

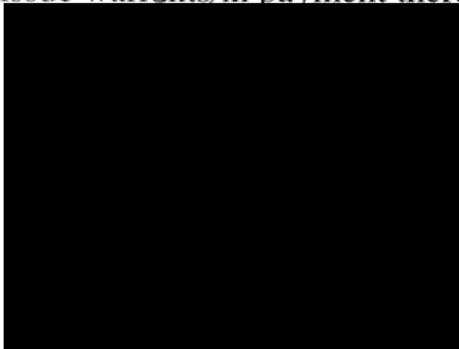
## RESOLUTION NO. 20876

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Job Order Contracting ("JOC") for General Construction Services. Pursuant to the Tollway's Invitation for Bids No. 15-0081, the Tollway has determined that F.H. Paschen, S.N. Nielsen & Associates LLC; Anchor Mechanical, Inc.; AGAE Contractors, Inc.; McDonagh Demolition, Inc.; Robe, Inc.; Conecta Group, Inc.; Speedy Gonzalez Landscaping, Inc.; Old Veteran Construction, Inc.; and Wight Construction Services, Inc. are the lowest responsible bidders for JOC for General Construction Services for an aggregate upper limit of compensation not to exceed \$50,000,000.00.

**Resolution**

The bids from F.H. Paschen, S.N. Nielsen & Associates LLC; Anchor Mechanical, Inc.; AGAE Contractors, Inc.; McDonagh Demolition, Inc.; Robe, Inc.; Conecta Group, Inc.; Speedy Gonzalez Landscaping, Inc.; Old Veteran Construction, Inc.; and Wight Construction Services, Inc. for the purchase of JOC for General Construction Services are accepted. Contract No. 15-0081 is approved in an aggregate amount not to exceed \$50,000,000.00 for a five-year initial term. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 

STATE OF ILLINOIS  
CONTRACT  
Illinois Tollway  
15-0081 JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES  
IPB Reference #22036427

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No (Bidder must submit FORMS A)

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)
9. JOB ORDER CONTRACTING SUPPLEMENTAL PROVISIONS
10. JOB ORDER CONTRACTING LICENSE AGREEMENT
11. SPECIAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

**STATE OF ILLINOIS  
CONTRACT**

Illinois Tollway

**15-0081 JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES**

IPB Reference #22036427

**VENDOR**

Vendor Name: <b>Old Veteran Construction, Inc.</b>	Address: <b>10942 S. Halsted St.</b>
Signature: [Redacted]	Phone: <b>773-821-9900</b>
Printed Name: <b>Jose Maldonado</b>	Fax: <b>773-821-9911</b>
Title: <b>President</b>	Email: <b>jose.m@ovcchicago.com</b>
Date: <b>10/23/2015</b>	

**STATE OF ILLINOIS**

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax : 630/505-9270
City, State ZIP: [Redacted]	
Official Signature: [Redacted]	Date: <b>2/16/16</b>
Printed Name: <b>Greg Bedalov</b>	
Official's Title: Executive Director	
Appr [Redacted] of Constitutionality	
Legal Signature: [Redacted]	Date: <b>2-11-2016</b>
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [Redacted]	Date: <b>2-11-16</b>
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief of Finance	
Legal Signature: [Redacted]	Date: <b>2/16/16</b>
Legal Printed Name: <b>David Goldberg</b>	
Legal's Title: General Counsel	
Procurement Signature: [Redacted]	Date: <b>2/16/16</b>
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

TOLLWAY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency IPB Reference # 15-92089 Project Title Job Order Contracting for General Construction Services

Contract # 15-0081 Procurement Method (IFB, RFP, Small, etc): IFB

IPB Ref. # 22036427 IPB Publication Date: Award Code: A

Subcontractor Utilization?  Yes  No Subcontractor Disclosure?  Yes  No

Funding Source Obligation #

Small Business Set-Aside?  Yes  No

Minority Owned Business?  Yes  No Percentage

Female-Owned Business?  Yes  No Percentage

Persons With Disabilities Owned Business?  Yes  No Percentage

Other Preferences?

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## 1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **GOAL:** The Illinois Tollway is dedicated to providing and promoting a safe and efficient system of toll supported highways while ensuring the highest possible level of service to our customers. The Illinois Tollway is looking for vendors who share that commitment and will help us meet that goal.

### 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

The Illinois Tollway is seeking a vendor to perform general construction work in accordance with the Job Order Contracting procurement system.

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different facilities, locations, and sites under the jurisdiction of the Illinois Tollway. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Contractor will bid three (3) Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks.

This Contract will be awarded to the lowest bid adjustment factor total, responsive, responsible Bidder(s).

Thereafter, as projects are identified the Contractor will jointly scope the work with the Owner (Illinois Tollway). The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

**Contractor License Fee:** The Tollway selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Tollway. *The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.*

1.3. **MILESTONES AND DELIVERABLES:** The Vendor must complete the Detailed Scope of Work for the Job Order Price and within the Job Order Completion Time.

- 1.4. **VENDOR / STAFF SPECIFICATIONS:** The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Tollway and shall have a cell phone at which he or she can be reached at all times.

The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Tollway of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Tollway, the Contractor is not providing a sufficient level of supervision, the Tollway may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Tollway. In the event the Tollway's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the Tollway \$200 per hour for such effort.

- 1.5. **TRANSPORTATION AND DELIVERY:** N/A

- 1.6. **SUBCONTRACTING**

Subcontractors are are are allowed.

- 1.6.1. Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code 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 State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.6.2. With the Job Order Proposal, the Vendor **will** identify subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.
- 1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.
- 1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.6.5. If at any time during the completion of a Job Order, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of a Job Order are done at the sole risk of the Vendor and subcontractor(s).

1.7. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

1.8. **VENDOR REQUIREMENTS FOR CONTRACT AWARD:**

1.8.1. The Vendor must be able to meet the bonding requirements set forth in this contract.

1.8.2. The Vendor must be able to meet the insurance requirements set for in this contract.

1.8.3. The Vendor must have an EMR of less than 1.0 or an adequate justification of why the EMR is greater than 1.0.

1.8.4. The Vendor must meet the comparable construction requirements set forth in this contract.

1.8.5. The Vendor must have, in the sole opinion of the Owner, positive references.

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 There are three (3) Adjustment Factors for this Contract. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. The Adjustment Factors are as follows:
  - 2.1.2.1 **Normal Working Hours:** Monday through Friday 7:00 am to 4:00 pm except State holidays.
  - 2.1.2.2 **Other Than Normal Working Hours:** Monday through Friday 4:01 pm to 6:59 am and all day Saturday, Sunday and holidays.
  - 2.1.2.3 **Non Pre-priced:** For Non Pre-priced Tasks.
- 2.1.3 *The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.*
- 2.1.4 *The Non Pre-priced Adjustment Factor must be greater than or equal to 1.0000.*
- 2.1.5 For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

ADJUSTMENT FACTOR	% WEIGHT (FOR BID EVALUATION ONLY)
Normal Working Hours	60%
Other than Normal Working Hours	30%
Non Pre-priced	10%

- 2.1.6 All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
- 2.1.7 The Bidder shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:



	ADJUSTMENT FACTOR NAME	ADJUSTMENT FACTOR BID	X MULTIPLIER	= EXTENDED TOTAL
1.	Adjustment Factor for Normal Working Hours	0.8000	X 0.60	= 0.4800
2.	Adjustment Factor for Other Than Normal Working Hours <i>must be equal to or greater than the Normal Working Hours Adjustment Factor</i>	0.8100	X 0.30	= 0.2430
3.	Adjustment Factor for Non Pre-priced Tasks <i>must be greater than or equal to 1.0000</i>	1.0500	X 0.10	= 0.1050
Add all the Total amounts in the right column. The Sum of these Total amounts is the Award Criteria Figure.				= 0.8280

**Notes To Bidder:**

- Specify lines 1 through 3 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. The Tollway reserves the right to correct any arithmetic errors.
- No assurances are made by the Tollway that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the lowest Bid(s).
- When preparing a Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed and apply to the Unit Prices. A Contractor may use more than one Adjustment Factor in a Price Proposal.

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The Estimated Annual Value of the Tollway's JOC program is estimated to be \$10,000,000. The Vendor(s) is not guaranteed to receive this volume of Job Orders. It is merely an estimate.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.

**2.4 DISCOUNT:** The State may receive a 1 % discount for payment within 10 business days of receipt of correct invoice. This discount will not be a factor in making the award.

**2.5 ECONOMIC PRICE ADJUSTMENT**

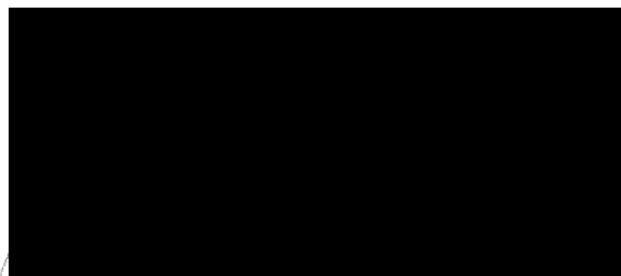
**2.5.1** The Adjustment Factors may be updated on each anniversary of the Contract award date to account for changes in construction costs, provided, the Contractor requests in writing, thirty

days prior to the anniversary of the bid due date, that the Adjustment Factors be updated. Such request shall be delivered to the Tollway and to Gordian. In the event the Contractor fails to deliver the request timely, then the Tollway shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Tollway. Thereafter, the Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:

- 2.5.2 A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) (<http://enr.construction.com/economics>) for City of Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
- 2.5.3 A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for City of Chicago published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
  - 2.5.3.1 The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
  - 2.5.3.2 The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
  - 2.5.3.3 Averages shall be obtained by summing the 12 month indices and dividing by 12.
  - 2.5.3.4 All calculations in this Invitation for Bid shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
    - 2.5.3.5 The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
    - 2.5.3.6 The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 2.5.4 ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 2.5.5 Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
- 2.5.6 The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- 2.5.7 The Adjustment Factor for Non Pre-priced Tasks will remain constant for the duration of the Contract.
- 2.5.8 **VENDOR'S PRICING:** Vendor's Price for the Initial Term: \$6,250,000.00

JSP 2/10/16

**2.6 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$7,500,000.00 without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.



3. **TERM AND TERMINATION**

3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of five (5) from February 16, 2016 through February 15, 2021. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.1.3 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

3.2 **RENEWAL:**

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining the economic price adjustment, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of four (4) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure



the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1 Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

#### 4.1.1 Payment:

4.1.1.1 The Tollway will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.

4.1.1.2 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Tollway concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

4.1.2 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.3 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) 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.

4.1.4 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.

4.1.5 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 Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.

4.1.5.1 Not less than the prevailing rate of wages as determined by the Department of Labor shall be paid to all trades performing work under this Contract. The Contractor is responsible for paying the most current wage rates in effect at the time the Work takes place.

4.1.6 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 to the awarded Vendor in the notice of intent to award.

- 4.1.7 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice# \_\_\_\_\_ Invoice Date \_\_\_\_\_

"The Seller, \_\_\_\_\_ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

\_\_\_\_\_  
Authorized Representative

If the Vendor does not comply with attesting to the statute 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

- 4.1.7.1 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's Illinois tax exemption number and Federal tax exemption information.

- 4.1.7.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Tollway
Attn:	Procurement
Address:	P.O. Box 3094
City, State Zip	Lisle, Illinois 60532-8094

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

- 4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, with each Job Order Proposal, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of the Job Order under this contract, together with a description of the work to be

performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of the Job Order. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

- 4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract 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 or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, 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 this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this 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 that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

**4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its 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 real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

**4.11 INSURANCE:**

The Contractor shall obtain and thereafter keep in force for the term of the Contract the following insurance. Whether stated in this Article or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limits of liability specified. Failure to request certificates of insurance, policy endorsements or insurance policies, either initially or at any policy renewal, does not constitute a waiver by the Tollway of the Contractor's obligations and requirements to maintain the minimum coverage specified.

- (a) General Provisions. Insurance coverage shall be provided by insurance companies acceptable to the Tollway and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII.

The contractor shall procure and maintain insurance against claims for bodily injury or property damage, which may arise from or in connection with the performance of the work under Contract by the Contractor, the Contractor's agents, representatives, employees and subcontractors. The Contractor shall not commence work until all the insurance required by this section or any contract Special Provision has been obtained, and proper insurance documentation has been submitted and accepted by the Tollway.

Insurance documentation, including copies of applicable additional insured endorsements, shall be filed with the Tollway at or before the time of executing the Contract. Upon Tollway request, the Contractor shall promptly provide copies of current insurance policies, forms, and endorsements, properly certified as accurate copies. Within three (3) business days after any renewal or replacement of coverage, the Contractor shall submit to the Tollway, insurance documentation evidencing the limits and coverages as required herein. The obligations under this section are mandatory.

- (b) Deductibles and Self-Insured Retentions. The Contractor shall be solely responsible for any deductible or self-insured retention for any insurance policy provided by the Contractor. Any self-insured retention must be declared. Self-insured retentions in excess of \$25,000 must be accepted by the Tollway.
- (c) Policy Requirements. Policies, Certificates of Insurance, and other insurance documentation submitted by the Contractor will be on forms acceptable to the Tollway. Unless the Tollway consents in writing, all insurance procured by the Contractor pursuant to these requirements shall be written on an occurrence basis. Insurance shall not be cancelled or materially reduced unless a 30-day prior written notice is given by the Contractor to the Tollway, except as otherwise provided by State statute or insurance policy terms.
- (d) Subcontractors. The Contractor shall have subcontractor(s) provide commercial general liability, business automobile liability, workers' compensation and employer's liability insurance and excess liability insurance with coverage as broad as is described under "Scope of Insurance" (1) through (4) below. The Contractor shall maintain, in Contractor's files, evidence of all subcontractor insurance coverage. Failure to maintain evidence of subcontractor insurance shall not constitute a contractual breach.
- (e) Scope of Insurance. Coverage shall be at least as broad as:
- (1) Commercial General Liability – Including coverage for premises and operations, products and completed operations, independent contractor's liability and unendorsed contractual liability. Policy coverage shall be on ISO occurrence form CG 00 01 (or an alternative form providing equivalent protection).
  - (2) Business Automobile Liability – Covering any vehicles, including owned, hired or non-owned vehicles, and including uninsured and underinsured motorist insurance coverage.

Policy coverage shall be on the latest filed ISO occurrence form (or an alternative form providing equivalent protection).

- (3) Workers' Compensation as required by the State of Illinois and including Employer's Liability. Coverage will be at least as broad as the Workers Compensation and Employers Liability Policy, National Council on Compensation Insurance Form #WC 00 00 00 A. Contractor may use a self-insured plan if the plan is approved by the Illinois Worker's Compensation Commission.
  - (4) Excess/Umbrella Liability – Providing excess coverage over the Contractor's Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage limit is reduced or exhausted.
- (f) Limits of Liability. Limits of liability will provide for the following provisions. These minimum limit requirements may be fulfilled with those indicated or the higher limits carried by the Contractor.
- (1) Commercial General Liability - Limits of liability of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of Work.
  - (2) Business Automobile Liability - Limit of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage each accident.
  - (3) Worker's Compensation and Employer's Liability
    - a. Workers' Compensation – Statutory benefits.
    - b. Employer's liability: limits of not less than \$500,000 each accident, \$500,000 disease each employee and \$500,000 disease policy limit, including voluntary compensation.
  - (4) Excess/Umbrella Liability - In addition to the limits of coverage specified in (1), (2) and (3) above, not less than \$2,000,000 each occurrence and in annual aggregate for work in or around Tollway facilities. Not less than \$10,000,000 each occurrence and aggregate per project will be maintained by the Contractor for work on, over or adjacent to any Agency road.
- (g) Certification of Coverage by Contractor Broker or Agent. The Agent/Broker for the Contractor must provide a certification letter on its letterhead attesting that:
- (1) All provisions of the accepted certificates of insurance and policy binders have been obtained; and
  - (2) All endorsements indicated have been secured from the insurance carrier.

This letter must clarify if the agency is a binding agent or a broker for the insurance carrier. Each certification letter must be signed by an officer of the brokerage or by a principal of the agency.

An updated letter must be provided with every submittal of insurance documentation for insurance policy renewals or changes.

- (h) **Cost of Insurance.** The cost of all insurance required by these provisions shall be considered as included in the prices for the various pay items of the contract and no additional compensation will be allowed.
- (i) **Waiver of Subrogation.** Policies shall contain a waiver of subrogation waiving any right of recovery that the insurance company may have against the Tollway, any Additional Insured, or any of the Tollway's engineering firms and consultants.
- (j) **Additional Insured Protection.** The Illinois State Toll Highway Authority together with its officials, directors and employees are to be named as "Additional Insured" with coverage as least as broad as set forth in ISO Form CG 2010 and CG 2037. This endorsed coverage shall be applicable to the primary commercial general liability insurance coverage of the Contractor for the project. Similar additional insured protection will be added to the business automobile liability.

The Contractor's coverage shall be primary for the "Additional Insured" and not contributing with any other insurance or similar protection available to the "Additional insured" whether said other coverage be primary, contributing or excess.

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** 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 dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does 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 or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this 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 its contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

- 4.22 **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 **SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 **WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. 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.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.25 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.26 **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.27 **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety,

or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform this contract.

4.27.1 If Vendor fails to perform any material requirement of this contract to the State's satisfaction, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, then the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate this contract without additional written notice or (b) enforce the terms and conditions of this contract.

4.27.2 For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**4.28 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

4.28.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**4.29 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. STATE SUPPLEMENTAL PROVISIONS

- Illinois Tollway Definitions  
N/A
- Required Federal Clauses, Certifications and Assurances  
N/A
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.  
N/A
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.  
N/A
- Illinois Tollway Specific Terms and Conditions  
N/A
- Other (describe)  
N/A

5.1 TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS: The Vendor 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 Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.



5.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.2.1 Order of Precedence:

This contract Invitation for Bid (IFB), taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract
2. Addenda (later takes precedence over earlier)
3. Job Orders (Including Detailed Scopes of Work and Requests for Proposals)
4. The IFB
5. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon
6. The Construction Task Catalog®
7. The Technical Specifications

5.2.2 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, 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/Buyer 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.

5.2.3 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/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.2.4 Consultation:

Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.2.5 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.

5.2.6 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.

5.2.7 Vendor's Termination Duties:

The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

- 5.2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the

Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;

- 5.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;
- 5.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
- 5.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

**5.3 OVERTIME:**

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer. All costs associated with working overtime shall be included in the Other than Normal Working Hours Adjustment Factor.

**5.4 VENUE AND ILLINOIS LAW:**

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.

5.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are deleted.

5.4.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.5 and 4.29 concerns the Tollway being an appropriated agency, it does not apply.

**5.5 REPORT OF A CHANGE IN CIRCUMSTANCES:**

The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)'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/VENDOR)'s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)'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/VENDOR), 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/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

## 6. JOC SUPPLEMENTAL CONDITIONS

### 6.1 DEFINITIONS

- 6.1.1 **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 6.1.2 **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.
- 6.1.3 **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 6.1.4 **Contract Documents** – The contract documents consist of this IFB, the Construction Task Catalog®, the Technical Specifications, all addenda, Contract modifications, and all Job Orders and related documentation, including, but not limited to Detailed Scopes of Work, Drawings, and Job Order Proposals.
- 6.1.5 **Contractor** – The firm awarded the Contract and responsible for providing all labor, equipment, and materials required to perform the Work of the Contract.
- 6.1.6 **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order
- 6.1.7 **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued to the Contractor each year
- 6.1.8 **Job Order** - A written order issued by the Tollway, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 6.1.9 **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 6.1.10 **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 6.1.11 **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 6.1.12 **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors; (d) Construction schedule; and (e) other requested documents
- 6.1.13 **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 6.1.14 **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.

- 6.1.15 **Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for Tollway holidays.
- 6.1.16 **Notice to Proceed** - A written notice issued by the Tollway directing the Contractor to proceed with construction activities to complete the Job Order.
- 6.1.17 **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 6.1.18 **Other than Normal Working Hours** - Includes the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Tollway Holidays.
- 6.1.19 **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 6.1.20 **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 6.1.21 **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 6.1.22 **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 6.1.23 **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 6.1.24 **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 6.1.25 **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## 6.2 ASSIGNMENT OF WORK & CONTRACTOR SELECTION

6.2.1 The Tollway intends to distribute Work in an equitable manner to performing Contractors, beginning with the Contractor who has the lowest price. However, the Tollway may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established Tollway procedures, including but not limited to, one or more of the following criteria:

- 6.2.1.1 Rotational selection among all Contractors, unless otherwise determined by the Tollway.
- 6.2.1.2 Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.

- 6.2.1.3 Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
- 6.2.1.4 Management of Job Order dollar volume within bonding limitations of the Contractor.
- 6.2.1.5 Price, as it relates to the Tollway's independent cost estimate or to an offer from any other contractor.
- 6.2.1.6 Contractor's responsiveness to the Tollway on Job Orders.

### 6.3 PROCEDURE FOR ORDERING WORK – INITIATION OF A JOB ORDER

- 6.3.1 As the need exists, the Tollway will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 6.3.2 The Contractor(s) shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 6.3.2.1 the general scope of the work;
  - 6.3.2.2 alternatives for performing the work and value engineering;
  - 6.3.2.3 access to the site and protocol for admission;
  - 6.3.2.4 hours of operation;
  - 6.3.2.5 staging area;
  - 6.3.2.6 requirements for catalog cuts, technical data, samples and shop drawings;
  - 6.3.2.7 requirements for professional services, sketches, drawings, and specifications;
  - 6.3.2.8 construction duration;
  - 6.3.2.9 liquidated damages;
  - 6.3.2.10 the presence of hazardous materials;
  - 6.3.2.11 date on which the Job Order Proposal is due.
- 6.3.3 Upon completion of the joint scoping process, the Tollway **will** prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Tollway will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Tollway, will be the basis on which the Contractor will develop its Job Order Proposal and the Tollway will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project. If the Contractor refuses to perform any task or any work in connection with a particular Project, the Contractor must submit in writing to the Tollway a valid reason why they are unable to perform the Job Order. It is in the Tollway's discretion to approve or deny the request.

## 6.4 PROCEDURE FOR ORDERING WORK – PREPARATION OF THE JOB ORDER PROPOSAL

6.4.1 The Contractor's Job Order Proposal shall include, at a minimum:

6.4.1.1 Job Order Price Proposal;

6.4.1.2 Required drawings or sketches;

6.4.1.3 List of anticipated Subcontractors;

6.4.1.4 BEP Utilization Plan, and for each BEP certified firm, a Letter of Intent and Current Certification Letter.

6.4.1.5 VOSB/SDVOSB Utilization Plan, and for each VOSB, SDVOSB certified firm, a Letter of Intent and Current Certification Letter.

6.4.1.6 Construction schedule;

6.4.1.7 Other requested documents.

6.4.2 The Job Order Price shall be the value of the approved Job Order Price Proposal.

6.4.3 The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

6.4.4 The Contractor will prepare Job Order Price Proposals in accordance with the following:

6.4.4.1 Pre-priced Task: A task described in, and for which a unit price is set forth in, the Construction Task Catalog<sup>o</sup>.

6.4.4.2 Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog<sup>o</sup>.

6.4.4.3 Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:

- i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
- ii. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog<sup>o</sup>. If the work is to be subcontracted, the Contractor must submit quotes from three (3) independent subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Tollway may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- iii. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Non Pre-priced Tasks Performed with Contractor's Own Forces:

A = The prevailing wage hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit quotes from three (3) independent subcontractors for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

6.4.4.4 After a Non Pre-priced Task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the Tollway, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.

6.4.4.5 The Tollway's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.

6.4.4.6 Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Tollway may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

6.4.4.7 Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

6.4.4.8 The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.



6.4.4.9 The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

6.4.4.10 In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

6.4.4.11 By submitting a Job Order Proposal to the Tollway, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Tollway.

6.4.4.12 If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

## 6.5 PROCEDURE FOR ORDERING WORK – REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

6.5.1 The Tollway will evaluate the entire Job Order Price Proposal and compare these with the Tollway's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.

6.5.2 The Contractor may choose the means and methods of construction; subject however, to the Tollway's right to reject any means and methods proposed by the Contractor that:

6.5.2.1 **Will** constitute or create a hazard to the work, or to persons or property;

6.5.2.2 **Will** not produce finished Work in accordance with the terms of the Contract; or

6.5.2.3 Unnecessarily increases the price of the Job Order when alternative means and methods are available.

6.5.2.4 The Tollway reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Tollway also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Tollway. The Tollway may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Tollway.

6.5.2.5 By submitting a Job Order Proposal to the Tollway, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Tollway.

6.5.2.6 Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Tollway and delivered to the Contractor constitutes the Tollway's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

6.5.2.7 In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Tollway. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

## **6.6 CONTRACT MODIFICATIONS AND CHANGES IN THE WORK**

6.6.1 **Contract Modifications:** Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

### **6.6.2 Changes in the Work:**

6.6.2.1 The Tollway, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.

6.6.2.2 Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## 7. JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

### 7.1 JOB ORDER CONTRACTING SOFTWARE

The Tollway selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Tollway. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a JOC System License Fee to obtain access to Gordian's JOC Solution. The Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Tollway is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

### 7.2 JOB ORDER CONTRACTING SYSTEM LICENSE

7.2.1 Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Tollway, whichever is shorter, a non exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Tollway under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Tollway expires or terminates, or the Contractor fails to pay the JOC System License Fee specified in this Contract, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

7.2.2 In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution, *the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the Tollway.* The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Job Order Price Proposals, and shall be payable to Gordian within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the Tollway. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs. The Contractor shall remit the Contractor License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc.

Mail Checks to: P.O. Box 751959  
Charlotte, NC 28275-1959

- 7.2.3 Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
- 7.2.4 The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.
- 7.2.5 In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Tollway, this JOC System License shall take precedence.

### 7.3 JOC System License and Fee Agreement

This Agreement is made this 23rd day of October 2015 by and between Old Veteran Construction, Inc., whose address is 10942 S. Halsted St., Chicago, IL 60628 ("Contractor"), and The Gordian Group, Inc., whose address is 30 Patewood Drive, Suite 350, Greenville, SC 29615 ("Gordian").

WHEREAS, Jose Maldonado ("Owner") has awarded Contract No. 22036427 ("Contract") to the Contractor.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and Owner ("Owner Contract"), Gordian has agreed to provide Contractor with a license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, the parties agree to the terms and conditions of the following JOC System License and Contractor License Fee ("Agreement"):

Gordian hereby grants to Contractor, and Contractor hereby accepts from Gordian for the term of the Contract, or the term of the Owner Contract, whichever is shorter, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Contractor's responsibilities under the Contract ("Limited Purpose"). Contractor hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian JOC information management applications and support documentation, Construction Task Catalog, training materials, and any other proprietary materials provided to Contractor by Gordian. In the event the Contract expires or terminates, or the Owner Contract expires or terminates, this JOC System License shall terminate and Contractor shall return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

*In accordance with the terms of the Contract, Contractor hereby agrees to pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document issued to Contractor by Owner pursuant to the Contract. Contractor further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Contractor's receipt of each Job Order, Purchase Order or other similar purchasing document from the Owner. Contractor shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month. In the event a modification to an issued Job Order results in a reduction of the value of the Job Order, Gordian shall issue a credit to Contractor only when the applicable license fee credit is greater than or equal to \$25.00.*

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Contract, the Owner Contract, or any Job Order, Purchase Order or similar purchasing document issued to Contractor by Owner, this Agreement shall take precedence.

Old Veteran Construction, Inc.  
Signature: [Redacted]  
Name: Jose Maldonado  
Title: President

The Gordian Group, Inc.  
Signature: \_\_\_\_\_  
Name: Ammon T. Leshner  
Title: Vice President of Legal Affairs

**ACKNOWLEDGMENT OF [Contractor]**

STATE OF Illinois  
COUNTY OF Cook

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 23rd day of October and the document was executed by the above named Jose Maldonado of his/her own free will.

Witness my hand and seal this 23rd day of October, 2015.

Signature: [Redacted]



Place Notary Seal Above

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

IPB Reference #: 22036427      Procurement/Contract #: THA – 15-0081

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

**1. Certification of Illinois Procurement Gateway Registration**

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20070175      IPG Expiration Date: 12/22/2015

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).  Yes  No

**3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)**

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.  Yes  No

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

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

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

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

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

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

**5. Disclosure of Current and Pending Contracts**

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes  No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois National Guard	Illinois National Guard IDIQ	In Progress	As of 11/17/2015 \$2,199,491	W91SMC-10-D-0011

**6. Signature**

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Old Veteran Construction, Inc.

Phone: 773-821-9900

Street Address: 10942 S. Halsted St.

Email: dan.m@ovcchicago.com

City, State, Zip: Chicago, IL 60628

Vendor Contact: Dan Matuz

Signature: 

Date: 11/17/2015

Printed Name: Jose Maldonado

Title: President



**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

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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

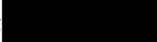
I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am 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: Jose Maldonado

Business Name: Old Veteran Construction, Inc.

Taxpayer Identification Number: 

Social Security Number: N/A

or

Employer Identification Number: N/A

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: October 23, 2015

# THA - Toll Highway Authority

## Purchase Order

Purchase Order Number  <b>20-557THA-OPERA-P-15574</b>  Master Contract? N Contract/Ob #:
---

V E N D O R	Vendor Number: V00002998 Old Veteran Construction, Inc.
	10942 South Halsted Street Chicago, IL 60628
	null
	null

S H I P T O	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
----------------------------	--

**VENDOR INSTRUCTIONS:**  
**PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES**

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:  
 --Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.  
 --Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

**PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES**  
 --Please see specific requirements provided by the purchasing entity.

B I L L T O	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (630) 241-6800
----------------------------	--

Shipping Method: Shipping Terms: Solicitation (Bid) No.: N/A Contract Begin Date: 02/16/2016                      Contract End Date: 02/15/2021	Freight Terms:  Payment Terms:  Delivery Calendar Day(s) A.R.O.: 15
--	---

Item # 1  
Class-Item 925-44

Legacy contract for 15-0081B Job Order Contracting (JOC) for General Construction Services for the term of five (5) years.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 6,250,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 6,250,000.00

Item # 2  
Class-Item 925-44

Amend contract to increase by \$1,250,000.00 from \$6,250,000.00 to \$7,500,000.00.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 1,250,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,250,000.00

Item # 3  
Class-Item 925-44

Amend contract to increase by \$3,000,000.00, from \$7,500,000.00 to \$10,500,000.00.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 3,000,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,000,000.00

TAX: \$ 0.00  
FREIGHT: \$ 0.00  
TOTAL: \$ 10,500,000.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: \_\_\_\_\_  
Vendor Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED

By: Desiree Liberti  
Phone#: (630) 241-6800  
BUYER

State of Illinois Agency or Other Purchasing Entity  
Procuring S \_\_\_\_\_ s State Toll  
Way Authority

Official Signature: \_\_\_\_\_

Printed Name: José R. Alvarez  
Title: Executive Director

Designee Signature: \_\_\_\_\_

Printed Name: John Donato  
Title: Chief of Procurement

Date: 5/1/20

Legal Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Fiscal Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: \_\_\_\_\_ Source Sel. Method: \_\_\_\_\_  
Using Agency Funding Source: \_\_\_\_\_  
Detailed Expenditure Object Code: \_\_\_\_\_  
Approp. Acct Code: \_\_\_\_\_  
Award Code: \_\_\_\_\_  
Original Proc. Method: \_\_\_\_\_  
Subcontractors Disclosed: \_\_\_\_\_  
Subcontractors Utilized: \_\_\_\_\_  
Publication Date: \_\_\_\_\_ Financing Needed: \_\_\_\_\_  
IPG Cert/Disclosure Yes \_\_\_\_\_ No \_\_\_\_\_

# Notice



## Identification

---

Reference Number: 22036427  
 Request ID: 15-000000092089  
 Date First Offered: 09/01/2015  
 Title: THA - 15-0081 Job Order Contracting for General Construction Services

Agency Reference Number: THA - 15-000000092089  
 Agency: THA - Toll Highway Authority  
 Purchasing Agency: THA - Toll Highway Authority  
 Purchasing Agency SPO: Victoria Santiago

Status: Closed

## Overview

---

### Description and Specifications:

The Illinois Tollway is giving notice of intent to award a contract 15-0081 Job Order Contracting (“JOC”) for General Construction Services to the following nine (9) Vendors:

F.H. Paschen, S.N. Nielsen & Associates LLC-\$5,555,555.56

The initial term of the contract shall not exceed \$6,666,666.67 without a formal change order.

Anchor Mechanical, Inc.-\$5,555,555.56

The initial term of the contract shall not exceed \$6,666,666.67 without a formal change order.

AGAE Contractors, Inc.-\$5,555,555.56

The initial term of the contract shall not exceed \$6,666,666.67 without a formal change order.

McDonagh Demolition, Inc.-\$5,555,555.56

The initial term of the contract shall not exceed \$6,666,666.67 without a formal change order.

Robe, Inc.-\$5,555,555.56

The initial term of the contract shall not exceed \$6,666,666.67 without a formal change order.

Conecta Group, Inc.-\$5,555,555.55

The initial term of the contract shall not exceed \$6,666,666.66 without a formal change order.

Speedy Gonzalez Landscaping, Inc.-\$5,555,555.55

The initial term of the contract shall not exceed \$6,666,666.66 without a formal change order.

Old Veteran Construction, Inc.-\$5,555,555.55

The initial term of the contract shall not exceed \$6,666,666.66 without a formal change order.

Wight Construction Services, Inc.-\$5,555,555.55

The initial term of the contract shall not exceed \$6,666,666.66 without a formal change order.

This contract provides a source for general construction work in accordance with the Job Order Contracting (“JOC”) procurement system. A Job Order Contract is an indefinite quantity contract pursuant to which the contractor may perform an ongoing series of individual projects at different facilities, locations, and sites under the jurisdiction of the Tollway.

The contract has a BEP goal of 25% and VET goal of 3%. The contract start date is an estimate and will start upon execution of the contract.

### Key Information

Notice Type: Contract Award Notice

Published: 12/04/2015

Notice Expiration Date: 12/18/2015

Professional & Artistic: No

Small Business Set-Aside: No

Does this solicitation contain Yes  
a BEP or DBE requirement?:

Does this solicitation contain Yes  
a Veteran requirement?:

Relevant Category: General Services

Total Amount of Award: \$50,000,000.00 (Total Dollar Value Only/Includes Any Renewal Options)  
 Estimated/Actual Value Estimated  
 Description:  
 Length of Initial Term: 60  
 Contract Begin Date: 01/01/2016  
 Contract End Date: 12/31/2020  
 Renewal Terms: 4 1-year

### Bidder(s)

Number of Responding Bidders: 22  
 Number of Unsuccessful Bidders: 13  
 Total Number Awarded: 9

Listing of All Bidders/Offerors Considered But Not Selected:

Accel Pacific JV  
 The Bowa Group, Inc.  
 Charter Construction Co., Inc.  
 CCC Holdings Inc. (d.b.a Chicago Commercial Construction)  
 Construction Contracting Services Incorporated (CCSI)  
 Johnson-Laux Construction, LLC  
 K.R. Miller Contractors, Inc.  
 LS Contracting Group Inc./Antigua Inc.  
 Leopardo Companies Inc.  
 Oakley Construction Co., Inc.  
 Pacific Construction Services, Inc.  
 Troop Contracting, Inc.  
 UJAMAA Construction, Inc.  
 Source Selection: IFB

### Vendor(s) Selected for Award

Vendor Name	Amount of Award	BEP Goal	% DBE Goal
<a href="#">Wight Construction Services, Inc.</a>	\$9,999,999.99	25%	0%
<a href="#">Speedy Gonzalez Landscaping, Inc.</a>	\$9,999,999.99	25%	0%
<a href="#">Robe, Inc.</a>	\$10,000,000.01	25%	0%
<a href="#">Old Veteran Construction, Inc.</a>	\$9,999,999.99	25%	0%
<a href="#">McDonagh Demolition, Inc.</a>	\$10,000,000.01	25%	0%
<a href="#">F. H. Paschen, S. N. Nielsen &amp; Associates LLC</a>	\$10,000,000.01	25%	0%
<a href="#">Conecta Group, Inc.</a>	\$9,999,999.99	25%	0%
<a href="#">Anchor Mechanical, Inc.</a>	\$10,000,000.01	25%	0%
<a href="#">AGAE Contractors, Inc.</a>	\$10,000,000.01	25%	0%

**Notice Contact**

---

Name: Desiree Liberti  
Street Address: 2700 Ogden Avenue  
City: Downers Grove  
State: IL  
Zip Code: 60515  
Phone: 630.241.6800  
Fax Number: 630.505.9270  
EMail Address: Desiree.Liberti@getipass.com

**Class Code**

---

Class Codes:

**NIGP Code**

---

NIGP Commodity/Service Code: 918 31 Construction Consulting  
925 44 General Construction: Management;  
Scheduling; Cost Estimatio...

**Attachments**

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To download file(s), click on filename(s) located below. Not all Notices will have files to download.

File Attachments:



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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: AGAE Contractors, Inc.  
Vendor Contact Name: Robert C. Miezion  
Vendor Street Address: 4549 N. Milwaukee Ave.  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60630  
Vendor Phone Number: 773-777-2240  
Vendor Fax Number: 773-777-2243

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Anchor Mechanical, Inc.  
Vendor Contact Name: Lauren O'Brien  
Vendor Street: 255 N California Ave.  
Address:  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60612  
Vendor Phone: 312-492-6994  
Number:  
Vendor Fax Number: 312-492-6996

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount: 25.00%  
(Percentage):  
DBE Goal Amount: 0.00%  
(Percentage):  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Conecta Group, Inc.  
Vendor Contact Name: Jeanne L. Miller  
Vendor Street: 2450 West Division  
Address:  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60622  
Vendor Phone: 312-217-2228  
Number:  
Vendor Fax Number: 312-332-0203

### Key Information

---

Amount of Award: \$9,999,999.99 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.55 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.44 (Total Dollar Amount of Renewals)  
BEP Goal Amount: 25.00%  
(Percentage):  
DBE Goal Amount: 0.00%  
(Percentage):  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: F. H. Paschen, S. N. Nielsen & Associates LLC  
Vendor Contact Name: Leo J. Wright  
Vendor Street Address: 5515 N. East River Road  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60656  
Vendor Phone Number: 773-444-3474  
Vendor Fax Number: 773-714-0957

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: McDonagh Demolition, Inc.  
Vendor Contact Name: Paul Dadian  
Vendor Street: 7243 W. Toughy Ave.  
Address:  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60631  
Vendor Phone: 773-276-7707 X1003  
Number:  
Vendor Fax Number: 773-276-7753

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount: 25.00%  
(Percentage):  
DBE Goal Amount: 0.00%  
(Percentage):  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information



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Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Old Veteran Construction, Inc.  
Vendor Contact Name: Jose Maldonado  
Vendor Street Address: 10912 S Halsted St  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60628  
Vendor Phone Number: 773-821-9900 x333  
Vendor Fax Number: 773-821-9911

### Key Information

---

Amount of Award: \$9,999,999.99 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.55 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.44 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Robe, Inc.  
Vendor Contact Name: Paul Mulvey  
Vendor Street Address: 6150 N. Northwest Hwy  
Vendor City: Chicag  
Vendor State: IL  
Vendor Zip Code: 60631  
Vendor Phone Number: 773-775-8900  
Vendor Fax Number: 773-775-8910

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Speedy Gonzalez Landscaping, Inc.  
Vendor Contact Name: Jose Gonzalez  
Vendor Street: 10624 S. Torrence Ave.  
Address:  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60617  
Vendor Phone: 773-734-7780  
Number:  
Vendor Fax Number: 000-000-0000

### Key Information

---

Amount of Award: \$9,999,999.99 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.55 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.44 (Total Dollar Amount of Renewals)  
BEP Goal Amount: 25.00%  
(Percentage):  
DBE Goal Amount: 0.00%  
(Percentage):  
Will Sub-Contractors Be Utilized? Yes



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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Wight Construction Services, Inc.  
Vendor Contact Name: Kenneth Osmun  
Vendor Street Address: 2500 North Frontage Road  
Vendor City: Darien  
Vendor State: IL  
Vendor Zip Code: 60561  
Vendor Phone Number: 630-969-7000  
Vendor Fax Number: 630-969-7979

### Key Information

---

Amount of Award: \$9,999,999.99 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.55 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.44 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

# Notice Addendum



## Identification

---

Reference Number:	22036427
Title:	THA - 15-0081 Job Order Contracting for General Construction Services
Agency Reference Number:	THA - 15-000000092089
Agency:	THA - Toll Highway Authority
Purchasing Agency:	THA - Toll Highway Authority
Purchasing Agency SPO:	Victoria Santiago
Date First Offered	09/01/2015
Status:	Published

## Overview

---

### Description and Specifications:

Addendum is being issued to update and change the number of awarded vendors for 15-0081 Job Order Contracting (“JOC”) for General Construction Services from nine (9) to eight (8) Vendors:

1) F.H. Paschen, S.N. Nielsen & Associates LLC-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal change order.

2) Anchor Mechanical, Inc.-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal change order.

3) AGAE Contractors, Inc.-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal change order.

4) McDonagh Demolition, Inc.-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal change order.

5) Robe, Inc.-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal

change order.

6) Speedy Gonzalez Landscaping, Inc.-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal change order.

7) Old Veteran Construction, Inc.-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal change order.

8) Wight Construction Services, Inc.-\$6,250,000.00

The initial term of the contract shall not exceed \$7,812,500.00 without a formal change order.

### Key Information

Notice Type:	Contract Award Notice
Does this addendum add/or change vendor(s) information? (i.e. vendor name/address, contact information, and/or award amount, etc.)?	Yes
Published:	02/16/2016
Notice Expiration Date:	03/01/2016
Professional & Artistic:	No
Small Business Set-Aside:	No
Does this solicitation contain a BEP or DBE requirement?:	Yes
Does this solicitation contain a Veteran requirement?	Yes
Relevant Category:	General Services
Total Amount of Award:	\$90,000,000.00 (Total Dollar Value Only/Includes Any Renewal Options)
Estimated/Actual Value Description:	Estimated
Length of Initial Term:	60

Contract Begin Date: 02/16/2016  
 Contract End Date: 02/15/2021  
 Renewal Terms: 4 1-year

### Bidder(s)

Number of Responding Bidders: 22  
 Number of Unsuccessful Bidders: 14  
 Total Number Awarded: 8

Listing of All Bidders/Offerors Considered But Not Selected:

Accel Pacific JV  
 The Bowa Group, Inc.  
 Charter Construction Co., Inc.  
 CCC Holdings Inc. (d.b.a Chicago Commercial Construction)  
 Conecta Group, Inc.  
 Contracting Services Incorporated (CCSI)  
 Johnson-Laux Construction, LLC  
 K.R. Miller Contractors, Inc.  
 LS Contracting Group Inc./Antigua Inc.  
 Leopardo Companies Inc.  
 Oakley Construction Co., Inc.  
 Pacific Construction Services, Inc.  
 Troop Contracting, Inc.  
 UJAMAA Construction, Inc.  
 Source Selection: IFB

### Vendor(s) Selected for Award

Vendor Name	Amount of Award	BEP Goal	% DBE Goal
<a href="#">Wight Construction Services, Inc</a>	\$11,250,000.00	25%	0%
<a href="#">Speedy Gonzalez Landscaping, Inc.</a>	\$11,250,000.00	25%	0%
<a href="#">Robe, Inc.</a>	\$11,250,000.00	25%	0%
<a href="#">Old Veteran Construction, Inc.</a>	\$11,250,000.00	25%	0%
<a href="#">McDonagh Demolition, Inc.</a>	\$11,250,000.00	25%	0%
<a href="#">F. H. Paschen, S. N. Nielsen &amp; Associates LLC</a>	\$11,250,000.00	25%	0%
<a href="#">Anchor Mechanical, Inc.</a>	\$11,250,000.00	25%	0%
<a href="#">AGAE Contractors, Inc.</a>	\$11,250,000.00	25%	0%

### Notice Contact

Name: Desiree Liberti  
 Street Address: 2700 Ogden Avenue  
 City: Downers Grove

State: IL  
Zip Code: 60515  
Phone: 630.241.6800  
Fax Number: 630.505.9270  
E-Mail Address: Desiree.Liberti@getipass.com

### Class Code

---

Class Codes:

### NIGP Code

---

NIGP Commodity/Service Code: 918 31 Construction Consulting  
925 44 General Construction: Management;  
Scheduling; Cost Estimatio...

Notify Type: Send email to selected Class Codes only

### Attachments

---

**To download file(s), click on filename(s) located below. Not all Notice Addendums will have files to download.**

File Attachments:

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## Vendor Award Information

[?](#)  
Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: AGAE Contractors, Inc.  
Vendor Contact Name: Robert C. Miezion  
Vendor Street Address: 4549 N. Milwaukee Ave.  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60630  
Vendor Phone Number: 773-777-2240  
Vendor Fax Number: 773-777-2243

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

[?](#)  
Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Anchor Mechanical, Inc.  
Vendor Contact Name: Lauren O'Brien  
Vendor Street: 255 N California Ave.  
Address:  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60612  
Vendor Phone: 312-492-6994  
Number:  
Vendor Fax Number: 312-492-6996

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount: 25.00%  
(Percentage):  
DBE Goal Amount: 0.00%  
(Percentage):  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Help

---

Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: F. H. Paschen, S. N. Nielsen & Associates LLC  
Vendor Contact Name: Leo J. Wright  
Vendor Street Address: 5515 N. East River Road  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60656  
Vendor Phone Number: 773-444-3474  
Vendor Fax Number: 773-714-0957

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes



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## Vendor Award Information

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Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: McDonagh Demolition, Inc.  
Vendor Contact Name: Paul Dadian  
Vendor Street: 7243 W. Toughy Ave.  
Address:  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60631  
Vendor Phone: 773-276-7707 X1003  
Number:  
Vendor Fax Number: 773-276-7753

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount: 25.00%  
(Percentage):  
DBE Goal Amount: 0.00%  
(Percentage):  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information



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Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Old Veteran Construction, Inc.  
Vendor Contact Name: Jose Maldonado  
Vendor Street Address: 10912 S Halsted St  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60628  
Vendor Phone Number: 773-821-9900 x333  
Vendor Fax Number: 773-821-9911

### Key Information

---

Amount of Award: \$9,999,999.99 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.55 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.44 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

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Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Robe, Inc.  
Vendor Contact Name: Paul Mulvey  
Vendor Street Address: 6150 N. Northwest Hwy  
Vendor City: Chicag  
Vendor State: IL  
Vendor Zip Code: 60631  
Vendor Phone Number: 773-775-8900  
Vendor Fax Number: 773-775-8910

### Key Information

---

Amount of Award: \$10,000,000.01 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.56 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.45 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information

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Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Speedy Gonzalez Landscaping, Inc.  
Vendor Contact Name: Jose Gonzalez  
Vendor Street: 10624 S. Torrence Ave.  
Address:  
Vendor City: Chicago  
Vendor State: IL  
Vendor Zip Code: 60617  
Vendor Phone: 773-734-7780  
Number:  
Vendor Fax Number: 000-000-0000

### Key Information

---

Amount of Award: \$9,999,999.99 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.55 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.44 (Total Dollar Amount of Renewals)  
BEP Goal Amount: 25.00%  
(Percentage):  
DBE Goal Amount: 0.00%  
(Percentage):  
Will Sub-Contractors Be Utilized? Yes

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## Vendor Award Information



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Created Date: 12/04/2015  
Created By: Julia Shaw

### Identification

---

Reference Number: 22036427  
Title: THA - 15-0081 Job Order Contracting for General Construction Services

### Vendor Selected for Award

---

Vendor Name: Wight Construction Services, Inc.  
Vendor Contact Name: Kenneth Osmun  
Vendor Street Address: 2500 North Frontage Road  
Vendor City: Darien  
Vendor State: IL  
Vendor Zip Code: 60561  
Vendor Phone Number: 630-969-7000  
Vendor Fax Number: 630-969-7979

### Key Information

---

Amount of Award: \$9,999,999.99 (Total Dollar Value Only)  
Cost of Initial Term: \$5,555,555.55 (Total Dollar Amount of Initial Term)  
Cost of Renewals: \$4,444,444.44 (Total Dollar Amount of Renewals)  
BEP Goal Amount (Percentage): 25.00%  
DBE Goal Amount (Percentage): 0.00%  
Will Sub-Contractors Be Utilized? Yes