

RESOLUTION NO. 20694

Background


The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4649 for Building Demolition along the North-South bypass of the Elgin O’Hare Western Access Corridor from Milepost 0.2 to Milepost 5.8 and the Tri-State Tollway (I-294) at Milepost 33.7 (IL-64, North Avenue). The lowest responsible bidder on Contract No. I-15-4649 is Lake County Grading Co., LLC. in the amount of \$3,945,420.00.

Resolution

Contract No. I-15-4649 is awarded to Lake County Grading Co., LLC. in the amount of \$3,945,420.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: 

Chair

ORIGINAL

CONTRACT REQUIREMENTS

FOR

CONTRACT I-15-4649

**IMPORTANT
BID ADDENDUM
ENCLOSED**

BUILDING REMOVAL

**ELGIN O'HARE WESTERN ACCESS TOLLWAY
VARIOUS LOCATIONS IN THE VICINITY OF
WESTERN ACCESS**

FOR

THE ILLINOIS TOLLWAY

VOLUME I

**REQUIRED DOCUMENTS
TO BE RETURNED WITH BID**

**ADDENDUM NO.1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-15-4649
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: April 27, 2015

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515, until 10:30 a.m., local time, on May 5, 2015.

NOTICE OF REVISIONS TO CONTRACT

NOTES:

1. Table of Contents Volume I and II have been revised.
2. The revised A-1R form is included with this Addendum.
3. The revised Contract Requirements are included with this Addendum and must be inserted into the Contract Proposal by the Bidder: I-2R, I-5R and Exhibit B shall be removed.
4. The revised P-1R and P-2R forms are included with this Addendum.
5. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on April 16, 2015 are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

Change No. 1

Contract Requirements, Volumes I and II, replace Table of Contents with revised Table of Contents.

This change contains the following revision:

- 1.1 The Table of Contents in Volumes I and II of the Contract Requirements has been revised to reflect changes described herein.

Change No. 2

Contract Requirements, Volume I, replace page A-1 with A-1R (attached).

- 2.1 This replacement contains the following revision:
7 industrial or commercial buildings is changed to 6 industrial or commercial buildings.
- 2.2 Revised the dates of Tollway Supplemental Specifications to current issues March 2015

Change No. 3

Contract Requirements, Volume I, replace pages I-2, I-5 and Exhibit B with revised pages I-2R and I-5R (attached). Exhibit B "Multi-Project Labor Agreement" shall be removed.

This change contains the following revisions:

- 3.1 The Multi-Project Labor Agreement is not in effect for this contract. The reference has been removed. Also, "Exhibit B – Attachment Prevailing Wage List By County DuPage County" has been revised to "Attachment Prevailing Wage List By County DuPage County".
- 3.2 Items 7 and 18 in the "Instructions and Information to Bidders" have been revised. The reference to Exhibit B has been removed from Item 7 and Item 18 has been replaced in its entirety. The Multi-Project Labor Agreement is not in effect for this contract.
- 3.3 Exhibit B attached to the "Instructions and Information to Bidders" has been removed.

CHANGES TO THE SCHEDULE OF PRICES

Change No. 4

Contract Requirements, Volume I, replace page P-1 and P-2 with P-1R and P-2R (attached).

- 4.1 This replacement contains the following revision:
7 industrial or commercial buildings is changed to 6 industrial or commercial buildings.
- 4.2 This replacement contains the following revision:
Pay item JS760B00 – Field Office, Type B has been changed to JS670B00 – Field Office, Type B

END OF ADDENDUM CHANGES

I-15-4649

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

CONTRACT NO: I-15-4649

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 a.m., local time, May 5 2015, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for April 16, 2015 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 207 at 10:00 AM.

The work to be done under this Contract shall be started on or about July 28, 2015. All work under this Contract shall be completed by December 31, 2017.

The work under this Contract shall consist of: 6 commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, asbestos removal and remediation (as necessary), building demolitions, topsoil and seeding, temporary and permanent fencing, sealing abandoned water wells and filling existing septic tanks (as necessary), trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal, mobilization, and other miscellaneous work.

The work under this Contract is to be performed on: the Western Access at various locations, Mile Post 0.2 to Mile Post 5.8, and on I-294 at Mile Post 33.7, in Cook County, Illinois.

Bidders must be pre-qualified by the Illinois Department of Transportation (IDOT). Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). There are **NO EXCEPTIONS**.

Joint Ventures shall be limited to 3 individually IDOT-pre-qualified members.

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from Accurate Repro, Inc. and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwayplanroom.com. Copies of the 2015 Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2012) can be purchased directly from Accurate Repro, Inc. The 2015 Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2012, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from Accurate Repro, Inc. Copies are in a portable document format (PDF). Bidders with questions or in need of assistance in purchasing Contract Documents are to contact an Accurate Repro, Inc., Customer Service Representative at 630-428-4433, ask for the Plan Room.

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Niemeier, e-mail: lniemeier@getipass.com to be received no later than 2:00 PM local time on April 21, 2015

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

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

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

Contract No. I-15-4649
Addendum No. 1

April 27, 2015

on its website <http://labor.illinois.gov>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements and notice and record keeping duties.

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

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

AMENDMENTS TO PREVAILING WAGE LAW

Effective January 1, 2012, the Prevailing Wage Act has been amended. Below is a summary of some of the important changes that may affect you:

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 10th** of the following month.
- Payroll records must be kept for 3 years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for 4 years with no right to a hearing.

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

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

8. NON-COLLUSION AFFIDAVIT

The bidders must complete the Non-Collusion Affidavit furnished with the Solicitation. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option, void this Contract without liability on the part of the Illinois Tollway and in addition, the contractor and its surety or sureties shall be liable to the Illinois Tollway for any and all

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **COMPUTERIZED BIDDING**

The P-Pages for this contract are available in electronic format on the Tollway's Online Plan Room hosted by Accurate Repro, Inc. at: www.illinoistollwayplanroom.com.

The electronic version of the contract P-Pages is provided to assist bidders with the preparation of their bid. Notwithstanding, it is the bidder's responsibility to provide an accurate bid, which includes verification that the electronic P-Pages match the contract book P-Pages. Any revisions, including addenda, must be included in the bid. In the event of a discrepancy on the electronic P-Pages, the contract book P-Pages and Addenda control and take precedence over the electronic P-Pages.

If you intend to submit a computer generated bid, it must be in a printed form similar to the contract P-Pages and must be legible. Unit prices and extensions (total price) should be carried to two decimal places only (which prices must be more than \$0.00). A unit price of \$0.00 for any pay item will not be acceptable and will cause the bid to be deemed non-responsive.

20. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Illinois Department of Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-15-4649

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30 a.m., local time, May 5, 2015 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: 6 commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, asbestos removal and remediation (as necessary), building demolitions, topsoil and seeding, temporary and permanent fencing, sealing abandoned water wells and filling existing septic tanks (as necessary), trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal, mobilization, and other miscellaneous work.

The services will be performed within the: the Western Access at various locations, Mile Post 0.2 to Mile Post 5.8, and on I-294 at Mile Post 33.7, in Cook County, Illinois.

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

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

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-15-4649
 ELGIN O'HARE WESTERN ACCESS TOLLWAY
 BUILDING REMOVAL
 VARIOUS LOCATIONS IN THE VICINITY OF WESTERN ACCESS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	67201000	SEALING ABANDONED WATER WELLS	EACH	1		
*	X2503110	MOWING (SPECIAL)	ACRE	156.0		
*	Z0007601	BUILDING REMOVAL NO.1	LSUM	1		
*	Z0007602	BUILDING REMOVAL NO.2	LSUM	1		
*	Z0007603	BUILDING REMOVAL NO.3	LSUM	1		
*	Z0007604	BUILDING REMOVAL NO.4	LSUM	1		
*	Z0007605	BUILDING REMOVAL NO.5	LSUM	1		
*	Z0007606	BUILDING REMOVAL NO.6	LSUM	1		
*	Z0023800	FILLING EXISTING SEPTIC TANK	EACH	1		
**	JS670800	FIELD OFFICE, TYPE B	CAL MO	24		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ.FT. IN AREA	SQ.FT.	300		
TOTAL AMOUNT OF CORE WORK						

*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	181,000	1.00	181,000.00
*	JT154008	UNFORSEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	50,000	1.00	50,000.00
*	JT154057	CONTRACT ALLOWANCE FOR BOARD-UP SERVICES	UNIT	10,000	1.00	10,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	4,000	1.00	4,000.00
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	998NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES, FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	



Capital Program

MEETING AGENDA

Meeting date | time 4/16/2015 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

AGENDA TOPICS

- 1.0 INTRODUCTIONS
- 2.0 SCOPE OF WORK
- 3.0 DBE Goal – 20%, VET Goal – 3%, ECP Credit – \$97,978.00
- 4.0 Disclosures and Certifications for Contractor(s) and sub-contractor(s): Must be included with bid, **otherwise the bid will be deemed non-responsive.** Review the section of the **CONSTRUCTION REQUIREMENTS, VOLUME I, page on INSTRUCTIONS AND INFORMATION TO BIDDERS** for additional information.
- 5.0 PROJECT SCHEDULE
 - 5.1 Bid Opening Date – 5/5/2015
 - 5.2 S.P. 104 – Notice To Proceed after award/no earlier than 7/28/2015
 - 5.3 S.P. 103.1 – Contract Completion Date – 12/31/2017
 - 5.4 S.P. 103.3 – Interim Completion Date (per building site for Board up Work) – 48 hours after notice from Tollway
 - 5.5 S.P. 103.4 – Interim Completion Date (per building site for erosion, topsoil and seeding) – 14 days after building removal
- 6.0 LIQUIDATED DAMAGES
 - 6.1 S.P. 105.1.1 – Contract completion (\$2,800 per day)
 - 6.2 S.P. 105.1.3 – Interim completion date (board-up) \$1,400 per day
 - 6.3 S.P. 105.1.4 – Interim completion date (erosion control) \$800 per day
- 7.0 COOPERATION WITH UTILITIES
 - 7.1 Status of Utilities – Contractor’s responsibility to coordinate with all applicable utilities per building demolition site.
- 8.0 COORDINATION WITH IDOT – Permit and bonding requirements/S.P. 106.1



Capital Program

MEETING AGENDA

Meeting date | time 4/16/2015 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

9.0 COORDINATION WITH OTHER AGENCIES:

- 9.1 S.P. 106.2 – Cook County Department of Highways – Permit requirements/14 days advanced notice prior to adjacent work.
- 9.2 S.P. 106.4 – City of Northlake – Permit and bonding requirements/14 days advanced notice prior to adjacent work.
- 9.3 S.P. 106.5 – Village of Elk Grove – Permit and bonding requirements/14 days advanced notice prior to adjacent work.
- 9.4 S.P. 106.6 – City of Des Plaines – Permit and bonding requirements/14 days advanced notice prior to adjacent work.
- 9.5 S.P. 106.7 – Village of Franklin Park – Permit and bonding requirements/14 days advanced notice prior to adjacent work.
- 9.6 S.P. 106.8 – Federal Aviation Administration – Permit requirements/14 days within notice to proceed, permit can be obtained approximately 45 days after submittal.
- 9.7 S.P. 106.9 – SOO Line Railroad d/b/a Canadian Pacific – Permit requirements/at least 5 days advanced notice prior to adjacent work.

10.0 WORKING HOURS – (Included in S.P. 109)

11.0 BUILDING REMOVAL

11.1 Contractor's bid should reflect demolition of all structures on site, removal of all vegetation, retaining walls, sheds, garages, tanks, driveways, sidewalks, patios, equipment, fences, and light poles.

11.2 The Contractor will be paid upon completion of the site security and permanent fencing installation at 10% of the unit price for building removal. The remaining 90% will be pro-rated over the remaining period for demolition and associated work and paid in monthly installments.

12.0 FENCING – Temporary fencing shall be placed around the immediate structures within 48 hours while Permanent fencing shall be placed as directed on the plans and by the Engineer.



Capital Program

MEETING AGENDA

Meeting date | time 4/16/2015 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

13.0 MOWING – The contractor will be responsible to maintain the vegetation growth as directed by the Engineer on an as-need basis.

14.0 SCHEDULE

14.1 The Contractor should refer to the special provision for Prosecution and Progress regarding the schedule requirements.

15.0 MAINTENANCE OF TRAFFIC

15.1 Special Provisions in the Contract:

15.1.1 “Traffic Control and Protection (Arterials)”

15.1.2 “Temporary Information Signing (Tollway)”

15.1.3 “Traffic Control Plan”

15.1.4 “Keeping Arterial Roadways Open to Traffic”

15.1.5 “Failure to Open Traffic Lanes to Traffic”

16.0 ADDENDUM

17.0 QUESTIONS RECEIVED TO DATE –

Q1. Can you please advise if there is Storage Tank, Piping or Pump construction involved with this project?

A1. The properties have not yet been acquired by the Tollway and access is restricted to each site. The contract documents contain the best known information for each site. The Contractors shall bid accordingly.

18.0 Open Discussion

18.1 Contract Document comments are to be received no later than 2:00 p.m. on April 21, 2015.



Capital Program

MEETING SIGN-IN SHEET

Meeting date | time 4/16/2014 10:00 AM | Meeting location Tollway Central Administration Building - Conference Room 219 Engineering

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

ATTENDEES SIGN-IN:

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
1.	DAVE PIENIĄZEK	DSE	STANTEC	dave.pieniazek@stantec.com	512-262-2245
2.	Ryan Heamesullo	PM	ALPAC DEMO	Ryan@knackit.com	630 675 7783
3.	Paul Bychowski	ENGINEER	LAKE Co. GenCorp	pbychowski@lego.com	847-362-2590
4.	Ray Wheeler	PE	WASH Construction	rwheeler@washeng.com	312-547-0457
5.	Victor Gonzales	PM	American Demolition	vgonza@ade-it.com	847-608-0010
6.	KARL HENRY	PM	COLEMAN DEVELOPMENT	KARL.HENRY@COLEMANDEV.COM	773 617 3897
7.					
8.	LAURA NIEMEYER	PM	TOLLWAY	LNIEMEYER@getipass.com	X16210
9.	Brian Connor	PCM	CH2M	bconnor@ch2m.com	773 458 2610
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Capital Program

MEETING MINUTES

Meeting date | time 4/16/2014 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

To: Distribution and all Attendees (See Sign-In Sheet)

PREPARED BY: DLP _ Stantec

ISSUE DATE: 4/23/15

Meeting called to order at 10:00 AM

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
	<p>Introductions: The meeting attendees introduced themselves. The Tollway provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-15-4649 – EOWA Building Removal at various locations in the vicinity of Western Access.</p> <p>The Tollway noted that the minutes to the meeting would be issued to all attendees and plan holders via addendum. It was also noted that questions asked in the meeting will be answered in the meeting and/or via the minutes.</p> <p>The Tollway also stated that the contractor must be prequalified with IDOT and the successful bidder must account for 35% of the work.</p>	N/A	N/A
	<p>Scope of Work: The Tollway referred the meeting attendees to Special Provision (S.P.) 101 and the A-1 page of the Contract Requirements for a detailed description of the scope of work. The Tollway described the scope of work for the project, stating that there are 6 sites (not 7) proposed for demolition, 1 of which has already been acquired by the IDOT.</p>	N/A	N/A
	<p>This contract will require a 20% DBE goal, a 3% VET goal, and has an ECP credit of \$97,978.00</p>	N/A	N/A
	<p>Project Schedule: Stantec indicated that the bid opening date for the contract is May 5, 2015 as indicated on the A- 1</p>	N/A	N/A



Capital Program

MEETING MINUTES

Meeting date | time 4/16/2014 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

Item No.	Item Description	Responsibility	Due Date
	<p>page. In accordance with S.P. 104, the notice to proceed is anticipated after award of the contract and no earlier than July 28, 2015. Referencing S.P. 103 of Volume II of the Contract Requirements, Stantec noted that the Contract Completion Date is described in S.P. 103.1, and requires that all work be completed on or before 11:59 P.M. on December 31, 2017. The Interim Completion dates as described in S.P. 103.3 and S.P. 103.4 are 48 hours after notice from the Tollway to board up the building and 14 days after building removal for erosion control measures for each site, respectively.</p>		
	<p>Liquidated Damages: Stantec referenced S.P. 105 of the Contract Documents for information on the liquidated damages. Contract completion carries a LD of \$2,800 per day, interim completion to board up has a LD of \$1,400 per day, and interim completion for erosion control, topsoil and seeding has a LD of \$800 per day.</p>	N/A	N/A
	<p>S.P. 106 Cooperation with Utilities: Stantec referenced S.P. 106 and stated that it is the Contractor's responsibility to coordinate with all applicable utilities per building site.</p>	N/A	N/A
	<p>S.P. 106.1 Coordination with the Illinois Department of Transportation: Stantec stated that the contractor will be responsible for all permit and bonding requirements per site as stated in section 106.1</p>	N/A	N/A
	<p>S.P. 106.2, S.P. 106.4, S.P. 106.5, S.P. 106.6, S.P. 106.7, S.P. 106.8, S.P. 106.9 Coordination with Cook County Department of Highways, with the City of Northlake, the Village of Elk Grove, the City of Des Plaines, the Village of Franklin Park, with the Federal Aviation Administration, and with the SOO Line Railroad d/b/a Canadian Pacific: Stantec referred the meeting attendees to S.P. 106.2, 106.4, 106.5, 106.6, 106.7, 106.8 and 106.9. The Contractor is required to contact the applicable agencies for construction on/or adjacent to any agency roadway. 14 days advance notice is required prior to performing onsite work.</p>	N/A	N/A



Capital Program

MEETING MINUTES

Meeting date | time 4/16/2014 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
	The Contractor is required to secure all permits from the appropriate agencies for purposes of performing the contract work.		
	S.P. 109 Working Hours: Stantec referred to S.P. 109 for the appropriate working hours for the appropriate agencies.	N/A	N/A
	Building Removal: Stantec referred the meeting attendees to S.P. Building Removal of the special provisions which provides details of what is included in the Building Removal pay item. The Contractor shall remove all buildings and structures from the site that total less than 50,000 sf within 14 days of notification from the Tollway. Any structures over 50,000 sf shall be removed within 30 days.	N/A	N/A
	Fencing: Stantec stated that temporary fencing will be required to be installed 48 hours after notice from the Tollway and that proposed fencing shall be installed as shown on the plans and as directed by the Engineer.	N/A	N/A
	Mowing: Stantec stated that the Contractor will be responsible for maintaining the vegetation growth on each site as directed by the Engineer on an as-needed basis.	N/A	N/A
	Schedule: Stantec stated, The Contractor shall submit a baseline schedule within 14 calendar days of notice to proceed as stated in the special provision for Prosecution and Progress. Once a property is acquired, the contractor will submit an updated schedule to the Engineer for approval.	N/A	N/A
	Maintenance of Traffic: Stantec referred the meeting attendees to the following special provisions: <ul style="list-style-type: none"> • "Traffic Control and Protection (Arterials)" • "Temporary Information Signing (Tollway)" • "Traffic Control Plan" • "Keeping Arterial Roadways Open to Traffic" • "Failure to Open Traffic Lanes to Traffic" 	N/A	N/A



Capital Program

MEETING MINUTES

Meeting date | time 4/16/2014 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
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Addendum: Stantec indicated that an addendum will be issued and is anticipated to include the following items:
Minutes of the pre-bid meeting and questions and answers asked before, during, and after the pre-bid meeting.

N/A

N/A

Questions received to date:

Q1. Can you please advise if there is Storage Tank, Piping or Pump construction involved with this project?

A1. The properties have not yet been acquired by the Tollway and access is restricted to each site. The contract documents contain the best known information for each site. The Contractors shall bid accordingly.

Questions asked during the meeting:

Q1. Will there be access to the buildings prior to the bid opening.

A1. No. Access will not be granted until the properties are owned by the Tollway.

Q2. For parcel 2, it was stated that buildings larger than 50,000 sf will have to be demolished within 30 days. Is that 30 days per parcel, or per structure?

A2. The contractor will have 30 days per structure to demolish structures over 50,000 sf.

Q3. The contract documents state that 4" of topsoil will need to be spread over the demolition site. Is that the entire site or just the disturbed area?

A3. The contractor should include in their bid, 4" of topsoil over the disturbed vegetative areas.

Q4. Will there be asbestos testing for each site prior to the bid opening?

A4. No. The contractor shall incorporate the environmental testing in their unit price for building



Capital Program

MEETING MINUTES

Meeting date | time 4/16/2014 10:00 AM | Meeting location *Tollway Central Administration Building - Conference Room 219 Engineering*

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Niemeyer

Project No.: I-15-4649

Item No.	Item Description	Responsibility	Due Date
	demolition,		

Q5. To clarify, the environmental testing should be included in the Contractor's bid price for building removal, but the remediation if any asbestos is found will be addressed with the allowance item?

A5. Correct. Removal of unidentified hazardous waste will be utilized for asbestos removal if present.

Q6. Will the majority of these properties be acquired in 2016?

A6. At this time it is unknown when the properties will be acquired.

Q7. Other than asbestos, can the allowance pay item for unidentified hazardous waste be used for other materials?

A7. Yes, the removal of unidentified hazardous waste allowance item can be used for materials that are in accordance with the Tollway supplemental specification Article 107.19.

Questions asked after the meeting: None.

The deadline for submitting questions is no later than 2:00 PM on April 21, 2015 as indicated in the Advertisement for Sealed Bids, page A-1 in Volume I of the Contract Requirements.

Next Meeting: 5/5/15 Bid Opening

Please notify the author of the minutes of any corrections and/or clarifications within five (5) business days.

Cc: Attendees and Distribution List

I-15-4649

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ADVERTISEMENT FOR SEALED BIDS
CONTRACT NO: I-15-4649

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 a.m., local time, May 5 2015, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for April 16, 2015 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 207 at 10:00 AM.

The work to be done under this Contract shall be started on or about July 28, 2015. All work under this Contract shall be completed by December 31, 2017.

The work under this Contract shall consist of: 6 commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, asbestos removal and remediation (as necessary), building demolitions, topsoil and seeding, temporary and permanent fencing, sealing abandoned water wells and filling existing septic tanks (as necessary), trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal, mobilization, and other miscellaneous work.

The work under this Contract is to be performed on: the Western Access at various locations, Mile Post 0.2 to Mile Post 5.8, and on I-294 at Mile Post 33.7, in Cook County, Illinois.

Bidders must be pre-qualified by the Illinois Department of Transportation (IDOT). Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). There are NO EXCEPTIONS.

Joint Ventures shall be limited to 3 individually IDOT-pre-qualified members.

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from Accurate Repro, Inc. and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwayplanroom.com. Copies of the 2015 Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2012) can be purchased directly from Accurate Repro, Inc. The 2015 Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2012, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from Accurate Repro, Inc. Copies are in a portable document format (PDF). Bidders with questions or in need of assistance in purchasing Contract Documents are to contact an Accurate Repro, Inc., Customer Service Representative at 630-428-4433, ask for the Plan Room.

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Niemeyer, e-mail: lniemeyer@getipass.com to be received no later than 2:00 PM local time on April 21, 2015

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

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

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

Contract No. I-15-4649
Addendum No. 1

April 27, 2015

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ADVERTISEMENT FOR SEALED BIDS

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

DATE: April 2, 2015

DISCLOSURES AND CERTIFICATIONS

As explained in more detail below, the submittal **MUST** contain either FORMS A or FORMS B or the Bid will be deemed Non-Responsive.

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

FORMS B contains five forms and is only returned by Offerors that have a current IPG registration number.

FORMS A

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

To access Forms A, click on the following link

<http://www2.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.15.2.docx>

- Business and Directory Information.....1.**
- Illinois Department of Human Rights Public Contracts Number.....2.**
- Authorized to Do Business in Illinois3.**
- Standard Certifications4.**
- State Board of Elections5.**
- Disclosure of Business Operations in Iran.....6.**
- Financial Disclosures and Conflicts of Interest.....7.**
- Taxpayer Identification Number8.**

FORMS B

Complete this section only if you **are using** an IPG Registration #

To access Forms B, click on the following link

<http://www2.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.15.2.docx>

- Illinois Procurement Gateway Registration #1.**
- Certification Timely to this Solicitation2.**
- Replacement Certification for IPG Certification #6.....3.**
- Disclosures of Lobbyists or Agent4.**
- Disclosures of Current and Pending Contracts5.**
- Signature.....6.**
- Taxpayer Identification Number7.**

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

Illinois State Toll Highway Authority

SPECIAL PROVISION FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. POLICY STATEMENT

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

II. DEFINITIONS

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

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

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

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

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

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

Disadvantaged Business Enterprise ("DBE") means a business currently certified by the Illinois Unified Certification Program ("ILUCP") pursuant to 49 C.F.R. Part 26, or a business currently certified by the City of Chicago, Illinois or the County of Cook, Illinois, as a Minority or Women-Owned Business ("M/WBE") pursuant to its M/WBE program for construction contracts, Art. IV, § 2-92-650,

et seq., as amended, or a business currently certified by the U.S. Small Business Administration (SBA) pursuant to the Small Business Act as an SBA 8(a) business, owned and operated by a socially and economically disadvantaged person. A DBE is considered to have current certification if the firm is listed in the directory database of the pertinent certifying agency.

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

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

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

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

III. CONTRACTOR ASSURANCE

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

IV. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of 20% of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract,

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

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

Bidders should consult the Illinois Unified Certification Program ("ILUCP") DBE Directory as a reference source for DBEs and the City of Chicago, the County of Cook M/WBE directories as reference sources for M/WBEs in construction certified by the City of Chicago or the County of Cook, or the Small Business Administration SBA 8(a) directory for SBA 8(a)s certified by the Small Business Administration. Only firms certified by the IL-UCP, the City of Chicago, the County of Cook, or the Small Business Administration **at the time of bid opening** are eligible to be considered for contract award to either meet the contract goal or establish the bidder's good faith efforts to do so.

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

VI. BIDDING PROCEDURES

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

A. Submission of the Disadvantaged Business DBE Utilization Plan

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

The only exception to this requirement is the case where a prime bidder is also a DBE, is certified to perform a portion of the contract work as indicated on the DBE's Certification submitted at time of bid, and will meet the DBE goal via a self-performance requirement on the contract greater than or equal to the DBE goal for the contract.

Otherwise, if the DBE Utilization Plan is not submitted at time of bid, then the bid will be deemed non-responsive. If the bid is deemed non-responsive due to a failure to submit a DBE Utilization Plan or failure to comply with the bidding procedures set forth herein, ISTHA may elect to cause the

forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids.

The DBE Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or demonstrate and document its good faith efforts to meet the goal. The DBE Utilization Plan shall further provide the name, telephone number, email address, and telefax number of a responsible official of the bidder designated for purposes of notification of DBE Utilization Plan approval or disapproval under the procedures of this Special Provision. If the bidder is a DBE Joint Venture, each Joint Venture partner must provide the attestation to the DBE Utilization Plan.

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

The Utilization Plan must include a DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on Form 2025 must be provided, including but not limited to:

1. The name and address of each DBE to be used;
2. A full description, including pay item numbers for DBEs or associated pay items for trucking services, of the commercially useful function to be performed by each DBE. Descriptions such as "miscellaneous" and prices such as "lump sum" are not acceptable. Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time that those pay items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization, will not be approved within the DBE Utilization Plan;
3. The price to be paid to each DBE for the identified work, specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, the Form must indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
4. A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform a commercially useful function on the project; and
5. If the bidder is a joint venture comprised of DBEs and non-DBEs, the Plan must also include a clear identification of the portion of the work to be performed by the DBE joint venture partner(s).

If the bidder is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in subsection D below.

The contract will not be awarded until the DBE Utilization Plan, including if applicable, the bidder's good faith efforts to meet the goal, is approved by ISTHA. The DBE Utilization Plan will be approved if it demonstrates that DBEs will be used to perform a commercially useful function sufficient to meet the contract goal, or that the bidder made sufficient good faith efforts, as defined

in this Special Provision, to meet the goal. If the DBE Utilization Plan is not approved because it is not complete due to a technical matter, unless waived by ISTHA, the bidder will be notified and will be allowed to appeal the decision as provided in this Special Provision.

B. Counting DBE Participation

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

1. The entire amount of that portion of work that the DBE is certified to perform, as indicated on the DBEs Letter of Certification, and that is performed by the DBE's own forces either as the Contractor or a subcontractor shall be counted, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate). **Work that the DBE subcontracts to a non-DBE does not count toward the DBE goal.**
2. The entire amount of fees or commissions charged by a DBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
3. One hundred percent of the cost of trucking services utilized on the contract shall be counted, provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will only be applied for trucking activity to and from the ISTHA job site. Credit will be given for the following: (1) the DBE may lease trucks from another DBE, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. (2) The DBE may also lease trucks from a non-DBE, including from an owner-operator. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE for trucks that are leased from a non-DBE.
4. When a DBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the DBE with its own forces and for which it is separately at risk, shall be counted. A Joint Venture may also count the dollar value of work subcontracted to DBEs other than the DBE Joint Venture partner(s). Work performed by the forces of the non-DBE joint venture partner shall not be counted toward the DBE goal. The Tollway will evaluate the Joint Venture agreement, which must be submitted with the DBE Utilization Plan, for conformance with this Special Provision and eligibility for credit towards meeting the goal. The agreement must describe in detail the financial contribution of each partner; the list of personnel and equipment contributed and used by each partner; the responsibilities of each partner for each aspect of the joint venture; if applicable, the bonding capacity of each partner; if applicable, the prequalification status of each partner; the basis and distribution of all profits and losses; and any other elements deemed relevant by the Tollway.

5. One hundred percent of the cost of the materials obtained from a DBE Manufacturer, as that term is defined in 49 C.F.R. § 26.55(e) shall be counted towards the DBE contract goal. Sixty-percent of the cost of the materials or supplies obtained from a DBE Regular Dealer or Supplier, as those terms are defined in 49 C.F.R. § 26.55(e), shall be counted towards the DBE contract goal. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted towards the DBE contract goal only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.

6. One hundred percent credit will be counted towards the DBE contract goal for the value of fees and commissions for the procurement of materials and supplies if the DBE is not a regular dealer or manufacturer, provided such fees or commissions are determined by the Tollway in its sole discretion to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials or supplies themselves shall be counted towards the contract goals.

7. If a firm's certification is revoked by its certifying agency during its performance on a contract, the dollar value of work performed under this contract with that firm after it has ceased to be certified shall not be counted.

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

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

C. Demonstrating Commercially Useful Function

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

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

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

3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work

involved, ISTHA will presume that the DBE is not performing a commercially useful function. When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE and the Contractor may present evidence to rebut this presumption.

D. Good Faith Efforts Procedures

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

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

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

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

1. Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the bidder. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than 5 calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Negotiating in good faith with interested DBEs.

a. Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the Contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

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

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

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

VII. CONTRACT COMPLIANCE

A. Forms to be Submitted

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

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

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

B. Changes to the DBE Utilization Plan

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

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

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

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

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope or schedule;
5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
8. Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

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

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

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

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

C. The submission of the DBE Payment Report

Form 2114, the DBE Payment Report, or such other form or format as specified by the Tollway, must be submitted as specified in the DBE Form 2114 instructions. Payment will not be accepted nor processed without a completed DBE Form 2114 as part of its submission as required.

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

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

VIII. SANCTIONS

The Tollway will periodically review the Contractor's compliance with this Special Provision and the terms of its contract with the Contractor, including the DBE Utilization Plan. Without limitation, the Contractor's failure to comply with this Special Provision or its DBE Utilization Plan, failure to cooperate in providing information regarding its compliance with this Special Provision or its DBE Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status of DBEs, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and may result in damages to the Tollway. Such breach or damages entitle the Tollway to declare a default, terminate the contract, impose liquidated damages or exercise those remedies provided for in the contract or at law or in equity.

Sanctions may include, but are not limited to, monetary sanctions, including non-release of retainage; the monetary cost of audits resulting in findings of noncompliance; liquidated damages based on the damage to the Tollway from the Contractor's lack of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the Contractor in its DBE Utilization Plan and the amount

actually paid to DBEs; deeming the Contractor non-responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

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

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

IX. INACCURATE OR FRAUDULENT REPORTING

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

X. OTHER REGULATIONS

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



(1) POLICY -

It is ISTHA's policy that Disadvantaged Business Enterprises (DBEs) as defined in the Special Provision shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the Special Provision apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that DBEs as defined in the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the Special Provision to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. The Contractor shall not discriminate on the basis of any protected category identified by law in the award and performance of contracts.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description BUILDING REMOVAL ELGIN O'HARE WESTERN ACCESS TOLLWAY VARIOUS LOCATIONS IN VICINITY OF WEST ACCESS
 Contract Number 1-15-4649 Bid Due Date MAY 5, 2015
 Prime Contractor LAKE COUNTY GRADING CO. LLC. Core Amount: _____

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the DBE Contract Goal and will provide Disadvantaged Business Participation as follows:

TOTAL DBE COMMITMENT: \$	<u>850,000.00</u>	DBE PERCENT OF CORE BID AMOUNT:	<u>22.97</u>	%
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Meet or exceed the DBE Contract Goal because PRIME BIDDER IS A DBE:

TOTAL DBE COMMITMENT: \$		DBE PERCENT OF CORE BID AMOUNT:		%
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Attached are the signed Statements required by the Special Provision committing to the use of each DBE participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$		AND PERCENTAGE		%
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The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request. Also attached is DBE Form 2025 - Participation Statements for each participating DBE indicating the level of participation.

LAKE COUNTY GRADING CO. LLC.
 Company Name/Date
 By: DAVE MESERVEY - CHIEF ESTIMATOR
 Company Representative/Title

The "as-read" Low Bidder is required to comply with the Special Provision. Submit only one DBE Utilization Plan for each Project. The DBE Utilization Plan and Participation Statement(s) (DBE Form 2025), with original signatures, are to be submitted with the Bid. Each DBE company listed on a DBE Participation Statement must be listed in a certifying agency's database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, will require resubmission of both DBE Forms 2025 and 2026.



Illinois Department of Transportation

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

April 10, 2015

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Kelli A. Pawlik
Alpine Demolition Services, LLC
3515 Stern Ave.
St. Charles, IL 60174

Dear Ms. Pawlik:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Alpine Demolition Services, LLC and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

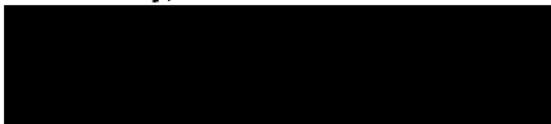
In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

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

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

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

Sincerely,



Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises



CONTRACT I-15-4649

DBE FIRM NAME ALPINE DEMOLITION SERVICES, LLC

DBE MBE WBE SBA 8(A)

PRIME JV PARTNER SUBCONTRACTOR X TRUCKER SUPPLIER MANUFACTURER

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

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

Table with 7 columns: ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT(S), EFFECTIVE DATE, TOTAL DBE CREDIT AMOUNT(S). Row 1: Z0007602 Building Removal No. 2, 1, \$850,000.00, \$850,000.00, \$850,000.00. Totals for this DBE firm: \$850,000.00.

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount. Demolish building only, no site work.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor.

Signature for Prime Contractor: [Redacted] Chief Estimator
Date: 5/5/15
Contact: Dave Meservey
Phone: 847-362-2590
Firm Name: Lake County Grading Company, LLC
Address: PO Box L, Libertyville, IL 60048

Signature: [Redacted] PRESIDENT
Date: 4/30/15
Contact: KELLI PAWLIK
Phone: 630-761-0700
Firm Name: ALPINE DEMOLITION SERVICES, LLC
Address: 3515 STERN AVENUE, ST. CHARLES, IL 60174



DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

Good Faith Efforts Checklist

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

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

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

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

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

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

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

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

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

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____



DBE FORM 2023

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

Project name: _____ Project number: _____

Bidder name: _____ Contact person: _____

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

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

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

Print Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Signature: _____

Date: _____



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FORM 2024 - DBE Trucking Reporting and Verification Form

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

SECTION A: to be completed by Prime Contractor

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

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

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

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

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

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

Signature /Date of Construction Manager (CM)

Diversity Verification Initials / Date



ISTHA DBE Utilization by Period Report – DBE Form 2114

General Information

1	Report Date	
2	Contract No.	
3	Contract Description	
4	Contractor Name	
5	Current Pay Estimate No.	
6	Pay Estimate(s) Covered	
7	Reporting Period	through

Contract Financials (cumulative)

8	Original Contract Amount (\$)	
9	Adjusted Contract Amount (\$)	

DBE Financials (cumulative)

10	Current DBE Commitment (\$)	
11	Current DBE Commitment (%)	
12	Overall DBE % Paid-To-Date	
13	Overall DBE % Projected-To-Date	

Progress Payment Summary

		Current Period	To-Date
14	Paid to DBE contractors/suppliers (\$)	14(a)	14(b)
15	Projected for DBE contractors/suppliers		

Progress Payment Detail

16	DBE subcontractor/supplier name #1		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #2		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #3		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date



ISTHA DBE Utilization by Period Report – DBE Form 2114

21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #4		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	DBE subcontractor/supplier name #5		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

Notes:

- “Projected amount” is understood to mean, based upon presently available data, that amount which is calculated, estimated, or predicted to be part of the approved DBE commitment for this contract.
- All subcontractors (including 2nd and 3rd tier) must be reported on the DBE 2114 in order to receive DBE credit.

Affidavit

For and on behalf of _____, I, _____	
(25) – Printed Company Name	(26) – Printed Name of Agent
Its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 & 2026.	
27	Title of Agent:
28	Signature of Agent:
28	Date of Signature:

Payer / Preparer / Prime

30	Name:
31	Title:
32	Email Address:
33	Phone No.:



ISTHA DBE Final Payment Report – DBE Form 2115

General Information

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

Prime Contactor Information

4	Prime Contractor:	
5	Address:	
6	Telephone:	

Subcontractor Information

7	Subcontractor:	
8	Address:	
9	Telephone:	

DBE Financials

10	Original DBE Commitment (\$):	
11	Original DBE Commitment (%):	
12	Overall Percent Complete:	

Subcontractor Payment

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

Subcontractor Work during Contract:

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

(27) Explanations

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

Prime Contactor

28	Name of Agent:	
29	Title of Agent:	
30	Signature of Agent:	
31	Date of Signature:	

Subcontractor

32	Name of Agent:	
33	Title of Agent:	
34	Signature of Agent:	
35	Date of Signature:	



Capture Application Request for CM Login/Password

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

request a **Login and Password** for the DBE/EEO Capture Application for Construction Manager (company name) _____.

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

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

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

# _____ [] add [] remove	# _____ [] add [] remove	# _____ [] add [] remove
# _____ [] add [] remove	# _____ [] add [] remove	# _____ [] add [] remove

Any party reviewing this DBE/EEO data must certify that they have the authority to provide the information contained therein and that the information is complete and accurate.

Print Name: _____

Date _____

User Signature: _____

Date _____

Print Company Name: _____

Date _____

Construction Managers Signature: _____

Date _____

Affidavit: <i>For and on behalf of</i> _____ <div style="text-align: center;">(Printed Company Name)</div> I, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div> and authority to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	_____
Signature of Agent:	_____
Date of Signature:	_____

For ease of response, please e-mail this request from the email account listed above to:
dbes@getipass.com or form0003wfa@getipass.com

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

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

To promote equality of employment opportunity for minority and female tradespersons on Illinois State Toll Highway Authority (ISHTA or "Tollway") capital construction projects. In its efforts to achieve this equality, it is the desire of ISTHA to follow the guidelines as instituted by the United States Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") as established through Executive Order 11246 and by Title VII of the Civil Rights Act of 1964.

II. CONTRACTOR ASSURANCE:

The Contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract in compliance with 42 U.S.C § 2000e, *et seq.* Discrimination is the unfair treatment or denial of normal privileges to persons because of their race, age, nationality, sex, sexual orientation, physical condition, religion or any other characteristic protected by law. The Tollway encourages the prompt reporting of incidents of suspected discrimination, harassment or retaliation, regardless of the offender's identity or position. Any Contractor who fails to carry out these requirements is in material breach of this contract, which may result in the termination of this contract such other remedy, as the Tollway deems appropriate.

III. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

At least 19.6 percent by minorities, as defined herein; and

At least 6.9 percent by women.

IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

- AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- ASIAN INDIAN:** Persons whose origins are from India, Pakistan, or Bangladesh.
- ASIAN PACIFIC:** Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Northern Marinas.
- HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish

culture or origin, regardless of race.

NATIVE AMERICANS: Persons who are American Indians, Eskimos, or Native Hawaiians.

V. CALCULATING EEO CREDIT TOWARDS THE GOALS:

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

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

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

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

VI. EEO FORM 0003 WORKFORCE ANALYSIS.

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

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically before transmittal of each pay estimate commencing with the third pay estimate and every odd pay estimate thereafter. EEO Form 0003 is to reflect all hours worked by trade by the Contractor and all subcontractors during the time period covered in the previous pay estimate. Failure to submit the EEO 0003 Report electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

The Supplement to EEO 0003 for quarterly reporting must also be submitted electronically to the Tollway. Hard copy reports will not be accepted. This Supplement is due by the fifteenth of each month following the end of the quarter (April 15 for quarter ending March 31, July 15 for

quarter ending June 30, October 15 for the quarter ending September 30 and January 15 for the quarter ending December 31). Construction Managers will verify timely submission of this report when their review coincides with the quarterly reporting period, as indicated on the Pay Estimate Checklist.

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

The Contractor is required to identify an individual responsible for all EEO related reporting issues and the electronic submission of reports to the Tollway. By the submission of such reports by the individual so identified, the Contractor certifies that the information contained in the reports is complete and accurate.

VII. SUBCONTRACTOR OBLIGATIONS:

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

VIII. GOOD FAITH EFFORT PROCEDURES:

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

IX. CORRECTIVE ACTION PLAN:

The Corrective Action Plan must show that the Contractor took all necessary and reasonable steps to achieve the established EEO goals. Necessary and reasonable steps are those that could reasonably be expected to employ and retain a sufficient number of minority and female trade workers to meet or exceed the federally established EEO goals for the Chicago area. The Tollway will consider the quality, quantity and intensity of the kinds of efforts that the Contractor and its subcontractors have made throughout the life of the contract. Mere pro forma efforts are not good faith efforts; rather, the Contractor and its subcontractors are expected to have taken those efforts that would be reasonably expected of a Contractor and its subcontractors who are actively and aggressively trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

X. AMENDED CORRECTIVE ACTION PLAN:

If the Illinois Tollway determines that the Contractor has not made a good faith effort to meet the EEO goals, the Tollway will notify the Contractor of that preliminary determination by contacting the responsible company official designated in the Corrective Action Plan. The

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

XI. DETERMINATION OF NON-COMPLIANCE:

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

XII. ADMINISTRATIVE RECONSIDERATION:

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

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, explaining the basis for finding that the Contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the Contractor. A final decision that a good faith effort was not made shall render the Contractor in breach as non-compliant with its contract with the Tollway and may subject the Contractor to sanctions under Section XIII.

XIII. SANCTIONS:

The Contractor's failure to achieve its EEO goals or to demonstrate good faith efforts towards meeting those goals may subject the Contractor to administrative sanctions. These sanctions include, but are not limited to, monetary sanctions, including non-release of retainage, and other reasonable sanctions as are permitted by law or equity. In imposing sanctions, the Tollway will consider the bona fide efforts of the Contractor to meet the EEO goals, its history of good faith efforts on other Tollway contracts, the size of the contract, the degree to which the Contractor fell below the EEO goals, and other factors deemed relevant by the Tollway.

Sanctions for non-compliance may include, but are not limited to deeming the Contractor as non-responsible with respect to future business with the Tollway. Thus, a Contractor's repeated failure to meet its EEO obligations on Tollway contracts can be grounds for the Tollway to not award future contracts to the Contractor.

XIV. INACCURATE OR FRAUDULENT REPORTING:

Contractors and subcontractors have a duty to accurately report information pursuant to this Special Provision. A Contractor or subcontractor who fails to supply accurate information may be subject to sanctions imposed by the Tollway under Section XIII. A Contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions. A Contractor must maintain and make available pursuant the Record Retention and Audit Clause of this contract adequate books, records, and supporting documents to verify the accuracy of the information supplied to the Tollway pursuant to this Special Provision.

XV. OTHER REGULATIONS:

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



*(1) Contract# [REDACTED]

*(3) Reporting Period [REDACTED] - [REDACTED]

*(2) Pay Estimate# [REDACTED]

*(9) Percentage Complete [REDACTED]

*(10) Mobilization Date [REDACTED]

*(4) Company Name [REDACTED]

*(11) Work Performed [REDACTED]

*(5) Address [REDACTED]

No Hours to Report [REDACTED]

*(App.) APPRENTICE HOURS [REDACTED]

*(6) City, State, Zip [REDACTED]

*(7) Contact [REDACTED]

*(8) Contractor Type [REDACTED]

(*) INDICATES REQUIRED FIELD(S)

KEY: * Hours of Managers, Supervisors, Foremen or Clerical personnel are NOT included in Table (A).
 * Class excluded from trade in the 3 days before 12:00 AM.

ACTUAL TOTAL HOURS BY GENDER AND ETHNICITY											
GRAND TOTAL ALL MALES						GRAND TOTAL ALL FEMALES					
0.00						0.00					
TOTAL MINORITY MALE ONLY						TOTAL MINORITY FEMALE ONLY					
0.00						0.00					
(12) TOTAL ALL EMPLOYEES						(13) TOTAL MINORITY MALE/FEMALE					
0.00						0.00					
% Minority % Female	African American		Asian/Pacific Islander		Amer. Indian/AK Native		Hispanic		White		
	M	F	M	F	M	F	M	F	M	F	
TABLE (A)											
TABLE (B)											
SUBTOTALS											

(14) Job Categories	(15) African American		(16) Asian/Pacific Islander		(17) Amer. Indian/AK Native		(18) Hispanic		(19) White		(20) Total Hours by trade	
	M	F	M	F	M	F	M	F	M	F	M	F
Managers												
Supervisors/Foremen												
Clerical												
Working Foreman												
Equip. Operators												
Bricklayers												
Truck Drivers												
Ironworkers												
Carpenters												
Cement Masons												
Electricians												
Crn. Iron Workers												
Painters												
Laborers												
Traffic Safety Worker												
** Plz. Trades Work												

YES MUST BE SELECTED ABOVE TO INCLUDE APPRENTICE HOURS IN TOTALS												

TABLE (A) - ACTUAL NON APPRENTICE EMPLOYEE HOURS

TABLE (B) - ACTUAL APPRENTICE EMPLOYEE HOURS

(21) Narrative Box: Summarize efforts taken to meet EEO goals during current reporting period.

*(22) Prepared by (Name and Title of Contractor's Representative) [REDACTED]

*(23) E-Mail Address [REDACTED]

*(24) Phone # [REDACTED]

Illinois State Toll Highway Authority
Quarterly Supplement to EEO Form 003 Report of Workforce Hours
(To be submitted no later than the 15th of the month after the end of the quarter)

Contract #: _____ Date: _____

Contract Description: _____

Prime Contractor Name: _____

Construction Manager Name: _____

For the period: ___ / ___ / _____ to ___ / ___ / _____ the following represents the total number of individuals on-site in the combined workforce of the prime and all subcontractors who worked on the above indicated contract number. Indicate number by each listed category; this information is as a supplement to the total hours submitted electronically via Capture on EEO Form 003.

	Total # of Individuals
Female	_____
African American/Black	_____
Hispanic/Latino	_____
Asian American	_____
Native American/Alaskan Native	_____
Native Hawaiian/Pacific Islander	_____

Prepared by:

Name and Title of Prime Contractor's Representative

Email Address: _____ Telephone #: _____

This form is to be submitted by the Prime Contractor via Capture by the 15th of the month after the end of the quar

Date: 5/13/2015
 To: Contact Name: Dave Meservey
 Contractor Company Name: Lake County Grading Company
 From: Maria Limonciello
 DBE Program Manager

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

Subject: DBE Plan Review	Date Original Plan Submitted: 5/5/2015	Revision # 0
Contract # I-15-4649	Established DBE Goal: 20.00 %	
Contract Description: Building Removal, Elgin O'Hare Western Access Tollway, Various Locations		

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

Notes:

DBE Plan as Submitted by apparent low bidder:									
Contract Award Amount		\$3,700,420.00							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Alpine Demolition Services, LLC	SB	D/WBE	Building Removal	\$850,000.00	\$850,000.00	22.97 %	City of Chicago	F	Caucasian
Total # of subcontracts: 1				TOTAL	\$850,000.00	\$850,000.00	22.97 %		
Total # of subcontractors: 1				Total %	22.97 %	22.97 %			

CORPORATION SIGNATURE FORM

At a meeting on January 2, 2015, the Board of Directors
of Lake County Grading Company, LLC adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Michael Wolff
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Lake County Grading Company, LLC
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. I-15-4649.”

I, David Meservey, Secretary of the aforesaid corporation,
do hereby certify that the foregoing is a true and correct copy of a Resolution
adopted as above set forth.

(Corporate Seal)

5/22/15

Date


Secretary

LAKE COUNTY GRADING COMPANY, LLC



We improve the earth for you!

32901 N. Highway 21, P.O. Box L, Libertyville, IL 60048

Phone: (847) 362-2590

Fax: (847) 362-9460

CERTIFIED COPY OF CORPORATE RESOLUTION

At a Member meeting of LAKE COUNTY GRADING COMPANY, LLC, held
12/15/14 all Managing Members and Members of the Corporation,
being present, the following resolution was proposed, seconded and unanimously adopted:

RESOLVED that Michael Wolff, Managing Member
of the Corporation shall have the power on behalf
of the Corporation to execute this document and that
he has not participated, and will not participate, in
any action contrary to that above.

I, Mark D. Reich, do hereby certify that I am a duly authorized Managing Member of LAKE
COUNTY GRADING COMPANY, LLC, an Illinois corporation, and that the above resolution
is still in full force and effect as of the date of signing this certified resolution.


Mark D. Reich

SEAL

Dated:

LAKE COUNTY GRADING COMPANY, LLC



We improve the earth for you!

32901 N. Highway 21, P.O. Box L, Libertyville, IL 60048

Phone: (847) 362-2590 Fax: (847) 362-9460

CERTIFIED COPY OF CORPORATE RESOLUTION

At a Member meeting of LAKE COUNTY GRADING COMPANY, LLC, held
12 / 15 / 14 all Managing Members and Members of the Corporation,
being present, the following resolution was proposed, seconded and unanimously adopted:

RESOLVED that David Meservey, Member of the
Corporation shall have the power on behalf of the
Corporation to witness the execution of this
document and that he has not participated,
and will not participate, in any action contrary to that above.

I, Mark D. Reich, do hereby certify that I am a duly authorized Managing Member of LAKE
COUNTY GRADING COMPANY, LLC, an Illinois corporation, and that the above resolution is still
in full force and effect as of the date of signing this certified resolution.


Mark D. Reich

SEAL

Dated:

STATE OF ILLINOIS

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

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

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

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

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** Forms for the Utilization Plan (VOSB Form 2026), VOSB Participation Statement (VOSB Form 2025) and Good Faith Efforts (VOSB Form 2023) are included. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

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

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**
2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency

may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The Contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
 - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.
 - 5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.
 - 5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
 - 5.4. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:

- 5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.5. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.6. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
 - 5.7. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
- 6. Good Faith Effort Procedures: Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal,**

Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
 - 6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
 - 6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
 - 7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
 - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2. Failure of performance;
 - 7.3.3. Financial incapacity;
 - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;
 - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;
 - 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or

7.3.8. Decertification of the certified VOSB/SDVOSB vendor.

- 7.4.** If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5.** Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9.** The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10.** The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.



(1) POLICY -

It is ISTHA's policy that **Veteran Owned Small Business Enterprises (VOSBs)** as defined in the **STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN** shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the **STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN** apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that VOSBs as defined in the **STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN** have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the **STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN** to ensure that VOSBs have the maximum opportunity to compete for and perform under this contract.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description _____

Contract Number _____

Bid Due Date _____

Prime Contractor _____

Core Amount: _____

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the VOSB Contract Goal and will provide **Veteran Owned Small Business** Participation as follows:

TOTAL VOSB COMMITMENT: \$ _____

VOSB PERCENT OF CORE BID AMOUNT: _____

% _____

Meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB:

TOTAL VOSB COMMITMENT: \$ _____

VOSB PERCENT OF CORE BID AMOUNT: _____

% _____

Attached are the signed Statements required by the **STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN** committing to the use of each VOSB participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$ _____

AND PERCENTAGE _____

% _____

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the **STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN** in support of this request. Also attached is VOSB Form 2025 - Participation Statements for each participating VOSB indicating the level of participation.

Company Name/Date

By: _____
Company Representative/Title

The "as-read" Low Bidder is required to comply with the **STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN**. Submit only one VOSB Utilization Plan for each Project. The VOSB Utilization Plan and Participation Statement(s) (VOSB Form 2025), with original signatures, are to be submitted with the Bid. Each VOSB company listed on a VOSB Participation Statement must be listed in CMS' database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, may require resubmission of both VOSB Forms 2025 and 2026.



Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2026 - VOSB UTILIZATION PLAN, PART 1 of 2

(1) POLICY -

It is ISTHA's policy that Veteran Owned Small Business Enterprises (VOSBs) as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN shall have the maximum opportunity to participate in the performance of contracts. Consequently the requirements of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN apply to this contract.

(2) OBLIGATION -

The Contractor agrees to ensure that VOSBs as defined in the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN have the maximum opportunity to participate in the performance of contracts or subcontracts. The Contractor shall take all necessary and reasonable steps in accordance with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN to ensure that VOSBs have the maximum opportunity to compete for and perform under this contract.

(3) PROJECT AND BID IDENTIFICATION -

Complete the following information concerning the project and bid:

Project Description BUILDING REMOVAL EUGEN O'HARE WESTERN ACCESS TOLLWAY VARIOUS LOCATIONS IN VICINITY OF WEST ACCESS
 Contract Number 1-15-4649 Bid Due Date MAY 5, 2015
 Prime Contractor LAKE COUNTY GRADING CO. LLC Core Amount: _____

(4) ASSURANCE -

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure The Illinois State Toll Highway Authority that on this project my company will: (check one):

Meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as follows:

TOTAL VOSB COMMITMENT: \$ 120,000.00 VOSB PERCENT OF CORE BID AMOUNT: 3.24 %

Meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB:

TOTAL VOSB COMMITMENT: \$ _____ VOSB PERCENT OF CORE BID AMOUNT: _____ %

Attached are the signed Statements required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN committing to the use of each VOSB participating in this Plan and assuring that each business will perform a commercially-useful function in the work of the contract.

Request a waiver of the Contract Goal.

DOLLAR AMOUNT OF WAIVER REQUEST: \$ _____ AND PERCENTAGE _____ %

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN in support of this request. Also attached is VOSB Form 2025 - Participation Statements for each participating VOSB indicating the level of participation.

LAKE COUNTY GRADING CO. LLC.
Company Name/Date

By: DAVE MESERVEY - CHIEF ESTIMATOR
Company Representative/Title

The "as-read" Low Bidder is required to comply with the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN. Submit only one VOSB Utilization Plan for each Project. The VOSB Utilization Plan and Participation Statement(s) (VOSB Form 2025), with original signatures, are to be submitted with the Bid. Each VOSB company listed on a VOSB Participation Statement must be listed in CMS' database at the time of bid submission to be considered acceptable. Please provide proof of certification with the bid.

Any Subsequent changes, once approved by the Diversity and Strategic Development Department, may require resubmission of both VOSB Forms 2025 and 2026.

CMS

ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

January 12, 2015

David M Rambhajan
Industria Inc
2856 North Campbell Ave.
Chicago, IL 60618-7902

Certification Term Expires: January 6, 2016

RECEIVED
JAN 12 2015
INDUSTRIA INC.

Re: MVBE Recognition Certification Approval
(United States Department of Veterans Affairs -
Center for Veterans Enterprise (CVE))

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Veteran Business Enterprise (MVBE) under the Illinois Veterans Business Program (VBP).

VBP accepts the United States Department of Veterans Affairs - Center for Veterans Enterprise's certification regarding your business status. This certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veterans Affairs - Center for Veterans Enterprise.

At least 60 days prior to the anniversary day of your certification, you will be notified by VBP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation in State contracts will be credited only toward Minority Veteran Business Enterprise goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Illinois Veterans Business Program (VBP) in the specialty area(s) of:

SERVICES, MISC.
ELECTRICAL SUPPLIES, MISC.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Illinois Veterans Business Program (VBP). We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutierrez
Certification Manager
Illinois Veterans Business Program

(V71MVB)

Vertical text on the right edge of the page, likely a scanning artifact or page number.



CONTRACT # I-15-4649

VOSB FIRM NAME: Industria Construction Services, Inc.
 CIRCLE ALL THAT APPLY: VOSB SDVOSB ETHNICITY: Af-Am As In As Pac Hisp Cauc GENDER: M F

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
	Labor, Material & Equipment Services					
Z0007602	Building Removal No 2	1	\$120,000.00	\$120,000.00		\$120,000.00
TOTALS FOR THIS VOSB FIRM:						\$120,000.00

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

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

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

Chief Estimator
 Signature for Prime Contractor _____ Title
 Date: May 5, 2015
 Contact: Dave Meservey
 Phone: 847-362-2590
 Firm Name: Lake County Grading Company, LLC
 Address: PO Box L, Libertyville, IL 60048

President
 Signature for VOSB Contractor _____ Title
 Date: May 4, 2015
 Contact: David Rambhajan
 Phone: 773-697-0190
 Firm Name: Industria Construction Services
 Address: 2856 N. Campbell Ave. Chicago, IL 60618

VOSB FORM 2023**Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal**

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

Good Faith Efforts Checklist

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

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

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

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

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

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

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

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



VOSB FORM 2023 page 2

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

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

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

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

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____



VOSB FORM 2023

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

Project name: _____

Project number: _____

Bidder name: _____

Contact person: _____

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

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

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

Print Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Signature: _____

Date: _____

Date: 5/13/2015
 To: Contact Name: Dave Meservey
 Contractor Company Name: Lake County Grading Company
 From: Maria Limonciello
 DBE Program Manager

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

Subject: VOSB Plan Review	Date Original Plan Submitted: 5/5/2015	Revision # 0
Contract # I-15-4649	Established VOSB Goal: 3.00 %	
Contract Description: Building Removal, Elgin O'Hare Western Access Tollway, Various Locations		

Contractor's plan as submitted meets the established VOSB goal for this contract

Notes:

VOSB Plan as Submitted by apparent low bidder:									
Contract Award Amount		\$3,700,420.00							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Industria, Inc.	SB	VOSB	Building removal	\$120,000.00	\$120,000.00	3.24 %	CMS	M	Asian Indian
Total # of subcontracts: 1				TOTAL	\$120,000.00	3.24 %			
Total # of subcontractors: 1				Total %	3.24 %	3.24 %			

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
EARNED CREDIT PROGRAM

I. OBJECTIVE OF THE EARNED CREDIT PROGRAM: To encourage union contractors, subcontractors and fabricators to sponsor into applicable unions and employ and retain qualified and eligible disenfranchised African Americans, Hispanics, females, ex-offenders and veterans referred to them by the Tollway.

This Earned Credit Program ("ECP") is applicable only to the Tollway's Congestion Relief Program, including the Tomorrow's Transportation Today plan adopted by the Tollway on November 20, 2008, as amended.

II. CONTRACTOR ASSURANCE: The Contractor agrees to include the following assurance in each subcontract that the Contractor signs with a subcontractor: "The contractor or subcontractor shall not discriminate on the basis of race, sex, color, veteran status, national origin, or sexual orientation in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Illinois Tollway deems appropriate."

III. DEFINITIONS:

- A. **ILLINOIS workNet /Illinois Department of Employment Security:** State of Illinois program that receives Workforce Investment Act funding to provide program eligibility and suitability assessments to individuals seeking employment and training services and supportive services to enhance the individual's success in securing and retaining employment.
- B. **TOLLWAY:** The Illinois State Toll Highway Authority.
- C. **DISENFRANCHISED:** Individuals who meet the Workforce Investment Act eligibility criteria.
- D. **ELIGIBLE:** representative reviews applicable documentation to determine economic eligibility, as defined by the Workforce Investment Act, (administered by the Department of Commerce and Economic Opportunity) as well as evidence of U.S. citizenship or legal residence in the state, selective service registration as applicable, dislocated/displaced worker status, and other employment barriers.
- E. **QUALIFIED:** Individual who meets basic union requirements as identified by the specific trade union or local thereof.
- F. **SUITABILITY:** Illinois workNet provides extensive career counseling modules and counseling and makes an official determination of the likelihood of an individual's success in a particular career choice based on test scores and verbal responses to targeted questions.
- G. **TOLLWAY REFERRALS:** Individuals referred to the Tollway by various agencies via community and faith-based networks that are determined to be candidates for the Earned Credit Program, have successfully completed a three-phase screening process, are drug free and are otherwise suitable candidates for construction-related employment opportunities.
- H. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- I. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American or other Spanish culture or origin, regardless of race.
- J. **EX-OFFENDER:** Individuals who have a criminal record.
- K. **ASIANS:** Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, or the U.S. Trust Territories of the Northern Marianas.
- L. **VETERANS:** Individuals who have served in the U.S. military and are in possession of a DD214 Form.
- M. **BASE BID:** The bid amount excluding bid credits. The successful bidder will be awarded the base bid amount.
- N. **BID CREDIT:** Bid credit earned through sponsoring, employing and retaining Illinois Tollway referrals.
- O. **AWARD CRITERIA:** Contractor's base bid minus earned bid credit subject to the Earned Credit Cap identified for each solicitation.
- P. **EARNED CREDIT CERTIFICATE:** A numbered and notarized document that identifies contractor's name, Earned Credit Program participant(s) names and each individual's employment time frame along with applicable credit earned.

- Q. **WAGES EARNED:** Gross wages (excluding fringe benefits) earned by the Earned Credit Program participant(s) from the original hiring contractor/fabricator.
- R. **WORKFORCE INVESTMENT ACT (WIA):** Signed into law in 1998; creates and funds services provided through the Illinois Department of Employment Security, Illinois workNet.

IV. EARNED CREDIT PROGRAM INCENTIVES: All union contractors and fabricators interested in participating in the Earned Credit Program may earn bid credits which may be applied to Tollway construction contracts advertised for public bidding.

Only the original contractor/fabricator who sponsored and employed a Tollway referral as part of the ECP shall earn bid credits for wages earned by the participant during the life of the participant's employment with the contractor/fabricator. If the original contractor must lay the participant off due to slow work, the original contractor may re-hire the participant when employment conditions change and continue to earn bid credits as long as the re-hire takes place within one year from the date of the last lay off date.

V. CALCULATING EARNED CREDIT: Interested union contractors and fabricators may sponsor Tollway referrals into an applicable union and/or employ referrals on any job located within the State of Illinois and accumulate bid credits at the following rates to be applied to future Tollway construction contracts advertised for public bidding:

- A. **Operating Engineers and Structural Steel Ironworkers:** 50 cents for every dollar of wages earned;
- B. **All other skilled union trades and fabricators:** 40 cents for every dollar of wages earned;
- C. **Skilled Laborers:** 30 cents for every dollar of wages earned.
- D. **\$5,000 bonus credit for contractors who employed (for no less than one month) an ECP referral with no construction experience but evidence of successfully completing an approved training program**

VI. BIDDING PROCEDURES: All bids must comply with the applicable public bidding statutes, rules and regulations and the specific requirements of this solicitation to be considered responsive. Bids that fail to meet these minimum requirements may be considered non-responsive.

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$97,978.00. Any credits applied above and beyond the bid earned credit cap will not be considered.

- A. The base bid is to be clearly identified on line #1 of the P page;
- B. Line #2 is to include the total amount of bid credits applied to the bid;
- C. Line #3 is to include the Award Criteria (Line #1 minus Line #2 equals Line #3).

All Earned Credit Certificates used to arrive at the bid credit included on Line #2 must be included in the original bid package. All Earned Credit Certificates applied to a successful bid will become null and void at the time the bidder's award criteria figure is deemed the lowest bid and the bid is determined responsive and responsible, and shall not be available for inclusion in any other bid.

VII. SUBCONTRACTOR AND FABRICATOR PARTICIPATION: Union subcontractors and fabricators may participate in the Earned Credit Program as long as they adhere to the requirements specified herein for prime contractors. Subcontractor and fabricator Earned Credit Certificates may be provided to prime contractors and used/applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract.

In the event the prime contractor submits a subcontractor and/or fabricator's Earned Credit Certificate in a Tollway bid solicitation, the prime contractor is required to perform the following:

- A. Ensure that the subcontractor and/or fabricator are aware of and have provided permission to the bidder to use the Earned Credit Certificates in the bid solicitation;
- B. Identify the scope of work and dollar amount committed to each subcontractor and/or fabricator where an Earned Credit Certificate is being calculated in the bid credit;

- C. Ensure that the Earned Credit Certificate is not in a suspended or voided mode. (This can be done through checking the Tollway Earned Credit website (www.illinoistollway.com) and click on "Doing Business") prior to submitting Earned Credit Certificate in a Tollway bid solicitation); and
- D. Ensure that the total amount of Earned Credit Certificates do not exceed the contract-specific cap. In the event of a successful bid, any bid credit exceeding shall be returned.

VIII. EARNED CREDIT REPORTING:

- A. The Contractor must submit a request for bid certificate (form 006) and evidence of wages earned through the ECP by the Tollway referrals through cancelled payroll checks or monthly union reports documenting wages earned. Failure to properly substantiate earned wages will result in the loss of earned credit(s)
- B. The Contractor shall maintain a record of wages paid to Tollway referrals in accordance with the contract record retention requirements.

IX. PROCEDURE FOR REQUESTING EARNED CREDIT CERTIFICATES: The participating contractor or fabricator reviews the Tollway's bid letting schedule and determines whether there are upcoming bid opportunities that the firm is interested in pursuing as a prime/sub/supplier of fabricated goods; and whether it would like to "cash in" some (or all) of the bid credits earned to date by one (or all) of the Tollway referrals employed by the participating firm. The firm contacts the Tollway's Diversity Department and makes an official request for a bid certificate on a 0006 form to the Tollway (via e-mail at ecp@getipass.com or fax at 630-271-7548) the following information for the Tollway to calculate an interested firm's earned credits, prior to the Tollway's issuance of an Earned Credit Certificate(s):

- A. Name of each Tollway referral that the firm is requesting bid credits on;
- B. Social security number of each of the aforementioned individuals;
- C. Union and Local each participant was sponsored into; and the Contractor's Union Benefit reports reflecting hours and wages.
- D. Beginning and end date of each individual's term of employment that the firm is "cashing in" on.

* The participating firm shall continue to earn credits for the period of employment not previously "cashed in" on.

All hours worked may be subject to review and confirmed with the Union Local.

- X. ISSUANCE AND TRACKING OF EARNED CREDIT CERTIFICATES: The Earned Credit Certificate shall be numbered for tracking purposes, and signed and notarized by the Tollway prior to issuance to the requesting firm. The requesting firm shall receive the requested certificate within three working days from the date of receipt of Form 0006 by the Tollway.
- XI. LONGEVITY OF EARNED CREDIT CERTIFICATES: The Earned Credit Certificate will be voided once it is used in a successful bid. All Certificates will expire within one year of issuance. Should the same Earned Credit Certificate be submitted in multiple bids, the first bid opened containing the Earned Credit Certificate will be considered for bid. All other bids containing a duplicate Earned Credit Certificate will be placed in a suspended mode until the award recommendation has been issued; at such time, all duplicate Earned Credit Certificates will be voided out and the remaining bid credit(s) and award criteria will be recalculated. It is foreseeable that a contractor may apply the same Earned Credit(s) to multiple solicitations that have the same bid opening date. Where multiple solicitations have the same bid opening date, the Tollway will open bids in numerical order with the lowest project number being opened first. The certificate will be redeemed up to the amount needed to allow the contractor's bid to be the lowest bid for award of the contract and any unused remaining balance will be returned in the form of a bid certificate to the contractor.
- XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES: Any contractor who intentionally submits an Earned Credit Certificate that had been previously voided and reported as voided on the Tollway Earned Credit website shall be permanently barred from participating in the Earned Credit Program.

Any contractor who submits a subcontractor/fabricator's Earned Credit Certificate without the permission of the subcontractor/fabricator and/or without committing to utilizing the

subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in the Earned Credit Program.

Any contractor found to be reporting Earned Credit Program wages that were not in fact earned shall be permanently barred from participating in the Program. The Tollway may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.

XIII. POTENTIAL SUPPORTIVE SERVICE INCENTIVES PROVIDED BY Illinois Department of Employment Security/Illinois workNet: Participating contractors and fabricators may be eligible to receive additional incentives from the enrolling Illinois workNet. The following is a list of potential reimbursements that the contractor/fabricator may be able to obtain after submission of the necessary receipts/documentation:

- A. Costs associated with mandatory physicals;
- B. Costs associated with mandatory training;
- C. Costs associated with tools, work clothes and work boots; and
- D. Costs to bring an ECP participant's outstanding union dues back to good standing status.

Contractors and fabricators should contact the applicable Illinois workNet for more information.

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. **ADVERTISEMENT FOR BIDS**

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

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

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

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

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

4. **SCHEDULE OF PRICES**

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

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

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

6. **PROPOSAL GUARANTY**

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

7. **WAGE STIPULATIONS**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors awarded certain service contracts to pay service workers no less than the general prevailing wage rate of hourly wages (hourly cash wages plus amount for fringe benefits in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates

on its website <http://labor.illinois.gov>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements and notice and record keeping duties.

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

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

AMENDMENTS TO PREVAILING WAGE LAW

Effective January 1, 2012, the Prevailing Wage Act has been amended. Below is a summary of some of the important changes that may affect you:

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 10th** of the following month.
- Payroll records must be kept for 3 years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for 4 years with no right to a hearing.

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

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

8. NON-COLLUSION AFFIDAVIT

The bidders must complete the Non-Collusion Affidavit furnished with the Solicitation. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option, void this Contract without liability on the part of the Illinois Tollway and in addition, the contractor and its surety or sureties shall be liable to the Illinois Tollway for any and all

on its website <http://labor.illinois.gov>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements and notice and record keeping duties.

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

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damages of every nature and description sustained, directly or indirectly, by the Illinois Tollway as a result of entering into Contracts based upon, among other things, the execution of such false affidavit.

9. **QUALIFICATIONS OF BIDDER**

The Illinois Tollway follows the procurement rules set by the Illinois Department of Transportation (IDOT) for the procurement of construction and professional services. The bidder must be prequalified by the Illinois Department of Transportation and submit with the Bid the appropriate "Certificate(s) of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

The bidder must also have an IDHR public contract number, or submit evidence of application, from the Illinois Department of Human Rights (IDHR).

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

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

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

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

The bidder shall submit with its Bid the forms "Plant and Equipment Questionnaire" and "Current Contractual Obligations", to supplement the information contained in the qualifications questionnaire required in the paragraph above.

Public Acts 96-0795, 96-0920 and 97-0895 provide that a "prohibited bidder" includes a person assisting the State of Illinois or State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting or preparing a request for proposal or request for information or provide similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.

10. **AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS**

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

11. **TAX EXEMPTIONS**

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

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

12. **HAUL ROADS**

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

13. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The bidder is required to acknowledge receipt of any Addenda issued to the bidder by inserting the Addendum number and the issuing date in the space provided in the Solicitation.

14. **AUTHORITY POWER AND FUNDS**

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

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

15. **PAYMENT OF TOLLS**

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

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **COMPUTERIZED BIDDING**

The P-Pages for this contract are available in electronic format on the Tollway's Online Plan Room hosted by Accurate Repro, Inc. at: www.illinoistollwayplanroom.com.

The electronic version of the contract P-Pages is provided to assist bidders with the preparation of their bid. Notwithstanding, it is the bidder's responsibility to provide an accurate bid, which includes verification that the electronic P-Pages match the contract book P-Pages. Any revisions, including addenda, must be included in the bid. In the event of a discrepancy on the electronic P-Pages, the contract book P-Pages and Addenda control and take precedence over the electronic P-Pages.

If you intend to submit a computer generated bid, it must be in a printed form similar to the contract P-Pages and must be legible. Unit prices and extensions (total price) should be carried to two decimal places only (which prices must be more than \$0.00). A unit price of \$0.00 for any pay item will not be acceptable and will cause the bid to be deemed non-responsive.

20. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Illinois Department of Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

16. **INSURANCE**

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

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18. **MULTI-PROJECT LABOR AGREEMENT**

The Contractor, and each Subcontractor of every tier, will be bound by the provisions of a Multi-Project Labor Agreement substantially similar to the Agreement attached hereto as Exhibit B, entered into between the Illinois State Toll Highway Authority and the building trades unions for the counties for this contract's activities.

19. **COMPUTERIZED BIDDING**

The P-Pages for this contract are available in electronic format on the Tollway's Online Plan Room hosted by Accurate Repro, Inc. at: www.illinoistollwayplanroom.com.

The electronic version of the contract P-Pages is provided to assist bidders with the preparation of their bid. Notwithstanding, it is the bidder's responsibility to provide an accurate bid, which includes verification that the electronic P-Pages match the contract book P-Pages. Any revisions, including addenda, must be included in the bid. In the event of a discrepancy on the electronic P-Pages, the contract book P-Pages and Addenda control and take precedence over the electronic P-Pages.

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responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

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

21. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.5550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

- Chief Procurement Office Phone: (217) 558-3724
- Attn: Protest Review Office Facsimile: (217) 558-1399
- 401 S. Spring Street
- Suite 515 Stratton Office Building
- Springfield, IL 62706
- Illinois Relay: (800) 526-0844

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

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

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

To demonstrate compliance with Public Act 95-0971, bidders shall submit a current copy of the Board of Elections registration certificate with their sealed bids, regardless of whether the bidder chooses to utilize Forms A or Forms B described in Instructions to Bidders, Item 21 above. Public Act 97-0895 further amended Public Act 95-0971 to modify automatic disqualification of an entity who fails to submit its Board of Election Certificate, however:

Failure to have registered as a business entity with the State of Illinois Board of Elections prior to the submittal of your bid will result in your bid being considered non-responsive.

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

Any bidder who bids on public contracts must register with the IDHR to be eligible to be awarded public contracts. Any bidder who registered previously but has a DHR number of 89999-00-0 or lower must re-register to maintain eligibility. Any IDHR number of 90000-00-0

or higher is valid for five years from the date of issue. The IDHR website link is below.

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

25. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

26. **EQUAL EMPLOYMENT OPPORTUNITY**

For any new construction or renovation project, the Contractor will adhere to the equal employment opportunity ("EEO") goals established by the U.S. Department of Labor - Office of Federal Contract Compliance Programs ("OFCCP") for construction trade workers in the Chicagoland area, which is provided through Executive Order 11246. The EEO goals are measured through the following percentages of aggregated construction work hours in each of the categories:

- At least 19.6 percent by minorities, as defined below; and
- At least 6.9% by females

Minority is defined as:

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

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

Native Americans: Persons who are American Indians, Eskimos or Native Hawaiians.

Asian Pacific: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Northern Marianas.

Asian Indian: Persons whose origins are from India, Pakistan or Bangladesh.

27. **EARNED CREDIT PROGRAM**

The objective of the Earned Credit Program (ECP) is to encourage union contractors, subcontractors and fabricators to sponsor into applicable unions and employ and retain qualified and eligible disenfranchised African American, Hispanic, females, ex-offenders and veterans referred to them by the Tollway. The incentive to participate in the ECP includes the ability of all union contractors and fabricators to earn bid credits which may be applied to Tollway construction contracts advertised for public bidding.

28. **INITIAL CONTACT INFORMATION**

Please note that any written or oral communications received by the Tollway that imparts or requests material information or makes a material argument regarding potential action concerning this procurement shall be reported to the Procurement Policy Board as required by Public Acts 96-0795, 96-0920 and 97-0895. When an oral communication is made by a person required to register under the Lobbyist Registration Act (25 ILCS 170) and received

by a State employee, all individuals who initiate or participate in the communication shall submit a written report to that State employee memorializing the communication and for reporting to the Procurement Policy Board. This provision is not intended to prohibit communications with State employees regarding procurement matter, but rather only requires reporting of those communications when they occur.

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

Once the apparent low bidder is determined, all project correspondence occurring with the apparent low bidder will be addressed to the Initial Contact person via the Web-Based project management system. Initial correspondence is expected to consist of requests for information and responses related to DBE and subcontractor related items.

The Initial Contact Person named shall be familiar with assembling or obtaining the duly executed documents constituting the contract between the Illinois Tollway and the contractor. The Initial Contact Information form may be found within the "Instructions to Bidders" section.

29. **SUBCONTRACTOR DISCLOSURE**

The Bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors that will be utilized in the performance of this Contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section sub-contractors are those specifically hired to perform all or part of the work of this Contract or to provide the supplies requested by the State.

30. **PROCUREMENT COMPLIANCE MONITORS**

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

31. **PUBLICITY**

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

32. **RESPONSIBLE BIDDER AFFIDAVIT**

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

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

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

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

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

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

34. **RECORD RETENTION AND AUDIT**

In compliance with the Illinois Procurement Code (30 Ill. Comp. Stat. 500/20-65) and rules promulgated thereunder, every CONTRACT for goods and services shall provide that the contractor shall maintain certain records, books and documents.

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

For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties. The CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the CONTRACTOR's place of

business in order to audit the records. If they are not produced in a timely manner by the CONTRACTOR, then the CONTRACTOR shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

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

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

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

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

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

CHANGES TO THE CONTRACT REQUIREMENTS

Change No. 1

Contract Requirements, Volumes I and II, replace Table of Contents with revised Table of Contents.

This change contains the following revision:

- 1.1 The Table of Contents in Volumes I and II of the Contract Requirements has been revised to reflect changes described herein.

Change No. 2

Contract Requirements, Volume I, replace page A-1 with A-1R (attached).

- 2.1 This replacement contains the following revision:
7 industrial or commercial buildings is changed to 6 industrial or commercial buildings.
- 2.2 Revised the dates of Tollway Supplemental Specifications to current issues March 2015

Change No. 3

Contract Requirements, Volume I, replace pages I-2, I-5 and Exhibit B with revised pages I-2R and I-5R (attached). Exhibit B "Multi-Project Labor Agreement" shall be removed.

This change contains the following revisions:

- 3.1 The Multi-Project Labor Agreement is not in effect for this contract. The reference has been removed. Also, "Exhibit B – Attachment Prevailing Wage List By County DuPage County" has been revised to "Attachment Prevailing Wage List By County DuPage County".
- 3.2 Items 7 and 18 in the "Instructions and Information to Bidders" have been revised. The reference to Exhibit B has been removed from Item 7 and Item 18 has been replaced in its entirety. The Multi-Project Labor Agreement is not in effect for this contract.
- 3.3 Exhibit B attached to the "Instructions and Information to Bidders" has been removed.

CHANGES TO THE SCHEDULE OF PRICES

Change No. 4

Contract Requirements, Volume I, replace page P-1 and P-2 with P-1R and P-2R (attached).

- 4.1 This replacement contains the following revision:
7 industrial or commercial buildings is changed to 6 industrial or commercial buildings.
- 4.2 This replacement contains the following revision:
Pay item JS760B00 – Field Office, Type B has been changed to JS670B00 – Field Office, Type B

END OF ADDENDUM CHANGES

EXHIBIT B

**ILLINOIS STATE-TOLL HIGHWAY-AUTHORITY
MULTI-PROJECT LABOR AGREEMENT**

The Illinois State Toll Highway Authority (hereinafter the "Authority"), an Illinois administrative agency established by the Illinois Compiled Statutes, ILCS 10/1 et. seq., has determined that with respect to the purchase of construction goods and services it is in the public's interest and the Authority's interest that bidders, in order to be "responsible bidders" under Illinois law and the Authority's procurement procedures, provide their employees with medical and hospitalization benefits, retirement programs, and training and apprenticeship programs registered with the Department of Labor's Bureau of Apprenticeship & Training.

Furthermore, the Authority has determined that it is in the public's interest to reduce friction or conflict among construction workers employed on Authority operated sites and to avoid labor strife and jurisdictional disputes that can cause delays in the completion of construction work.

Thus in order to avoid any interference with construction work, including, by way of example but not by way of limitation, any interference that might result from recognitional or informational picketing, and, as a result, to facilitate timely and orderly construction, the Authority, having the power to contract for construction goods and services pursuant to law, hereby agrees with the SEE ATTACHED SIGNATURES Building Trades Council (hereinafter the "Council") and the SEE ATTACHED SIGNATURE SHEET Union (hereinafter the "Union"), which is affiliated with the Council, as follows:

1. The Authority shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, alteration, painting, repair, or other work to be done at the site of any Authority construction project (hereinafter "construction work"), to any person, firm, company or entity that does not have a current collective bargaining agreement with the AFL-CIO Building & Construction Trades Department affiliated union that has jurisdiction over the particular construction work in question. Copies of all such collective bargaining agreements (and any amendments thereto), which agreements are incorporated herein, are to be filed with the Authority by the Council. The provisions contained in these collective bargaining agreements shall apply to contractors and subcontractors, irrespective of tier level, performing construction work for the Authority or performing construction work on a site operated by the Authority.
2. A contractor or subcontractor which is a successful bidder with respect to Authority construction work, but which is not signatory to an applicable collective bargaining agreement incorporated herein, shall be required to execute such an applicable collective bargaining agreement within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified.

EXHIBIT B

3. During the term of this Agreement, the Authority and its contractors and subcontractors shall engage in no lockout against the Council or any affiliated union at any sites of Authority construction work.
4. During the term of this Agreement, neither the Council nor any affiliated unions, or any of their members, officers, stewards, agents, representatives, or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, work cessation, or work interruption regarding, or in any picketing of, the construction projects of the Authority for any reason whatsoever including, by way of example but not by way of limitation: (a) the existence of a dispute between the Authority or any contractor or any subcontractor and any Building Trades Council, affiliated union, labor organization, employee, or (b) sympathy with any Building Trades Council, affiliated union, labor organization, or employee.

The Council and the Union will use their best efforts to prevent any union affiliated with the Council (including the Union), and any members thereof, from committing any of the acts prohibited by this Section 4, but in the event such any such acts take place the Council and the Union will use their best efforts (including full disciplinary power under their respective Constitutions and By-Laws) to cause an immediate cessation thereof.

The Authority, the Union, and the Council expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to enjoin any violation of this Section 4.

5. In the event any jurisdictional dispute arises between any affiliated unions (including the Union) or between Building Trades Councils, the Council and the Union will both use their best efforts to resolve said dispute in an expeditious manner.
6. In the event a dispute arises between the Authority of a contractor or a subcontractor of any tier and the Union and/or the Council and/or an affiliated union with the Council and/or any fringe benefit trust fund in which an affiliated union participates, as to the payment of fringe benefits provided for under an applicable collective bargaining agreement incorporated herein, upon proper notices to the Authority by the Council or the Union or the union affiliated with the Council, as the case may be, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic or final payment, by either the Authority or a contractor, as the case may be.
7. During the term of this Agreement, all employees represented by the Union and by unions affiliated with the Council shall continue to work and to perform all their obligations on Authority construction projects despite the expiration of any local or other collective bargaining agreement.
8. In the event of any inconsistency between this Agreement and any collective bargaining agreement incorporated herein, the terms of this Agreement shall prevail.
9. This Agreement may not be modified or changed except by the subsequent written agreement of the parties hereto.

EXHIBIT B

10. If any provision, section, sub-section or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision, section, sub-section, or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions, sections, sub-sections, and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give the effect to the intention of the parties insofar as that is possible. In addition, the parties hereto expressly empower a court of competent jurisdiction to modify any terms of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

This Agreement shall be effective on April 21, 1994.

Date: 4.29.94

For: Illinois State Toll Highway Authority

[Redacted Signature]

Executive Director

For: IWEL
Building Trades Council

[Redacted Signature]

For: Boilermakers #60
Union affiliated with the

[Redacted Signature]

IWEL
Building Trades Council

AS [Redacted] STITUTIONALITY
[Redacted Signature]
ATTORNEY GENERAL STATE OF ILLINOIS

EXHIBIT B

ADDENDUM TO THE ILLINOIS STATE
TOLL HIGHWAY AUTHORITY MULTI-PROJECT
LABOR AGREEMENT

This Addendum made by and between all parties to The Illinois State Toll Highway Authority Multi-Project Agreement ("Agreement").

WHEREAS, the Authority wishes to minimize the possibility that picketing, strikes or other labor disputes might interfere with construction work performed for the Authority or on sites operated by the Authority; and

WHEREAS, the Authority has previously included as a bid specification a Multi-Project Labor Agreement designed to minimize the possibility of picketing, strikes or other labor disputes which might interfere with construction work performed for the Authority or on sites operated by the Authority; and

WHEREAS, litigation challenging the Authority's bid specifications and Multi-Project Labor Agreement has been instituted and is proceeding; and

WHEREAS, the Authority and other parties to this Agreement recognize that the aforesaid litigation, until resolved, leaves certain issues in dispute which may, in and of themselves, interfere with Authority business; and

WHEREAS, in order to avoid further interference and to attempt to create an atmosphere conducive to the efficient operation of the Authority during the pendency of the litigation.

IT IS HEREBY agreed as follows:

1. This Agreement applies solely to construction workers performing work for the Authority or performing construction work on a site operated by the Authority. This Agreement does not apply to Authority employees not engaged in construction work. This Agreement does not require Authority employees not engaged in construction work to be subject to any collective bargaining agreement.
2. This Agreement does not apply to contracts or subcontracts let out by the Authority on a non-bid basis, or the Authority's maintenance services, professional services or procurement purchases.

EXHIBIT B

3. Paragraph 2 of the Agreement may be satisfied by a contractor or subcontractor which executes within the time period referenced therein an applicable collective bargaining agreement limited to the construction work performed for the Authority or to the construction work performed on a site operated by the Authority.

DATED: 4-29-74

FOR: ILLINOIS STATE TOLL

BY: [Redacted]
BY: [Redacted]
EXECUTIVE DIRECTOR

FOR: Chicago & Cook County
INDUSTRIAL UNIONS COUNCIL

BY: [Redacted]

FOR: COVE COUNTY

BY: [Redacted]

FOR: Skid / Concrete etc.

BY: [Redacted]

FOR: FOR VARIOUS UNIONS
KIL-150

FOR: Mattison Co.

BY: [Redacted] Calumet Co. etc.

FOR: DePas & Co. Inc.

BY: [Redacted] 4/27/74

16th Street - South Side
[Redacted]

Approved: [Redacted] FOR: and Constitutionality

[Redacted] of Illinois

Cook County Prevailing Wage for April 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	1	52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	2	50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880

ROOFER	BLD	40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD	41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
SURVEY WORKER	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pnsn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if

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

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

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

OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);

Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Flows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and

transits.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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

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

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

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

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in

this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-15-4649

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30 a.m., local time, May 5, 2015 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: 6 commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, asbestos removal and remediation (as necessary), building demolitions, topsoil and seeding, temporary and permanent fencing, sealing abandoned water wells and filling existing septic tanks (as necessary), trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal, mobilization, and other miscellaneous work.

The services will be performed within the: the Western Access at various locations, Mile Post 0.2 to Mile Post 5.8, and on I-294 at Mile Post 33.7, in Cook County, Illinois.

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

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

Addendum No. 1 Date APRIL 27, 2015
Addendum No. Date
Addendum No. Date
Addendum No. Date

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-15-4649
 ELGIN O'HARE WESTERN ACCESS TOLLWAY
 BUILDING REMOVAL
 VARIOUS LOCATIONS IN THE VICINITY OF WESTERN ACCESS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	67201000	SEALING ABANDONED WATER WELLS	EACH	1	\$5,000.00	\$5,000.00
*	X2503110	MOWING (SPECIAL)	ACRE	156.0	\$80.00	\$12,480.00
*	Z0007601	BUILDING REMOVAL NO.1	LSUM	1	\$67,140.00	\$67,140.00
*	Z0007602	BUILDING REMOVAL NO.2	LSUM	1	\$1,420,000.00	\$1,420,000.00
*	Z0007603	BUILDING REMOVAL NO.3	LSUM	1	\$500,000.00	\$500,000.00
*	Z0007604	BUILDING REMOVAL NO.4	LSUM	1	\$180,000.00	\$180,000.00
*	Z0007605	BUILDING REMOVAL NO.5	LSUM	1	\$1,165,000.00	\$1,165,000.00
*	Z0007606	BUILDING REMOVAL NO.6	LSUM	1	\$280,000.00	\$280,000.00
*	Z0023800	FILLING EXISTING SEPTIC TANK	EACH	1	\$4,200.00	\$4,200.00
**	JS670B00	FIELD OFFICE, TYPE B	CAL MO	24	\$2,500.00	\$60,000.00
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ.FT. IN AREA	SQ.FT.	300	22.00	6,600.00
TOTAL AMOUNT OF CORE WORK						3,700,420.00

*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	181,000	1.00	181,000.00
*	JT154008	UNFORSEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	50,000	1.00	50,000.00
*	JT154057	CONTRACT ALLOWANCE FOR BOARD-UP SERVICES	UNIT	10,000	1.00	10,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	4,000	1.00	4,000.00
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT I-15-4649
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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(2,800.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(1,400.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(800.00)	
	999NEG90	ONE LANE OR RAMP OF TRAFFIC BLOCKED PER S.P. FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC	15 MINUTES		(250.00)	
TOTAL AMOUNT OF CONTINGENCY WORK						245,000.00

TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID	3,945,420.00
ECP BID CREDIT	0.00
AWARD CRITERIA	3,945,420.00

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- *** INDICATES IDOT RECURRING SPECIAL PROVISION
- BDE INDICATES IDOT BDE SPECIAL PROVISION
- GBSP INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISION
- D1 INDICATES IDOT DISTRICT 1 SPECIAL PROVISION

OK AMM
5/5/15

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

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$97,975.00. Any credits applied above and beyond the bid earned credit cap will not be considered.

- A. The base bid is to be clearly identified on Base Bid Line. Base Bid = Total Amount of Core Work + Total Amount of Contingency Work
- B. ECP Bid Credit Line is to include the total amount of bid credits applied to the bid;
- C. Award Criteria Line is to include the Award Criteria.

(Base Bid line minus ECP Bid credit line equals Award Criteria Line).

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. I-15-4649 as specified in S.P. 103.1

OPENED 5.5 2015
 BOND OR
 CHECK ENCLOSED: YES NO *RF*

Accompanying this Bid is a Bid Guaranty:

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

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract I-15-4649, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

It is understood that the undersigned will not be permitted to sublet work representing more than Sixty-Five percent (65%) of the total price bid in this Bid; and any and all sub-contractors must be approved in writing by the Chief Engineer before commencing any work.

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

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

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

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



Illinois Department of Transportation

Return with Bid

**Division of Highways
Proposal Bid Bond**

Item No. 4649-IL TOLLWAY

Letting Date MAY 5, 2015

KNOW ALL PERSONS BY THESE PRESENTS, That We LAKE COUNTY GRADING COMPANY, LLC

as PRINCIPAL, and FIDELITY & DEPOSIT COMPANY OF MARYLAND

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer
30 day of APRIL A.D., 2015.

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer
30 day of APRIL A.D., 2015.

LAKE COUNTY GRADING COMPANY, LLC

FIDELITY & DEPOSIT COMPANY OF MARYLAND

By [Redacted]
Michael Wolff (Signature and Managing Member)

By [Redacted]
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF Illinois
COUNTY OF Lake

STATE OF ILLINOIS
COUNTY OF LAKE

Signed and attested before me on 4/30/15 (date)
by Jodi L. Hobbs
(Name of Notary Public)

Signed and attested before me on 4/30/15 (date)
by THERESA J. COLBY
(Name of Notary Public)



[Redacted]
Signature of Notary Public
6/8/16
(Date Commission Expires)

[Redacted]
(Signature of Notary Public)
11/05/2015
(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID # _____ Company/Bidder Name _____ Signature and Title _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel L. BARIGHT and Deborah A. DERUE, both of Fox Lake, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Assistant Secretary
Gerald F. Haley*

*Vice President
Geoffrey Delisio*

State of Maryland
City of Baltimore

On this 6th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30TH day of APRIL, 2015.



[Redacted Signature]

Thomas O. McClellan, Vice President

The undersigned submits herewith, completely filled out, forms of the Authority entitled "Plant and Equipment Questionnaire" and "Current Contractual Obligations," as required by the Tollway Supplemental Specifications.

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

The undersigned is a Partnership)
an individual)
a Corporation)
a Joint Venture)

having principal office at P.O. Box L, LIBERTYVILLE, IL 60048 and has furnished to the Authority the necessary evidence of authority to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 5TH day of MAY, 2015, by its MANAGING MEMBER thereunto duly authorized.

 (SEAL)
(SEAL)

Affix Corporate Seal BY:
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

SEE ATTACHED
MEMBER LIST

INDIVIDUAL:

Name	Address
------	---------

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name	Address
------	---------

Name	Address
------	---------

Name	Address
------	---------

INCORPORATED:

President	Address
-----------	---------

Vice-President	Address
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Secretary	Address
-----------	---------

Treasurer	Address
-----------	---------

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

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

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

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

Items that Qualify and Explanation:

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Vendor _____ Name:

_____ Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-15-4649

LIST OF INDIVIDUAL CONTACTS

The Bidder is hereby requested to list those individuals to be contacted for information regarding the analysis of the various portions of the Bid.

<u>ITEM</u>	<u>INDIVIDUAL</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL</u>
Schedule of Prices	DAVE MESERVEY	847-362-2590	d_meservey@legc.com
Plant and Equipment Questionnaire	RICH KELLER	SAME	r_keller@legc.com
Progress Schedule	DAVE MESERVEY		
Current Contractual Obligations	DAVE MESERVEY		
Bid Guaranty	DAVE MESERVEY		
Financial Statement	MARK REICH	SAME	m_reich@legc.com
DBE Utilization Plan	DAVE MESERVEY		
EEO Program	N/A.		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-15-4649

AFFIDAVIT

State of ILLINOIS)
County of LAKE) SS

The undersigned, being first duly sworn, on his/her oath deposes and says: [REDACTED]
That his/her name is MICHAEL WOLFF, and he/she resides at [REDACTED]
and his/her office is at 32901 N. HIGHWAY 21, That he/she makes, and is authorized to
LIBERTYVILLE, IL 60048 (P.O. BOX L - LIBERTYVILLE, IL 60048)
make
this affidavit on behalf of LAKE COUNTY GRADING CO. LLC., a
(Name of Corporation, Partnership, etc.)

CORPORATION, formed under the laws of ILLINOIS
(Sole proprietorship, corporation, partnership, etc.) (Name of State)
of which he/she is MANAGING MEMBER
(Sole owner, partner, president, etc.)

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. I-15-4649** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Bid is made without reference to any other Bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Bid; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said Bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Bid for said Contract, directly or indirectly.

[REDACTED]
Affiant)

Sworn to before me and subscribed in my presence this 5TH day of MAY 2015.

[REDACTED]
(Notary Public)

My Commission Expires: 6-8-16



PLANT AND EQUIPMENT QUESTIONNAIRE

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. KEY PERSONNEL

Identify the personnel whom, if the contract is awarded to you, will manage and supervise the work. List the General Manager or Superintendent through Shift Foreman.

(USE BLACK INK ONLY)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
RICH KELLER	SUPERINTENDANT	SUPERINTENDANT	20 +	20 +
MICHAEL WOLFF	MANAGING MEMBER	DEMO SUPERVISOR	20 +	20 +
ROBERT SONDERMAN	FOREMAN	FOREMAN	20 +	20 +
* WE HAVE MULTIPLE QUALIFIED OPERATORS/				
EMPLOYEES W/ 15+ YEARS EXPERIENCE				

PLANT AND EQUIPMENT QUESTIONNAIRE

2) The information furnished in these equipment lists 2a, 2b and 2c will be used to evaluate the bidders' understanding of this project as well as the bidder's capacity to carry out the project.

2a) EQUIPMENT OWNED *SEE ATTACHED LIST*

List the equipment which you now own that will be utilized on this contract, if awarded to you.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	YOUR I.D. NO. OR CODE

EQUIPMENT OWNERSHIP

FYE: 12/31/2014

Unit #	Property Description	Serial Number	Date In Service
Type: BULLDOZERS			
D501	CAT D8R	7XM04824	12/15/03
D500	CAT D8R	7XM05018	12/15/03
D084	CAT D6RII LGP	ADE00548	11/14/05
D102	DEERE 850C	T0850CX938558	1/03/07
D021	KOMATSU D21P-7	81071	11/07/07
D507	CAT D4G LGP	TLX00902	12/20/09
1711491	DEERE 750 J LGP DOZER	T0750JX177964	5/13/11
D509	DEERE 850J LGP DOZER (2007)	T0850JX138831	12/13/11
D510	DEERE 750J LGP DOZER (2006)	T0750JX129465	12/13/11
D511	DEERE 650J XLT DOZER (2008)	T0650JX159469	12/13/11
D512	DEERE 850J LGP DOZER	T0850JX144433	2/23/12
D513	CAT D9L	14Y02914	3/16/12
D514	DEERE 850J WXLT DOZER	T0850JX166243	2/05/13
D515	DEERE 850J WLT DOZER (2006)	T0850JX131549	1/21/14

Type: COMPACTOR & ROLLER HEAVY

C118	CAT 815B	17Z01804	3/13/02
C119	CAT 815B	17z01755	3/13/02
C120	CAT 825C	86X0846	1/06/03
C121	CAT CS563C	4LN00443	1/06/03
C122	CAT825C	86X00959	3/27/03
C127	BOMAG BW211D-3 84" SD ROLI	901580861688	11/30/07
C129	CAT CB214C SD ROLLER	9XK01221	9/01/09
C130	BOMAG BW211D-3 SD 84" ROLI	861666	10/29/09
C131	BOMAG BW211D-3 SD 84" ROLI	861687	10/29/09
C128	IRT IMPACTOR 3000H	KG09R02155	2/28/09

Type: EXCAVATORS

B513	CAT 312 BL	8JR01712	12/15/03
B508	CAT 325 B	2JR03552	12/15/03
B500	CAT 345BL	5WS00198	6/26/08
B104	CAT 312	6GK00782	7/08/02
B105	DEERE 330CLC	FF330CX082526	5/28/08
B098	DEERE 225CLC	FF225CX500035	12/01/10
B107	DEERE 270CLC	FF270CX702043	10/24/05
B507	DEERE 450DLC EXCAVATOR	FF450DX913105	11/30/07
B515	DEERE 135C EXCAVATOR	FF135CX301125	1/01/09
B516	CAT 325DL	A3R00277	12/18/09
B109	CAT 321C LCR	MCF00915	3/04/10
B509	DEERE 450D EXCAVATOR (200	FF450DX913110	12/13/11
B518	DEERE 450D EXCAVATOR	FF450DX913332	10/15/12
B517	GRADALL XL4100	0411281	3/27/12
B519	CAT 329D (2009)	JHJ00326	12/06/12
B520	DEERE 450D EXCAVATOR (200	FF450DX913641	1/21/14

Type: FIELD TRACTORS

WL61	DEERE 8630	H008034R	7/08/02
WL62	DEERE 8630	8630H008103R	6/10/04
WL66	STEIGER STH 310 PANTHER TR	107-00293	8/23/13

Type: FRONT END TRACK LOADERS

L032	CAT 963C TRACK LOADER	BBD01038	12/08/09
L038	CAT 963C TRACK LOADER	BBD02544	1/28/10

EQUIPMENT OWNERSHIP

FYÉ: 12/31/2014

Unit #	Property Description	Serial Number	Date In Service
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Type: FRONT END TRACK LOADERS (continued)

L039	CAT 963C TRACK LOADER	BBD02385	1/28/10
L040	CAT 963C TRACK LOADER	BBD02683	1/28/10

Type: FRONT END WHEEL LOADERS

WL65	DEERE 644J LOADER (2004)	DW644JX592243	1/16/13
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Type: HAUL OFF-ROAD TRUCKS

H001	CAT 400D ARTICULATED TRUC	8TF00465	11/01/04
H002	CAT 400D ARTICULATED TRUC	8TF00466	11/01/04
H003	CAT 400D ARTICULATED TRUC	8TF00543	11/01/04
H004	CAT 400D ARTICULATED TRUC	8TF00575	11/01/04
H006	CAT 400D ARTICULATED TRUC	8TF00685	11/01/04
H012	CAT 740 ARTICULATED TRUCK	AXM01570	2/20/13
H011	CAT 740 ARTICULATED TRUCK	AXM01276	2/20/13
H013	CAT 740 ARTICULATED TRUCK	A01827	2/22/14
H014	CAT 740 ARTICULATED TRUCK	A01829	2/22/14

Type: MILLING

M993	WIRTGEN W2100 MILLING MA	09210175	4/29/11
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Type: SCRAPERS

S102	CAT 627E	7CG00925	4/17/02
S103	CAT 627E	7CG00924	4/17/02
S109	CAT 627E	6GB00648	10/23/02
S110	CAT 627E	6GB00658	10/23/02
S120	CAT 627E	6GB00693	4/30/04
S121	CAT 627E	6GB00694	4/30/04
S127	CAT 631D	24W02385	2/06/06
S128	CAT 631D	24W02381	2/06/06
S129	CAT 631D	24W01165	4/27/06
S132	CAT 631D	24W01619	4/27/06
S130	CAT 631D	24W01606	4/27/06
S131	CAT 631D	24W01607	4/27/06

Type: SKID-STEER LOADERS

WL23	CASE 450 UNILOADER	N5M417839	7/10/06
WL22	CASE 95XT UNILOADER	JAF0363388	1/17/08

Type: WATER TRUCKS

T543	2001 FREIGHTLINER WATER TR	1FVABTALX1HG68052	5/06/10
T544	MACK RD688S WATER TRUCK	1M2P267YXXM049311	3/05/13

PLANT AND EQUIPMENT QUESTIONNAIRE

2b) EQUIPMENT TO BE LEASED OR RENTED

List the equipment which you intend to rent or lease for this contract if awarded to you.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	PROPOSED RENTER OR LESSOR
		NONE			
		ANTICIPATED	AT THIS TIME		

PLANT AND EQUIPMENT QUESTIONNAIRE

2c) EQUIPMENT TO BE PURCHASED

List the equipment which you intend to purchase for this contract, if awarded to you. Include pneumatic and hydraulic tools, lighting equipment, mobile or portable service/repair equipment, and equipment to be used in maintenance of traffic.

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR	APPROXIMATE COST
		NONE			
		ANTICIPATED	AT THIS TIME		

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
DEMOLITION	MULTIPLE	21.54	\$850,000	ALPINE DEMOLITION SERVICES
SITE RESTORATION	MULTIPLE	3.04	\$120,000	INDUSTRIA CONSTRUCTION SERVICE S

4. MATERIALS COMMITMENTS

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

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

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES NO

6. DOCUMENT REFERENCE

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

The Special Provisions YES NO

The Contract Plans YES NO

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

Dated at 8:00 AM this 5TH day of MAY, 2015.

LAKE COUNTY GRADING COMPANY, LLC
Name of Organization

By 

MICHAEL WOLFF - MANAGING MEMBER
Title of Person Signing

STATE OF ILLINOIS)
COUNTY OF LAKE)

MICHAEL WOLFF being duly sworn deposes and says that he/she is MANAGING MEMBER of the above LAKE COUNTY GRADING CO. LLC and that the answers to the questions in the foregoing Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 5TH day of MAY, 2015.


Notary Public

My Commission Expires: 6-8-16



CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

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

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

CONTRACT NUMBER	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
	NONE			

TOTAL OF BIDS PENDING AWARD None

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

LAKE COUNTY GRADING Co. LLC.

BIDDER

MAY 5, 2015

DATE

SUB-CONTRACTOR

MICHAEL DOLFF

BY: SIGNATURE

SUB-CONTRACTOR

MANAGING MEMBER

TITLE



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 5/5/2015
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	5692	4618	4602			
Contract With	FH Paschen	FH Paschen	FH Paschen	RJN/Boller		
Estimated Completion Date	8/15	5/16	10/15	9/15		
Total Contract Price	3,390,866.00	5,315,985.00	4,800,193.00	2,713,420.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	550,000.00	2,750,000.00	1,100,000.00	635,180.00		5,035,180.00
Total Value of All Work						5,035,180.00

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

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

						Accumulated Totals
Earthwork	350,000.00	2,400,000.00	750,000.00	324,160.00		3,824,160.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	200,000.00	350,000.00	350,000.00			900,000.00
Highway, R.R. and Waterway Structures						0.00
Drainage				311,020.00		311,020.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	550,000.00	2,750,000.00	1,100,000.00	635,180.00	0.00	5,035,180.00

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	None	None	None	None	
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

Subscribed and sworn to before me

this 5 day of MAY, 2015

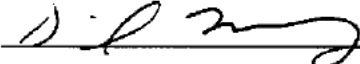


 Notary Public

My commission expires: 6-8-16



Type or Print Name Dave Meservey - Chief Estimator
Officer or Director Title

Signed 

Company Lake County Grading Company, LLC

Address PO Box L
Libertyville, IL 60048



**Illinois Department
of Transportation**

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

**Affidavit of Availability
For the Letting of** 5/5/2015

(Letting date)

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	60W01	4606	Rollins Road	Peterson Road		
Contract With	Kenny	FH Paschen	FH Paschen	LCDOT		
Estimated Completion Date	11/14	11/14	6/15	6/16		
Total Contract Price	5,072,818.00	3,888,787.00	10,221,344.00	14,960,420.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor				14,960,420.00		14,960,420.00
Uncompleted Dollar Value if Firm is the Subcontractor	600,000.00	500,000.00	40,000.00			6,175,180.00
Total Value of All Work						21,135,600.00

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						Accumulated Totals
Earthwork	400,000.00	150,000.00	10,000.00	4,017,420.00		8,401,580.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	200,000.00	350,000.00	25,000.00	1,567,000.00		3,042,000.00
Highway, R.R. and Waterway Structures						0.00
Drainage			5,000.00	1,346,000.00		1,662,020.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	600,000.00	500,000.00	40,000.00	6,930,420.00	0.00	13,105,600.00

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Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	None	None	None	Alliance	
Type of Work				Concrete	
Subcontract Price				3,515,000.00	
Amount Uncompleted				3,515,000.00	
Subcontractor				Peter Baker	
Type of Work				Asphalt	
Subcontract Price				2,165,000.00	
Amount Uncompleted				2,165,000.00	
Subcontractor				Gary Weiss	
Type of Work				Landscaping	
Subcontract Price				1,344,000.00	
Amount Uncompleted				1,344,000.00	
Subcontractor				Home Towne Electric	
Type of Work				Traffic Signals	
Subcontract Price				521,000.00	
Amount Uncompleted				521,000.00	
Subcontractor				Traffic Control & Prot	
Type of Work				Traffic Control	
Subcontract Price				234,000.00	
Amount Uncompleted				234,000.00	
Subcontractor				Maintenance Coatings	
Type of Work				Striping	
Subcontract Price				146,000.00	
Amount Uncompleted				146,000.00	
Subcontractor				Northern	
Type of Work				Guardrail	
Subcontract Price				105,000.00	
Amount Uncompleted				105,000.00	
Total Uncompleted	0.00	0.00	0.00	8,030,000.00	0.00

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

Subscribed and sworn to before me

this 5 day of MAY, 2015.

[Redacted Signature]

Notary Public

My commission expires: 6-8-16

(Notary Seal)



Type or Print Name Dave Meservey - Chief Estimator

Title

Signed

[Redacted Signature]

Company Lake County Grading Company, LLC

Address PO Box L

Libertyville, IL 60048



Illinois Department of Transportation

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

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	1	2	3	4	Awards Pending	
Contract Number		4204	4212			
Contract With	Morningside	FH Paschen	FH Paschen	Alston		
Estimated Completion Date	7/15	11/15	11/16	9/15		
Total Contract Price	8,050,574.00	8,404,208.00	5,940,494.00	1,110,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						14,960,420.00
Uncompleted Dollar Value if Firm is the Subcontractor	742,194.00	8,300,000.00	5,300,000.00	1,110,000.00		21,627,374.00
Total Value of All Work						36,587,794.00

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

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						Accumulated Totals
Earthwork	472,051.00	4,200,000.00	4,200,000.00	530,000.00		17,803,631.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		870,973.00	1,100,000.00			5,012,973.00
Highway, R.R. and Waterway Structures						0.00
Drainage	270,143.00	3,229,027.00		580,000.00		5,741,190.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	742,194.00	8,300,000.00	5,300,000.00	1,110,000.00	0.00	28,557,794.00

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	None	None	None	None	
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

Subscribed and sworn to before me

this 5 day of MAY, 2015



 Notary Public

My commission expires: 6-8-16



Type or Print Name Dave Meservey - Chief Estimator
Officer or Director Title

Signed 

Company Lake County Grading Company, LLC
 Address PO Box 1
Libertyville, IL 60048

AGREEMENT

CONTRACT NO: I-15-4649

(USE BLACK INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 28th, May, 2015 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Lake County Grading Company, LLC

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

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Crystal Lake, in the State of IL (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

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

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

CONTRACT BONDS

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

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

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

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

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY issued by the AUTHORITY.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until December 31, 2017 in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date December 31, 2019.

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

LIABILITY OF JOINT VENTURE

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

PERFORMANCE OF THE WORK

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

Any dispute between the Construction Manager and the CONTRACTOR with respect to any matter shall be decided by the Chief Engineer of The Authority and his decision shall be final.

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

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

CONSIDERATION

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

ASSIGNMENT

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

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the contract. Currently, the Authority is not required to obtain a yearly appropriation of its funds. However, the Authority cannot and does not make any representations or warranties concerning future appropriation requirements.

COMPTROLLER REQUIREMENTS FOR CONTRACTS

Contractor and any and all subcontractors under this contract agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of five (5) years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, and the Purchasing Agency.

The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Contractor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund.

FREEDOM OF INFORMATION ACT

This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

GOVERNING LAW; EXCLUSIVE JURISDICTION

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. **THE CONTRACTOR CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN DUPAGE COUNTY, STATE OF ILLINOIS.**

CONTRACT NO: I-15-4649
NOTICE

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to the Lake County Grading Company, LLC

32901 N. Highway 21, PO Box L

Libertyville, IL 60048

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

Addendum, if any, referred to on Page P-1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

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

[Redacted Signature] 8/7/15
Date
[Redacted Name]
Managing Member
Michael Wolf
Printed Name as Signed Above

ATTEST:
[Redacted Signature] (Seal)
Secretary
David Meservey
Printed Name as Signed Above

APPROVED: [Redacted Signature] THORITY
[Redacted Name] Executive Director
Date: 8/24/15

APPROVED: [Redacted Signature]
Date: 8/20/15
Michael Colsch, Chief of Finance

[Redacted Signature]
Date: 8/19/15
David Goldberg, General Counsel

Approved as to Form and Constitutionality
[Redacted Signature]
Date: 8-13-2015
Robert Lane, Attorney General, State of Illinois

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above Lake County Grading Co., LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) P.O. Box L	Requester's name and address (optional)
	6 City, state, and ZIP code Libertyville, IL 60048	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td> </tr> <tr> <td colspan="5" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table>	Social security number																				-					-				
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	or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td> </tr> </table>	Employer identification number																													
Employer identification number																															

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 5-27-15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
KANSAS CITY MO 64999

DATE OF THIS NOTICE: 12-26-2001
NUMBER OF THIS NOTICE: CP 575 A
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]
FORM: SS-4
0950545488 B

FOR ASSISTANCE CALL US AT:
1-800-829-1040

LAKE COUNTY GRADING COMPANY LLC
ROSENQUIST THOMAS A MEMBER
32901 N HWY 21
LIBERTYVILLE IL 60048

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing and incorrect information in your account. It also could cause you to be assigned more than one EIN.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

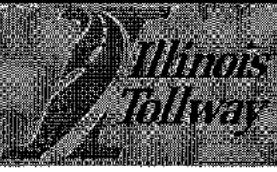
Form 941	04/30/2002
Form 1065	04/15/2003
Form 940	01/31/2003

Your assigned tax classification is based on information obtained from your Form SS-4. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a determination on your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Rev. Proc. 98-01, 1998-1 I.R.B. 7 (or the superseding revenue procedure for the year at issue).

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.



Illinois State Toll Highway Authority
State Exemption Number

The undersigned certifies that they are purchasing goods for use by, or to be included in projects of the Illinois State Toll Highway Authority. The Illinois State Toll Highway Authority is exempt from sales and use taxes in the state of Illinois for the following reason:

X Government Entity

The tax exemption number issued 1/1/15 by the Illinois Department of Revenue is:

Tax Exempt # [REDACTED]

Business Name Lake County Grading Co., LLC

Address 32901 N. Highway 21, PO Box L

City Libertyville State IL Zip 60048

Contract Number I-15-4649

Estimated Contract Start Date 07/28/15

Estimated Contract End Date 12/31/17

Other: _____

*This form is intended for use by the prime contractor on the above referenced contract number.
The prime contractor may provide a copy of this form to associated subcontractors and suppliers.*



LAKECOU-04 PATHAKAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 28 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Certificate Center
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Old Republic General Insurance Corporation	NAIC # 24139
INSURER B: Great American Insurance Company	16691
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Lake County Grading Company, LLC
32901 N. Highway 21
Libertyville, IL 60048-4912

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PO Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	A5CG 0725 14 01	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	X	A5CA 0725 14 01	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU 0198064 04	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A5CW 0725 14 01	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab	X		GPL 14168735	07/28/2015	12/31/2017	Each Loss/Agg: \$ 5,000,000

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

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED 06/29/2015

Project: Illinois State Tollway Project I-15-4649

The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, Construction Corridor Manager are additional insureds per CG 2032, as required by written contract.

The Illinois State Toll Highway Authority together with its officials, directors and employees and facilities of the Illinois Department of Transportation, Cook County Department of Highways, Village of Bensenville, City of Northlake, Elk Grove Village, City of Des Plaines, Village of Franklin Park, Federal Aviation Administration, and Canadian Pacific are additional insureds on a primary/non-contributory basis under the general liability policy, business auto and the SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

The Illinois State Toll Highway Authority 2700 Ogden Avenue Maple Park, IL 60161	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED Lake County Grading Company, LLC 32901 N. Highway 21 Libertyville, IL 60048-4912	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
contractor's pollution liability policy, as required by written contract.
Umbrella follows form of the underlying insurance.
USL & H is included in the workers compensation.
Waiver of Subrogation applies in favor of additional insureds per written contract or agreement as respect to General Liability, Auto Liability and Workers Compensation as permitted by law.
Pollution Policy does not contain Asbestos or Lead Paint exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Illinois Tollway Project #-15-4649

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OLD REPUBLIC GENERAL INSURANCE CORPORATION
CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
 Or Organization(s):** **Location(s) of Covered Operations**

Where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	LAKE COUNTY GRADING COMPANY, LLC		
Policy Number	A-5CG-072514-01	Endorsement No.	000
Policy Period	12/31/2014 to 12/31/2015	Endorsement Effective Date:	12/31/2014
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	7005		

 AUTHORIZED REPRESENTATIVE

 DATE

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is proportionately shared with other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own;
 - (2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is proportionately shared with other collectible insurance.

Named Insured	Lake County Grading Company		
Policy Number	A5CA07251401	Endorsement No.	
Policy Period	12/31/2014-12/31/2015	Endorsement Effective Date:	12/31/2014
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE

DATE

CA EN IL 0019 09 06

POLICY NUMBER:
A5CA 0725 14 01

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Lake County Grading Company, LLC

Endorsement Effective Date: 12/31/2014

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT IN ALL STATES WHERE APPLICABLE.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/31/2014 Policy No. A-5CW-072514-01 Endorsement No. 000

Insured LAKE COUNTY GRADING COMPANY, LLC Premium \$

Insurance Company Countersigned by _____

OLD REPUBLIC GENERAL INSURANCE CORPORATION

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT - ILLINOIS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We may cancel or non-renew this policy. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us Thirty (30) days prior to the effective date of cancellation or non-renewal.

We may cancel this policy for non payment. If we do, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us Ten (10) days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

This endorsement does not apply to the Named Insured.

Named Insured	LAKE COUNTY GRADING COMPANY, LLC		
Policy Number	A-5CG-072514-01	Endorsement No.	000
Policy Period	12/31/2014 to 12/31/2015	Endorsement Effective Date:	12/31/2014
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	7005		

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT- ILLINOIS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We may cancel or non-renew this policy. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us **THIRTY** (30) days prior to the effective date of cancellation or non-renewal.

We may cancel this policy for non payment. If we do, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us **TEN** (10) days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

This endorsement does not apply to the Named Insured.

Named Insured	LAKE COUNTY GRADING COMPANY, LLC		
Policy Number	A-5CA-072514-01	Endorsement No.	000
Policy Period	12-31-14 to 12-31-15	Endorsement Effective Date:	12-31-14
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007005		

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Cancellation or Non-Renewal to Specified Persons or Organizations Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us (30) thirty days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us (10) ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



www.willis.com

Willis of Illinois, Inc.
Willis Tower
233 S. Wacker, Suite 2000
Chicago, IL 60606
Phone: (312) 288-7700

July 28, 2015

The Illinois State Toll Highway Authority
Illinois Tollway PMO
Engineering Contract Services
Attn: Mark R. Thomas
2700 Ogden Avenue
Downers Grove, IL 60515

Re: Tollway I-15-4649 Project – Lake County Grading Company

Mr. Thomas,

Please be advised that Willis of Illinois, the broker for Lake County Grading Company, certifies that all provisions of the accepted certificate of insurance and the policy binder have been obtained and all endorsements indicated have been secured from the insurance carrier.

Included:

Certificate of Insurance
Pollution Liability Policy

Should you require further assistance with this or any other insurance matter for our insured, please let me know.

Sincerely,

Greg Field, Managing Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 601 Oakmont, Suite 400 Westmont IL 60559	CONTACT NAME: Lindsay Wcislo	PHONE (A/C, No, Ext): 630-468-5621	FAX (A/C, No): 630-468-5696
	E-MAIL ADDRESS: lindsay.wcislo@hubinternational.com		
INSURED ALPIDEMO2 Alpine Demolition Services LLC 3515 Stern Avenue Saint Charles IL 60174	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Co.		16535
	INSURER B: St. Paul Fire and Marine		24767
	INSURER C: Travelers Property Casualty America		25674
	INSURER D: Ironshore Specialty Company		25445
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 134455135 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 25,000 BI PD Occ GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	GLO596917504	8/16/2014	8/16/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP596917604	8/16/2014	8/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		ZUP13S9135914NF	8/16/2014	8/16/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC596917404	8/16/2014	8/16/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D C	Pollution Liability Leased & Rented		002333000 QT6606B265495TIL14	3/20/2015 8/16/2014	3/20/2016 8/16/2015	Limit: Occ./Agg. \$5MM / \$5MM Limit / Deductible \$500,000 / \$1,000

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

RE: Contract I-15-4649
 The following are included as additional insureds under Automobile Liability, Pollution Liability and General Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form. Illinois Department of Transportation, Cook County Department of Highways, Village of Bensenville, City of Northlake, Elk Grove Village, City of Des Plaines, Village of Franklin Park, Federal Aviation Administration, Canadian Pacific, Consulting Engineer, PMO, Design Section Engineer, Design Corridor Manager, Construction Manager, Project Manager, Construction Corridor Manager and The Illinois State Toll See Attached...

CERTIFICATE HOLDER

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 Downers Grove IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED Alpine Demolition Services LLC 3515 Stern Avenue Saint Charles IL 60174	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Highway Authority together with its officials, directors and employees
 A waiver of subrogation applies under General Liability, Automobile Liability, Workers Compensation and Pollution Liability in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/16/2014

Policy No. : WC5969174-04

Endorsement No.

Insured : Alpine Demolition Services LLC

Premium \$

Insurance Company : Zurich

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GLO5969175-04	8/16/14	8/16/15	8/16/14		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN	REPLACE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Any Engineers, Architects or Surveyors while not engaged by you, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Carrie O'Neal PHONE (A/C, No, Ext): 847-463-7159 FAX (A/C, No): 847-440-9123 E-MAIL ADDRESS: coneal@assuranceagency.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Starr Indemnity and Liability 38318 INSURER B: Federal Insurance Co 20281 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Holiins-02 Holiian Asbestos Removal & Encapsulation Corporation 7504 Meyer Road Spring Grove IL 60081	

COVERAGES **CERTIFICATE NUMBER:** 533543936 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC			1000065357151	2/1/2015	2/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPIOP AGG \$4,000,000 PRODUCTS - COMPIOP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SISIPCA08201515	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			1000336931151	2/1/2015	2/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	004-4727076	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution & Professional			1000065357151	2/1/2015	2/1/2016	Poll Limit: \$2,000,000 Prof Limit: \$2,000,000

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

Project: Illinois State Toll Highway Authority Contract I-15-4649:
 Seven commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, asbestos removal and remediation (as necessary), building demolitions, topsoil and seeding, temporary and permanent fencing, sealing abandoned water wells and filling existing septic tanks (as necessary), trees and stump removal, maintenance of traffic during construction, utility disconnection and removal, mobilization and other miscellaneous work.
 See Attached...

CERTIFICATE HOLDER Lake County Grading Company, LLC 32901 N. Highway 21 P.O. Box L Libertyville IL 60048	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="background-color: black; width: 100px; height: 20px;"></div>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd.		NAMED INSURED Holian Asbestos Removal & Encapsulation Corporation 7504 Meyer Road Spring Grove IL 60081	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

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

- Illinois Department of Transportation
- Cook County Department of Highways
- Village of Bensenville
- City of Northlake,
- Elk Grove Village
- City of Des Plaines
- Village of Franklin Park
- Federal Aviation Administration
- Canadian Pacific
- SOO Line Railroad Company doing business as Canadian Pacific
- Lake County Grading Company, LLC
- The Illinois State Toll Highway Authority together with its officials, directors and employees

A Waiver of Subrogation in favor of the additional insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

Pollution policy include coverage for Asbesto and Lead Paint

Umbrella follows form on the General Liability, Automobile, Worker's Compensation and Pollution Liability



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000065357151

Effective Date: 2/1/2015 at 12:01 A.M.

Named Insured: Holian Industries, Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

All as required by written, signed or executed contract.

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by written
contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2015

Policy No. 004-4727076

Endorsement No.

Insured Holian Insulation Company Inc.

Premium \$

Insurance Company Chubb Indemnity Insurance

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Holian Asbestos Removal & Encapsulation Corp.</p> <p>Endorsement Effective Date: 2/1/2015</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): As required by written contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Additional Insured – Owners, Lessees or Contractors

Policy Number: 1000065357151

Effective Date: 02/01/2015 at 12:01 A.M.

Named Insured: Holian Industries, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form

SCHEDULE

Name of Person or Organization: Where Required By Written Contract

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

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

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

2. Exclusions

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Additional Insured – Owners, Lessees or Contractors – Completed Operations

Policy Number: 1000065357151

Effective Date: 02/01/2015 at 12:01 A.M.

Named Insured: Holian Industries, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form

SCHEDULE

Name of Person or Organization: Where Required By Written Contract
Location And Description of Completed Operations: Where Required By Written Contract
Additional Premium: Included

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

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

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. 1-15-4649

PERFORMANCE BOND

Bond No. 929614654

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lake County Grading Company, LLC,
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Western Surety Company

(Name of Surety)

a corporation organized and existing under the laws of the State of SD with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Three Million Nine Hundred Forty Five Thousand Four Hundred Twenty Dollars and 00/100 (\$3,945,420.00), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

1-15-4649 1-15-4649 Building Removal - Elgin O'Hare Western Access Tollway Various

(Insert Contract Number and Description)

Locations, Franklin Park, Elk Grove Village, DesPlaines and Northlake, IL

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 29th day of May, 2015.

Surety Western Surety Company Principal Lake County Grading Company, LLC

Address 333 S. Wabash Ave. Address 32901 N. Highway 21

Chicago, IL 60604

Libertyville, IL 60048-4912

By [Redacted]
(Seal) Maryann Powell Attorney in Fact



[Redacted] (Seal)
(Signature, Name & Title)
Michael Wolff, Managing Member

Agent for
Surety Willis of Illinois, Inc.

Attest [Redacted]
Corporate Secretary

Address Willis Tower, 233 South Wacker Drive, Suite 2000
Chicago, IL 60606

(Attach Surety's Power of Attorney)

**(Attach Notary Certificate
Authenticating Signature of Attorney-In-Fact)**

**(Attach Notary Certificate
Authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)**

State of Illinois

County of Cook


SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Ila Delman Notary Public of Cook County, in the State of Illinois,

do hereby certify that Maryann Powell Attorney-in-Fact, of the Western Surety Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 29th day of May, 2015.



Notary Public Ila Delman
My Commission expires: June 15, 2019



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Maryann Powell , Individually

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

- In Unlimited Amounts -

Surety Bond No.: 929614654
Principal: Lake County Grading Company, LLC
Obligee: Illinois State Toll Highway Authority

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



WESTERN SURETY COMPANY

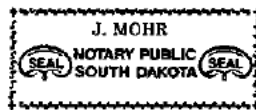


Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of May, 2015.



WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. 1-15-4649

PAYMENT BOND

Bond No. 929614654

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lake County Grading Company, LLC,
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Western Surety Company
(Name of Surety)

a corporation organized and existing under the laws of the State of SD with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Three Million Nine Hundred Forty Five Thousand Four Hundred Twenty Dollars and 00/100 (\$3,945,420.00), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

1-15-4649 1-15-4649 Building Removal - Elgin O'Hare Western Access Tollway Various
(Insert Contract Number and Description)

Locations, Franklin Park, Elk Grove Village, DesPlaines and Northlake, IL

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 29th day of May, 2015.

Surety Western Surety Company

Principal Lake County Grading Company, LLC

Address 333 S. Wabash Ave.

Address 32901 N. Highway 21

Chicago, IL 60604

Libertyville, IL 60048-4912

By [Redacted]
(Seal) Maryann Powell Attorney in Fact



[Redacted]
(Signature, Name & Title) (Seal)
Michael Wolff, Managing Member

Agent for
Surety Willis of Illinois, Inc.

Attest [Redacted]
Corporate Secretary

Address Willis Tower, 233 South Wacker Drive, Suite 2000

Chicago, IL 60606

(Attach Surety's Power of Attorney)

**(Attach Notary Certificate
Authenticating Signature of Attorney-In-Fact)**

**(Attach Notary Certificate
Authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)**

State of Illinois
County of Cook

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Ila Delman Notary Public of Cook County, in the State of Illinois,

do hereby certify that Maryann Powell Attorney-in-Fact, of the Western Surety Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 29th day of May, 2015.



Notary Public

Ila Delman

My Commission expires: June 15, 2019



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Maryann Powell , Individually

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

- In Unlimited Amounts -

Surety Bond No.: 929614654
Principal: Lake County Grading Company, LLC
Obligee: Illinois State Toll Highway Authority

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.



WESTERN SURETY COMPANY

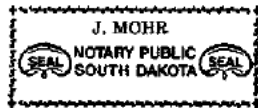
[Redacted Signature]

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



[Redacted Signature]

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of May, 2015.



WESTERN SURETY COMPANY

[Redacted Signature]

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.:

1-15-4649

CONTRACTOR NAME:

LAKE COUNTY GRADING CO. LLC.

1. PAYMENT TERMS AND CONDITIONS:

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

Vendor(s) are required to attest to the standards set forth in this contract and must include the following statement on every one of their invoices delivered to the Tollway pursuant to statute 605 ILCS 10/16.1.

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.

1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

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

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of 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 15 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. If required, Vendor shall provide to the State a copy of all such subcontracts within 15 days after execution of the subcontract. 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 Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, 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. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three 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 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 its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the

purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

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 the contract is being resolved unless otherwise directed by the State.
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.
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 the contract without penalty if performance does not resume within 30 days of the declaration.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
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 confidentiality provisions of this contract.
10. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
11. **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be

modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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.
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.
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.
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 reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov>.
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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
19. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
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.

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 the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
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) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
23. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
24. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 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.
 - 24.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
 - 24.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
25. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
 - 25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
 - 25.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

27. **SUPPLEMENTAL PROVISIONS**

27.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

27.1.1 **Agents and Employees:**

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

27.1.2 **Publicity:**

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

27.1.3 **Third Party Beneficiaries:**

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

27.1.4 **Successors In Interest:**

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

27.1.5 **Venue:**

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

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

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

27.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

27.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT CC

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

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	None
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	N/A

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

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



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

Date: 5/5/15

Contract
Number: I-15-4649

Project Name: Building Removal - Elgin O'Hare Western Access Tollway Various Locations
in the Vicinity of Western Access

Sub Contractor/Consultant Disclosure

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

If yes, you must identify below, to the extent the information is known, the names, addresses and type of work all Sub-Contractors/Consultants you will be using in the performance of this Contract, together with the anticipated dollar value each is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section Sub-Contractors/Consultants are those specifically hired to perform all, or part, of the work of this contract or to provide the supplies requested by the State.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$60,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

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

Contractor/Consultant: Lake County Grading Company, LLC

**Federal Employment Identification
Number (FEIN)** [REDACTED]

E-Mail: d_meservey@lccg.com

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

<u>Sub-Contractor(s)</u>	<u>Sub-Contractor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount to be Paid (to extent known)</u>
Alpine Demolition Services	[REDACTED]	3515 Stern Avenue St. Charles, IL 60174	Demolition	\$850,000.00
Industria Construction Services	[REDACTED]	2856 N. Campbell Avenue Chicago, IL 60618	Site Restoration	\$120,000.00

Print Michael Wolff **Date** 5/5/15

Contractor/Consultant [Signature]



Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract #

1-15-4649

Today's
Date

MAY 5, 20

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

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

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

LAKE COUNTY GRADING CO. LLC

Contractor

MICHAEL WOLFF - MANAGING MEMBER

ive

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



LLC FILE DETAIL REPORT

Entity Name	LAKE COUNTY GRADING COMPANY, LLC	File Number	00640859
Status	ACTIVE	On	11/05/2014
Entity Type	LLC	Type of LLC	Domestic
File Date	12/19/2001	Jurisdiction	IL
Agent Name	CORPORATION AGENTS, INC.	Agent Change Date	12/19/2001
Agent Street Address	611 S MILWAUKEE, PO BOX 400	Principal Office	32901 NORTH HIGHWAY 21 LIBERTYVILLE, IL 60048
Agent City	LIBERTYVILLE	Management Type	MGR View
Agent Zip	60048	Duration	
Annual Report Filing Date	11/05/2014	For Year	2014
Old LLC Name	03/21/2002 - LCG, LLC		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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(One Certificate per Transaction)

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Lake County Grading Co LLC



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:53 05/22/15

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/22/15 AT 14:53 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Industria, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:37 05/22/15

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/22/15 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Alpine Demolition Svcs

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:35 05/22/15

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

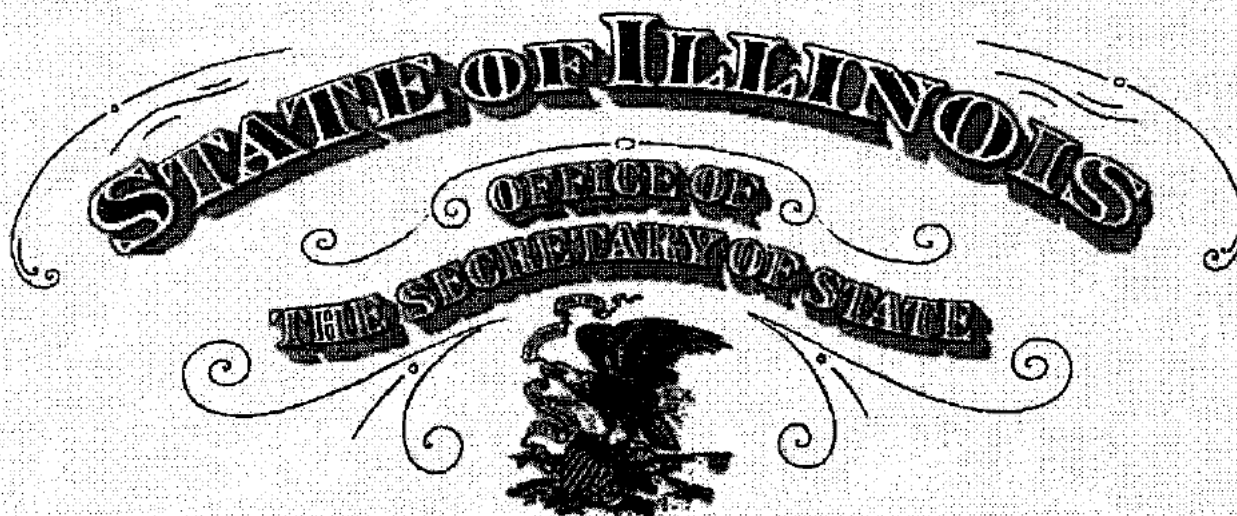
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 05/22/15 AT 14:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

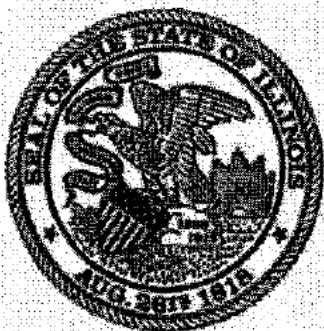
ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

LAKE COUNTY GRADING COMPANY, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 19, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1514101832

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of MAY A.D. 2015

Jesse White

SECRETARY OF STATE

Certificate of Registration



Registration No. 12855

Lake County Grading Company, LLC

PO Box L

Libertyville IL 60048

Information for this business last updated on:

Tuesday, October 14, 2014

Certificate produced on Thursday, May 21, 2015 at 10:44 AM



Vendor Registration: View Form

Business Name: Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

[Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#)[Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)[Return to Main Form](#)

Vendor Registration

Form Name	A - B. Business Information & Other Business Registrations
Description	Complete section A and B, in order to submit this form.
Date Submitted	3/9/2015
Status	Accepted
Business Name	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
Point of Contact	Dave Meservey
Flag Form	Add Flag

A. Business Information

1. Your Business is Registering as a	Prime contractor and subcontractor	PDF
2. Name of CEO/Business Owner	Michael Wolff	PDF
3. Annual sales/gross receipts	40000000	PDF
4. Is your business a Division or Subsidiary of another organization?	No	PDF
5. When was your business established?	12/1/2001	PDF
6. In what Illinois county(ies) are you conducting business?	The business conducts business statewide.	PDF
7. Contact Person for this vendor registration	Dave Meservey	PDF
Contact Person Title	Chief Estimator	
Contact Person Phone	847-362-2590 x 122	
Contact Person Email	d_meservey@lccg.com	

B. Other Business Registrations

1. Is your business registered with any of the following State of Illinois programs?	Not applicable/not registered	PDF
--	-------------------------------	---------------------

Additional Information

Staff Attached File(s)

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

Customer Support

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Vendor Registration: View Form

Business Name: Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

[Main](#) | [General Info](#) | [Public Profile](#) | [Users](#) | [Commodity Codes](#) | [Contacts & Owners](#)

[Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

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Vendor Registration	
Form Name	C. Small Business Set-Aside Program
Description	Complete the Small Business Set-Aside Program form
Date Submitted	3/9/2015
Status	Accepted
Business Name	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
Point of Contact	Dave Meservey
Flag Form	Add Flag

C. Small Business Set-Aside Program	
1. Would you like to apply for the Small Business Set-Aside Program?	No

Additional Information	
Staff Attached File(s)	Attach File
Refresh List after attaching file(s).	

Customer Support

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Vendor Registration: View Form

Business Name: Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

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Vendor Registration

Form Name	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
Description	Complete section D and E, in order to submit this form.
Date Submitted	3/9/2015
Status	Accepted
Business Name	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
Point of Contact	Dave Meservey
Flag Form	Add Flag

D. Department of Human Rights (DHR)

1. Total number of employees, during the past year	100	<input type="checkbox"/>
2. Select the DHR status of your business	My business had 15 or more employee at any time within the past year. 11195800	<input type="checkbox"/>

E. Authorized to do Business in Illinois

1. Is your business registered and authorized to do business in Illinois?	Yes, registered	<input type="checkbox"/>
---	-----------------	--------------------------

Additional Information

Staff Attached File(s)	Attach File
Refresh List after attaching file(s).	

Customer Support

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Vendor Registration: View Form

Business Name: Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

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Vendor Registration	
Form Name	F - G. Certifications & Board of Elections
Description	Complete section F - G, in order to submit the form.
Date Submitted	3/9/2015
Status	Accepted
Business Name	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
Point of Contact	Dave Meservey
Flag Form	Add Flag

F. Certifications	
1. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.	<input checked="" type="checkbox"/>
Yes	
2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3	<input checked="" type="checkbox"/>
Yes	
3. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable	<input checked="" type="checkbox"/>
Yes	
4. If you are awarded a contract for which there was a current Vendor providing the services covered by that contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by that contract subject to its bid or offer; and (ii) that it shall offer employment to all employees that are then currently employed in any existing bargaining unit who performs substantially similar work to the work that will be performed pursuant to that contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80	<input checked="" type="checkbox"/>
Yes	
5. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5	<input checked="" type="checkbox"/>
Yes	
6. 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	<input checked="" type="checkbox"/>
Yes	
7. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5	<input checked="" type="checkbox"/>
Yes	
8. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60	<input checked="" type="checkbox"/>
Yes	
9. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12	<input checked="" type="checkbox"/>
Yes	

10. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
- Yes
11. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
- Yes
12. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30
- Yes
13. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
- Yes
14. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
- Yes
15. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
- Yes
16. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517
- Yes
17. Vendor certifies that if awarded a contract for public works, steel products used or supplied in the performance of that contract shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception in writing. 30 ILCS 565
- Yes
18. If Vendor is awarded a contract worth more than \$5,000 and employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
- Yes
19. If Vendor is an individual and is awarded a contract worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract pursuant to the Drug Free Workplace Act. 30 ILCS 580
- N/A
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582
- Yes
21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
- Yes
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the Agency/University under any contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584
- Yes
23. Vendor certifies that if awarded a contract including information technology, electronic information, software, systems and equipment, developed or provided under any contract, it will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards. 30 ILCS 587
- Yes
24. Vendor certifies that if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
- Yes
25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4, E-11

Yes
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
Yes
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2
Yes
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee whose procurement authority at any time during the one-year period preceding the procurement lobbying activity.
Yes
29. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37 Vendor will not make a political contribution that will violate these requirements.
Yes
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. (30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)
Yes

G. Board of Elections (BOE)

1. Is your business registered with the Board of Elections (BOE)?
Yes, I certify my business is registered with BOE. 12855

Additional Information

Staff Attached File(s)	<input type="button" value="Attach File"/>
Refresh List after attaching file(s).	



Vendor Registration: View Form

Business Name: **Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC**

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- [Comments](#) | [Reviews](#) | [Certifications](#) | [Site Visits](#) | [Registrations](#)

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Vendor Registration	
Form Name	H. Iran Disclosure
Description	Complete section H, in order to submit this form.
Date Submitted	3/9/2015
Status	Accepted
Business Name	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
Point of Contact	Dave Meservey
Flag Form	Add Flag

H. Iran Disclosure	
1. Do you or any of your corporate parents or subsidiaries have any business operations that must be disclosed?	<input type="text" value="No business operations to disclose."/>

Additional Information	
Staff Attached File(s)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Attach File</div> Refresh List after attaching file(s).

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22035750 Procurement/Contract #: I-15-4649

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 #: 20351186 IPG Expiration Date: March 11, 2016

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	Click here to enter text.	Click here to enter text.

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

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 #
See attached	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

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: Lake County Grading Company, LLC
 Street Address: 32901 N. Highway 21 P.O. Box L
 City, State, Zip: Libertyville, IL 60048

Phone: 847-362-2590
 Email: m_wolff@lccg.com
 Vendor Contact: Michael Wolff

Signature: 

Date: May 5, 2015

Printed Name: Michael Wolff

Title: Managing Member

Agency/University	Project Tittle	Status	Value	Contract Reference
LCDOT	Peterson Rd Recon	OPEN	\$14,960,420.00	10-00098-19-RP
IDOT	Grade Seperation	OPEN	\$600,000.00	60W01
ISTHA	(I-90) IL Rt. 31 to Fox River, M.P. 54.4 to M.P. 55.4	OPEN	\$8,300,000.00	I-14-4204
ISTHA	(I-90) Mannheim Road to Kennedy Expressway, M.P. 76.6 to M.P. 78.9	OPEN	\$5,300,000.00	I-14-4212
ISTHA	(I-90), Tollway Bridge # 533 M.P. 73.5	OPEN	\$2,750,000.00	I-13-4618
ISTHA	EOWA Tollway, M.P. 7.6 to M.P. 10.1	OPEN	\$1,100,000.00	I-13-4602
ISTHA	Various Repairs Systemwide	OPEN	\$550,000.00	RR-14-5692
ISTHA	Roadway & Bridge Const. IL 390	OPEN	\$500,000.00	I-13-4606
ISTHA	Building Removal, EOWA Tollway, Various Locations	PENDING	\$3,945,420.00	I-15-4649

Vendor Registration: View

Help & Tools 

Business Name: Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

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Vendor Registration

Name	State of Illinois Vendor Registration
Description	Register to do business with the State of Illinois
Date Submitted	3/9/2015
Status	Accepted
Reviewer	Jan Morrow
Date Reviewed	3/12/2015
Public Review Comments	
Private Review Comments	
Expiration Date	3/11/2016
Flag Form	Add Flag

Settings

Business Enterprise Program (BEP) Registered	No
Veteran Owned Small Business (VOSB) Registered	No
Service Disabled Veteran Owned Small Business (SDVOSB) Registered	No
Small Business Set-Aside Program (SBSP) Registered	No
State Use Program	No
Registering as a	Prime & Subcontractor

Vendor Information

Business Name	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
Primary Contact	Dave Meservey (change contact)
Primary Contact Email	d_meservey@lccg.com
Phone	847-362-2590
Fax	847-362-9460
Company Email	d_meservey@lccg.com
Tax ID Number	
Company Type	LLC
Address	32901 N. Highway 21 PO Box L Libertyville, IL 60048

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Forms

Vendor Registration: View Form

Help & Tools 

Business Name: Lake County Grading Company, LLC, DBA Lake County Grading Company, LLC

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Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	3/9/2015
Status	Accepted
Business Name	Lake County Grading Company, LLC DBA Lake County Grading Company, LLC
Point of Contact	Dave Meservey
Flag Form	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

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

B. Is there a parent entity?

No

C. Instrument of Ownership or Beneficial Interest

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

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$108,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$108,447.20 of the business' distributive income?

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form.docx (DOCX, 141.98 KB)	Attached by Dave Meservey on 3/9/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest of greater than 5% or greater than \$108,447.20 have been disclosed.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$108,447.20 or greater than 5% of the total distributive income of the disclosing entity have been disclosed.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$108,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services?

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

Additional Information

Staff Attached File(s)



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Customer Support

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

Vendor Name: Lake County Grading Company, LLC

DBA: Lake County Grading Company, LLC

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Richard Keller	[REDACTED]	44.7	Click here to enter text.	53.4	Click here to enter text.
Michael Wolff		24.9	Click here to enter text.	10.3	Click here to enter text.
Stephan Phillips		16.5	Click here to enter text.	19.7	Click here to enter text.
David Meservey		13.9	Click here to enter text.	16.6	Click here to enter text.
Click here to enter text.		Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



**Illinois Department
of Transportation**

Certificate of Eligibility

Lake County Grading Company, LLC
P.O. Box L Libertyville, IL 60048

Contractor No 3345

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

\$70,748,000.00

001	EARTHWORK	\$38,075,000
012	DRAINAGE	\$18,550,000
017	CONCRETE CONSTRUCTION	\$350,000
032	COLD MILL, PLAN. & ROTOMILL	\$425,000
034	DEMOLITION	\$2,075,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/4/2015 TO 4/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/4/2015.


Interim Engineer of Construction

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

1-15-4649
(Enter Tollway Contract Number)

SUBMITTING BIDDER:

LAKE COUNTY GRADING CO. LLC.
(Enter Name of Firm)

ADDRESS:

P.O. Box 6
LIBERTYVILLE, IL 60048

STATE OF ILLINOIS)

COUNTY OF LAKE)

SS

The Affiant, MICHAEL WOLFF, being first duly sworn, upon oath deposes and says:

1. That the Affiant is MICHAEL WOLFF of LAKE COUNTY GRADING CO. LLC. who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as 1-15-4649 (enter Tollway contract number), between the Bidder and the Owner;
2. The Affiant hereby states that the Bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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


SIGNATURE OF AFFI

SUBSCRIBED AND SWORN BEFORE ME THIS 5TH DAY OF MAY, 2015.


NOTARY PUBLIC

JODI L. HORRS
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
June 03, 2016