belt Placer	TOWN COUNTRY	10364

1669	2013 REX CURE TINE	16	Texture Cure	TEXTURE CURE	2491
1670	13 GZ600 PAVER	12	Slipform Paver	GZ 600 PAVER	C880-200
1671	1996 GZ1000 PAVER	12	Slipform Paver	GZ 150 PAVER	
1672	CON. PLNT DUST COL - W/RE	17	Plants	C W CSRA140	
1673	1996 GUNTERT CDBI	12	Slipform Paver	CDBI 25 FT	
1674	96 REXCON "S" BATCH	17	Plants	REXCON MODEL S 12CY	1931
1675	RAISERS FOR 1674	17	Plants		
1680	15"x18"DUEL SD PVNG FORMS	18	Paving Forms	1800FT	
1681	12"X15"X10'PVNG FORM&STAK	18	Paving Forms	2000FT 800 STAKE	235.00/10'FORM-2.20/STAKE
1687	GOMACO 18" T32"H(0-24")VH	19	Concrete Accessories	1987 GOMACO	GTCP-4632
1688	9"-6"&18"-16"/32"H-WALL M	19	Concrete Accessories	GOMACO	
1690	PAVING FORMS(10000FT/10')	18	Paving Forms		
1693	10X12 PAVING FORMS RENTAL	18	Paving Forms	HELTZEL	4000 FEET
1696	18"X21" DUEL SD PVNG FORM	18	Paving Forms	NIPF 4000FT	\$31.57/FT.
1702	15 14 Ton PATCH KING-4618	24	Attachments - Breakers	PK 80K ASPHALT PATCH	
1704	02 TARGET SAW 4489	25	Saws - Rockwheels - Brooms	TARGET PRO 65 III	362474
1708	14 LEEBOY PRIME TRAILER	47	Prime - Agg - Crue Trucks	LT250	1B9AA1115E1309907
1709	14 WEILER TT250 PRIME TRL	47	Prime - Agg - Crue Trucks	WEILER TT250	1W9WT2119DK548001
1710	98 A/C AIR COMP. ON 4503	26	Air Compressor	ATLAS COPCO XAS90JD	HOL605749
1716	99 I/R AIR COMP CHUCK D 7	26	Air Compressor	1999 IR P185 WJD	306030UJJ221
1717	13 CAT 336E EXCAVATOR	5	Excavator - Backhoe	13 CAT 336E EXECVATO	FJH00322
1718	04 KOMATSU PC228USLC-3	5	Excavator - Backhoe	2004 PC228	30400
1719	15 Cat 329E Excavator	5	Excavator - Backhoe	329E	
1720	HODGKINS SCREEN DECK	66	Crusher		
1723	00 CAT 1000 kW GEN SET	27	Light Plants - Generators	00 CAT 1000KW GEN SE	BLM00231
1724	05 ASTEC 2612D SCREEN 350	66	Crusher	ASTEC 2612D FOLD N G	42259 / 042260
1725	ProSizer 3100 Screen w/Impact	66	Crusher	3100	
1726	97 JAW CRUSHER 30"X62"L.C	66	Crusher	LIPPMAN 3062	30621073
1727	IMPACT CRUSHER-ASPH.	66	Crusher	INERTIA HS5066	50661052
1728	12 72" Broom Naper Plnt	25	Saws - Rockwheels - Brooms	72 SWEEPSTER 20572M	1235040
1729	08 MB 53MH HYDRAULIC BROO	25	Saws - Rockwheels - Brooms	08 53 MH	13-2068
1730	16 Broce Broom	25	Saws - Rockwheels - Brooms	KR350	409692
1731	00 I/R 185 AIR COMP 4487	26	Air Compressor	P185WJD	285142UAI221
1732	05 I/R AIR COMP CHUCK D #	26	Air Compressor	P185WIR	355863UDP820
1733	04 I/R AIR COMP DUPAGE LJ	26	Air Compressor	P185WIR	345174UDOB20
1736	04 I/R AIR COMP NAP PROP	26	Air Compressor	P185WIR	345173UDOB20
1737	04 I/R AIR COMP FRANK R #	26	Air Compressor	P185WIR	345175UDOB20
1738	07 P250 AIR COMP. ON 1417	26	Air Compressor	P250WJDU	39LL46UHRA23
1739	04 I/R AIR COMP LJ	26	Air Compressor	P185WIR	345177UDOB20
1740	04 I/R AIR COMP MARKHAM L	26	Air Compressor	P185WIR	345178UDOB20
1741	06 I/R AIR COMP LEMONT L	26	Air Compressor	P185WIR	370490UDQ820
1742	06 I/R AIR COMP DAN C #58	26	Air Compressor	P185WIR	370491UDQ820
1743	06 I/R AIR MARK L #94 LJ	26	Air Compressor	P185WIR	370492UDQ820
1749	PORT LIGHT PLANT - RT50 1	27	Light Plants - Generators	ALLMAND LD303CEM	891014
1750	13 LIGHT TOWER 4,000 WATT	27	Light Plants - Generators	WLT 4M	5F13D1418D1001194
1751	13 LIGHT TOWER 4000 WATT	27	Light Plants - Generators	WLT 4M	5F13D141XD1001195
1752	13 LIGHT TOWER 4000 WATT	27	Light Plants - Generators	WLT 4M	5F13D1411D1001196
1753	13 LIGHT TOWER 4000 WATT	27	Light Plants - Generators	WLT 4M	5F13D1413D1001197
1757	10,000 GAL STORAGE TANK	17	Plants		
1761	AIR GROUT PLANT W/ACCESS.	26	Air Compressor		84514T2PA
1780	04 WIRTGEN 2000 MILL DRUM	22	Milling Machine	W2000	06.20.0449 OR 78650449
1781	15 ROADTEC RX700E-3	22	Milling Machine	RX700E3	2053
1782	14 ROADTEC RX700E-3 MILLI	22	Milling Machine	RX700E3	2026
1783	16 ROADTEC RX900E	22	Milling Machine	RX900E	Mar-50
1785	Roadtec RX300e	22	Milling Machine	RX300E	115
1790	14 RPO ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S1014D1001258
1791	14 RPO ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S1018D1001263
1792	11 SOLAR ARROWBOARD 15 LI	27	Light Plants - Generators	ARROWBOARD WTSP55L	5F11S1011B1002798
1793	11 SOLAR ARROWBOARD 15 LI	27	Light Plants - Generators	ARROWBOARD WTSP55L	5F11S1018B1002801
1794	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S1018E1003371
1795	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S101XE1003372
1796	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S1011E1003373
1797	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S1013E1003374
1798	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S1015E1003375
1799	14 RPO ARROWBOARD	27	Light Plants - Generators	WTSP55LSA11	5F11S1018B1000286
1802	15 VOLVO DD110B ROLLER	36	Asphalt Vibratory	DD110B	285138
1803	15 VOLVO DD110B ROLLER	36	Asphalt Vibratory	DD110B	285139
1804	15 VOLVO DD120B ROLLER	36	Asphalt Vibratory	DD120B	287110
1805	15 VOLVO DD120B ROLLER	36	Asphalt Vibratory	DD120B	287111
1806	15 VOLVO DD140B ROLLER	36	Asphalt Vibratory	DD140	278044

1810	04 (#1) I/R DD132 HF ROLL	36	Asphalt Vibratory	DD132HF	176124
1811	06 (#2) I/R DD118 HF ROLL	36	Asphalt Vibratory	DD118 HF	187470
1812	06 I/R DD118 HF ROLLER GP	36	Asphalt Vibratory	DD118 HF	187471
1814	06 I/R DD118 HF ROLLER GP	36	Asphalt Vibratory	DD118 HF	187473
1815	06 (#4) I/R DD90 HF ENG.	36	Asphalt Vibratory	DD90 HF	187822
1817	06 I/R DD70 HF ROLLER GPS	36	Asphalt Vibratory	DD70	186440
1818	99 FERGUSON 812B	35	Asphalt Tandem	99 FERGUSON 812 TON	995
1819	86 FERGUSON 812A	35	Asphalt Tandem	86 FERGUSON 812 TON	812A699
1820	05 I/R 54" DD30 DUPAGE /	34	Small Asphalt Vibratory	DD30	184298
1821	06 I/R 49" DD24 Shop	34	Small Asphalt Vibratory	IR DD 24	189466
1822	07 IR DD70 HF ROLLER GPS	36	Asphalt Vibratory	DD70	193735
1823	07 IR DD90HF ROLLER GPS	36	Asphalt Vibratory	IR DD 90HF	194398
1824	07 IR DD90HF ROLLER GPS	36	Asphalt Vibratory	IR DD90HF	194399
1826	07 IR DD118HF ROLLER GPS	36	Asphalt Vibratory	DD118	193913
1827	08 VOLVO DD118HF ROLLER G	36	Asphalt Vibratory	DD118HF	198603
1828	08 VOLVO DD90HF ROLLER GP	36	Asphalt Vibratory	DD90HF	198044
1829	08 VOLVO 47" DD24 NAPER	34	Small Asphalt Vibratory	DD24	197599
1830	88 FERGUSON 812B	35	Asphalt Tandem	88 FERGUSON 812 TON	812B773
1832	SAKAI	35	Asphalt Tandem	R2H2	1R560661
1833	SAKAI	35	Asphalt Tandem	R2H2	1R560663
1834	SAKAI	35	Asphalt Tandem	R2H2	1R560664
1835	09 SAKAI R2H-2 3 WHEEL RO	35	Asphalt Tandem	R2HS 3 WHEEL ROLLER	60114
1836	10 SAKAI R2H-2 3 WHEEL RO	35	Asphalt Tandem	R2HS 3 WHEEL ROLLER	60154
1837	10 SAKAI R2H-2 3 WHEEL RO	35	Asphalt Tandem	R2HS 3 WHEEL ROLLER	60155
1838	13 CAT CB 54 XW - 79" DRU	36	Asphalt Vibratory	11 CAT CB 54	JLM00805
1839	11 HAMM HD+140VV - 84" DR	36	Asphalt Vibratory	11 HAMM HD+140VV	H1840140
1840	14 24" Walk Behind Mark L	34	Small Asphalt Vibratory	MRH800GS	28408
1843	95 I/R PT125R RUB.TIRE (S	37	Pneumatic Roller	RUBBER TIRE ROLLER	141733
1844	16 VOLVO DD110 ROLLER	36	Asphalt Vibratory	DD110B	285169
1845	16 VOLVO DD110B ROLLER	36	Asphalt Vibratory	DD110B	285172
1846	16 VOLVO DD120 IC ROLLER	36	Asphalt Vibratory	DD120B INTEL COMPACT	287141
1847	16 VOLVO DD120 IC ROLLER	36	Asphalt Vibratory	DD120B INTEL COMPACT	287142
1848	16 VOLVO DD140 ROLLER	36	Asphalt Vibratory	DD140	278049
1849	15 Bomag BW120 47"	34	Small Asphalt Vibratory	BW120	331032
1850	15 Bomag BW120 47"	34	Small Asphalt Vibratory	BW120	331061
1851	16 Bomag BW 100 39"	34	Small Asphalt Vibratory	BW100	
1852	17 Bomag BW100ADM Roller	34	Small Asphalt Vibratory	BW100ADM	1.01462E+11
1853	17 Bomag BW100ADM Roller	34	Small Asphalt Vibratory	BW100ADM	1.01462E+11
1854	17 Bomag BW120AD Roller	34	Small Asphalt Vibratory	BW120AD	1.0188E+11
1855	Cat CB 7 Roller	36	Asphalt Vibratory	CB 7	
1856	Cat CB 10 Roller	36	Asphalt Vibratory	CB 10	
1857	Cat CB 10 Roller	36	Asphalt Vibratory	CB 10	
1858	Cat CB 10 Roller	36	Asphalt Vibratory	CB 10	NPP00160
1859	Cat CB13 Roller	36	Asphalt Vibratory	CB 13	EPWP00324
1860	Cat CB13 Roller (Demo)	36	Asphalt Vibratory	CB13	CATOCB13CPWP00137
1874	04 CAT CSS63E STONE ROLLE	33	Stone Roller	CSS63E	CNG00501
1895	14 CAT 815F2	33	Stone Roller	14 CAT 15F2	FCBYN01112
1896	00 I/R 47" Darren- 4901	34	Small Asphalt Vibratory	2000 INGERSOL DD 24	165451
2007	84 B/KNX 195 R/S ONLY	39	Road Widener	ROAD WIDENER LS	19503-03T
2016	96 B/KNX 195D L or R ROAD	39	Road Widener	ROAD WIDENER	19522-01
2028	03 SHUTTLE BUGGY 2500C	38	Asphalt Paver	SB 2500 C	676
2030	05 CAT AP 1000B GPS	38	Asphalt Paver	2005 CAT AP 1000B	AGP00191
2036	WEILER W730 L or R ROAD	39	Road Widener	W730	W730-1012
2037	08 CAT AP655D MTS ASF GPS	38	Asphalt Paver	08 CAT AP655D MTS AS	CATAP655JGNZ00239
2038	09 CAT AP 1055D PAVER WW	38	Asphalt Paver	AP 1055 D	OFAC00720
2039	10 CAT AP1055D WW & MM	38	Asphalt Paver	AP1055D	FAC00834
2040	10 CAT AP1000D PAVER RUBB	38	Asphalt Paver	AP1000D RUBBER TIRE	EAD00399
2041	10 TOPCON SAS SYSTEM 5	38	Asphalt Paver	SONIC AVERAGING SYST	
2042	11 TOPCON SAS SYSTEM 5 3	38	Asphalt Paver	SONIC AVERAGING SYST	373-1801,542-0118,551-1320,
2043	09 CAT AP 1055D WW & MM	38	Asphalt Paver	09 AP 1055D	CFAC00743
2044	14 CAT AP1055E PAVER	38	Asphalt Paver	14 AP1055E	STTJF00403
2045	14 CAT AP1000E PAVER	38	Asphalt Paver	14 CAT AP1000E PAVER	KT1F00229
2046	16 Weiler Shuttle Buggy	38	Asphalt Paver	E2850A SHUTTLE BUGGY	E2850-1503
2048	18 Cat Sonic Skis	38	Asphalt Paver		
2049	18 Cat AP655F Paver	38	Asphalt Paver	AP655F	
2050	18 Cat AP1055F Paver	38	Asphalt Paver	AP1055F	
2051	Cat AP 1000F w/o Skis	38	Asphalt Paver	AP 1000F	
3014	I/R T3000 SHOP AIR COMPRE	26	Air Compressor	1999 IR AIR COMP	30T888261
3171	5 METER BUMP MACHINE	45	Asphalt Box Service Truck	5 METER PST BUMP MAC	NA
3332	2013 AMCO VEBAA 811T CRANE	46	Boom - Crane Trucks	AMCO VEBAA 811T CRAN	

3900	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF5HKD02828
3901	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF7HKD02829
3902	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF3HKD02830
3903	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF5HKD02831
3904	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF7HKD02832
3905	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF9HKD02833
3906	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF0HKD02834
3907	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF2HKD02835
3908	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF4HKD02836
3909	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF6HKD02837
3910	17 FORD F350 4X4 SUPERCAB	41	Pick-Up Truck	F350	1FD8X3H6XHED20347
3911	17 FORD F350 4X4 SUPERCAB	41	Pick-Up Truck	F350	1FD8X3H61HED20348
3912	17 FORD TRANSIT VAN QCQA	41	Pick-Up Truck	TRANSIT VAN	1FTYE1CM3HKB01476
3913	17 FORD TRANSIT VAN QCQA	41	Pick-Up Truck	TRANSIT VAN	1FTYE1CM5HKC01477
3914	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E56KKC22436
3915	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E58KKC22437
3916	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E5XKKC22438
3917	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E51KKC22439
3918	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E58KKC22440
3919	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E5XKKC22441
3920	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E51KKC22442
3921	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E53KKC22443
3922	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E55KKC22444
3923	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E57KKC22445
3979	06 F150 TOM D. SHOP MECHAN	41	Pick-Up Truck	2006 FORD F150	1FTVVF125X - 6NA24692
3992	06 F150 SHOP Trans LIFTG	41	Pick-Up Truck	FORD F150	1FTVVF12526NB52795
4022	07 F150 SHOP RUN Eng Rplc	41	Pick-Up Truck	F150 XL	1FTVVF12547KD31696
4030	08 F150 JAY P Trans	41	Pick-Up Truck	F150	1FTVVF12508KD25282
4031	08 F150 JAY P/LITTLEFIELD	41	Pick-Up Truck	F150	1FTVVF12548KD25284
4032	08 L F150 ASHOK P #21 SHA	41	Pick-Up Truck	F150	1FTVVF1255 - 8KD35113
4033	08 L RANGER SHOP SPARE GR	41	Pick-Up Truck	2008 RANGER	1FTYR14U98PA77416
4034	08 F150 DAN C #58 JIM TAF	41	Pick-Up Truck	F150	1FTVVF1252 - 8KD25283
4036	10 FORD F150	41	Pick-Up Truck	F150	1FTPF1CV5AKC32819
4037	10 FORD F150 BOB S #26	41	Pick-Up Truck	F150	1FTPF1CV1AKC32820
4038	10 FORD F150 MARK L #94	41	Pick-Up Truck	F150	1FTPF1CV3AKC32821
4039	10 FORD F150 MARK L #94 N	41	Pick-Up Truck	F150	1FTPF1CV-5AKC32822
4040	10 FORD F150 SHOP STEVE N	41	Pick-Up Truck	F150	1FTPF1CV7AKC32823
4041	10 FORD F150 GARY Z #51 R	41	Pick-Up Truck	F150	1FTPF1CV9AKC32824
4042	10 FORD F150 MARK L #94 B	41	Pick-Up Truck	F150	1FTPF1CV0AKC32825
4043	10 FORD F150 MARK L #94 R	41	Pick-Up Truck	F150	1FTPF1CV2AKC32826
4044	10 FORD F150 JUSTIN S #16	41	Pick-Up Truck	F150	1FTPF1CV4AKC32827
4045	10 FORD F150 F/T EngKREIS	41	Pick-Up Truck	F150	1FTPF1CV6AKC32828
4046	10 FORD F150 LOGAN KRABER	41	Pick-Up Truck	F150	1FTPF1CV8AKC32829
4047	10 FORD F150 DOMINIC SHOP	41	Pick-Up Truck	F150	1FTPF1CV4AKC32830
4048	10 FORD F150 JOE D #55 J	41	Pick-Up Truck	F150	1FTPF1CV6AKC32831
4049	10 FORD F150 Eng JOE And	41	Pick-Up Truck	F150	1FTPF1CV8AKC32832
4050	10 FORD F150 JABLONSKI	41	Pick-Up Truck	F150	1FTPF1CVXAKC32833
4051	10 FORD F150 GARY Z #51 V	41	Pick-Up Truck	F150	1FTPF1CV1AKC32834
4052	10 FORD F150 RUMCHAK	41	Pick-Up Truck	F150	1FTPF1CV3AKC32835
4053	10 FORD F150 GARY Z MarkW	41	Pick-Up Truck	F150	1FTPF1CV5AKC32836
4054	10 FORD F150 F/T GARY Z #	41	Pick-Up Truck	F150	1FTPF1CV7-AKC32837
4055	10 FORD F150 GARY Z #51 M	41	Pick-Up Truck	F150	1FTPF1CV9AKC32838
4056	10 FORD F150 TIM S # 172	41	Pick-Up Truck	F150	1FTPF1CV0AKC32839
4057	10 FORD F150 RYAN SCOTT	41	Pick-Up Truck	F150	1FTPF1CV7AKC32840
4058	10 FORD F150 JOE R #121 P	41	Pick-Up Truck	F150	1FTPF1CV9AKC32841
4059	11 FORD F350 PLOW 8' MARK	41	Pick-Up Truck	F350	1FTRF3B668EA65837
4060	12 FORD F350 PLOW 8' JOE	41	Pick-Up Truck	F350	1FTRF3B68CEA93060
4061	13 FORD F150 SHOP SPARE	41	Pick-Up Truck	F150	1FTPF1CFXDKC40837
4062	13 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF1DKE40838
4063	13 FORD F150 MIRKO	41	Pick-Up Truck	F150	1FTPF1CF3DKE40839
4064	13 FORD F150 BRAD B	41	Pick-Up Truck	F150	1FTPF1CFXDKC40840
4065	13 FORD F150 JIM F	41	Pick-Up Truck	F150	1FTPF1CF1-DKE40841
4066	14 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF7EKE10342
4067	14 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF9EKE10343
4068	14 FORD F150 Sergio Jr	41	Pick-Up Truck	F150	1FTPF1CF0EKE10344
4069	14 FORD F150 TOM JENKINS	41	Pick-Up Truck	F150	1FTPF1CF2EKE10345
4070	14 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF4EKE10346
4071	14 FORD F150-CHETAN PATEL	41	Pick-Up Truck	F150	1FTPF1CF6EKE10347
4072	14 FORD F150-MUKESH PATEL	41	Pick-Up Truck	F150	1FTMF1CMXKE33423
4073	14 FORD F150-RAJ PATEL	41	Pick-Up Truck	F150	1FTMF1CM1EKE33424

4074	14 FORD F150-JIMMYKING	41	Pick-Up Truck	F150	1FTMF1CM3EKE33425
4075	14 FORD F150-PARANJ PATEL	41	Pick-Up Truck	F150	1FTMF1CM5EKE33426
4076	14 FORD F150-RAMESH PATEL	41	Pick-Up Truck	F150	1FTMF1CM7EKE33427
4077	15 FORD F350 PLOW T BELLO	41	Pick-Up Truck	15 FORD F350	1FTRF3B6XFE03014
4078	15 FORD F350 PLOW SHOP	41	Pick-Up Truck	15 FORD F350	1FTRF3B61FEC03015
4079	16 FORD F150	41	Pick-Up Truck	F150	1FTNF1CG4CKD81546
4080	16 FORD F150 Spare	41	Pick-Up Truck	16 FORD F150	1FTNF1CG6GKD81547
4081	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG8CKD81548
4082	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CGXGKD81549
4083	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG6CKD81550
4084	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG8GKD81551
4085	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CGXGKD81552
4086	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG1GKD81553
4087	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG3GKD81554
4088	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNFACG5CKD81555
4089	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG7GKD81556
4090	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG9GKD81557
4091	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG0GKD81558
4092	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG2GKD81559
4093	16 FORD F150 Ken Peters	41	Pick-Up Truck	16 FORD F150	1FTNF1CG9CKD81560
4094	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG0GKD81561
4095	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG2GKD81562
4096	16 FORD F150 Super/ Profiler	41	Pick-Up Truck	16 FORD F150	1FTFX1CG8GKD81566
4097	16 FORD F250 SUPER CREW	41	Pick-Up Truck	16 FORD F250 SUPER C	1FT7W2A67GEB54214
4098	16 FORD F250 SUPER CREW	41	Pick-Up Truck	16 FORD F250 SUPER C	1FT7W2A65GEB54213
4100	12 MACK CXU613 - 5053	42	Semi-Tractor	CXU613	1M1AW07Y4CM020148
4110	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDP0X7LD686234
4111	10 MACK CXU613 S-5132-MAC	42	Semi-Tractor	CXU613	1M1AW02Y8AN011127
4112	10 MACK CXU613 M-5236-CHA	42	Semi-Tractor	CXU613	1M1AW02YXAN011128
4113	10 MACK CXU613 S-5240-SEA	42	Semi-Tractor	CXU613	1M1AW02Y1AN011129
4114	11 MACK CXU613 GPS	42	Semi-Tractor	CXU613	1M1AW02Y1BM013664
4115	12 MACK GU713	42	Semi-Tractor	GU713	1M1AX04Y8CM012183
4116	12 MACK GU713	42	Semi-Tractor	GU713	1M1AX04YXCM012184
4117	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9XXLD686220
4118	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X1LD686221
4119	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X3LD686222
4121	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X5LD686223
4122	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X7LD686224
4123	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X9LD686225
4124	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X0LD686226
4125	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X2LD686227
4126	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X4LD686228
4127	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X6LD686229
4128	did not purchase yet	42	Semi-Tractor	567	
4180	85 MACK R686ST JOB SITE	42	Semi-Tractor	TRACTOR JOB SITE	1M2N179YXFA099316
4240	97 CH613 L- BOY 5094 GPS	42	Semi-Tractor	TRACTORLOWBOYBRIAN	1M1AA18Y9VW0 - 80601
4243	97 MACK CH613 AGG/SALT SA	42	Semi-Tractor	TRACTOR AGGSALT SPR	1M2AA13Y1VW0 - 76917
4250	98 CH613A LOW BOY-TOM-509	42	Semi-Tractor	CH613A LOW BOY	1M2AA18Y4WW001834
4254	98 MACK RD688S S-5176 GPS	42	Semi-Tractor	98 MACK RD688S RD	1M1P270Y7WMO - 42089
4255	98 MACK RD688S S-5106-TUR	42	Semi-Tractor	98 MACK RD688S RD	1M1P270Y3WMO - 42090
4256	00 MACK RD688S S-5245-REI	42	Semi-Tractor	RD688S	1M1P270Y9YMO - 55316
4257	00 MACK RD688S S-5246-SAL	42	Semi-Tractor	RD688S	1M1P270Y0YMO - 55317
4258	00 MACK RD688S S-5225	42	Semi-Tractor	RD688S	1M1P270Y2YM-055318
4264	00 MACK CH613 AGG/SALT SP	42	Semi-Tractor	TRACTOR SHOP	1M2AA13Y71W 133552
4270	01 MACK CH613 S-5094 GPS	42	Semi-Tractor	2001 C613	1M2AA18YX1W - 136342
4280	06 MACK CXN 613 - 5006 BR	42	Semi-Tractor	CXN 613	1M2AK07Y27N - 017465
4289	03 MACK RD688S R6-5161 RO	42	Semi-Tractor	MACK RD688S	1M1P270YX3MO - 66351
4290	10 MACK CXU 613 LOWBOY 50	42	Semi-Tractor	CXU613	1M2AW07Y2AN-011130
4341	03 FORD F550 SHOP STAKE	48	Dump Trucks Cont - 4 Wheel	FORD F550	1FDAF56P63EC57638
4342	03 FORD F550 -TOTALLED	43	Mechanic Truck	FORD F550	1FDAF56P83EC57639
4343	03 FORD F750 LUBE TRUCK	43	Mechanic Truck	FORD F750	3FRXF5494V610898
4348	07 FORD F550 - MIKE G #15	43	Mechanic Truck	2006 FORD F550	1FDAF56P6 - 7EA72768
4349	07 FORD F550 - Ryan W	43	Mechanic Truck	2007 FORD F550	1FDAF56P4 7EA72770
4350	07 FORD F550 Manny R	43	Mechanic Truck	2007 FORD F550	1FDAF56P87EA72769
4351	07 FORD F650 spare	43	Mechanic Truck	2007 FORD F650	3FRNF55R87V506310
4352	08 FORD F550 (Trading)	43	Mechanic Truck	08 F550 XL	1FDAF56R6-8ED75021
4353	10 FORD F550 Brian Bu	43	Mechanic Truck	F550	1FDAF5GR2 - AEB37784
4354	10 FORD F550 Ryan B	43	Mechanic Truck	F550	1FDAF5GR4AEB37785
4355	12 DODGE 5500 Robert P	43	Mechanic Truck	5500	3C7WDMBL4CG105690
4356	15 FORD F550 -Mark K	43	Mechanic Truck	F550	1FDUF5GT9FED43653

4357	15 FORD F550 - Matt	43	Mechanic Truck	F550	1FDUF5GT0FED43654
4358	15 FORD F550 - Rich	43	Mechanic Truck	F550	1FDUF5GT2FED43655
4359	16 FORD F550 - ED	43	Mechanic Truck	F550	1FDUF5GT4GEB25654
4360	17 FORD F550 MECHANIC-Justin	43	Mechanic Truck	F550	1FD0X5HTXHED20508
4361	17 FORD F750 4X4 MECHANIC Alix	43	Mechanic Truck	F750	1FDXX7DC2HDB08207
4362	18 Ford F750 Crew Cab Mech Dan	43	Mechanic Truck	F750 CREW CAB	1FDXX7DC5JDF03262
4476	89 MS200P CO DMP MARKHAM	48	Dump Trucks Cont - 4 Wheel	MS200P 14CONT DUMP	VG6M111BXKB030016
4489	93 FORD F700SAW TRK 1704	48	Dump Trucks Cont - 4 Wheel	FORD F700 16FT	1FDNK72CX - PVA22757
4490	89 F800 BOOM 18' BED Nati	46	Boom - Crane Trucks	89 FORD F800	1FDPK84A1KVA10211
4495	96 CF7000-24'BOX NAP PRO	45	Asphalt Box Service Truck	1996 FORD CF7000	1FDXH70C6TVA00355
4497	94 F700-FURNITURE TK	43	Mechanic Truck	1994 F700 24FT BOX	1FDNK72C2 - RVA30239
4500	99 MS200 24' BOX DUPAGE S	45	Asphalt Box Service Truck	1999 MACK MS200P	VG6M116A1XB203073
4502	83 MACK RWS786LST MARKHA	50	Six Wheel Dump Truck	1982 MACK RWS786L	1M2V209CXDM001261
4503	95 F800 GROUT TRUCK DAN C	48	Dump Trucks Cont - 4 Wheel	1995 F800	1FDWF82C05VA66189
4506	96 F800 New Boom	46	Boom - Crane Trucks	F800 W8800 4S EFFER	1FDXF80C3TVA03161
4508	98 LOUISVILLE 24' BOX SER	44	Concrete Box Service Truck	LOUISVILLE L8500	1FDXN80F5VVA04300
4509	01 STERLING 24' BOX SER.	44	Concrete Box Service Truck	STERLING 7500	2FZAAKAK51A - H60742
4510	98 F800 10' DUMP MARKHAM	48	Dump Trucks Cont - 4 Wheel	F800 10 DUMP	1FDPF80C7 - WVA15379
4511	04 F750 CONT. DUMP FRANK	48	Dump Trucks Cont - 4 Wheel	F750 14 CONT DUMP	3FRXF75424V613691
4512	04 F750 CONT. DUMP SHOP S	48	Dump Trucks Cont - 4 Wheel	F750 14 CONT DUMP	3FRXF75454V610896
4513	04 Ford F750 Dump Truck	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75474V610897
4514	16 Ford Transit Wagon	65	Automobiles	TRANSIT	1FBZX2CM9GKB33081
4515	16 FORD TRANSIT WAGON	65	Automobiles	TRANSI	1FBZX2CM8GKB33086
4516	16 FORD TRANSIT WAGON	65	Automobiles	TRANSIT	1FBZX2Y6GKB33610
4519	04 F750 BOOM /CYLINDER CONT. D	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T9 - 4V685009
4520	04 F750 CONT. DUMP DUPAGE	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T5 - 4V685010
4521	04 F750 CONT. DUMP FRANK	48	Dump Trucks Cont - 4 Wheel	04 F750 CONT DUMP	3FRXF75T74V685008
4522	04 F750 CONT. DUMP MARK L	48	Dump Trucks Cont - 4 Wheel	04 F750 CONT DUMP	3FRXF75T54V685007
4523	05 F750 CONT DUMP FRANK R	48	Dump Trucks Cont - 4 Wheel	2005 FORD F750XL	3FRXF75T5 - 5V204867
4524	05 F750 DUMP TIM S 3/15	48	Dump Trucks Cont - 4 Wheel	2005 FORD 750 XL	3FRXF75T75V204868
4525	06 F750 WASH TRUCK PEDRO	43	Mechanic Truck	2006 F750	3FRXF75T16V258975
4526	06 F750 CONT DUMP DAN C #	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T3 - 6V265040
4527	06 F750 CONT DUMP	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T5 - 6V265041
4528	06 F750 20' BOX MARK L	45	Asphalt Box Service Truck	F 750 XLT	3FRXF75T86V297370
4530	07 F750 20' BOX SER. Nap	45	Asphalt Box Service Truck	FORD F750 XLT	3FRXF75T7 - 7V505420
4531	07 F750 20' BOX MARKHAM	45	Asphalt Box Service Truck	2007 FORD F750 XLT	3FRXF75T97V505421
4532	07 F750 CONT DUMP MARKHA	48	Dump Trucks Cont - 4 Wheel	2007 FORD F750 XLT	3FRXF75T97V505418
4533	07 F750 CONT DUMP FRANK	48	Dump Trucks Cont - 4 Wheel	2007 FORD F750 XLT	3FRXF75T0 - 7V505419
4534	08 FORD F750 BOOM FRANK R	46	Boom - Crane Trucks	F750	3FRXF75T7-8V062042
4536	10 FORD F750 CONT DUMP N	48	Dump Trucks Cont - 4 Wheel	FORD F750 XL	3FRXF7FH3-AV274582
4537	10 FORD F750 CONT DUMP Jo	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF7FH5AV274583
4538	10 FORD F750 20' BOX MAR	45	Asphalt Box Service Truck	F750 20 FT BOX	3FRXF7FH9 - AV274585
4539	10 FORD F750 24' CONCRETE	44	Concrete Box Service Truck	F750 24 FT BOX	3FRXF7FH0AV274586
4542	11 FORD F750 20' ASPH BOX	45	Asphalt Box Service Truck	F750	3FRXF7FK1BV699537
4543	11 FORD F750 CONT. DUMP M	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF7FK7BV079064
4544	15 FORD F750 BEARCAT PRIM	47	Prime - Agg - Crue Trucks	BEARCAT	3FRXF7FG0 - FV730570
4545	16 FORD F750 PRIME TRUCK	47	Prime - Agg - Crue Trucks		1FDXF7DC9GDA03598
4546	16 F750 10' CONTRACTOR DU	48	Dump Trucks Cont - 4 Wheel	F750	1FDXF7DC1GDA03594
4547	16 F750 14' CONTRACTOR DU	48	Dump Trucks Cont - 4 Wheel	F750	1FDXF7DC3GDA03595
4548	16 FORD F750 ASPH SVC TRK	45	Asphalt Box Service Truck	F750	1FDXW7DC7GDA03597
4549	18 Ford F750 Box Service Truck	45	Asphalt Box Service Truck	F750	1FDXF7DCXJDF03261
4550	19 Ford Box Service Truck	45	Asphalt Box Service Truck	F750	1FDXF7DC7KDF05518
4601	79 FORD F8000 Move to DuP	50	Six Wheel Dump Truck	LT8000 TA DUMP 12	U80DVG8285
4603	86 FORD LNT8000 chare 6 2	50	Six Wheel Dump Truck	FORD LNT8000	1FDYW8006GVA34617
4604	86 FORD LNT8000 HODGKINS	50	Six Wheel Dump Truck	FORD LNT8000	1FDYW80U0GVA60484
4605	86 VOLVO WHITE- NAPER PLN	50	Six Wheel Dump Truck	VOLVO WHITE SHO	1WUADCMD1GN108513
4609	78 MACK DM685 CHICAGO WAT	50	Six Wheel Dump Truck	SIXWHEELER AGGSPDR	DM685538855
4613	01 KENWORTH FUEL TRUCK GP	43	Mechanic Truck	2001 KENWORTH T800	1NKDLTOXX1J - 881162
4614	91 MACK DM690S SIX WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPSHOP	1M2B206COMM009361
4615	91 MACK DM690S 6 WHEEL LE	50	Six Wheel Dump Truck	SIX WHLR DUMPNAPER	1M2B206C2MM009362
4616	91 MACK DM690S WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPMARK	1M2B206C4MM009363
4617	91 MACK DM690S SIX WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPNAPER	1M2B206C6MM009364
4618	91 MACK DM690S Patch King	50	Six Wheel Dump Truck	SIX WHLR DUMPSHOP	1M2B206C8MM009365
4619	91 MACK DM690S SIX WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPMARK	1M2B206CXMM009366
4621	79 MACK 685ST WATER LEMON	51	Water Truck	WATER TANK TRKNAPER	R685ST79440
4622	84 MACK R686 PLASTIC I57	51	Water Truck	WATER TANK TRKMARK	1M2N179Y3EAO - 93453
4625	86 MACK DM685S WATER CHUC	51	Water Truck	WATER TANK TRUCK	1M2B120C6GA058819
4626	84 PETERBILT FRANK R I90	51	Water Truck	WATER TANK TRUCK	1XP4L50X4EP172970
4628	85 PETE WTR TRK/W/GUN	51	Water Truck	WATER TANK TRUCK	1XP4L50X7FP190591
4629	87 MACK R686ST WATER MARK	51	Water Truck	1987 MACK R686 ST	1M2N179Y9HA007471

4630	FOR SAL00 FORD F750 WATER	51	Water Truck	2000 FORD F750	3FEXF75H7YMA01358
4631	03 FORD F750 WATER TRK JO	51	Water Truck	2003 F750 XLT	3FDXF75RX3MB05591
4632	03 FORD F750 WATER TRK JO	51	Water Truck	F750 XLT	3FDXF75R1-3MB05592
4633	16 FORD F750 WATER TRK	51	Water Truck	F750 SUPER CREW	1FDXF7DC5GDA03596
4634	09 SIX WHEEL DUMP	50	Six Wheel Dump Truck	L7500	2FZHATBS09AAF9441
4900	06 MILL SM ROLL TRLR OHAR	53	Hitch Trailers	6 TON ROLLER TRL	5MTPF1420LA000551
4901	06 MILL SM ROLL TRL. 1896	53	Hitch Trailers	6 TON ROLLER TRL	5MTPF14226S000552
4902	06 MILL SM ROLL TRL LEMON	53	Hitch Trailers	6 TON ROLLER TLR	5MTPF14246A000553
4903	06 MILL SM ROLL TRL.MARKH	53	Hitch Trailers	6 TON ROLLER TRL	5MTPF14266A000554
4904	06 B CREEK S/S F/T TRL MA	53	Hitch Trailers	9 TON TRIAXLE	1B9FW20356J202129
4905	06 B CREEK S/S F/T TRL NA	53	Hitch Trailers	9 TON TRIAXLE	1B9FW20316J202130
4906	06 BEAVER CREEK S/S TRL F	53	Hitch Trailers	9 TON TRIAXLE	1B9FW20306J202135
4907	06 BEAVER CREEK S/S TRL L	53	Hitch Trailers	9 TON TRIAXLE	1B9FW20346J202137
4909	07 SAW TRAILER 5x8 LEMONT	53	Hitch Trailers	ASASG58SAAS1032475	5NHUAS01171032475
4910	07 LOAD MAX CHILLER TRL 1	53	Hitch Trailers	07 LPH2819UTDPR10E	5L8PH282171008483
4911	08 B CREEK S/S F/T TRLR	53	Hitch Trailers	BEAVER CREEK	1B9FW20378J202085
4912	09 LOAD MAX 20 FT TRL	53	Hitch Trailers	LOAD MAX 20 PINTLE	5L8PS202391015225
4913	13 BARRICADE 10' TRL - OH	53	Hitch Trailers	13 MEB 6 12X10 TRL	492TR1024DA053142
4914	15 Big Tow B5DT Roller Tr	53	Hitch Trailers	BIG TOW	4KNTT1423CL160119
4915	15 Big Tow B5DT Roller Tr	53	Hitch Trailers	BIG TOW B5DT	4KNTT142XGL160120
4916	15 Big Tow B16 S/S Trl	53	Hitch Trailers	BIG TOW B16	4KNTT1827GL160117
4917	15 Big Tow B16 S/S Trl	53	Hitch Trailers	BIG TOW B16	4KNTT1829GL160118
4918	18 Winston Skidsteer Trailer	53	Hitch Trailers	10 TON DUAL TANDEM	1W9AP212XJH160209
4919	18 Winston Skidsteer Trailer	53	Hitch Trailers	10 TON DUAL TANDEM	1W9AP2126JH160210
4920	18 Cam Superline Roller Traile	53	Hitch Trailers	14 FT FULL TILT	5JWCF1925JP065564
4921	18 Cam Superline Roller Traile	53	Hitch Trailers	14 FT FULL TILT	5JWCF1927JP065565
4922	18 Utility Saw Trailer	53	Hitch Trailers	5X8 UTILITY SA	4A9C30819J1048483
5005	68 TALBERT LOW BOY BEAM	60	Trailers Low Boy	LOW BOY 35 TON	3354
5006	06 TRAILING LOW BOY 4280	60	Trailers Low Boy	LBOY TK80HDG 40TON	1TKJ049326B045939
5009	78 VULCAN DROP DECK 42' C	56	Trailers Flat - Drop Deck	DROP DECK TRLR42FT	VT4533-78
5010	80 VULCAN DROP DECK 42' C	56	Trailers Flat - Drop Deck	DROP DECK TRL 42FT	VT5352-80
5011	69 FREEHAUF CONCRETE NAPE	56	Trailers Flat - Drop Deck	DROP DECK TRAILER	FWK417625
5012	69 FREEHAUF PARTS TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRAILNAPE	FWJ236035
5013	69 FREEHAUF PARTS TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRAILER	FWK417618
5015	05 40' CONT.82 -25'x30' N	57	Trailers Van	2005 40 CONTAINER	DDDU301401-5
5016	04 MILL SM. ROLLER TRL MA	53	Hitch Trailers	2004 M6F16 X LOW PRO	5MTPF14204A000501
5017	Trailer	53	Hitch Trailers		5MTPF14294A000500
5019	83 MONON VAN 45' PARTS TR	57	Trailers Van	MONON 45 X 136	67572
5020	83 OWENS TRL CONCRETE PAR	53	Hitch Trailers	SMALL ROLLER TL 12FT	10WATSF23CW008352
5026	68 ETNYRE TANKER 7,500 GA	59	Trailers Tanker	TANKER TRAILER	H1544K8021
5027	73 T/MOBIL TANKER 9,000 G	59	Trailers Tanker	TANKER TRL 9000GAL	K40318
5029	84 MONON 45' FLAT	56	Trailers Flat - Drop Deck	F2167596 45 FLATBE	1NNF04529EM078144
5030	82 HOMEMADE TRL.SAW MARKH	53	Hitch Trailers	FB TRAILER WMSAW	SS5011
5031	84 MONON 45' CONCRETE NAP	56	Trailers Flat - Drop Deck	F2167596 45 FLATBED	1NNF042520EM078145
5032	84 MONON 45' FLATBED TRL	56	Trailers Flat - Drop Deck	F2167596 45 TRAILER	1NNF04522EM078146
5033	16 ETNYRE Low Boy Trl	60	Trailers Low Boy	ETNYRE RTN40TD3 PS	1E9319640GE111086
5034	16 ETNYRE Low Boy Trl	60	Trailers Low Boy	16 ETNYRE RTN40TD3	1E9319776GE111103
5041	73 DORSEY CRUSHER TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRL 45FT	106864
5042	73 DORSEY TRAILER OHA	56	Trailers Flat - Drop Deck	DROP DECK TRL 45FT	108731
5043	73 DORSEY TRAILER #51	56	Trailers Flat - Drop Deck	DROP DECK TRLMARK	106869
5045	79 TRANSCRAFT TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRAILER	80908
5050	11 40 TON LOWBOY 4270	60	Trailers Low Boy	40 TON TRAIL KING	1TKJ04935BM071885
5052	96 TRANSCRAFT ALUM 48 FT	56	Trailers Flat - Drop Deck	EAGLE W2 48 X 102	ITTF48206V20005777
5053	11 ETNYRE 40 Ton 4100 LOW	60	Trailers Low Boy	PRTN40TD3PS	1E9307973BE11346
5054	98 TRANSCRAFT ALUM 48 FT	56	Trailers Flat - Drop Deck	EAGLE 48 AIR RIDE	1TTF48203Y2005806
5056	00 TRANSCRAFT 48 FLATDECK	56	Trailers Flat - Drop Deck	TRANSCRAFT EAGLE	1TTF48204Y2006205
5058	91 BCREEK w/SIDES	53	Hitch Trailers	TRAILER SS 9TN TRI	591129
5059	DOWN 00 TRANS 48' FLAT	56	Trailers Flat - Drop Deck	TRANSCRAFT EAGLE	1TTF48206Y2006206
5060	78 TRANSCRAFT 44' DROP DE	56	Trailers Flat - Drop Deck	DROP DECK TRL 44FT	TC11472
5061	78 TRANSCRAFT 44' DROP DE	56	Trailers Flat - Drop Deck	DROP DECK TRL 44FT	TC11482
5062	73 TRANSCRAFT 44' DROP DE	56	Trailers Flat - Drop Deck	DROP DECK TRL 40 FT	TC4146
5063	77 KENTUCKY DAN C #58 BIL	57	Trailers Van	VAN TRL 45FT 133	53027
5064	77 KENTUCKY BILLBOARD TRL	57	Trailers Van	VAN TRL 45FT 133BL	53053
5065	77 DORSEY TRAILER #14	57	Trailers Van	VAN TRL 40FT 14	122469
5066	SCRAP 73 FRUEHAUF TRAILER	57	Trailers Van		FWR425001
5067	75 TRANSCFT STRETCH DROP	56	Trailers Flat - Drop Deck	TRANSCRAFT TRL	TC5875
5068	78 GREAT DANE BOX TRL. MA	57	Trailers Van	VAN TRAILER 40FT MRK	B05969
5069	80 GREAT DANETRAILER LEMO	57	Trailers Van	VAN TRL 40FT TOOL41	B18079
5073	79 GREAT DANE TRLR DARREN	57	Trailers Van	VAN TRAILER 44FT	98401
5075	80 MONON TRAILER - Concre	57	Trailers Van	VAN TRAILER 48FT	48939

5076	94 MILLER TOOL TRL #94 D	57	Trailers Van	VAN TRL 40FT MARK L	S2325
5078	05 STRIPING TRAILER	53	Hitch Trailers	TRAILER	5LABE10195M027244
5084	97 BEAVER CREEK 2 AXLE TR	53	Hitch Trailers	TRL SS 65TONNAP	1B9FW2028VM202128
5085	97 BEAVER CR 2 AXLE TR (tradin	53	Hitch Trailers	TRL SS 65 TON 51	1B9FW2027VM202086
5087	74 WATER TANKER CRUSHER 8	59	Trailers Tanker	TANKER JAW 8500 GAL	926658
5089	98 BEAVER CRK-VERMEER 10T	53	Hitch Trailers	DOVE TAIL 85 X 14	1B9FD1923WM202123
5090	09 40 TON LOWBOY 4290 - 9	60	Trailers Low Boy	40 TON TRAIL KING	1TKJ049349M059351
5091	98 40 TON LOW BOY - 4250	60	Trailers Low Boy	40 TON TRAIL KING	1TKJ05139WM022633
5092	99 B CREEK 3 AXLE S/S F/T	53	Hitch Trailers	9 TON TRIAXLE	1B9FW2039YM202040
5093	99 B CREEK 3 AXLE S/S F/T	53	Hitch Trailers	9 TON TRIAXLE	1B9FW2030YM202041
5094	00 40 TON LOW BOY 4270	60	Trailers Low Boy	LBOY TK80HHDG 40TON	1TKJ05037YM053271
5095	03 B CREEK S/S F/T TRL PA	53	Hitch Trailers	9 TON TRIAXLE	1B9FW20343J202053
5096	03 B CREEK S/S F/T TRL DU	53	Hitch Trailers	9 TON TRIAXLE	1B9FW20363J202054
5097	04 SAW TRL SING.AXLE DUPA	53	Hitch Trailers	USASG58SA	4X4TSE01241017680
5098	04 SAW TRL. SINGLE AXLE	53	Hitch Trailers	USASG58SA	4X4TSE01241017681
5229	02 22' HILBILT TRAILER 42	55	Trailers Dump	MONGOOSE 22 HI SPIL	1H9A3E3C421015105
5230	02 22' HILBILT TRAILER 42	55	Trailers Dump	MONGOOSE 22 HI SPIL	1H9A3E3C221015104
5231	02 24' HILBILT TRAILER 42	55	Trailers Dump	MONGOOSE 24 HI SPIL	1H9A3E4C921015101
5236	03 24' HILBILT TRAILER	55	Trailers Dump	MONGOOSE 24 HI SPIL	1H9A3E4C531015050
5237	03 24' HILBILT TRAILER	55	Trailers Dump	MONGOOSE 24 HI SPIL	1H9A3E4C231015054
5238	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C661015063
5239	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C861015064
5240	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C161015066
5241	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C361015067
5242	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C761015069
5243	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C071015075
5244	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C271015076
5245	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C471015077
5246	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C671015078
5247	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C871015079
5248	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C081015028
5249	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C281015029
5250	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C981015030
5251	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C081015031
5252	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C281015032
5253	10 HILBILT 24' HI SPILL M	55	Trailers Dump	24 HI SPILL MONGOOS	1H9A3E4C6A1015023
5300	12 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom	LB3353A FALCON TRI	1E9V17596CE111419
5301	12 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom	LB3353A FALCON TRL	1E9V17602CE111420
5302	13 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom		1E9V17989DE111255
5303	13 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom		1E9V17989 - DE111256
5304	13 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom		1TKL03731DW021271
5305	13 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom		1TKL03731DW021272
5306	14 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom	OLB332NG2	1TKL03738EW044484
5307	14 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom	OLB332NG2	1TKL0373XEW044485
5308	18 Trail King Live Bottom Trai	61	Trailers Live Bottom	LIVE BOTTOM	1TKL03123JW036626
5309	18 Etnyre Live Bottom	61	Trailers Live Bottom	LIVE BOTTOM	1E9V23033JE111268
5310	Trail King Live Bottom	61	Trailers Live Bottom	LIVE BOTTOM	1TKL03125KW051565
5452	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	48373
5453	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	48640
5454	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	48502
5455	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	1M9SM4028WD464013-48676
5456	00 MCNEILUS AR MIXER - pa	58	Trailers Mixer	13 CUYRD T800B	55795
5457	00 MCNEILUS AR MIXER	58	Trailers Mixer	13 CUYRD T800B	56016
5458	00 MCNEILUS AR MIXER	58	Trailers Mixer	13 CUYRD T800B	1M9SM4021YD464082
5466	01 MAXON 12 YD AGITOR	58	Trailers Mixer	12 YD	1M9SM4021YD464101
5489	02 MAXON 12YD AGITOR	58	Trailers Mixer	12 YD	1M9SM40262D464120

CONTRACT NO. RR-20-4545

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
To be determined - See	DBE/VOSB	Subs		

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.

CONTRACT NO. RR-20-4545

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES x NO _____

6. DOCUMENT REFERENCE

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

The Special Provisions YES x NO _____

The Contract Plans YES x NO _____

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

Dated at the office this 6th day of October, 2020.

K-Five Construction Corporation

Name of Organization

By _____

President

Title of Person Signing



STATE OF Illinois)
)
COUNTY OF DuPage)

Robert G. Krug being duly sworn deposes and says that he/she is President

of the above K-Five Construction Corporation 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 6th day of October, 2020.



Notary Public

My Commission Expires: 7/29/24

CONTRACT NO. RR-20-4545

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

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

TOTAL UNDER CONTRACT AND UNEARNED _____

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED _____

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD _____

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

K-Five Construction Corporation
 BIDDER
October 6, 2020
 DATE

Dave Schmoe

 BY: _____ SIGNATURE TITLE Estimator

 SUB-CONTRACTOR

 SUB-CONTRACTOR

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
City of Chicago	City of Chicago	ASP Overlay and Patch at O'Hare and Midway	Active	18,487,391.87	26753
City of Chicago	City of Chicago	Midway Runway 13C-31C	Open	31,436,110.13	14004
Chicago Heights Const Co	CMS	Chicago His Gov State Univ Campus	Open	888,522.45	14033
City of Chicago	City of Chicago	Chicago Midway 4R-22L Rehab	Open	18,448,763.25	41944
K-Five/Plote JV	City of Chicago	K-Five/Plote Ohare 10L-28 Rehab	Open	7,382,334.27	43325
II Dept of Transportation	IDOT	IDOT 222 61C10 Church Road	Open	1,510,000.59	61C10
Acura Inc.	IDOT	Acura IDOT 60X77 I 290 I-90/94 Racine Ramp	Open	605,234.18	60X77
II Dept of Transportation	IDOT	IDOT 62C19 IL 43 Harlem Avenue	Open	2,281,834.11	62C19
Pan Oceanic Engineering	City of Chicago	PanOceanic Chicago Sewer Various St	Open	658,000.19	P-2017-10
Walsh Construction	City of Chicago	Walsh O'Hare Txy Z/J Tank Farm Road	Open	3,370,096.30	217052
F.H. Paschen, S.N. Nielsen	City of Chicago	FH Paschen O'Hare Rwy 9C-27C Phase I	Open	11,455,557.70	57353
II Dept of Transportation	IDOT	IDOT 60Y88 Archer & IL 83	Open	1,459,184.16	60Y88
City of Chicago	City of Chicago	Chicago Far South Arterial Routes	Open	7,784,972.63	B-3-505
Reyes Group Limited	MWRDGC	Reyes McCook Reservoir	Open	1,163,712.47	W912P6-15-R-0007
Lindahl	City of Chicago	O'Hare Employee Parking Lot	Open	3,772,107.30	643243
Pete's Fresh Market					
Oak Park	Oak Park	2018 Street Resurfacing	Open	1,482,622.07	18-15
Judlau	IDOT	Weber Road & I-55	Open	3,318,991.89	60X10
ISTHA	ISTHA	I 355 IL 56 to I-55	Open	49,473,152.88	RR-16-4255
II Dept of Transportation	IDOT	IDOT 62F63 107th Street	Open	1,487,682.66	62F63
II Dept of Transportation	IDOT	IDOT 61E51 Custer Ave	Open	1,624,936.82	6.1E+52
II Dept of Transportation	IDOT	IDOT 61E62 York Street	Open	666,666.66	6.1E+63
Walsh Construction	City of Chicago	Walsh O'Hare Txy Z/J Tan	Open	2,026,324.08	564489
ISTHA	ISTHA	ISHTA 4312 I 88 Rt 59 Was	Open	3,303,850.19	RR-17-4312
ISTHA	ISTHA	ISHTA 4388 I 294 Toll Pla	Open	4,583,567.67	I-18-4388
ISTHA	ISTHA	ISHTA 4401 I 294 REPAIRS	Open	1,062,166.79	RR-18-4401
II Dept of Transportation	IDOT	IDOT 62D16 IL 38	Open	4,186,351.99	62D16
II Dept of Transportation	IDOT	IDOT 62D64 Roosevelt Rd	Open	2,888,000.00	62D64
II Dept of Transportation	IDOT	IDOT 62F58 LaGrange Road	Open	5,720,330.36	62F58
II Dept of Transportation	IDOT	IDOT 61E46 135th Robbins	Open	1,597,990.00	61E46
II Dept of Transportation	IDOT	IDOT 61E80 Benedictine Pk	Open	717,469.00	61E80
Village of Oak Park	Village of Oak Park	Oak Park	Open	6,250,000.00	19-12
Reliable	City of Chicago	Reliable Chicago Sewer No	Open	418,561.75	-
Pan-Oceanic	City of Chicago	Pan Oceanic Bessie Colem	Open	103,473.10	18BJ010
II Dept of Transportation	IDOT	IDOT 61F38 York Road	Open	1,878,874.58	61F38
ISTHA	ISTHA	I-294 Central	Open	32,693.90	RR-18-4441
II Dept of Transportation	IDOT	IL 56 Naperville Rd. to IL 53	Open	3,038,711.70	60P68
II Dept of Transportation	IDOT	US 20 (Lake St) Summerfield Dr. to I-355	Open	3,428,345.16	62G64
II Dept of Transportation	IDOT	Brainard Ave. Path	Active	964,375.45	61F60
II Dept of Transportation	IDOT	IDOT 166 - Kings Blvd.	Active	7,485,866.22	61F40
ISTHA	ISTHA	I-88 Connector	Open	2,168,007.01	RR-13-4117R
FH Paschen	ISTHA	4430 - Mile Long bridge	Active	4,927,024.54	I-18-4430
II Dept of Transportation	IDOT	IDOT 6 IL 56 I 355 to 22nd Lombard Oak Brook Downers	Open	4,278,639.53	60V17
II Dept of Transportation	IDOT	IDOT 8 IL 53 I 88 to 59th Lisle	Open	2,942,253.99	62G23

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
Ill Dept of Transportation	IDOT	IDOT 133 Riverside Dr Harlem to Cermak Berwyn	Open	1,813,626.00	61F01
Ill Dept of Transportation	IDOT	IDOT 135 Blachard St & President St Wheaton	Open	922,751.00	61F50
Alliance	IDOT	IDOT 136 Diehl Rd Davis Pkwy to Winfield Rd Wainrenville	Open	117,392.00	61F52
Hometowne	IDOT	IDOT 138 75th St & Naper Blvd Naperville	Active	74,997.00	61F66
Paschen	IDOT	IDOT 168 Rodeo Dr at Kings Rd Bolingbrook	Active	2,914,615.76	61F64
Chicago Skyway	City of Chicago	O'Hare Runway 9R-27L Extension	Open	6,051,084.04	
Judlau	Skyway Concessions	Various Chicago Skyway Construction Works	Open	760,954.01	SCC 2019-02
ISTHA	ISTHA	I 294 Retaining Wall	Open	1,458,657.24	I-18-4446
ISTHA	ISTHA	4470 - I 294 I 390 Intermittent Pavement Repair	Open	2,146,432.15	4470
Burke LLC	Oak Brook	Salt Dome Storage Facility Oak Brook	Open	129,475.00	
IDOT	IDOT	IDOT 72 Nerge Rd Mitchell Trail to Devon Ave Elk Grove Village	Active	1,255,255.00	61G04
O'Hare	CDA-TPAP	Taxiway K4	Active	14,477,000.00	
Dupage County	Dupage County	Various Streets North Region	Active	3,772,815.73	20-PVMTTC-13-GM
Dupage County	Dupage County	Various Streets South Region	Active	4,438,723.23	20-PVMTTC-14-GM
IDOT	IDOT	IDOT 11 83rd Street IL 53 to James Woodridge	Active	896,777.00	61G37
IDOT	IDOT	IDOT 23 104th Ave Archer to 107th Willow Springs	Active	1,026,000.00	62J85
IDOT	IDOT	IDOT 120 Woodward Ave 75th to Village Limits	Active	981,869.60	61G27
Woodridge	Woodridge	MFT Street Resurfacing	Active	1,425,222.98	
ISTHA 4506	ISTHA	Tri State Tollway (I-294) Shoulders	Active	2,365,983.20	I-19-4506
Cook County Roberts Road	Cook County Highway Dept.	Roberts Rd. Valley Dr. to 87th Street	Pending	6,325,000.00	
O'Hare	AECOM Hunt/Clayco	Runway 4R-22L Rehabilitation	Active	5,672,675.00	H6125.19-00
IDOT 21	IDOT	I-55 Bridge Deck Repairs & Shoulder Reconstruction	Active	3,075,389.00	62K50
IDOT 102	IDOT	I-57. Dixmoor. IL	Active	139,642.80	62K21
Lemont	Village of Lemont	I & M Canal Parking Lot, Lemont	Active	604,315.20	
O'Hare	Turner Paschen Aviation Partners	TPAP-TP-12 Taxiway A & B Relocation	Active	13,105,000.00	
Naperville	City of Naperville	2020 Street Resurfacing	Active	3,023,090.50	
Oak Lawn	Village of Oak Lawn	2020 Street Program	Active	2,726,962.49	
IDOT	IDOT 10	IL 43 (Harlem Ave.) at Archer Ave.	Active	1,287,974.16	62F90
IDOT	IDOT 115	Joliet Road at 55th Street	Active	2,108,300.00	60X71
IDOT	IDOT 143	IL 83 Kingery Highway	Active	1,074,369.33	62F20
IDOT	IDOT 144	Michigan Ave., South Chicago Hyde Park	Active	4,658,001.62	62J89
IDOT	IDOT 167	171st Ave. at Roosevelt Road	Active	1,462,097.78	62A38
IDOT	IDOT 200	FAI-57 from Halsted to I80	Active	2,539,731.25	62K92
IDOT	IDOT 1A	Clow International Airport	Pending	426,558.84	BO005
Glendale Heights	Village of Glendale Heights	Gregory Ave. & Somerset Dr.	Active	1,002,832.45	
Walsh	I 294 Ramp	I 294 Ramp	Pending		
Walsh	ISTHA	Mile Long Bridge	Pending	3,844,293.00	
F H Paschen	ISTHA	4517	Pending		
F H Paschen	ISTHA	4519	Pending		
Village of Summit	Village of Summit	2020 Street Resurfacing Various Streets	Active	1,316,984.73	
Village of Woodridge	Village of Woodridge	IL Route 53 Patches Woodridge	Active	20,850.00	
Village of Dolton	Village of Dolton	CDBG Street Resurfacing	Active	279,474.25	1906-00
Bremen Township	Bremen Township	143rd Street	Pending	114,482.70	
Naperville Township	Naperville Township	87th Street	Pending	438,969.11	



999 Oakmont Plaza Drive • Suite 200 • Westmont, IL 60559
(630) 257-5600 Fax (630) 257-6788
www.k-five.net

September 17, 2020

RE: Affidavit of Availability

To Whom It May Concern:

Per the attached "Rules for Prequalification of Contractors and Issuance of Plans and Proposals" as published by the Illinois Department of Transportation ('IDOT'), Section 650.310 Item (d) K-Five Construction Corporation hereby requests to forgo the filing of an "Affidavit of Availability" based upon the "Super Unlimited" financial rating (d1) and "Unlimited" HMA Plant Mix rating (d2) as shown on the attached "Certificate of Eligibility."

This method of substitution for the "Affidavit of Availability" has been approved by IDOT's Prequalification Engineer and has been accepted by IDOT for contract Lettings. The Unit Chief of Prequalification Services in IDOT's (Springfield) Bureau of Construction is Frank Lowry. If there are any questions, he can be reached at (217) 782-3413.

Sincerely,
K-Five Construction Corporation


Joseph M. Bodzioch, P.E.
Chief Estimator



Illinois Department of Transportation

**RULES FOR
PREQUALIFICATION OF CONTRACTORS,
AUTHORIZATION TO BID,
AND
SUBCONTRACTOR REGISTRATION**

44 IL. ADM.CODE SEC. 650

ADOPTED JULY 2, 1994

AMENDED May 8, 2008

- c) All remaining work categories are calculated by the secondary formula.

WR = PF X CP X 1.2 (Secondary Formula)

- d) The secondary formula does not utilize an equipment factor because of the immeasurable productive capacity of the equipment or plant facility; however, equipment must be owned by or leased to the applicant. See Section 650. Appendix A of this Part for a listing of equipment or plant facilities. The secondary formula includes a factor of 1.2 to provide a margin for growth.
- e) An applicant's capacity to perform may exceed the calculated equipment factor. This can occur by good management, efficiency and additional hours of work. When this occurs, the primary and advanced formulas will be replaced by the secondary formula.
- f) The work rating in any given category may not exceed the financial rating of the applicant.
- g) A work rating may be designated as "Illinois Work Only." This work rating indicates the dollar value of work which the applicant's own forces can perform within the State of Illinois in one construction season. This rating will be established by the Department if the applicant does work in more than one state or outside the continental United States and it would be impractical to verify all outstanding work.
- h) Prior to any consideration for establishing a work rating value, the applicant shall provide a list of all technical, supervisory and key personnel who would manage a project awarded by the Department. This list should include the individual's job title and number of years of construction experience. The Department may also require the submittal of resumes of the above individuals. Applicants prequalifying with the Department for the first time shall be required to submit resumes. Insufficient personnel may be justification for a reduction in the rating of a work category as determined by the primary, advanced or secondary formula. Hiring of additional personnel may be justification for an increase in the rating of a work category. Applicants without experienced personnel for a requested work category may be denied the rating.
- i) **Methods to Improve a Work Rating**
- 1) Hiring of additional personnel.
 - 2) Purchase, lease or rental of additional equipment.
 - 3) Completion of additional work.
- j) A contractor may request additional rating in a work category at any time during the prequalification period by submitting a revised application or supplemental information.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

SUBPART B: AUTHORIZATION TO BID

Section 650.290 Advertising for Bids

The procedures for procuring contracts are set out in the Department's rules for contract procurement found at 44 Ill. Adm. Code 660. The procedures of this Subpart B govern the granting of authority to bid on contracts advertised for bids in the Transportation Bulletin in accordance with the Department's rules for contract procurement.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.300 Request for Authorization to Bid or Not for Bid Status

A Request for Authorization to Bid or Not for Bid Status (Form BD-124 INT) is published with the Transportation Bulletin. The Form BD-124 INT shall be used by contractors to request proposals and plans

on CD-ROM and to request formal authorization to bid on contracts advertised in the Transportation Bulletin. Anyone may obtain proposal forms and plans regardless of prequalification status. An Authorization to Bid must be granted in accordance with this Part before a prequalified contractor may submit a bid.

(Source: Amended at 30 Ill. Reg. 16373, effective October 10, 2006)

Section 650.310 Affidavit of Availability

- a) An Affidavit of Availability (Form BC-57) is attached to the Transportation Bulletin and must be submitted with a request for Authorizations to Bid. It is a sworn statement concerning the contractor's present and pending contract commitments. The contractor shall not omit or misrepresent its work outstanding. When the contractor has uncompleted or pending work as a party of a joint venture, the contractor's responsible portion of the work shall be shown. The affidavit shall be signed by an officer or director of a corporate contractor, and otherwise, an owner shall sign. The affidavit is not required when Authorization to Bid is not being requested. The affidavit shall include:
- 1) The amount of all uncompleted work, by type, either as a principal or subcontractor together with the name of the agency under whose jurisdiction the work is being performed. All uncompleted work shall be based upon the engineer's or owner's most recent estimate.
 - 2) The commitment of equipment and personnel on a payroll or rental basis even though no formal contract exists.
 - 3) All work on which the contractor is the low bidder and which has not yet been awarded.
 - 4) A listing of all subcontractors and the value of work sublet.
- b) Prospective bidders shall notify the Department within two working days of any low bids pending award or contracts awarded after submission of the affidavit.
- c) Facsimiles of the affidavit will be accepted for analysis purposes. Authorization to Bid will not be issued without a correct, signed and notarized original affidavit in the Department's Central Bureau of Construction's possession by the cut-off date specified in the Transportation Bulletin.

- d) A contractor may request to forego filing an affidavit if it has a financial rating at either of the following levels. The Prequalification Section will grant such a request provided the contractor's existing contracts with the Department are not behind approved contract progress schedules and provided the most recent performance evaluation rating is not less than 6.0 in the performance factor calculation. (See Section 650.240 of this Part.)
- 1) A financial rating of \$300 million.
 - 2) A financial rating of at least \$150 million or a Department calculated net worth of at least \$40 million, either in conjunction with two or more work ratings calculated to equal or exceed \$50 million each.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.315 Disclosure of Other Procurement Relationships

- a) Section 50-35(h) of the Illinois Procurement Code [30 ILCS 500/50-35(h)] requires that all bids of more than \$10,000 be accompanied by disclosure of all current or pending contracts, proposals, leases, or other ongoing procurement relationships the contractor has with any other unit of State government. This disclosure is required in addition to the financial interest disclosure provided at Section 650.80(d) of this Part.

Illinois State Toll Highway Authority

SPECIAL PROVISION

FOR

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

1. POLICY STATEMENT

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRACTOR ASSURANCE

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

4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

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

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

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

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

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

6. BIDDING PROCEDURES

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

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

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

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

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

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

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

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

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

The submission of DBE Form 2025 should be via email to contractcompliance@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. 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.

- 6.6.9 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.
- 6.6.10 The Bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Bidder by filing a request, within five working days after the Bidder receives written notice of the determination, which five-day period shall begin immediately after ISTHA provides the Bidder written notice of its pre-final determination, by delivering the request to the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, contractcompliance@getipass.com, (630) 241-6800 ext. 4615. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.
- 6.6.11 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 the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance. The Chief of Contract Compliance 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 Contract Compliance, 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 Contract Compliance 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 Contract Compliance Team. 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, will 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. Requests should be sent to contractcompliance@getipass.com.

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 Illinois State Toll Highway Authority, Contract Compliance Team in writing of the request to substitute a DBE or otherwise change the DBE Utilization Plan to contractcompliance@getipass.com. 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 Illinois State Toll Highway Authority, Contract Compliance Team 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 Illinois State Toll Highway Authority, Contract Compliance Team 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 Illinois State Toll Highway Authority, Contract Compliance Team at contractcompliance@getipass.com 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 Contract Compliance 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 partial and final waivers of lien. Not complying with this requirement may delay processing of pay estimates and/or retainage.

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at <https://iltollway.diversitysoftware.com/>.

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, contractcompliance@getipass.com. The Executive Director or his/her designee, which designee shall not be employed within the Tollway's Contract Compliance Team, may solicit information from the contractor, the Diversity and Strategic Development Department, the Chief of Contract Compliance, 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: 10/6/2020
 To: Contact Name: Dave Schmo
 Contractor Company Name: None
 From: Tamela Reed-McClinton
 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:	10/6/2020	Revision #	0
Contract #	RR-20-4545	Established DBE Goal:	27.00 %		
Contract Description:	Systemwide Pavement Repairs - Concrete Repairs - Systemwide; Asphalt Repairs - Tri-State Tollway (I-294) between Plaza 35 and Balmoral Avenue Mile Post 29.9 to Mile Post 39.8				

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

Notes:

DBE Plan as Submitted by apparent low bidder:									
Core Bid Amount		\$2,401,789.06							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Gayton Enterprises	Trucker	D/MBE	Sweeping Truck	\$31,000.00	\$31,000.00	1.29 %	City of Chicago	M	Hispanic
Maintenance Coatings Co.	SB	D/WBE	Traffic Striping	\$280,930.50	\$280,930.50	11.69 %	City of Chicago	F	Caucasian
MBM Enterprises, Inc., DBA MBM Safety Consultants	SB	D/W/MBE	Flagging	\$31,000.00	\$31,000.00	1.29 %	IDOT	F	African American
Tough Cut Concrete Services, Inc.	SB	DBE	Saw & Searching	\$88,015.00	\$88,015.00	3.66 %	IDOT	F	Caucasian
Truck King Hauling Contractors, Inc.	Trucker	D/MBE	Trucking	\$50,000.00	\$50,000.00	2.08 %	CMS	M	Hispanic
Walls Trucking Inc.	Trucker	D/MBE	Trucking	\$50,000.00	\$50,000.00	2.08 %	City of Chicago	M	Hispanic
Work Zone Safety, Inc.	SB	D/WBE	Traffic Control	\$117,680.00	\$117,680.00	4.89 %	City of Chicago	F	Caucasian
Total # of subcontracts: 7			TOTAL	\$648,625.50	\$648,625.50	27.00 %			
Total # of subcontractors: 7			Total %	27.00 %	27.00 %				

CONTRACT # **RR-20-4545** DBE FIRM NAME: **Tough Cut Concrete Services, Inc.**

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

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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@getpass.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 (\$) <small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small>
J451100	Crack Routing (3405 Regular Hot Tar)	1,800.00 LF	\$ 2.25 LF	\$4,050.00		
J451110	Crack Sealing (3405 Regular Hot Tar)	2,025.00 LB	\$14.00 LB	\$28,350.00		
J451160	Crack Filling (3405 Regular Hot Tar)	13,086.00 LF	\$4.25 LF	\$55,615.50		
TOTALS FOR THIS DBE FIRM:				\$88,015.50		0

*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 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 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 of Prime Contractor: **ESF** Title: **Owner**

Signature: **DAVE SCHMOE** Title: **Owner**

Firm: **K-FIVE CONSTRUCTION**

Email: **daves@k-five.net**

Phone: **630-257-5600**

Address: **999 Oakmont Plaza Westmont, IL**

Contact: **Chadline McCiglin**

Firm: **Tough Cut Concrete Services, Inc**

Email: **mcglin@toughcutconcrete.com**

Phone: **615-464-9462**

Address: **P O Box 1518 Franklin, Illinois 60423**

Business & Contact Information

BUSINESS NAME	Tough Cut Concrete Services, Inc.	
OWNER	Ms. Christine McClellan	
ADDRESS	301 White Street Suite D Frankfort, IL 60423-7536	Map This Address
PHONE	815-464-8462	
FAX	815-464-8469	
EMAIL	toughcuts@sbcglobal.net	
ETHNICITY	Caucasian	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	11/18/2020
RENEWAL DATE	11/1/2021
EXPIRATION DATE	11/1/2025
CERTIFIED BUSINESS DESCRIPTION	238990 - Concrete Sawing 238910 - Grading Construction Sites 238910 - Excavating, Earth Moving or Land Clearing Contractor 238910 - Demolition Contractor 327999 - Asphalt Concrete Crushing & Grinding 423320 - Brick, Stone and Related Construction Material Merchant Wholesalers NAICS 327999 - Specializes in crushing and recycling onsite NAICS 423320 - Specializes in supplying recycled construction material and aggregate from crushing concrete

Commodity Codes

Code	Description
------	-------------

NAICS 238910	Demolition contractor
NAICS 238910	Excavating, earthmoving, or land clearing contractors
NAICS 238910	Grading construction sites
NAICS 238990	Concrete sawing and drilling (except demolition)
NAICS 327999	Asphalt concrete crushing and grinding (except at construction site)
NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers

Additional Information

QUALIFIED INVESTMENT AREA **No**



Illinois Department of Transportation

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

March 12, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Christine McClellan
Tough Cut Concrete Services, Inc.
P. O. Box 1536
Frankfort, IL 60423

Dear Ms. McClellan:

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

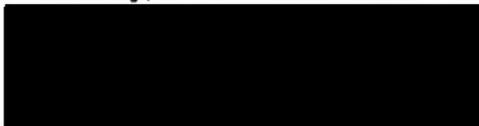
To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **April 1, 2021**. IDOT will send an affidavit form 60 days prior to that date.

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-20-4545 DBE FIRM NAME: Work Zone Safety INC.
 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. 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 contractcomp@istha.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)
JJ701021	MAINT Traffic Lane Closure	10	3650.00	36,500.00		36,500.00
JJ701022	" " " "	10	3900.00	39,000.00		39,000.00
JJ701023	" " " "	2	4200.00	8,400.00		8,400.00
	ATT TRUCKS FOR ABOVE ITEMS	250	135.00	33,750.00		33,750.00
TOTALS FOR THIS DBE FIRM:				117,650.00		117,650.00

* Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #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 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 items 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 history 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: President Date: 10/5/20
 Signature for DBE Contractor: [Redacted] Title: President Date: 10/5/20
 Contact: Pam Ackerman
 Firm Name: Work Zone Safety INC.
 E-mail: pam@workzonesafetyinc.com
 Phone: (815) 838-0424
 Address: 7051 Gaylord Rd. Crest Hill, IL 60403

Signature for Prime Contractor: [Redacted] Title: [Redacted] Date: 10/5/2020
 Contact: Dave Schmie
 Firm Name: K-FIVE CONSTRUCTION
 E-mail: daves@k-five.net
 Phone: 630-257-5600
 Address: 999 OAKMONT PARK DR. NOSTMONT, IL

Business & Contact Information

BUSINESS NAME	Work Zone Safety, Inc.	
OWNER	Ms. Pam Ackerman	
ADDRESS	17051 Gaylord Rd Crest Hill, IL 60403	Map This Address
PHONE	815-834-0429 Ext. 107	
FAX	815-834-2357	
EMAIL	pam@workzonesafetyinc.com	
ETHNICITY	Caucasian	

Certification Information

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	3/23/2020
RENEWAL DATE	3/23/2021
EXPIRATION DATE	3/23/2021
CERTIFIED BUSINESS DESCRIPTION	Regular Dealer: Sales, Rental and Service of Traffic Control Devices; Installation of Temporary Pavement Markings

Commodity Codes

Code	Description
NAICS 237310	Highway line painting
NAICS 237310	Sign erection, highway, road, street, or bridge

Additional Information

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

Work Zone Safety, Inc.

Pam Ackerman
17051 Gaylord Rd.
Crest Hill, IL 60403

County: Will

Email: pam@workzonesafetyinc.com

Phone: (815) 834-0429

Fax: (815) 834-2357

Categories: Construction, Miscellaneous, Supplier

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- MISC: TRAFFIC CONTROL EQUIPMENT RENTAL
532412-Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing	MISC: REFLECTIVE MARKER INSTALLATION PAVEMENT MARKING: REMOVAL
561990-All Other Support Services	PAVEMENT MARKING: PAINT SIGNING SUPPLIER: PAVEMENT MARKING MATERIALS SUPPLIER: MATERIALS: TRAFFIC CONTROL 532412- EQUIPMENT RENTAL 561990- TRAFFIC CONTROL



CONTRACT # **RR-20-4545**

DBE FIRM NAME: **Maintenance Coatings Co.**
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA B(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. 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 quote			280,930.50		280,930.50
				TOTALS FOR THIS DBE FIRM:		280,930.50

*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 #15671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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: **EST.** Title: **EST.** Date: **10/5/2020**
Signature for DBE Contractor: [Redacted] Title: **President** Date: **10/05/2020**
Contact: **DAVE SCHMOE** Contact: **Julie Wrightsman**
Firm Name: **K-FNE** Firm Name: **Maintenance Coatings Co.**
E-mail: **daves@k-fne.net** E-mail: **julie@maintenancecoatings.com**
Phone: **630-257-5600** Phone: **847-622-0020**
Address: **999 OAKMONT PLAZA DR., WESTMONT, IL** Address: **543 Woodbury Street South Elgin, IL 60177**

Business & Contact Information

BUSINESS NAME **Maintenance Coatings Co.**

OWNER **Julie Ann Wrightsman**

ADDRESS **543 Woodbury St** [Map This Address](#)
South Elgin, IL 60177

PHONE **847-622-0020**

FAX **847-622-1087**

EMAIL julie@maintenancecoatings.com

ETHNICITY **Caucasian**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **4/28/2020**

RENEWAL DATE **4/1/2021**

EXPIRATION DATE **4/1/2025**

CERTIFIED BUSINESS DESCRIPTION **NAICS Code(s):**
237310 - Pavement Marking Services: Painting, Raised; Epoxy; Signing; Thermoplastic Hand; Preformed Plastic Pavement; Temporary Wall Barrier Installation
561990 - Flagging (i.e., traffic control) Services

Commodity Codes

Code	Description
NAICS 237310	Airport runway line painting (e.g., striping)
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Painting traffic lanes or parking lots
NAICS 237310	Parking lot marking and line painting

NAICS 561990

Flagging (i.e., traffic control) services

Additional Information



543 Woodbury Street, South Elgin, IL 60177

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

**Maintenance
Coatings Company**

Job Name: RR-20-4545 SYSTEM WIDE REPAIRS
Quote To: CONTRACTORS
Agency: ISTHA
Contract No. RR-20-4545
Section No.
Completion Date 05/12/2022
Working Days

IDOT Item No.:
Bid Date: 10/05/2020
Revision Date:
Contact: Jeff Schuld/ Rachel Traficanti
After Hours Ph # 847-344-5527/ 630-461-3365

FOR PAVEMENT MARKING OVER PATCHES THERE IS A
 MOBILIZATION FEE FOR EACH CALL OUT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	1 Attenuator Truck	250	HR	135.00	33,750.00
	1 ADDITIONAL COST FOR CREW TO STRIPE PATCHES	42	EA	2,500.00	105,000.00
78005110	EPOXY PVT MRKNG - LN 4"	11,835.00	FOOT	1.00	11,835.00
78005130	EPOXY PVT MRKNG OVER PATCHES - LN 6"	13,345.00	FOOT	1.50	20,017.50
78005145	EPOXY PVT MRKNG OVER PATCHES - LN 10"	500.00	FOOT	2.50	1,250.00
J1781000	RAISED PAVEMENT LANE MARKER	536.00	EACH	33.00	17,688.00
	TRAFFIC CONTROL				
JT701021	MNTENC OF TRAFFIC, DAILY 1-LANE CLOSURE, E-2 (M-F)	10.00	EACH	3,650.00	36,500.00
JT701021	MNTENC OF TRAFFIC, DAILY 1-LANE CLSR, E-2 (SAT-SU)		EACH		
JT701026	MNTENC OF TRAFFIC, DAILY 2-LANE CLOSURE, E-2 (M-F)	10.00	EACH	3,900.00	39,000.00
JT701026	MNTENC OF TRAFFIC, DAILY 2-LANE CLSR, E-2 (SAT-SU)		EACH		
JT701028	MNTENC OF TRAFFIC, DAILY 3-LANE CLOSURE, E-2 (M-F)	3	EACH	4,200.00	12,600.00
JT701028	MNTENC OF TRAFFIC, DAILY 3-LANE CLSR, E-2 (SAT-SU)		EACH		
JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	6.00	CDAY	75.00	450.00
JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	3.00	WEEK	280.00	840.00
JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	CMON	1,000.00	2,000.00

GRAND TOTAL

280,930.50

NOTES:

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



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

APR 28 2020

Julie Wrigtsman
Maintenance Coatings Co.
543 Woodbury St.
South Elgin, IL 60177

Dear Ms. Wrigtsman:

We are pleased to inform you that **Maintenance Coatings Co.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** recertification is valid until **4/1/2025**; however, your firm's certification must be revalidated annually. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **4/1/2021, 4/1/2022, 4/1/2023 and 4/1/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/1/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/1/2025**.

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

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

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

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

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

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

Your firm's name will be listed in the City's Directory of Certified Firms in the specialty area(s) of:

NAICS Code(s):

237310 – Painting Lines on Highways, Streets and Bridges (i.e. painting traffic lanes, parking lots and runways)
561990 – Flagging (i.e. traffic control) Services

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

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

Sincerely,


Shannon E. Andrews *SEA*
Chief Procurement Officer
SEA/nm

CONTRACT # 2R-20-4545

DBE FIRM NAME: **TRUCK KING HAULING CONTRACTORS INC**
 CIRCLE ALL THAT APPLY: DBE MBE WBE SBA S(A)

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@getpass.com.
 If additional space is needed, complete an additional form(s) for the firm or attach a 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)
TR440354	Have Asphalt	1/LS	50,000.00	50,000.00		50,000.00
				TOTALS FOR THIS DBE FIRM:		50,000.00
						0

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

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. 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 a range of sanctions.

Signature for Prime Contractor: EST Title: 10/5/2020
 Contact: DAVE SCHMOZ
 Firm: K-FIVE
 Email: clavese K-Five.net
 Phone: 630-257-5606
 Address: 999 OAKMONT PLAZA DR, WESTMONT, IL.

Signature for DBE Contractor: _____ Title: _____ Date: 10/05/2020

Contact: JESUS SAUZAMEDA JR

Firm: TRUCK KING HAULING CONTRACTORS INC

Email: JSAUZAMEDA@TKHC.COM

Phone: 773-847-6000

Address: 4600 W 48TH ST CHICAGO IL 60632

Business & Contact Information

BUSINESS NAME	Truck King Hauling Contractors, Inc.	
OWNER	Mr. Jesus Sauzameda, Jr	
ADDRESS	4600 W. 48th Street Chicago, IL 60632	Map This Address
PHONE	773-847-6000	
FAX	773-847-6714	
EMAIL	jsauzameda@tkhcinc.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	9/23/2020
RENEWAL DATE	9/15/2021
EXPIRATION DATE	9/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484220 Dump trucking (e.g., gravel, sand, top soil)

Commodity Codes

Code	Description
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)

Additional Information

WARD	14
COMMUNITY AREA	56 Garfield Ridge



Illinois Department of Transportation

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

March 4, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jesus Sauzamede, Jr.
Truck King Hauling Contractors, Inc.
4600 W. 48th St.
Chicago, IL 60632

Dear Mr. Sauzamede:

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

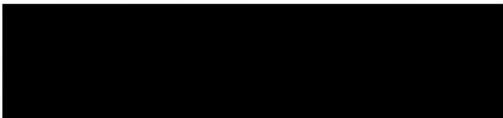
To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on April 1, 2021. IDOT will send an affidavit form 60 days prior to that date.

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-20-4545

DBE FIRM NAME: Walls Teckweinc Inc
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA 8(A)

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

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

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)
J1440354	Haul Asphalt	1/Ls	50,000.00	50,000.00		50,000.00
TOTALS FOR THIS DBE FIRM:				50,000.00		50,000.00

*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, including but not limited to Mobilization Item #IS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. 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: EST Title: 10/5/2020
Contact: DAVE SCHMIDT
Firm: K-FIVE
Email: dave.s.k-five.net
Phone: 630-257-5600
Address: 999 OAKMONT PLAZA Dr., Westmont, IL

Signature for DBE Contractor: [Redacted] Title: President Date: 10-5-2020
Contact: JASON E. PARODOS
Firm: Walls Teckweinc Inc
Email: walls4244@GMAIL.COM
Phone: 773-996-9700
Address: 31006 N. LUNA Ave Chicago IL 60641

Business & Contact Information

BUSINESS NAME	Walls Trucking, Inc.	
OWNER	Jason Edrei Paredes	
ADDRESS	3606 N. Luna Ave Chicago, IL 60641	Map This Address
PHONE	773-986-9700	
FAX	773-657-3731	
EMAIL	Paredesjason@comcast.net	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/13/2020
RENEWAL DATE	10/1/2021
EXPIRATION DATE	10/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484110 General freight trucking, local

Commodity Codes

Code	Description
NAICS 484110	General freight trucking, local

Additional Information

WARD	36
COMMUNITY AREA	15 Portage Park



Illinois Department of Transportation

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

January 27, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jason E. Paredes
Walls Trucking Inc.
3606 N. Luna Ave.
Chicago, IL 60641

Dear Mr. Paredes:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Walls Trucking 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 February 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-20-4545

DBE FIRM NAME: Gayton Enterprises LLC
CIRCLE ALL THAT APPLY: DBE WBE SBA 8(a)

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

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

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

Table with 6 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), TOTAL DBE CREDIT AMOUNT (\$). Includes handwritten entry for 'SWEEPING' and a 'TOTALS FOR THIS DBE FIRM' row.

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

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

Signature for Prime Contractor: Dave Schmoie, Date: 10/6/2020
Signature for DBE Contractor: Thomas Gayton, Title: President, Date: 10/6/2020
Firm Name: K-Five Construction Corp., E-mail: Estimating@k-five.net, Phone: 630-257-5600
Firm Name: Gayton Enterprises LLC, E-mail: tgayton@gaytonenterprises.com, Phone: 847.857.8320
Address: 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559

Business & Contact Information

BUSINESS NAME	Gayton Enterprises LLC	
OWNER	Thomas Gayton	
ADDRESS	P.O. Box 7277 Algonquin, IL 60102	Map This Address
PHONE	847-462-4030	
FAX	847-594-6090	
EMAIL	tgayton@gaytonenterprises.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	11/16/2020
RENEWAL DATE	11/15/2021
EXPIRATION DATE	11/15/2021
CERTIFIED BUSINESS DESCRIPTION	NAICS 561790 Parking lot cleaning (e.g., power sweeping, washing) services NAICS 327320 Ready - Mix Concrete Manufacturing

Commodity Codes

Code	Description
NAICS 327320	Ready-Mix Concrete Manufacturing
NAICS 561790	Parking lot cleaning (e.g., power sweeping, washing) services

Additional Information

QUALIFIED INVESTMENT AREA **No**

Unified Certification Program - Search

Contractor Details

Print

Gayton Enterprises LLC

Thomas A. Gayton
P. O. Box 7277
Algonquin, IL 60102

County: McHenry

Email: tgayton@gaytonenterprises.com

Phone: (847) 462-4030

Fax: (847) 594-6090

Categories: Miscellaneous, Supplier

NAICS

327320-Ready-Mix Concrete
Manufacturing

561790-Other Services to
Buildings and Dwellings

Speciality

327320- SUPPLIER:
CONCRETE

561790- POWER
SWEEPING & PARKING
LOT MAINTENANCE



CONTRACT # RL-2D-4545

DBE FIRM NAME: MBM Enterprises Inc
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. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@getpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small>
<u>J140354</u>	<u>Construction Safety Flaggers</u>	<u>1/LS</u>	<u>31,000.00</u>	<u>31,000.00</u>	<input checked="" type="checkbox"/>	<u>3,000.00</u>
	<u>Vehicles/Equipment</u>				<input type="checkbox"/>	
	<u>Construction Road Equipment</u>				<input type="checkbox"/>	
				TOTALS FOR THIS DBE FIRM:		<u>31,000.00</u>

*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 subject the contractor to contract sanctions.

Signature for Prime Contractor: EST Title: President Date: 10/5/2020
 Contact: DAVE SCHMIDT Title: President
 Firm Name: K-FIVE
 E-mail: daves@k-five.net
 Phone: 630-257-5600
 Address: 799 OAKMONT PLAZA Dr Westmont, IL.

Business & Contact Information

BUSINESS NAME	MBM Enterprises, Inc., DBA MBM Safety Consultants	
OWNER	Marilyn Broady	
ADDRESS	5600 N River Rd Suite 800 - 38 Rosemont, IL 60018-5166	Map This Address
PHONE	773-651-7448	
FAX	866-651-2234	
EMAIL	mbmsafety@att.net	
ETHNICITY	African American	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	9/22/2020
RENEWAL DATE	8/15/2021
EXPIRATION DATE	8/15/2024
CERTIFIED BUSINESS DESCRIPTION	NAICS 541690 Safety consulting services NAICS 561990 Flagging (i.e., traffic control) services

Commodity Codes

Code	Description
NAICS 541690	Safety consulting services
NAICS 561990	Flagging (i.e., traffic control) services

Additional Information

WARD

8

COMMUNITY AREA

48 Calumet Heights

Business & Contact Information

BUSINESS NAME **MBM Enterprises, Inc., DBA MBM Safety Consultants**

OWNER **Marilyn Broady**

ADDRESS **5600 N River Rd
Suite 800 - 38
Rosemont, IL 60018-5166** [Map This Address](#)

PHONE **773-651-7448**

FAX **866-651-2234**

EMAIL mbmsafety@att.net

ETHNICITY **African American**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

CERTIFICATION DATE **9/22/2020**

RENEWAL DATE **8/15/2021**

EXPIRATION DATE **8/15/2024**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541690 Safety consulting services
NAICS 561990 Flagging (i.e., traffic control) services**

Commodity Codes

Code	Description
NAICS 541690	Safety consulting services
NAICS 561990	Flagging (i.e., traffic control) services

Additional Information

WARD

8

COMMUNITY AREA

48 Calumet Heights



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

JUL 09 2020

Marilyn Broady
MBM Enterprises, Inc., d/b/a MBM Safety Consultants
8708 S. Bennett Ave., Suite 122
Chicago, IL 60617-2950

Dear Ms. Broady:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **MBM Enterprises, Inc., d/b/a MBM Safety Consultants**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** certification program eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **April 1, 2021**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s):

541690 – Safety Consulting Services

561990 – Flagging (i.e., Traffic Control) Services

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>.

MBM



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

JUL 09 2020

Marilyn Broady
MBM Enterprises, Inc., d/b/a MBM Safety Consultants
8708 S. Bennett Ave., Suite 122
Chicago, IL 60617-2950

Dear Ms. Broady:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **MBM Enterprises, Inc., d/b/a MBM Safety Consultants**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** certification program eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **April 1, 2021**.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within **thirty (30) days** of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s):

541690 – Safety Consulting Services

561990 – Flagging (i.e., Traffic Control) Services

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>.

MBM

Your participation on contracts will only be credited toward **DBE** contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Shannon E. Andrews *yc*
Chief Procurement Officer

SEA/sl



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 and attach proof of such efforts for review. 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: Robert G. Krug Phone contact: 630-257-5600

Position: President Email address: estimating@k-five.net

Signature: [Redacted Signature] Date: October 6, 2020





DBE FORM 2023

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

Project name: Systemwide Pavement Repairs

Project number: RR-20-4545

Bidder name: K-Five Construction Corporation Contact person: Dave Schmoe

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: Robert G. Krug **Phone contact:** 630-257-5600

Position: President **E-mail address:** estimating@k-five.net

Signature: _____ **Date:** October 6, 2020



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 to contractcompliance@getipass.com 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. REQUIRED PAYROLL REPORTING INTO THE LCPTRACKER SYSTEM

All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The required EEO work hours for women and minorities will be calculated based on payroll reports entered into the LCPTracker system by the contractors and their subcontractors. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.

The party preparing the report must sign and submit/certify it electronically. Weekly payroll reporting will replace the EEO Form 0003, Workforce Analysis, submittal process. Failure to submit weekly payrolls through the LCPTracker system will cause a delay in the payment of the contractor's pay estimates. It is the responsibility of the prime contractors and subcontractors to make sure that the right ethnicity and job classification are entered/selected for each of their employees when reporting payrolls in LCPTracker.

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 Illinois State Toll Highway Authority, Contract Compliance Team, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: contractcompliance@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 Contract Compliance 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 Contract Compliance 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.

EEO 1256 FORM INSTRUCTION

Item	Instructions
1 Job titles	List the Job classifications/titles that are needed to complete the scope of work-including the entire workforce for the prime and any subcontractors. This includes all diverse and non-diverse employee job classifications/titles.
2 Number of Hours required to complete job for each title	List how many labor hours are needed to complete the scope of work for each classification/title.
3 Number of positions in the job title to complete the job	List how many employees are needed to complete the scope of work for each job title.
4 Number currently employed in the job title	List how many employees are currently employed at each job title/position.
5 Number from column 4, that are minorities?	List the number of minority hires from #4 your firm currently has for each position/job title.
6 Number from column 4, that are Female?	List the number of female hires from #4 your firm currently has for each position/job title
7 Number of positions needed to be hired? (column 3-4) Automatic Calculation	Calculation of the difference between #3 and #4 above; or how many of the positions specified in #3 are currently open/vacant that the contractor will commit to.
8 How many apprentices will be hired for each job title?	List the number of apprentice hires your firm will commit to for each position. Note - apprentices are only bona fide apprentices currently in a training program certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the apprentice was employed at the construction site.
9 How many Journeymen will be hired?	List the number of journeymen hires your firm will commit to for each position. Note - certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the journeymen spends employed at the construction site.
10 How many trainees will be hired?	List the number of trainee hires your firm will commit to for each position. Hours credited towards the EEO Program are only those hours the journeymen spends employed at the construction site.
11 How many minority and female hires from the	How many minority and female workers will be hired in each position/title to meet the required goal. This number should total column #7 for each position /title
12 Anticipated hire dates for titles	List the anticipated hiring date for the minorities, women, apprentices and journeymen hires for each position/title committed to.

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 to contractcompliance@getipass.com to request for approval. 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 Contract Compliance 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 partial and final waivers of lien via B2GNow, 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.

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at <https://iltollway.diversitysoftware.com/>.

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: 10/6/2020
 To: Contact Name: Dave Schmo
 Contractor Company Name: None
 From: Tamela Reed-McClinton
 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:	10/6/2020	Revision #	0
Contract #	RR-20-4545	Established VOSB Goal:	3.00 %		
Contract Description:	Systemwide Pavement Repairs - Concrete Repairs - Systemwide; Asphalt Repairs - Tri-State Tollway (I-294) between Plaza 35 and Balmoral Avenue Mile Post 29.9 to Mile Post 39.8				

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		\$2,401,789.06							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
5366 Logistics Corp	SB	VOSB	Trucking	\$72,500.00	\$72,500.00	3.01 %	CMS	M	Caucasian
Total # of subcontracts: 1				TOTAL	\$72,500.00	3.01 %			
Total # of subcontractors: 1				Total %	3.01 %	3.01 %			

CONTRACT # RR-20-4545 VOSB FIRM NAME: 5366 Logistics Corp
 CIRCLE ALL THAT APPLY: VOSB SD/VOSB

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 contractcompliance@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)
J1440354	HAUL ASPHALT MATERIALS	1/LS	72,500.00	72,500.00		72,500.00
TOTALS FOR THIS VOSB FIRM:				72,500.00		72,500.00

*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #5671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment 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 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 10 business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Signature for Prime Contractor: EST Title: VP of Operations Date: October 5, 2020
 Signature for VOSB Contractor: DAVE SCHMOE Title: VP of Operations Date: October 5, 2020
 Contact: V-FIVE Firm Name: 5366 Logistics corp.
 E-mail: dave@v-five.net E-mail: Jcantore@5366logistics.com
 Phone: 630-257-5600 Phone: 815-701-6617
 Address: 999 DAKIN PLAZA Dr. Westmont, IL. Address: 4501 US Route 12 Richmond, IL. 60071

ISTHA_VOSB Form 2025_TEMPLAT_04/2025 CONTRACT #

Business & Contact Information

BUSINESS NAME	5366 Logistics Corp	
OWNER	MR. DANIEL BITTON	
ADDRESS	4501 US Route 12 Richmond, IL 60071	Map This Address
PHONE	815-581-3203	
FAX	847-739-7208	
EMAIL	dbitton@5366logistics.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	VBE - Veteran Business Enterprise
CERTIFICATION DATE	6/24/2020
RENEWAL DATE	6/15/2021
EXPIRATION DATE	6/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 238110 - Concrete Work (except paving) NAICS 236220 - Construction Management, Commercial and Institutional Building Construction NAICS 238910 - Dirt Moving For Construction NAICS 484110 - General Freight Trucking, Local NAICS 484220 - Dump Trucking NAICS 484122 - Trucking, General Freight, Long-Distance, Less-Than-Truckload NAICS 562119 - Waste (except solid and hazardous) Hauling, Local NAICS 484121 - Trucking, General Freight, Long Distance, Truckload

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 238110	Concrete repair

NAICS 238910	Dirt moving for construction
NAICS 484110	General freight trucking, local
NAICS 484121	Trucking, general freight, long-distance, truckload (TL)
NAICS 484122	Trucking, general freight, long-distance, less-than-truckload (LTL)
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)
NAICS 562119	Waste (except solid and hazardous) hauling, local

Additional Information



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

August 22, 2017
In Reply Refer To: **00VE**

Mr. Daniel A Bitton
5366 Logistics Corp
DUNS: 080469134
3317 Cardington Way
Johnsburg, IL 60051

Dear Mr. Bitton:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that 5366 Logistics Corp has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. 5366 Logistics Corp will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm 5366 Logistics Corp's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile....

To promote 5366 Logistics Corp's verified status, you may ...download the logo for use on marketing materials and business cards...

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



Sincerely,



Thomas J. McGrath
Director
Center for Verification and Evaluation



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

August 22, 2017
In Reply Refer To: **00VE**

Mr. Daniel A Bitton
5366 Logistics Corp
DUNS: 080469134
3317 Cardington Way
Johnsburg, IL 60051

Dear Mr. Bitton:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that 5366 Logistics Corp has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <http://www.vip.vetbiz.gov>. 5366 Logistics Corp will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm 5366 Logistics Corp's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote 5366 Logistics Corp's verified status, you may use the following link to download the logo for use on marketing materials and business cards: http://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that 5366 Logistics Corp is correctly listed in the Vendor Information Pages, check 5366 Logistics Corp's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that 5366 Logistics Corp is presently, as of the issuance of this notice, in compliance with the regulation, 5366 Logistics Corp must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in 5366 Logistics Corp being removed from the VIP Verification Program.

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2.

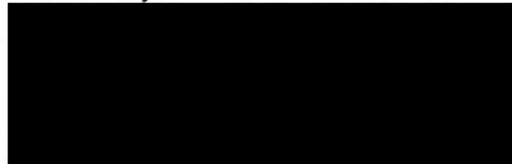
Mr. Daniel A Bitton

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to 5366 Logistics Corp's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If 5366 Logistics Corp receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time 5366 Logistics Corp discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in 5366 Logistics Corp being removed from the VIP Verification Program.

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

Sincerely,



Thomas J. McGrath
Director
Center for Verification and Evaluation



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.

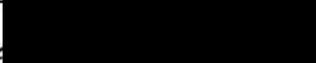


- Made efforts to assist interested VOSBs/SDVOSBs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Made efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related 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: Robert G. Krug Phone contact: 630-257-5600

Position: President E-mail address: estimating@k-five.net

Signature:  Date: October 6, 2020





VOSB FORM 2023

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

Project name: # 4545 Systemwide Port Repairs Project number: 4545

Bidder name: K Five Construction Corp Contact person: Dave Schaefer

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 affirming accuracy of Good Faith Efforts and Tollway to provide above information

Print Name: Robert Sakay Phone contact: 630-757-5600

Position: President E-mail address: Estimating@k-five.net

Signature:  Date: 10-6-20



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-20-4545

CONTRACTOR/CONSULTANT NAME: K-Five Construction Corporation

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>). (v) All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.
- 1.4 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 Invoicing: By submitting an invoice, vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

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

23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

23.1 Vendor shall immediately notify the State of any event that may have a material impact on vendor's ability to perform the contract.

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

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

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

25.1.1 Agents and Employees:

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

25.1.2 Publicity:

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

25.1.3 Third Party Beneficiaries:

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

25.1.4 Successors In Interest:

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

25.1.5 Venue:

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at

B2Gnow is the Tollway monitoring system and can be found at: <https://itollway.diversitysoftware.com>

(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

K-Five Construction Coes 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.

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

Agreed: K-Five Construction Corporation	Agreed:
By: Robert G. Krug	By:
Signed: _____	Signed:
Position: President	Position:
Date: 10/6/2020	Date:





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

Date: 10-6-20 Project Number: 4545

Project Name: Systemwide Pavement Repairs.

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.

Contractor/Consultant: K-Five Construction Corp

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: estimating@kfive.net

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant</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>
Tough Cuts Con	[REDACTED]	Frankfort, IL	Saw + Seal	88,015.00
Work Zone Safety	[REDACTED]	Crest Hill, IL	Traffic	117,650.00
Maint. Ctg	[REDACTED]	ELGAN, IL	Traffic/Stripe	280,930.50
MBM Safety	[REDACTED]	Chicago, IL	Flagging	31,000.00

See attached

Signature: [REDACTED]

Date: 10-6-20

Printed Name: G. King



Subcontractor	Sub FEIN	Address	General Type of Work	Anticipated Amt. of Contract
Truck King	[REDACTED]	4600 W. 48th St., Chicago	Trucking	\$50,000.00
Walls Trucking	[REDACTED]	3606 N. Luna, Chicago	Trucking	\$50,000.00
Gayton Enterprises	[REDACTED]	PO Box 7277, Algonquin	Trucking	\$31,000.00
5366 Logisitcs	[REDACTED]	4501 US Rt. 12, Richmond	Trucking	\$72,500.00



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	51138449
Entity Name	K-FIVE CONSTRUCTION CORPORATION
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Wednesday, 13 April 1977
State ILLINOIS
Duration Date PERPETUAL

Agent Information

Name ROBERT G KRUG
Address 999 OAKMONT PLAZA DR STE 200 WESTMONT , IL 60559
Change Date Wednesday, 2 May 2018

Annual Report
Filing Date Tuesday, 28 April 2020
For Year 2020

Officers
President Name & Address ROBERT G KRUG 1260 HIDDEN COURT WHEATON IL 60189
Secretary Name & Address ROBERT W KRUG 7537 RIDGEWOOD LANE BURR RIDGE 60527

[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.

Thu Oct 22 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:47 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:43 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:46 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:41 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:42 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:44 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

15:36 10/22/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/22/20 AT 15:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:00 11/16/20

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 11/16/20 AT 13:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract # RR-20-4545 Today's Date 10/6/2020

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

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

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

K-Five Construction Corporation
Contractor

Robert G. Krug, President
Name/Title of Authorized Representative

Signature of Authorized Representative



Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: **Robert G. Krug**

Business Name: **K-Five Construction Corporation**

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

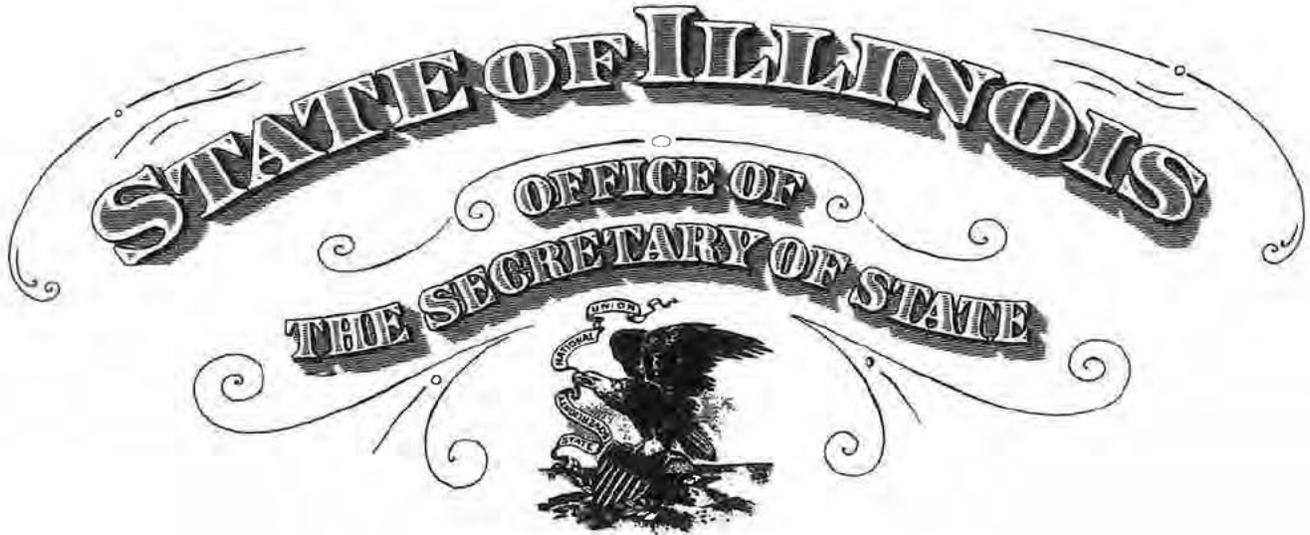
Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input 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 type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |



Signature of Authorized Representative: [REDACTED]

Date: **October 6, 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

K-FIVE CONSTRUCTION CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 13, 1977, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1407000690

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

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of MARCH A.D. 2014 .*

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12450

K-Five Construction Corporation

999 Oakmont Plaza Dr, Suite 200

Westmont IL 60559

Information for this business last updated on:

Monday, February 19, 2018

Certificate produced on Monday, February 19, 2018 at 4:10 PM



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: **B-17231**

Procurement/Contract #: **RR-20-4545**

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-0423610**

IPG Expiration Date: **10/20/2021**

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

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

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 #
See attached				

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: **K-Five Construction Corporation**

Phone: **630-257-5600**

Street Address: **999 Oakmont Plaza Dr., Ste. 200**

Email: **estimating@k-five.net**

City, State, Zip: **Westmont, IL 60559**

Vendor Contact: **Joe Bodzioch**

Signature: _____

Date: **10/6/2020**

Printed Name: **Robert G. Krug**

Title: **President**



Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
City of Chicago	City of Chicago	ASP Overlay and Patch at O'Hare and Midway	Active	18,487,391.87	26753
City of Chicago	City of Chicago	Midway Runway 13C-31C	Open	31,436,110.13	14004
Chicago Heights Const Co	CMS	Chicago Hts Gov State Univ Campus	Open	888,522.45	14033
City of Chicago	City of Chicago	Chicago Midway 4R-22L Rehab	Open	18,448,763.25	41944
K-Five/Plote JV	City of Chicago	K-Five/Plote Ohare 10L-28 Rehab	Open	7,382,334.27	43325
II Dept of Transportation	IDOT	IDOT 222 61C10 Church Road	Open	1,510,000.59	61C10
Acura Inc.	IDOT	Acura IDOT 60X77 I 290 I-90/94 Racine Ramp	Open	605,234.18	60X77
II Dept of Transportation	IDOT	IDOT 62C19 IL 43 Harlem Avenue	Open	2,281,834.11	62C19
Pan Oceanic Engineering	City of Chicago	PanOceanic Chicago Sewer Various St	Open	658,000.19	P-2017-10
Walsh Construction	City of Chicago	Walsh O'Hare Txy Z/J Tank Farm Road	Open	3,370,096.30	217052
F.H. Paschen, S.N. Nielsen	City of Chicago	FH Paschen O'Hare Rwy 9C-27C Phase I	Open	11,455,557.70	57353
II Dept of Transportation	IDOT	IDOT 60Y88 Archer & IL 83	Open	1,459,184.16	60Y88
City of Chicago	City of Chicago	Chicago Far South Arterial Routes	Open	7,784,972.63	B-3-505
Reyes Group Limited	MWRDGC	Reyes McCook Reservoir	Open	1,163,712.47	W912P6-15-R-0007
Lindahl	City of Chicago	O'Hare Employee Parking Lot	Open	3,772,107.30	643243
Pete's Fresh Market					
Oak Park	Oak Park	2018 Street Resurfacing	Open	1,482,622.07	18-15
Judlau	IDOT	Weber Road & I-55	Open	3,318,991.89	60X10
ISTHA	ISTHA	I 355 IL 56 to I-55	Open	49,473,152.88	RR-16-4255
II Dept of Transportation	IDOT	IDOT 62F63 107th Street	Open	1,487,682.66	62F63
II Dept of Transportation	IDOT	IDOT 61E51 Custer Ave	Open	1,624,936.82	6.1E+52
II Dept of Transportation	IDOT	IDOT 61E62 York Street	Open	666,666.66	6.1E+63
Walsh Construction	City of Chicago	Walsh O'Hare Txy Z/J Tan	Open	2,026,324.08	564489
ISTHA	ISTHA	ISHTA 4312 I 88 Rt 59 Was	Open	3,303,850.19	RR-17-4312
ISTHA	ISTHA	ISHTA 4388 I 294 Toll Pla	Open	4,583,567.67	I-18-4388
ISTHA	ISTHA	ISHTA 4401 I 294 REPAIRS	Open	1,062,166.79	RR-18-4401
II Dept of Transportation	IDOT	IDOT 62D16 IL 38	Open	4,186,351.99	62D16
II Dept of Transportation	IDOT	IDOT 62D64 Roosevelt Rd	Open	2,888,000.00	62D64
II Dept of Transportation	IDOT	IDOT 62F58 LaGrange Road	Open	5,720,330.36	62F58
II Dept of Transportation	IDOT	IDOT 61E46 135th Robbins	Open	1,597,990.00	61E46
II Dept of Transportation	IDOT	IDOT 61E80 Benedictine Pk	Open	717,469.00	61E80
Village of Oak Park	Village of Oak Park	Oak Park	Open	6,250,000.00	19-12
Reliable	City of Chicago	Reliable Chicago Sewer No	Open	418,561.75	-
Pan-Oceanic	City of Chicago	Pan Oceanic Bessie Colem	Open	103,473.10	18BJ010
II Dept of Transportation	IDOT	IDOT 61F38 York Road	Open	1,878,874.58	61F38
ISTHA	ISTHA	I-294 Central	Open	32,693.90	RR-18-4441
II Dept of Transportation	IDOT	IL 56 Naperville Rd. to IL 53	Open	3,038,711.70	60P68
II Dept of Transportation	IDOT	US 20 (Lake St) Summerfield Dr. to I-355	Open	3,428,345.16	62G64
II Dept of Transportation	IDOT	Brainard Ave. Path	Active	964,375.45	61F60
II Dept of Transportation	IDOT	IDOT 166 - Kings Blvd.	Active	7,485,866.22	61F40
ISTHA	ISTHA	I-88 Connector	Open	2,168,007.01	RR-13-4117R
FH Paschen	ISTHA	4430 - Mile Long bridge	Active	4,927,024.54	I-18-4430
II Dept of Transportation	IDOT	IDOT 6 IL 56 I 355 to 22nd Lombard Oak Brook Downers	Open	4,278,639.53	60V17
II Dept of Transportation	IDOT	IDOT 8 IL 53 I 88 to 59th Lisle	Open	2,942,253.99	62G23

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
Il Dept of Transportation	IDOT	IDOT 133 Riverside Dr Harlem to Cermak Berwyn	Open	1,813,626.00	61F01
Il Dept of Transportation	IDOT	IDOT 135 Blachard St & President St Wheaton	Open	922,751.00	61F50
Alliance	IDOT	IDOT 136 Diehl Rd Davis Pkwy to Winfield Rd Warrenville	Open	117,392.00	61F52
Hometowne	IDOT	IDOT 138 75th St & Naper Blvd Naperville	Active	74,997.00	61F66
IDOT	IDOT	IDOT 168 Rodeo Dr at Kings Rd Bolingbrook	Active	2,914,615.76	61F64
Paschen	City of Chicago	O'Hare Runway 9R-27L Extension	Open	6,051,084.04	
Chicago Skyway	Skyway Concessions	Various Chicago Skyway Construction Works	Open	760,954.01	SCC 2019-02
Judlau	ISTHA	I 294 Retaining Wall	Open	1,458,657.24	I-18-4446
ISTHA	ISTHA	4470 - I 294 I 390 Intermittent Pavement Repair	Open	2,146,432.15	4470
Burke LLC	Oak Brook	Salt Dome Storage Facility Oak Brook	Open	129,475.00	
IDOT	IDOT	IDOT 72 Nerge Rd Mitchell Trail to Devon Ave Elk Grove Village	Active	1,255,255.00	61G04
O'Hare	CDA-TPAP	Taxiway K4	Active	14,477,000.00	
Dupage County	Dupage County	Various Streets North Region	Active	3,772,815.73	20-PVMTTC-13-GM
Dupage County	Dupage County	Various Streets South Region	Active	4,438,723.23	20-PVMTTC-14-GM
IDOT	IDOT	IDOT 11 83rd Street IL 53 to Janes Woodridge	Active	896,777.00	61G37
IDOT	IDOT	IDOT 23 104th Ave Archer to 107th Willow Springs	Active	1,026,000.00	62J85
IDOT	IDOT	IDOT 120 Woodward Ave 75th to Village Limits	Active	981,869.60	61G27
Woodridge	Woodridge	MFT Street Resurfacing	Active	1,425,222.98	
ISTHA 4506	ISTHA	Tri State Tollway (I-294) Shoulders	Active	2,365,983.20	I-19-4506
Cook County Roberts Road	Cook County Highway Dept.	Roberts Rd. Valley Dr. to 87th Street	Pending	6,325,000.00	
O'Hare	AECOM Hunt/Clayco	Runway 4R-22L Rehabilitation	Active	5,672,675.00	H6125.19-00
IDOT 21	IDOT	I-55 Bridge Deck Repairs & Shoulder Reconstruction	Active	3,075,389.00	62K50
IDOT 102	IDOT	I-57, Dixon, IL	Active	139,642.80	62K21
Lemont	Village of Lemont	I & M Canal Parking Lot, Lemont	Active	604,315.20	
O'Hare	Turner Paschen Aviation Partners	TPAP- TP-12 Taxiway A & B Relocation	Active	13,105,000.00	
Naperville	City of Naperville	2020 Street Resurfacing	Active	3,023,090.50	
Oak Lawn	Village of Oak Lawn	2020 Street Program	Active	2,726,962.49	
IDOT	IDOT 10	IL 43 (Harlem Ave.) at Archer Ave.	Active	1,287,974.16	62F90
IDOT	IDOT 115	Joliet Road at 55th Street	Active	2,108,300.00	60X71
IDOT	IDOT 143	IL 83 Kingery Highway	Active	1,074,369.33	62F20
IDOT	IDOT 144	Michigan Ave., South Chicago Hyde Park	Active	4,658,001.62	62J89
IDOT	IDOT 167	171st Ave. at Roosevelt Road	Active	1,462,097.78	62A38
IDOT	IDOT 200	FAI-57 from Halsted to I80	Active	2,539,731.25	62K92
IDOT	IDOT 1A	Clow International Airport	Pending	426,558.84	BO005
Glendale Heights	Village of Glendale Heights	Gregory Ave. & Somerset Dr.	Active	1,002,832.45	
Walsh	I 294 Ramp	I 294 Ramp	Pending		
Walsh	ISTHA	Mile Long Bridge	Pending	3,844,293.00	
F H Paschen	ISTHA	4517	Pending		
F H Paschen	ISTHA	4519	Pending		
Village of Summit	Village of Summit	2020 Street Resurfacing Various Streets	Active	1,316,984.73	
Village of Woodridge	Village of Woodridge	IL Route 53 Patches Woodridge	Active	20,850.00	
Village of Dolton	Village of Dolton	CDBG Street Resurfacing	Active	279,474.25	1906-00
Bremen Township	Bremen Township	143rd Street	Pending	114,482.70	
Naperville Township	Naperville Township	87th Street	Pending	438,969.11	

Vendor Registration: View

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

K-FIVE CONSTRUCTIONSystem Vendor Number: **20081350**

[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	10/10/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0423610
REVIEWER	Maribeth Christmon
DATE REVIEWED	10/20/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	10/20/2021
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	K-FIVE CONSTRUCTION
CONTACT FOR THIS SUBMISSION	Mark Sniegowski (change contact)
PRIMARY CONTACT EMAIL	marks@k-five.net
PHONE	630-257-5600
FAX	630-257-6788
COMPANY EMAIL	jenniferk@k-five.net
TAX ID NUMBER	XXXXXXXXXX
COMPANY TYPE	Corporation
ADDRESS	999 Oakmont Plaza Drive, Suite 200 WESTMONT, IL 60559 [edit address]

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Forms

View	Form Name	Flagged
View	A - B. Business Information & Additional Information	
View	C. Small Business Set-Aside Program	
View	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
View	F - G. Certifications & Board of Elections	
View	H. Iran Disclosure	
View	I. Financial Disclosure & Conflicts of Interest	

NIGP Codes

NIGP 745	Road and Highway Building Materials (Asphaltic)
NIGP 750	Road and Highway Building Materials (Not Asphaltic)
NIGP 755	ROAD AND HIGHWAY ASPHALT AND CONCRETE HANDLING AND PROCESSING EQUIPMENT
NIGP 760	Road and Highway Equipment: Earth Handling, Grading, Moving, Packing, etc.
NIGP 765	ROAD AND HIGHWAY EQUIPMENT (EXCEPT EQUIPMENT IN CLASSES 755 AND 760)
NIGP 912	CONSTRUCTION SERVICES, GENERAL (INCL, MAINTENANCE AND REPAIR SERVICES)
NIGP 913	CONSTRUCTION SERVICES, HEAVY (INCL, MAINTENANCE AND REPAIR SERVICES)
NIGP 914	Construction Services, Trade (New Construction)

Additional Information

STAFF
ATTACHED
FILE(S)

[Attach File](#)

Document	Status
  K-FIVE CONSTRUCTION 10.20.2020 IPG Application Review Sheet.pdf Filename: K-FIVE_CONSTRUCTION_10.20.2020_IPG_Application_Review_Sheet_20201020102448_4739.pdf	PDF, 0.92 MB Edit Info Delete Attached by Maribeth Christmon

on
10/20/2020

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

Signature

SIGNATURE	Mark A. Sniegowski
TITLE	VP CFO
ORGANIZATION	K-FIVE CONSTRUCTION
DATE	10/10/2020
IP NUMBER	73.75.246.23
TOKEN	3580E0BC067D8D7F0CB1F030CEA112EA999C8A67474AC9EC90...

[Customer Support](#)

Copyright © 2020 B2Gnow. All rights reserved.

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

Vendor Registration: View Form

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

K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	10/10/2020
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime & Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Robert G. Krug	
3. ANNUAL SALES/GROSS RECEIPTS	183828200	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	04/13/1977	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	MARK SNIEGOWSKI	
CONTACT PERSON TITLE	VICE PRESIDENT & CHIEF FINANCIAL OFFICER	
CONTACT PERSON PHONE	630-257-5600	
CONTACT PERSON EMAIL	MARKS@K-FIVE.NET	

B. Additional Information

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

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

Copyright © 2020 B2Gnow. All rights reserved.

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

Vendor Registration: View Form

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

K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	10/10/2020
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
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).

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

Copyright © 2020 B2Gnow. All rights reserved.

Vendor Registration: View Form

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

K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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

Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	10/10/2020
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
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	321	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 95616-00 02/14/2024	

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)

[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](#)

K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	10/10/2020
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
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)?



Yes, I certify my business is registered with BOE.

12450

Additional Information

STAFF ATTACHED FILE(S)

Attach File

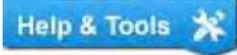
[Refresh List](#) after attaching file(s).

[Customer Support](#)

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

Copyright © 2020 B2Gnow. All rights reserved.

Vendor Registration: View Form



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

K-FIVE CONSTRUCTION System Vendor Number: **20081350**

[Return to Main Form](#)

[View Clean Form in PDF](#)

Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	10/10/2020
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
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).

Vendor Registration: View Form

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

K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	10/10/2020
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
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? 

Yes

Document	Status
Parent Form   KFAM financial disclosures 10 20.pdf (PDF, 4.79 MB)	Attached by Mark Sniegowski on 10/10/2020

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.   Percent ownership KFAM 10 20.pdf (PDF, 580.12 KB)	Attached by Mark Sniegowski on 10/10/2020

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)?

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

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

No

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

No

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

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

Copyright © 2020 B2Gnow. All rights reserved.

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

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are **seven** steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	K-Five Construction Corporation
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	K-FAM Limited Liability Company
Disclosing Entity's Parent Entity	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

STEP 2 – DISCLOSURE OF FINANCIAL INTERESTS

TABLE – X

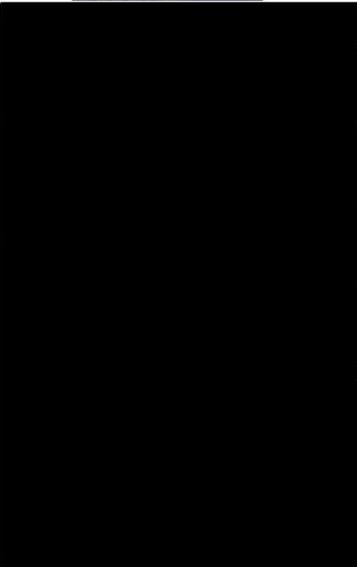
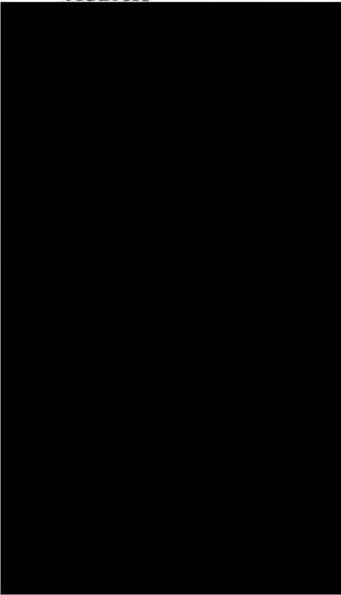
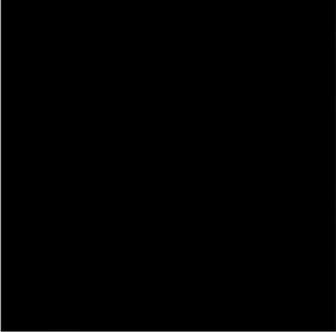
<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>	<u>\$ Value of Ownership</u>
Robert G. Krug Trust		18.4478%	
George B. Krug, Jr. Dynasty Trust		10.0076%	
Kay Ellen Tippen Krug Dynasty Trust		10.8190%	
Family K LLC		11.2868%	
Future K LLC		49.0207%	
Jennifer A. Krug Living Trust (Jennifer K. McNaughton, Trustee)			

TABLE – Y

<u>Name</u>	<u>Address</u>	<u>Percentage of Distributive Income</u>	<u>\$ Value of Distributive Income</u>
Robert G. Krug Trust		18.4478%	
George B. Krug, Jr. Dynasty Trust		10.0076%	
Kay Ellen Tippen Krug Dynasty Trust		10.8190%	
Family K LLC		11.2868%	
Future K LLC		49.0207%	
Jennifer A. Krug Living Trust (Jennifer K. McNaughton, Trustee)			

Note:

<u>Family K LLC ownership</u>			
Robert G. Krug Trust		50.0000%	
Jennifer A. Krug Living Trust (Jennifer K. McNaughton, Trustee)		50.0000%	
<u>Future K LLC ownership</u>			
Robert G. Krug Trust		82.6088%	
Jennifer A. Krug Living Trust (Jennifer K. McNaughton, Trustee)		17.3912%	

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 4

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

[Click here to enter text.](#)

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Responses are applicable to all entities shown in Step 2 tables X and Y and the disclosing entity.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

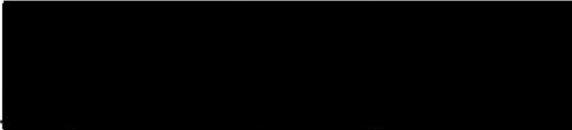
If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: K-FAM Limited Liability Company

Signature:



Date: 10/09/2020

Printed Name: Mark A. Sniegowski

Title: Vice President & Chief Financial Officer

Phone Number: (630) 257-5600

Email Address: marks@k-five.net

ILLINOIS PROCUREMENT GATEWAY PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM

Vendor Name: K-FIVE CONSTRUCTION CORPORATION

DBA: [Click here to enter text.](#)

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
K-FAM LIMITED LIABILITY COMPANY	13769 MAIN STREET LEMONT, IL 60439	100%	Click here to enter text.	100%	Click here to enter text.
Click here to enter text.					
Click here to enter text.					
Click here to enter text.					
Click here to enter text.					



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 3069

K-Five Construction Corporation
999 Oakmont Plaza Drive Suite 200 WESTMONT, IL 60559

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

001	EARTHWORK	\$7,075,000
002	PCC PAVING	\$20,900,000
003	HMA PLANT MIX	Unlimited
017	CONCRETE CONSTRUCTION	\$40,450,000
031	PAVT. TEXTUR. & SURF. REM.	\$2,125,000
032	COLD MILL, PLAN. & ROTOMILL	\$8,725,000
08A	AGGREGATE BASES & SURF. (A)	\$5,600,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/7/2020 TO 6/30/2021 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 7/8/2020.



Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-20-4545

(USE INK ONLY)

This agreement, authorized by the Board of Directors to be entered into in duplicate this 19 day of November , 2020 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and K-Five Construction Corporation.

- * 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 Westmont, 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-20-4545

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 **May 12, 2022**, 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 **May 12, 2024**.

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.

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-20-4545

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-20-4545
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 **K-Five Construction Corporation** at:

999 Oakmont Plaza Drive, Suite 200

Westmont, Illinois 60439

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 herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.*

Agreed By:

[Redacted Signature]

11/4/2020

President

Date

Printed Name as Signed Above

Robert G. Krug

ATTEST:

[Redacted Signature]

Secretary

Printed Name as Signed Above

Robert W. Krug



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

[Redacted Signature]

12/14/2020

Willard S. Evans Jr., Chairman/CEO

Date

APPROVED:

[Redacted Signature]

12/14/2020

Jose Alvarez, Executive Director

Date

APPROVED:

[Redacted Signature]

12/14/2020

Cathy R. Williams, Chief Financial Officer

Date

APPROVED:

[Redacted Signature]

12/11/2020

Kathleen Pasulka-Brown, General Counsel

Date

Approved as to Form and Constitutionality

[Redacted Signature]

12/11/2020

Attorney General, State of Illinois

Date



SECRET

SECRET

SECRET

SECRET
CONFIDENTIAL

SECRET
CONFIDENTIAL

SECRET
CONFIDENTIAL

CORPORATION SIGNATURE FORM

At a meeting on November 4, 2020, the Board of Directors
of K-Five Construction Corp. adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Robert G. Krug, Keri Vester, Patrick Burke
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

K-Five Construction Corp.
(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-20-4545.”

I, Robert W. Krug, Secretary of the aforesaid corporation,
do hereby certify that the foregoing is a true and correct copy of a Resolution
adopted as above.

(Corporate



11/4/2020
Date

[Redacted Signature]

Secretary

Illinois Sales Tax Exemption Certificate

IL STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVE
DOWNERS GROVE IL 60515-1703**Sales Tax Exemption Certificate****Issue date:**

02/10/2020

Expiration date:

03/01/2025

Sales Tax Exemption**Organization type:****Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-20-4545

PERFORMANCE BOND

Bond No. 30104263

KNOW ALL PERSONS BY THESE PRESENTS, That we, K-Five Construction Corporation,
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Continental Casualty Company
(Name of Surety)

a corporation organized and existing under the laws of the State of Illinois with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Four million ninety-six thousand seven hundred eighty-nine dollars and six cents (\$4,096,789.06), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as Contract RR-20-4545 Systemwide Pavement Repairs, Concrete Repairs; Systemwide, Asphalt Repairs: Tri-State Tollway (I-294) between MP 29.9 (Plaza 35) and 39.8 (Balmoral Ave)
(Insert Contract Number and Description)

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 2nd day of November, 2020.

Surety Continental Casualty Company

Principal K-Five Construction Corporation

Address 151 N. Franklin St.

Address 999 W. Oakmont Plaza Dr.

Chicago, IL 60606

Westmont, IL 60559

By [Redacted]
(Seal) Kimberly R. Holmes, Attorney in Fact

By [Redacted]
(Signature)
Robert G. Krug, President
(Name & Title)



Agent for
Surety Brown & Brown of Illinois

Attest [Redacted]
Corporate Secretary, Robert W. Krug

Address 263 Shuman Blvd., Suite 110

Naperville, IL 60563

(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)

STATE OF ILLINOIS

COUNTY OF DuPage

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty 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 she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 2nd day of November A.D., 2020.

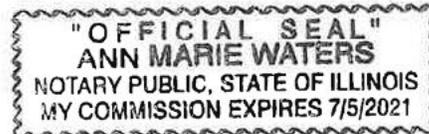


(Notary Public)

Ann Marie Waters

My Commission expires: 7/5/2021

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Richard A Freebourn Jr, Brent R Wagner, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 11th day of February, 2020.

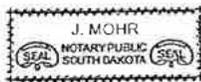


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 11th day of February, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 2nd day of November, 2020.



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

D. Johnson Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-20-4545

PAYMENT BOND

Bond No. 30104263

KNOW ALL PERSONS BY THESE PRESENTS, That we, K-Five Construction Corporation,
(Name of Principal)

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

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Continental Casualty Company
(Name of Surety)

a corporation organized and existing under the laws of the State of Illinois with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Four million ninety-six thousand seven hundred eighty-nine dollars and six cents (\$4,096,789.06), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as Contract RR-20-4545 Systemwide Pavement Repairs, Concrete Repairs; Systemwide, Asphalt Repairs: Tri-State Tollway (I-294) Between MP 29.9 (Plaza 35) and 39.8 (Balmoral Ave.)
(Insert Contract Number and Description)

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 2nd day of November, 2020.

Surety Continental Casualty Company

Principal K-Five Construction Corporation

Address 151 N. Franklin St.

Address 999 Oakmont Plaza Dr.,

Chicago, IL 60606

Westmont, IL 60559

By [Redacted]
(Seal) Kimberly R. Holmes, Attorney in Fact

By [Redacted]
(Signature)
Robert G. Krug, President
(Name & Title)



Agent for
Surety Brown & Brown of Illinois

Attest [Redacted]
Corporate Secretary, Robert W. Krug

Address 263 Shuman Blvd., Suite 110
Naperville, IL 60563

(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)

STATE OF ILLINOIS

COUNTY OF DuPage

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty 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 she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 2nd day of November A.D., 2020.



(Notary Public)
Ann Marie Waters
My Commission expires: 7/5/2021
Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Richard A Freebourn Jr, Brent R Wagner, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 11th day of February, 2020.



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

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 11th day of February, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 2nd day of November, 2020.



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

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



November 30, 2020

The Illinois State Toll Highway Authority
Risk Management Division
Attention: Mr. Frank Fratto
2700 Ogden Avenue Downers Grove IL 60515

RE: K-Five Construction Corp.
Contract # RR-20-4545 – Illinois State Toll Highway Authority
Systemwide Pavement Repairs
Tri-State Tollway (I-294) from Mile Post 29.9 (Plaza 35)
to Mile Post 39.8(Balmoral Ave.)

Dear Mr. Fratto:

All provisions of the accepted certificates of insurance and policy binders can be obtained. All endorsements indicated have been requested from the appropriate insurance carrier or are currently endorsed on the policies. HUB International agency is a binding agent for the insurance carriers providing coverage for the above referenced project.

Sincerely,



R. Lee McWethy
Executive Vice President

RLM/jeb



999 Oakmont Plaza Drive • Suite 200 • Westmont, IL 60559
(630) 257-5600 Fax (630) 257-6788
www.k-five.net

December 1, 2020

The Illinois State Toll Highway Authority
Risk Management Division
Attention: Mr. Frank Fratto
2700 Ogden Avenue
Downers Grove, IL 60515

RE: K-Five Construction Corp.
Contract # RR-20-4545 – Illinois State Toll Highway Authority
Systemwide Pavement Repairs
Tri-State Tollway (I-294) from Mile Post 29.9 (Plaza 35)
to Mile Post 39.8(Balmoral Ave.)

Dear Mr. Fratto:

Please accept this letter as confirmation that K-Five Construction Corp. warrants that Professional Liability insurance shall be maintained continuously for a period of not less than five years after completion of the above-noted project.

Sincerely,
K-FIVE CONSTRUCTION CORPORATION



Robert G. Krug
President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2020

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: Jo-Ann E. Billo, CISR, CRIS PHONE (A/C, No, Ext): 815-215-4712 FAX (A/C, No): 877-224-9706 E-MAIL ADDRESS: JoAnn.Billo@HUBinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	INSURER A : Allied World National Assurance Company NAIC # 10690	
	INSURER B : Hartford Fire Insurance Company 19682	
	INSURER C : Scottsdale Insurance Company 41297	
	INSURER D : Navigators Insurance Company 42307	
	INSURER E : Markel American Insurance Company 28932	
	INSURER F : Hartford Casualty Insurance Company 29424	

COVERAGES **CERTIFICATE NUMBER:** 1230408094 **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"/> XCU Incl/BFPD <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6004-0206	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y	Y	83UENQU2771	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$ 130,000 ACV
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	Y	Y	XLS0113189	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 *FOLLOWS FORM* \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WNQU2770	2/28/2020	2/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability (5x5)			HO20EXCZ01C6UIV	2/28/2020	2/28/2021	Each Occ/Aggregate \$5MM/\$5MM
E	Excess Liability (15x10)			MKLM4EUE100559	2/28/2020	2/28/2021	Each Occ/Aggregate \$15MM/\$15MM

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

Pollution - Policy #0310-5780 Carrier: Allied World Assurance Co.Inc.; Effective: 2/28/2020-2/28/2021; Each Loss/Aggregate Limit: \$2,000,000
 Professional - Policy #0310-5780 Carrier: Allied World Assurance Co.Inc.; Effective: 2/28/2020-2/28/2021; Each Loss/Aggregate Limit: \$5,000,000
 Claims Made - Retroactive Date: 11/11/2020; Coverage to continue for 5 years
 Project: ISTHA Contract RR-20-4545 - Systemwide Pavement Repairs: Tri-State Tollway(I-294) from Mile Post 29.9(Plaza 35) to Mile Post 39.8(Balmoral Avenue)

The following are included as additional insureds on the General Liability, Automobile Liability & Pollution Liability on a Primary & Non-contributory basis if required by written contract as respects operations performed by the Named Insured in connection with the above-noted project: continued...

CERTIFICATE HOLDER The Illinois State Toll Highway Authority Attention: Risk Management 2700 Ogden Avenue Downers Grove IL 60515	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. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Per attached CG2010 10/01 & CG2037 10/01 -The Illinois State Toll Highway Authority together with its officials, directors and employees , and;

Per attached CG2032 04/13- The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager

A Waiver of Subrogation applies when required by written contract and where applicable by law, in favor of those listed above on the General Liability, Automobile Liability, Pollution Liability and Workers Compensation for this specific project.

Umbrella follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

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

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:

Any Engineers, Architects or Surveyors Not Engaged by the insured whom you have agreed to include as an additional insured under a written contract or agreement 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.

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.

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

<p>Name of Person or Organization:</p> <p>The Illinois State Toll Highway Authority together with its officials, directors and employees. Any person or organization you have agreed to include as an additional insured under a written contract or written agreement provided that such was executed prior to an occurrence.</p>

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

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

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

2. Exclusions

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 site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>The Illinois State Toll Highway Authority together with its officials, directors and employees. Any person or organization you have agreed to include as an additional insured under a written contract or written agreement provided that such was executed prior to an occurrence.</p>
<p>Location And Description of Completed Operations:</p>
<p>Additional Premium:</p> <p>Included</p>

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

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

and certified to provide environmental services. We shall consult with you in conjunction with the selection of the **environmental professional**.

14. **Fungi** means any of numerous eukaryotic organisms of the kingdom Fungi, which lack chlorophyll and vascular tissue and range in form from a single cell to a body mass of branched filamentous hyphae that produce specialized fruiting bodies.
15. **Insured(s)** means:
- a. The **named insured**;
 - b. Any present or former partner, director, officer, manager, member or employee, including a **leased worker** and a **temporary worker**, of the **named insured** solely while acting on behalf of the **named insured**;
 - c. Any **insured** with regard to its participation in a legal entity including a joint venture, but solely for the **insured's** legal liability for its performance of **professional services** or **your work** under the respective legal entity or joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture, except as respects liability assumed by the **insured** for a **pollution incident**;
 - d. With regard to SECTION I - INSURING AGREEMENTS, 2. Contractors Pollution Liability only, any client of the **named insured** that the **named insured** has agreed by written contract to name as an additional **insured** on this policy, but only with respect to covered **damages** caused by **your work**;
 - e. Any entity which is specifically referenced as an **insured** by endorsement;
 - f. The estate, heirs, executors, administrators or legal representatives of an **insured** in the event of such **insured's** death, incapacity or bankruptcy but only to the extent such **insured** would otherwise be provided coverage under this policy;
 - g. Any entity newly formed or acquired by the **named insured** during the **policy period** in which the **named insured** has more than fifty percent (50%) legal or beneficial interest. However:
 - (1) Coverage will only be provided for **claims** arising out **professional services** or **your work** performed on or after the date of formation or acquisition; and
 - (2) This coverage will expire within ninety (90) days of such formation or acquisition or the end of the **policy period**, whichever is earlier, unless the **named insured** provides written details of such newly formed or acquired entity to us and pays the additional premium requested by us, if any.
16. **Insured contract** means that part of any written contract or written agreement under which the **named insured** assumes the tort liability of another party to pay compensatory damages for **bodily injury, property damage, environmental damage** or **emergency response expense**, to a third person or organization, provided that such written contract or written agreement is signed by the **named insured** prior to the **bodily injury, property damage, environmental damage** or **emergency response expense**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
17. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
18. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



- a. Subject to the Limits of Liability set forth in ITEM 3. and ITEM 4. of the Declarations, the Company is liable only for that portion of coverage provided under this policy in excess of the applicable Retention, if any. In the event multiple insuring agreements or coverage parts apply, only one Retention will apply which shall be the highest Retention amount of the applicable coverage parts. These respective Retentions shall be paid by the **named insured** and remain uninsured. We may pay any part or all of the Retention amount to effect settlement of any **claim** or suit, or to pay **clean-up costs** or **emergency clean-up costs** which may be covered under this policy, and upon notification of the action taken, you shall promptly reimburse us for such part of the Retention amount as has been paid by us.

SECTION V – CONDITIONS

1. **Audit and Inspection**

We will be permitted upon reasonable prior notice to audit, monitor and inspect on a continuing basis any of the **insured's** books and records at any time during the **policy period** and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy. We will also be permitted upon reasonable prior notice to inspect, sample and monitor on a continuing basis the **insured's** operations. Neither our right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon will constitute an undertaking, on behalf of us or others, to determine or warrant that operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.

We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any **insured** in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

2. **Subrogation**

In the event of any payment under this policy, we will be subrogated to all the **insured's** rights of recovery thereof and the **insured** will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **insured** will do nothing to waive or prejudice such rights. Any amounts recovered in excess of our total payment will be paid to the **insured**, less the cost to us of recovery. However, it is agreed that we waive our rights of subrogation under this policy against clients of the **named insured** to the extent the client's written contract with the **named insured** requires such a waiver of subrogation, but only:

- a. To the extent required by such contract; and
- b. When such contract has been executed prior to any event, work or professional services that would give rise to coverage under this policy.

3. **Changes**

Notices to any agent or knowledge possessed by any agent will not effect a waiver or a change in any part of this policy or prevent us from asserting any rights under the terms of this policy, nor will the terms of this policy be waived or changed, unless endorsed hereon by us.

4. **Assignment**

It is agreed that the insurance provided herein cannot be transferred or assigned to another party without the express written consent of us. Assignment of interest under this policy shall not bind us until our consent, which shall not be unreasonably withheld, is endorsed thereon.

ABCDEFGHIJ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83WNQU2770

Endorsement Number:

Effective Date: See Cert

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

K-Five Construction Corporation
999 Oakmont Plaza Drive
Westmont, IL 60559

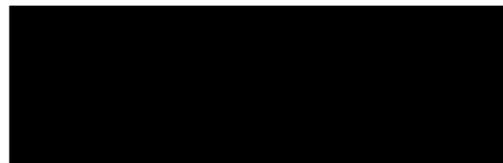
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

APPLICABLE WHEN REQUIRED BY WRITTEN CONTRACT.

Countersigned by _____



Authorized Representative



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/30/2020

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, Ltd. Columbian Agency 55 East Jackson Boulevard Suite 14th Floor Chicago, IL 60604	PHONE (A/C, No, Ext) (815) 485-4100	COMPANY Hanover Insurance Company	
FAX (A/C, No) (815) 485-2936	E-MAIL ADDRESS		
CODE	SUB CODE		
AGENCY CUSTOMER ID # K-FICON-01			
INSURED K-Five Construction Corp., Illinois State Toll Highway Authority & any & all Subcontractors 999 Oakmont Plaza Drive, Suite 200 Westmont, IL 60559	LOAN NUMBER	POLICY NUMBER IHCH42662100	
	EFFECTIVE DATE 1/1/2021	EXPIRATION DATE 5/31/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED			

PROPERTY INFORMATION

LOCATION/DESCRIPTION	Project #: RR-20-4545 Tri-State Tollway: I294 Mile Post 29.9 (Plaza 35) to Mile Post 39.8 (Balmoral Avenue)
----------------------	--

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	X
----------------	-------	-------	---------	---

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage/Project Specific:All Risk (Including Theft, Vandalism, Malicious Mischief)		
Limit - Job Site	\$4,100,000	\$5,000
Limit - Property in Transit	\$100,000	\$5,000
Limit - Property in Temporary Storage	\$100,000	\$5,000
Limit - Earth Movement-Each Occurrence/Aggregate	\$2,500,00	\$25,000
Limit - Soft Costs	\$125,000	

REMARKS (Including Special Conditions)

Special Conditions:
 Named Insured Includes: The Illinois State Toll Highway Authority, K-Five Construction Corp., and any and all subcontractors of every tier to the extent of their insurable interest in the work

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	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE	<input checked="" type="checkbox"/> Named Insured	
	LOAN #		
AUTHORIZED REPRESENTATIVE		[REDACTED]	
R Lee McWethy			