

RESOLUTION NO. 22113

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-18-4352 for Windsor Drive Bridge Replacement on Illinois Tollway Connector Ramps M & N between the Reagan Memorial Tollway (I-88) & the Tri-State Tollway (I-294). The lowest responsive and responsible bidder on Contract No. I-18-4352 is Lorig Construction Company in the amount of \$4,805,346.20.

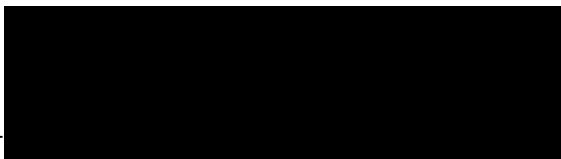
Resolution

Contract No. I-18-4352 is awarded to Lorig Construction Company in the amount of \$4,805,346.20, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____





December 10, 2020

David Lorig
President
Lorig Construction Co.
250 East Touhy
Des Plaines, IL 60018

**Re: Construction Contract I-18-4352
Windsor Drive Bridge Replacement Over Illinois Tollway Connector
Ramps M & N between I-88 & I-294**

CONDITIONAL NOTICE TO PROCEED

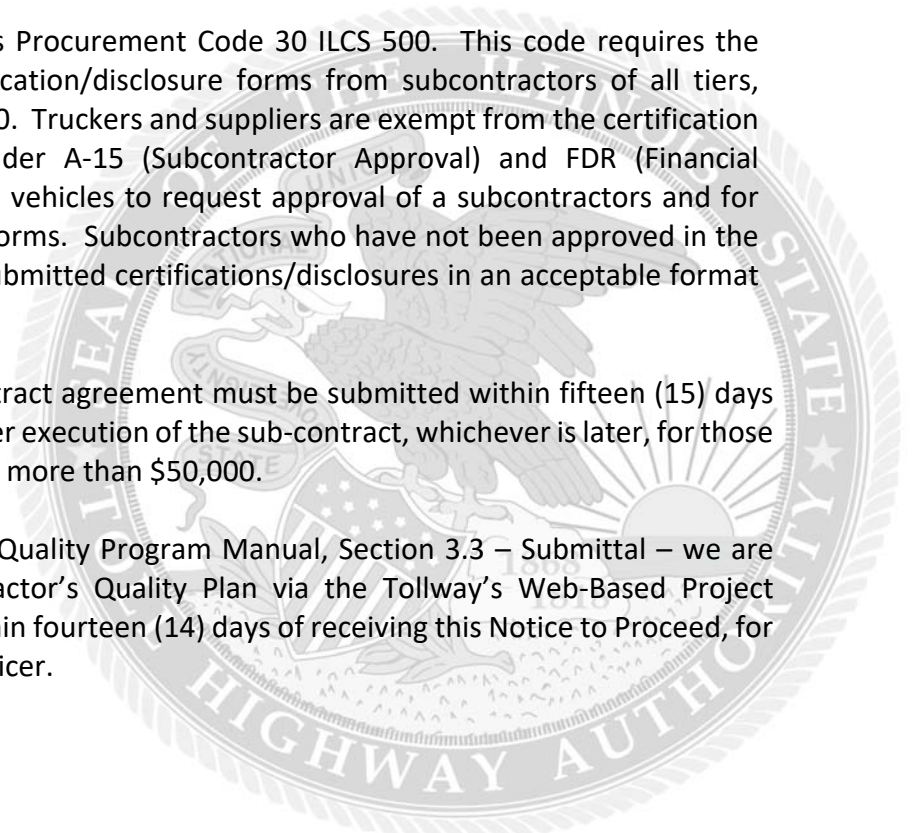
Dear Mr. Lorig:

As of this date, with receipt of all the executed Contract Documents, in accordance with Section 103.08 of the Tollway Supplemental Specifications and S.P. 104 of the Contract Requirements, the Work commencement date is hereby set forth as **December 10, 2020**. Construction of the Work can commence and the terms and conditions of your Contract Documents become effective on this date. A duplicate original of the contract will be available for you via eBuilder.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from subcontractors of all tiers, whose contract value exceeds \$50,000. Truckers and suppliers are exempt from the certification/disclosure requirement. The e-Builder A-15 (Subcontractor Approval) and FDR (Financial Disclosure Review) processes are the vehicles to request approval of a subcontractors and for submittal of certification/disclosure forms. Subcontractors who have not been approved in the e-Builder A-15 process or have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000.

In accordance with the Contractor's Quality Program Manual, Section 3.3 – Submittal – we are requesting submittal of your Contractor's Quality Plan via the Tollway's Web-Based Project Management System (E-Builder), within fourteen (14) days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.

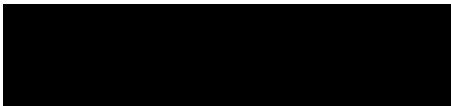


Pursuant to Supplemental Specification Section 107.27 and the Contract Special Provision Article S.P. 107.1 and S.P. 107.2, Engineering Professional Liability and/or Environmental Protection insurance is required as specified in the respective Special Provisions. As of the date of this letter, the required Engineering Professional Liability and/or Environmental Protection insurance documentation has not been provided. Therefore you are not authorized to start with any of the work associated with the Special Provisions 107.1 and or 107.2 until such time as the proper insurance documentation has been submitted and approved by the Tollway.

Baseline schedule for the scope of this contract will be required to be submitted to the Engineer within 14 calendar days of the issuance of the Notice to Proceed per Tollway Supplemental Spec. 108.02.

As provided in Special Provision 103.1 and Article 108.05 of the Tollway Supplemental Specifications, the completion date for this project is hereby fixed at November 29, 2021.

Sincerely,



Eric Occomy
Chief of Contract Services

EO: gg

cc	Mustafa Hassan, DPM	Eleanor Curcuro
	Mo Faraj, PM	John Stevens
	Contract Services	Dorothy Jablonski
	Lt. Robert Meeder	Chief Engineering Officer

File: 03.4352.01.03 LT_Tollway_EO_4352-LorigConstructionCo-ConditionalNTP_12102020

RETURN WITH BID

CONTRACT I-18-4352

**WINDSOR DRIVE BRIDGE REPLACEMENT
OVER ILLINOIS TOLLWAY CONNECTOR
RAMPS M & N
BETWEEN I-88 & I-294**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-18-4352
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 8/12/2020

For which proposals will **ONLY** be accepted electronically via **BidBuy**, the State of Illinois eProcurement System. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bid responses must be received **PRIOR TO** the bid opening at 10:30:00a.m., local time, **August 25, 2020**. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The following revised Special Provision page is included in the Contract with this Addendum: J-53R

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #1 Contract Requirements, Volume II, replace page J-53 with page J-53R . This replacement contains the following revisions (attached):

- 1.1. Revised **Description** and deleted **Materials**

END OF ADDENDUM CHANGES

CONCRETE STRUCTURES

Description. This special provision shall consist of constructing cast-in-place concrete structures that shall include bridge deck and diaphragm elements of the superstructure constructed in one continuous operation between expansion or construction joints and shall be constructed using standard IDOT Class BS concrete. Section 503 of the Standard Specifications shall apply, except as modified herein.

CONSTRUCTION REQUIREMENTS

Add this sentence to the end of the ninth paragraph of Article 503.06 of the Standard Specifications:

“Where stainless steel reinforcement bars are specified, all metal items to remain in the concrete structure, such as tie bars, bolts, anchorages, and metal ties, shall be fabricated with stainless steel.”

Add this sentence to the end of the first paragraph of Article 503.06(b) of the Standard Specifications to read:

“Where stainless steel reinforcement bars are specified, all metal tie rods, bolts, anchorages, brackets, and other forming hardware which is incorporated into the bridge deck shall be stainless steel.”

Revise the Second Paragraph of Article 503.06(b) of the Standard Specifications to read as follows.

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

Revise Article 503.06(b)(1) of the Standard Specifications to read as follows.

“(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches of the bottom flange of the beam or girder.”

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I - 18 - 4352
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 8/5/2020

For which proposals will **ONLY** be accepted electronically via **BidBuy**, the State of Illinois eProcurement System. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bid responses must be received **PRIOR TO** the bid opening at 10:30:00a.m., local time, **August 25, 2020**. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on **July 23, 2020** are included in this Addendum.
2. Responses to Request for Information received from the Plan Holders are included in this Addendum.

END OF ADDENDUM CHANGES



Capital Program

PRE-BID MEETING MINUTES

MEETING PURPOSE: [Optional Pre-Bid Meeting - Contract I-18-4352 Windsor Drive Bridge Replacement Over Illinois Tollway Connector Ramps M & N Between I-88 & I-294]

MEETING DATE: [July 23, 2020]

MEETING TIME: [9:00 AM]

CHAIRPERSON: [Grace Gomez – Contract Analyst]

LOCATION: [Illinois Tollway WebEx]

TO:

<u>Names</u>	<u>Initials</u>	<u>Organization / Title</u>
Eric Ocomy	EC	Procurement / Chief of Contract Services
Brenda Chagoy	BC	Procurement / Deputy Chief of Procurement
Grace Gomez	GG	Procurement / Contract Analyst
Angela Arrington-Jones	AAJ	Procurement / Chief of Contract Compliance
Sainey Jobe	SJ	Procurement / Deputy Chief of Contract Compliance
Mo Faraj	MF	Engineering / Senior Project Engineer
Mustafa Hassan	MH	Engineering / Executive Project Manager
Pete Foernssler	PF	Engineering/Deputy Chief of Program
Jim Mayer	JM	PMO Design Manager
John Stevens	JS	PMO Construction Manager
Martin Silvester	MS	DSE Project Manager
Stan Fearday	SF	DSE Project Engineer
Brian Klabel	BK	CSE Resident Engineer
Karl Wilson	KRW	CSE Project Manager
See Attached form		Per e-mail address
Manage Registrations for additional Participants		

TOPICS DISCUSSED:

- 1.0 Open: Welcome; Self-introduction by Procurement Representative**
- 2.0 Self-Introduction of Attendees**
 - 2.1 Tollway Procurement – Contract Services
 - 2.2 Tollway Procurement – Contract Compliance
 - 2.3 Tollway Diversity
 - 2.4 Tollway Engineering Project Manager
- 3.0 Brief Project Description (by Procurement Representative)**



Capital Program

PRE-BID MEETING MINUTES

- 3.1 Project Overview - the location of services to be performed is on the Tollway Connector Ramps M and N between I-88 and I-294 in the Village of Oak Brook, Du Page County, Illinois. The scope of the work consists of complete staged demolition and replacement, lengthening and widening of Bridge No. 299 over Ramps M and N. to accommodate proposed 4-lanes on Windsor Drive.
- 3.2 Unique Project Elements - the project includes long span precast concrete beams, and bridge aesthetics including architectural lettering. The bridge is only accessible on Windsor Drive from the south as Windsor Drive is not a through road. Pre-coring of abutment piles is required to avoid existing piles and help mitigate vibrations during pile driving. For cost sharing and future maintenance responsibilities a two-party Intergovernmental Agreement between the Tollway and the Village of Oak Brook was developed for the proposed improvement.

4.0 **Advertisement Schedule** *(by Procurement Representative)*

- 4.1 Final Date for Plan Holder Questions – July 30, 2020
- 4.2 Bid Opening Date – August 25, 2020

5.0 **Compliance Goals** *(by Procurement Representative)*

- 5.1 Disadvantaged Business Enterprise Program (DBE) - 21 %
- 5.2 Veteran-Owned Small Business Program (VOSB) - 2.5 %
- 5.3 Workforce
- 5.3.1 Equal Employment Opportunity (EEO)
- Minority (19.6 %)
 - Female (6.9 %)

6.0 **Diversity Programs - Overview of Available Programs** *(by Diversity Representative)*

- 6.1 Bid Credit Cap is \$125,000.00
- 6.2 Prime must own and submit a Bid Credit Certificate in order to use a subcontractor's certificate.
- 6.3 Technical Assistance Program
- 6.4 Partnering for Growth (P4G)
- 6.5 Earned Credit Program (ECP)
- 6.6 Construction Works

7.0 **Project Schedule** *(by Engineering Project Manager)*

- 7.1 Anticipated Notice-to-Proceed – December 15, 2020
- 7.2 Substantial Completion – October 29, 2021
- 7.3 Contract Completion – November 29, 2021

8.0 **Special Items to Note** *(by Engineering Project Manager)*

- 8.1 Utility Relocation Status – In progress, utility relocations anticipated to be completed prior to NTP



Capital Program

PRE-BID MEETING MINUTES

- 8.2 Temporary Construction Easements – In progress, anticipated to be completed prior to NTP
- 8.3 Permits including Right-of-Entry Permits (SP106)
- 8.4 Coordination with Other Tollway Departments
- 8.5 Coordination with Other Contractors (SP106.3)
- 8.6 Cooperation with Village of Oak Brook, Nicor, and Flag Creek Water Reclamation District (SP.106.5)
- 8.7 Other Items

9.0 Revisions to Contract / Addenda

- 9.1 Addendum 1 Release Schedule & Contents – Week of August 3, 2020
- 9.2 Addendum 2 Release Schedule & Contents – Week of August 10, 2020 (*if needed*)

10.0 Responses to Plan Holder Questions

- 10.1 The tollway advised they had received one question to date regarding if the bid opening date was August 4th or August 25th. The tollway advised that the bid opening date was August 25, 2020 and would clarify this in Addendum 1.
- 10.2 Future question responses. [As a reminder the cut-off for questions is July 30, 2020 at 2:00 p.m.](#)

Related Notes

Manage Registrations: I-18-4352 Optional Pre-Bid Meeting

[English : Chicago Time](#)

Event on Thursday, July 23, 2020 9:00 am

Pending (0)		Approved (10)		Rejected (0)		All (10)	
Maximum registrations allowed: 10000 Total registrations: 10							
First Name	Last Name	Email Address		Registration Date & Time	Status		
Andrew	Dempsey	adempsey@els-t.com		7/22/20 4:20 pm	Approved		
Seannica	Spencer	sspencer@getipass.com		7/23/20 8:47 am	Approved		
Joseph	Carvatta	jcarvatta@fhpaschen.com		7/23/20 8:55 am	Approved		
Adam	Natonski	adam@gatwoodcrane.com		7/23/20 8:56 am	Approved		
Jarrod	Cebulski	jcebulski@patrickco.com		7/23/20 8:58 am	Approved		
martin	silvester	msilvester@upchurchgroup.com		7/23/20 9:01 am	Approved		
Mike	Valentino	mvalentino@getipass.com		7/23/20 9:02 am	Approved		
KARL	WILSON	kwilson@patrickco.com		7/23/20 9:06 am	Approved		
Juan	Calahorrano	[REDACTED]		7/23/20 9:06 am	Approved		
Jon	Kam	jonk@k-five.net		7/23/20 9:06 am	Approved		

[Go Back](#)

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-18-4352
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 8/5/2020

RESPONSES TO BIDDER QUESTIONS

1. **QUESTION:** We are interested in this invitation to bid and would like to clarify the dates indicated in the attached below. In the second paragraph, the invitation says, "Sealed proposals will be accepted until 10:30 a.m. on August 4, 2020..." However, the Bid Opening indicated is not until August 25, 2020 at 10:30 a.m.

Can you please provide clarification on the two dates?

RESPONSE: The Bid Opening Date is August 25, 2020. The invitation date of August 4, 2020 is incorrect.

2. **QUESTION:** What is the breakdown for the "Substantial Completion Incentive Payment Plan" and also "Interim Completion Incentive Payment Plan"?

RESPONSE: *There is no Interim Completion Date (see SP103.3) and therefore no Interim Completion Incentive Payment Plan. The Incentive Payment Plan is only dependent on Substantial Completion.*

3. **QUESTION:** Is this a union project? No.

ISTHA Contract Compliance monitors prevailing wage requirements based on State, Tollway, and if applicable federal regulations/policies; not union requirements. Please refer to section 7 under Instruction and Information to Bidders.

Reference Volume I - Required Documents for Contract I-18-4352

INSTRUCTIONS AND INFORMATION TO BIDDERS

7. WAGE STIPULATIONS

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

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

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

4. **QUESTION:** Is this the Tollway presenting today?

RESPONSE: The Tollway presented the Optional Pre-Bid Meeting.

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PART I - INSTRUCTIONS

Bid Schedule and Information

A-1

Construction Bid Checklist

CL-1 – CL-3

Instruction and information to Bidders

I-1 – I-10

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and Information for

CONTRACT NO: I-18-4352

*Bids for the above numbered contract as described below will only be accepted **electronically via BidBuy, the State of Illinois eProcurement System.** The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bid responses must be received PRIOR TO the bid opening at 10:30:00a.m., local time, **August 25, 2020.** Bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>.*

An **optional pre-bid meeting** is scheduled for July 23, 2020 at 9:00 AM local time. Information on the optional pre-bid meeting will be sent out via an addendum.

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

The work to be done under this contract shall be started on or about December 15, 2020. All work under this Contract shall be completed by November 29, 2021. The location of services to be performed on the Windsor Drive bridge over Illinois Tollway Connector Ramps M & N between I-88 & I-294 in Oak Brook, Illinois. (DuPage). The work under this Contract shall consist of: Complete removal of existing four span bridge and replace with two span bridge at Windsor Drive over the Tollway Connector Ramps M & N between I-88 & I-294, pavement removal, roadway pavement construction, grading & earth embankment, erosion control & landscaping, lighting, associated maintenance of traffic, and all other appurtenant and miscellaneous construction shown on the plans and as required by the Standard Specification and within Special Provisions.

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

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

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

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR). **There are NO EXCEPTIONS.**

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention 4352D.4352.Questions@docs.e-builder.net, to be received no later than 2:00 p.m. local time on July 30, 2020.

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

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

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

DATE: July 13, 2020

Documents Required with the Bid

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

Required Documents	Reference Volume I	Comments and Important Information		Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more pages)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	If a Joint Venture, must be submitted for each Joint Venture Partner	
Disadvantaged Business Enterprise <ul style="list-style-type: none"> • DBE 2026-Utilization Plan • DBE 2025 (s) • DBE 2023 if needed 	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. The DBE 2025 form should be submitted with the bid. See DBE Special Provision for additional information. If goal is 0% the forms are not required.		
Veteran Small Business Participation and Utilization <ul style="list-style-type: none"> • VOSB 2026-Utilization Plan • VOSB 2025 (s) • VOSB 2023 if needed 	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. The VOSB 2025 form should be submitted with the bid. See Veterans Special Provision for additional information. If goal is 0% the form is not required.		
Equal Employment Opportunity EEO 1256	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.		
Optional Bid Credit Incentive Program Certificates	Section I #30 Bid Credit Incentive Programs Special Provision	If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information		
Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4	Section I-#4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.		

Bid Bond, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.	
Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	
Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.	
Illinois Dept. of Human Rights	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner	
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	
State Board of Elections	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner	

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

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

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

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

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

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. BID GUARANTY

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

7. WAGE STIPULATIONS

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

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

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

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

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

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

AMENDMENTS TO PREVAILING WAGE LAW

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

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

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

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

8. **NON-COLLUSION AFFIDAVIT**

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

9. **QUALIFICATIONS OF BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **TOLLWAY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **RESERVED**

21. **COMPUTER GENERATED PAY ITEM PRICE PAGES FOR BIDS SUBMITTED ELECTRONICALLY**

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

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

P-Page submittal responses should be submitted in an excel and PDF format.

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

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

(14) calendar days before the date set for opening of bids. The Protest Review Office information is as follows:

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

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399

Illinois Relay: (800) 526-0844

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

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

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

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

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

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

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

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- CONSTRUCTIONWORKS PROGRAM

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

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

- EARNED CREDIT PROGRAM

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

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

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

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

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

31. REPORTING OF COMMUNICATIONS WITH VENDORS

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

32. INITIAL CONTACT INFORMATION

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

33. **WEB-BASED PROJECT MANAGEMENT**

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

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

34. **SUBCONTRACTOR DISCLOSURE**

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

35. **PROCUREMENT COMPLIANCE MONITORS**

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

36. **PUBLICITY**

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

37. **RESPONSIBLE BIDDER AFFIDAVIT**

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

the Illinois Tollway will request the "Responsible Bidder Affidavit" from the apparent low bidder, once the apparent low bidder has been determined.

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

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

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

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

39. **RECORD RETENTION AND AUDIT**

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

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

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

the Tollway for an overpayment, the contractor shall be responsible for all costs, including attorney fees, incurred by the Tollway to collect such overpayment.

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

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

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

40. **INSPECTOR GENERAL**

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

41. **ACCEPTANCE OF SCANNED SIGNATURES**

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

42. **EXPATRIATED ENTITIES**

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

PART II: Bid Requirements

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

DuPage County Prevailing Wage Rates posted on 5/18/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION TECHNICIAN	All	BLD		34.25	37.05	1.5	1.5	2.0	2.0	12.35	21.78	2.21	0.68	
ELECTRIC PWR EQMT OP	All	ALL		43.71	59.52	1.5	1.5	2.0	2.0	6.00	13.55	0.00	0.77	1.31
ELECTRIC PWR EQMT OP	All	HWY		41.45	56.38	1.5	1.5	2.0	2.0	5.50	12.87	0.00	0.73	
ELECTRIC PWR GRNDMAN	All	ALL		33.69	59.52	1.5	1.5	2.0	2.0	6.00	10.44	0.00	0.59	1.01
ELECTRIC PWR GRNDMAN	All	HWY		32.00	56.38	1.5	1.5	2.0	2.0	5.50	9.92	0.00	0.66	
ELECTRIC PWR LINEMAN	All	ALL		52.44	59.52	1.5	1.5	2.0	2.0	6.00	16.27	0.00	0.93	1.58
ELECTRIC PWR LINEMAN	All	HWY		49.67	56.38	1.5	1.5	2.0	2.0	5.50	15.40	0.00	0.88	
ELECTRIC PWR TRK DRV	All	ALL		34.90	59.52	1.5	1.5	2.0	2.0	6.00	10.83	0.00	0.62	1.05
ELECTRIC PWR TRK DRV	All	HWY		33.14	56.38	1.5	1.5	2.0	2.0	5.50	10.29	0.00	0.59	
ELECTRICIAN	All	BLD		41.00	45.00	1.5	1.5	2.0	2.0	12.35	24.58	5.72	0.75	
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	NE	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
FENCE ERECTOR	W	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	E	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
IRON WORKER	W	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	

MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT		38.00	38.00	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
ORNAMENTAL IRON WORKER	E	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
PAINTER	All	ALL		47.30	49.30	1.5	1.5	1.5	2.0	12.43	8.65	0.00	1.45	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		46.75	49.56	1.5	1.5	2.0	2.0	10.85	19.01	0.00	0.95	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	
SHEETMETAL WORKER	All	BLD		49.07	51.52	1.5	1.5	2.0	2.0	10.85	17.51	0.00	0.96	2.32
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65	
STEEL ERECTOR	E	ALL		47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
STEEL ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30	
TRUCK DRIVER	All	ALL	1	37.61	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TRUCK DRIVER	All	ALL	2	37.76	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	

TRUCK DRIVER	All	ALL	3	37.96	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TRUCK DRIVER	All	ALL	4	38.16	38.16	1.5	1.5	2.0	2.0	9.08	11.36	0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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

EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

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

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-

Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

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

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
BID
CONTRACT NO. I-18-4352

Bids for the above numbered contract as described below will only be accepted electronically via BidBuy, the State of Illinois eProcurement System. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bid responses must be received PRIOR TO the bid opening at 10:30:00a.m., local time, **August 25, 2020**. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The work to be done under this contract shall be started on or about December 15, 2020. All work under this Contract shall be completed by November 29, 2021. The location of services to be performed on the Windsor Drive bridge over Illinois Tollway Connector Ramps M & N between I-88 & I-294 in Oak Brook, Illinois. (DuPage). The work under this Contract shall consist of: Complete removal of existing four span bridge and replace with two span bridge at Windsor Drive over the Tollway Connector Ramps M & N between I-88 & I-294, pavement removal, roadway pavement construction, grading & earth embankment, erosion control & landscaping, lighting, associated maintenance of traffic, and all other appurtenant and miscellaneous construction shown on the plans and as required by the Standard Specification and within Special Provisions.

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

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

Addendum No. <u> i </u>	Date <u> 8/5/20 </u>
Addendum No. <u> 2 </u>	Date <u> 8/12/20 </u>
Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u> </u>	Date <u> </u>

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

Accompanying this bid is a Bid Guaranty:

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

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its bid for the construction of The Illinois State Toll Highway Authority **Contract I-18-4352**, hereby stipulates that, if awarded a contract on said bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a contract be entered into under said bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said contract as provided by law.

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

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

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

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

Bid Notes

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

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

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. I-18-4352 as specified in S.P. 103.1

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Illinois State Toll Highway Authority - PPages

Project Number: I-18-4352

Project Description: Windsor Drive Bridge Replacement Over Ramps M & N Between I-88 & I-294 in Oakbrook, IL; Including Bridge Removal and Reconstruction, Pavement Removal and Reconstruction, Grading and Electrical Improvements, and Associated Work Activities.

Bid Opening Date: 8/25/20

Begin Date: 12/15/20

End Date: 11/29/21

Addenda Number: 1, 2

Item	Description	Unit	Quantity	Price	Extension
20100500	TREE REMOVAL, ACRES	ACRE	0.25	\$33,000.00	\$8,250.00
20200100	EARTH EXCAVATION	CU YD	475.00	\$33.00	\$15,675.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100.00	\$56.00	\$5,600.00
20400800	FURNISHED EXCAVATION	CU YD	1,255.00	\$30.00	\$37,650.00
21400100	GRADING AND SHAPING DITCHES	FOOT	345.00	\$7.00	\$2,415.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	20.00	\$3.00	\$60.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	58.00	\$3.00	\$174.00
25000700	AGRICULTURAL GROUND LIMESTONE	TON	1.40	\$250.00	\$350.00
25100630	EROSION CONTROL BLANKET	SQ YD	3,109.00	\$1.50	\$4,663.50
40200800	AGGREGATE SURFACE COURSE, TYPE B	TON	42.00	\$55.00	\$2,310.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	240.00	\$55.00	\$13,200.00
40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	31.00	\$330.00	\$10,230.00
40700100	BITUMINOUS MATERIALS (TACK COAT)	POUND	112.00	\$12.00	\$1,344.00
42000080	PAVEMENT CONNECTOR (PCC) FOR BRIDGE APPROACH SLAB	SQ YD	224.00	\$325.00	\$72,800.00
42001300	PROTECTIVE COAT	SQ YD	224.00	\$0.25	\$56.00
44000100	PAVEMENT REMOVAL	SQ YD	181.00	\$23.00	\$4,163.00
44000400	GUTTER REMOVAL	FOOT	87.00	\$8.00	\$696.00

44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	114.00	\$9.00	\$1,026.00
44000600	SIDEWALK REMOVAL	SQ FT	267.00	\$3.00	\$801.00
44001980	CONCRETE BARRIER REMOVAL	FOOT	71.00	\$40.00	\$2,840.00
44004250	PAVED SHOULDER REMOVAL	SQ YD	89.00	\$15.00	\$1,335.00
50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1.00	\$500,000.00	\$500,000.00
50157300	PROTECTIVE SHIELD	SQ YD	2,398.00	\$1.00	\$2,398.00
50200100	STRUCTURE EXCAVATION	CU YD	530.00	\$50.00	\$26,500.00
50300225	CONCRETE STRUCTURES	CU YD	360.90	\$700.00	\$252,630.00
50300255	CONCRETE SUPERSTRUCTURE	CU YD	707.90	\$725.00	\$513,227.50
50300260	BRIDGE DECK GROOVING	SQ YD	1,345.00	\$8.00	\$10,760.00
50300300	PROTECTIVE COAT	SQ YD	2,328.00	\$0.25	\$582.00
50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	192.30	\$425.00	\$81,727.50
50401325	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE BEAMS, IL45N	FOOT	2,560.00	\$481.00	\$1,231,360.00
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	266,640.00	\$1.23	\$327,967.20
50800515	BAR SPLICERS	EACH	984.00	\$3.00	\$2,952.00
50901750	PARAPET RAILING	FOOT	546.00	\$116.00	\$63,336.00
51100100	SLOPE WALL 4 INCH	SQ YD	700.00	\$110.00	\$77,000.00
51201800	FURNISHING STEEL PILES HP14X73	FOOT	1,905.00	\$55.00	\$104,775.00
51202305	DRIVING PILES	FOOT	1,905.00	\$1.00	\$1,905.00
51203800	TEST PILE STEEL HP14X73	EACH	3.00	\$5,000.00	\$15,000.00
51204650	PILE SHOES	EACH	58.00	\$112.00	\$6,496.00
52000030	PREFORMED JOINT SEAL 2 1/2"	FOOT	140.00	\$62.00	\$8,680.00
52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	588.00	\$1.00	\$588.00

58600101	GRANULAR BACKFILL FOR STRUCTURES	CU YD	275.00	\$72.00	\$19,800.00
58700300	CONCRETE SEALER	SQ FT	2,663.00	\$3.40	\$9,054.20
59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	141.00	\$26.00	\$3,666.00
63200310	GUARDRAIL REMOVAL	FOOT	241.00	\$9.00	\$2,169.00
70103815	TRAFFIC CONTROL SURVEILLANCE	CAL DA	200.00	\$50.00	\$10,000.00
70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	5,746.00	\$1.40	\$8,044.40
70300924	PAVEMENT MARKING TAPE, TYPE IV, 24"	FOOT	44.00	\$9.00	\$396.00
70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	2.00	\$6,300.00	\$12,600.00
70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	4.00	\$7,600.00	\$30,400.00
70600332	IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	2.00	\$2,900.00	\$5,800.00
72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	2.00	\$525.00	\$1,050.00
72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	248.00	\$17.50	\$4,340.00
72400730	RELOCATE SIGN PANEL - TYPE 3	SQ FT	248.00	\$18.50	\$4,588.00
78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	1,865.00	\$1.75	\$3,263.75
81300610	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 14" X 12" X 6"	EACH	4.00	\$1,200.00	\$4,800.00
89000050	TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION	EACH	1.00	\$63,500.00	\$63,500.00
X0327357	CONSTRUCTION VIBRATION MONITORING	L SUM	1.00	\$10,000.00	\$10,000.00
X0327979	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	736.00	\$1.00	\$736.00
X1400238	LUMINAIRE, LED, SPECIAL	EACH	2.00	\$2,550.00	\$5,100.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	\$50,000.00	\$50,000.00
X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	2,026.00	\$1.00	\$2,026.00
X8140215	HEAVY-DUTY HANDHOLE TO BE ADJUSTED	EACH	1.00	\$2,700.00	\$2,700.00
X8304520	LIGHT POLE, ALUMINUM, 30 FT. M.H., 8 FT. MAST ARM (SPECIAL)	EACH	2.00	\$6,100.00	\$12,200.00

Z0004552	APPROACH SLAB REMOVAL	SQ YD	106.00	\$66.00	\$6,996.00
Z0018002	DRAINAGE SCUPPERS, DS-11	EACH	6.00	\$1,400.00	\$8,400.00
Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	114.00	\$15.00	\$1,710.00
Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	184.00	\$44.00	\$8,096.00
Z0073510	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	1.00	\$1,200.00	\$1,200.00
J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	350.00	\$55.00	\$19,250.00
J1211126	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	150.00	\$15.00	\$2,250.00
J1282010	SUBGRADE FILTER FABRIC	SQ YD	155.00	\$2.25	\$348.75
J1406107	ASPHALT TACK COAT	POUND	28.00	\$12.00	\$336.00
J1481120	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B	CU YD	30.00	\$88.00	\$2,640.00
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	89.00	\$120.00	\$10,680.00
J1501030	REMOVAL OF EXISTING CONCRETE PIER PROTECTION BARRIER	FOOT	125.00	\$58.00	\$7,250.00
J1635010	ROADWAY DELINEATORS	EACH	4.00	\$50.00	\$200.00
J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	256.00	\$2.65	\$678.40
J1704000	TEMPORARY CONCRETE BARRIER	FOOT	2,687.50	\$21.00	\$56,437.50
J1704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	600.00	\$3.00	\$1,800.00
J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	100.00	\$15.00	\$1,500.00
J1782022	BARRIER WALL REFLECTORS, TYPE C	EACH	88.00	\$12.50	\$1,100.00
J1811280	CONDUIT ATTACHED TO STRUCTURE, 3" DIA., STAINLESS STEEL	FOOT	10.00	\$157.00	\$1,570.00
JS107360	DUST CONTROL WATERING	UNIT	100.00	\$3.00	\$300.00
JS120710	ENERGY ATTENUATOR	EACH	2.00	\$30,000.00	\$60,000.00
JS120715	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	184.00	\$21.00	\$3,864.00
JS120720	ENERGY ATTENUATOR REMOVAL	EACH	2.00	\$1,050.00	\$2,100.00

JS213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	50.00	\$50.00	\$2,500.00
JS213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	50.00	\$100.00	\$5,000.00
JS250220	SEEDING, CLASS 2E	ACRE	0.50	\$5,500.00	\$2,750.00
JS250221	SEEDING, CLASS 2F	ACRE	0.25	\$5,000.00	\$1,250.00
JS250305	SEEDING, CLASS 3E	ACRE	0.25	\$5,000.00	\$1,250.00
JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	10.00	\$800.00	\$8,000.00
JS280050	SILT FENCE	FOOT	369.00	\$6.00	\$2,214.00
JS280051	RE-ERECT SILT FENCE	FOOT	74.00	\$2.00	\$148.00
JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	130.00	\$4.00	\$520.00
JS280120	TREE PROTECTION	FOOT	96.00	\$5.00	\$480.00
JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.75	\$2,500.00	\$1,875.00
JS280151	SAME-DAY STABILIZATION	SQ YD	1,567.00	\$0.50	\$783.50
JS280180	RECTANGULAR INLET PROTECTION	EACH	6.00	\$500.00	\$3,000.00
JS280305	TEMPORARY DITCH CHECKS	FOOT	294.00	\$12.00	\$3,528.00
JS664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	252.00	\$20.00	\$5,040.00
JS664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE1	EACH	15.00	\$450.00	\$6,750.00
JS664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	4.00	\$410.00	\$1,640.00
JS670C00	FIELD OFFICE, TYPE C	CAL MO	10.00	\$4,000.00	\$40,000.00
JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1.00	\$250,000.00	\$250,000.00
JS701010	MAINTENANCE OF TRAFFIC	L SUM	1.00	\$100,000.00	\$100,000.00
JS733210	BRIDGE (CONCRETE) MOUNTED SIGN SUPPORT	FOOT	22.00	\$975.00	\$21,450.00
JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	210.00	\$22.50	\$4,725.00
JS811032	CONDUIT ATTACHED TO STRUCTURE, 1" DIA., PVC COATED GALVANIZED STEEL	FOOT	310.00	\$33.00	\$10,230.00

JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	42.00	\$53.50	\$2,247.00
JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	4.00	\$785.00	\$3,140.00
JS813053	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 10" X 6"	EACH	4.00	\$975.00	\$3,900.00
JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	2.00	\$3,025.00	\$6,050.00
JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	1,200.00	\$1.40	\$1,680.00
JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	210.00	\$2.80	\$588.00
JS817215	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	840.00	\$3.75	\$3,150.00
JS821110	UNDERPASS LUMINAIRE, LED	EACH	4.00	\$2,225.00	\$8,900.00
JS842100	REMOVAL OF UNDERPASS LUMINAIRE	EACH	2.00	\$540.00	\$1,080.00
JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1.00	\$9,100.00	\$9,100.00
JT301020	POROUS GRANULAR SUBBASE	CU YD	50.00	\$70.00	\$3,500.00
JT595001	BRIDGE DRAINAGE SYSTEM, LOCATION NO. 1	L SUM	1.00	\$13,000.00	\$13,000.00
JT637910	CONCRETE MEDIAN BARRIER TRANSITION, DOUBLE FACE, TYPE V	FOOT	138.00	\$255.00	\$35,190.00
JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1.00	\$1,500.00	\$1,500.00
JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1.00	\$1,000.00	\$1,000.00
JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	100.00	\$2.50	\$250.00
JT701031	SUPPLEMENTAL SIGNING	SQ FT	150.00	\$15.00	\$2,250.00
JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	50.00	\$12.50	\$625.00
JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	12.00	\$35.00	\$420.00
JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONT H	4.00	\$125.00	\$500.00
JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	30.00	\$100.00	\$3,000.00
JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	30.00	\$50.00	\$1,500.00
JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	4.00	\$300.00	\$1,200.00

JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	4.00	\$900.00	\$3,600.00
JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	900.00	\$2.50	\$2,250.00
JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	780.00	\$2.65	\$2,067.00
JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	687.00	\$5.00	\$3,435.00
JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	100.00	\$11.25	\$1,125.00
JT789010	ARCHITECTURAL METAL LETTER	EACH	24.00	\$225.00	\$5,400.00
JT990100	REMOVE HIGH TENSION CABLE MEDIAN BARRIER	FOOT	178.00	\$12.00	\$2,136.00
JT990101	REMOVE HIGH TENSION CABLE MEDIAN BARRIER TERMINALS	EACH	4.00	\$1,325.00	\$5,300.00
JT990105	HIGH TENSION CABLE MEDIAN BARRIER	FOOT	178.00	\$101.50	\$18,067.00
JT990106	HIGH TENSION CABLE MEDIAN BARRIER TERMINALS	EACH	4.00	\$6,400.00	\$25,600.00
TOTAL AMOUNT OF CORE WORK					\$4,524,346.20
JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1.00	\$100,000.00	\$100,000.00
JT152000	CONTRACT SPECIFIED INCENTIVE PAYMENT	UNIT	100,000.00	\$1.00	\$100,000.00
JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	10,000.00	\$1.00	\$10,000.00
JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	5,000.00	\$1.00	\$5,000.00
JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	30,000.00	\$1.00	\$30,000.00
JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	6,000.00	\$1.00	\$6,000.00
JT154045	CONTRACT ALLOWANCE FOR COLD WEATHER PAVEMENT MARKINGS	UNIT	5,000.00	\$1.00	\$5,000.00
JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	15,000.00	\$1.00	\$15,000.00
JT154116	ALLOWANCE FOR UTILITY LINE PROTECTION	UNIT	10,000.00	\$1.00	\$10,000.00
999NEG04	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08 (a)	INC/DAY		(\$2,500.00)	
999NEG05	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.08 (b)	OCCUR		(\$2,500.00)	
999NEG06	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.08 (c)	OCCUR		(\$2,500.00)	

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999NEG07	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.08 (d)	SQ. FT.		(\$100.00)	
999NEG08	FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08 (e) (a)	15 MINUTES		(\$3,000.00)	
999NEG09	FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08 (e)(b)	15 MINUTES		(\$5,000.00)	
999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(\$10,000.00)	
999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(\$2,000.00)	
999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(\$1,000.00)	
999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(\$300.00)	
999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See NOTE 1	
999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(\$1,000.00)	
999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(\$25,000.00)	
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)	
999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(\$1,000.00)	
999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(\$1,000.00)	
999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(\$2,000.00)	
999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(\$2,000.00)	
999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(\$10,000.00)	
999NEG50	NON-COMPLIANCE WITH S.P. 121 TRAFFIC ON NEWLY POURED CONCRETE PAVEMENT	INCIDENT		(\$1,000.00)	
999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(\$1,000.00)	
999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		\$15.00	

TOTAL AMOUNT OF CONTINGENCY WORK				\$281,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK =TOTAL AMOUNT OF BASE BID				\$4,805,346.20
ECP BID CREDIT				\$125,000.00
AWARD CRITERIA				\$4,680,346.20

OK
 NF
 9/9/20

No. 00845

Illinois State Toll Highway Authority

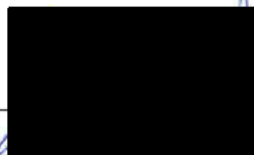
This Certifies that Lorig Construction Co. has earned a total of \$362,315.86 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 24-July-2020



The owner of this certificate # 7800 845 is tendering
\$ 125,000 credits for use on bid for contract
E-18-4352 on (date) 8/25/20. I understand that
any credits not utilized for a winning bid will be returned.

Signed: _____



CONTRACTOR CERTIFICATION STATEMENT

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency.

Project Information:

Route Windsor Drive Marked _____

Section _____ Project No I-18-4352

County DuPage

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification: That I agree to comply therewith; and that I will ensure that all Subcontractors working on the subject project understand and comply with said permit.

Maryann Aitchison 12/1/2020
Signature Date

Project Manager

Title

Lorig Construction

Name of Firm

250 E Touhy

Street Address

DesPlaines IL 60018

City State Zip Code

847-298-0360

Telephone Number

ATTACHMENT _____

Note: CONTRACTOR TO COMPLETE

Prepare additional signature pages as needed if the responsibilities of the Storm Water Pollution Prevention Plan are split between contractors - specify which item(s) these sub-contractors assume responsibility for.

- o The Contractor shall be responsible for day-to-day operations and will designate a Spill Prevention and Cleanup Coordinator (Coordinator). The Coordinator will designate at least two (2) other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel, listed below, will be posted in the material storage area and in the office trailer on-site.

Spill Prevention and Cleanup Coordinator:

Maryann Aitchison	Lorig Construction
Printed Name	Contractor Name

Additional Trained Spill Prevention and Response Personnel:

John Wenskunas	Lorig Construction
Printed Name	Contractor Name

Matt Custardo	Lorig Construction
Printed Name	Contractor Name

f. Other Controls

Practices to prevent the discharge of pollutants to the storm drain system or to watercourses as a result of the creation, collection, and disposal of wastes are as follows:

- Solid Wastes – No solid materials, including building materials, shall be discharged in to Waters of the U.S., except as authorized by a Section 404 permit
- Sanitary Waste Materials – The Contractor shall not create or allow unsanitary conditions. All personnel involved with construction activities must comply with state and local sanitary or septic system regulations. Temporary sanitary facilities will be provided at the site throughout the construction phase. They must be utilized by all construction personnel and serviced by a commercial operator to maintain function and prevent unsanitary conditions. Portable toilets must be securely anchored and are not allowed within 30 feet of the stormwater inlets or within 50 feet of a Water of the U.S.
- Concrete Washouts – Concrete washout and slurries generated

Allowable Non-Stormwater Discharges	Likely to be Present on the Site	
	Yes	No
Waters used to wash vehicles where detergents are not used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Waters used to control dust	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed) and where detergents are not used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscape irrigation drainages	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Uncontaminated groundwater or spring water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Foundation or footing drains where flows are not contaminated with process materials, such as solvents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Potable water sources including uncontaminated water main or fire hydrant flushing water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Discharges from dewatering of trenches and excavations if managed by appropriate controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>

For each allowable non-stormwater discharge anticipated on the project, the measures which will be used to eliminate or reduce the non-stormwater component of the discharge are described below:

- Dust Control – A water truck will be present onsite (or available) for sprinkling/irrigation to limit the amount of dust leaving the site. Watering will be applied daily (or more frequently) to be effective. Caution will be used to not overwater, as that may cause erosion. If field observations indicate that additional protection is necessary, alternative dust suppressant controls will be implemented at the discretion and approval of the Engineer.

6. Contractor Inventory of Hazardous Materials and Substances.

The materials or substances listed below are expected to be present on site during construction (use additional pages, as necessary). **To be filled in by Contractor.**

Form Oil	Lighting/ITS Components
Curing Compound	
Reinf. Steel	
Forming Materials	
Drainage Pipe	
Guardrail Components	

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lorig Construction Company
250 East Touhy
Des Plaines, IL 60018

OWNER:

(Name, legal status and address)

The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001
Mailing Address for Notices

1411 Opus Place, Ste. 450
Downers Grove, IL 60515

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

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

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

PROJECT:

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

Windsor Drive Bridge Replacement Over Illinois Tollway Connector Ramps M & N Between I-88 & I-294
Contract I-18-4352

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2020

[Redacted Signature]
(Witness)

Lorig Construction Company
(Principal) [Redacted] (Seal)

By: David M. Lorig
(Title) President

Hartford Fire Insurance Company
(Surety) [Redacted] (Seal)

By: Kelly A. Gardner
(Title) Attorney-in-Fact



State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jennifer J. McComb Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Hartford Fire Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the
Hartford Fire Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 25th day of August, 2020.



[Redacted Signature]
Notary Public Jennifer J. McComb
My Commission expires: September 10, 2021

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
Bond T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Kelly A. Gardner of Downers Grove, IL

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of Lorig Construction Company naming The Illinois State Toll Highway Authority as Obligee in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary



M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 25, 2020 Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

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

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

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

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

I-18-4352

(Enter Tollway Contract Number)

SUBMITTING BIDDER:

Lorig Construction Company

(Enter Name of Firm)

ADDRESS:

250 E. Touhy Ave

Des Plaines, IL 60018

STATE OF ILLINOIS)

)

SS

COUNTY OF Cook)

)

The Affiant, David H. Lorig, being first duly sworn, upon oath deposes and says:

1. That the Affiant is President of Lorig Construction Company who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as I-18-4352 (enter Tollway contract number), between the bidder and the Owner;
2. The Affiant hereby states that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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

SIGNATURE OF AFFIANT David H. Lorig, President

SUBSCRIBED AND SWORN BEFORE ME THIS 25th **DAY OF** August, **20** 20.



NOTARY PUBLIC

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

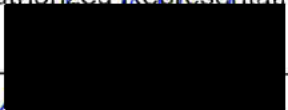
The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

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

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

Items that Qualify and Explanation:

Signature of Authorized Representative: *David Lorig*



Printed Name of Authorized Representative:

David H. Lorig

Vendor Name:

Lorig Construction Company

Date:

August 25, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4352

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	David H. Lorig	847-298-0360	dlorig@lorigconstruction.com
Bid Guaranty	"	"	"
DBE 2026	"	"	"
EEO Program	"	"	"
VOSB 2026	"	"	"
Financial Disclosures Forms A or Forms B	"	"	"
IDOT Certificate of Eligibility	"	"	"
Non-Collusion Affidavit – Page R-4	"	"	"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-18-4352

AFFIDAVIT

State of Illinois)
County of Cook) SS
)

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

That his/her name is David H. Lorig, and he/she resides at [REDACTED]
and his/her office is at 250 E Touhy Ave Des Plaines, IL, That he/she makes, and is authorized to
make

this affidavit on behalf of Lorig Construction Company, a
(Name of Corporation, Partnership, etc.)

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

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

That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway Authority System, described in **Contract no. I-18-4352** 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) David H. Lorig, President

Sworn to before me and subscribed in my presence this 25th day of August, 2020,

[REDACTED]

(Notary Public)

My Commission Expires: 10/29/2023



Lorig Construction Company Equipment

Category	Equip. No.	Description	Serial No.	
01 Arrow Board	01-01	WAAW 15 lamp	079M25	
	01-02	Amida, Solar 15 lamp	0102-69147	
	01-03	Amida Sola 15 lamp	0102-69148	
	01-04	WAAW 15 lamp	0197-F96	
	01-05	Wanco Inc WTSP55-LSA	5F11S101X31000016	
	01-06	Wanco Inc WTSP55-LSA	5F11S101X31000017	
04 Skid Steer Loader	04-03	Case Model 95XT	JAF0363284	
	04-04	Case Model 75XT	JAF0366679	
	04-05	Case Model 95XT	JAF0363433	
	04-07	Case Model 464	N7M452200	
	04-08	Case Model 465	N7M452347	
	04-09	Case Model 465	N7M452312	
	04-10	Case Model 430	N7M460604	
	04-11	Case Model 430	N6M432537	
	04-12	Bobcat Model T300Q	A5GU35195	
	04-14	Bobcat Model T300	A3P018739	
	04-15	Bobcat Model T590Q	ALJU12873	
	04-16	Case Model SV300	JAFSV300EE470159	
	04-17	Case Model SV250	JAFSV250CM460705	
	04-18	Bobcat Model T750(IT4)	ATF613027	
	04-19	Bobcat Model T750(IT4)	ATF613412	
	04-20	Bobcat Model S770Q	A3P413033	
	04-20A	Bobcat Sweeper Attachment	783735326	
	04-21	Bobcat Model T750(IT4)	ATF612843	
	04-22	Bobcat Model T750(IT4)	ATF613410	
	07 Bulldozer	07-02	Komatsu D31E-20	42895
		07-03	Caterpillar D5G	0RKG00697
		07-04	John Deere 650JLT	131821
07-05		Komatsu D21A7	81067	
07-06		John Deere 750J LGP	1T0750JXEED207696	
07-07		Caterpillar D6R XL	RHKE00181	
07-08		John Deere 750K LGP	1T0750KXKCE233957	
07-09		Caterpillar D6K LGP	D6KLDHA00937	
09 Cold Planer		09-01	Alitek Planer AZ-CP12LFA	
	09-02	Bobcat Planer 40"	991401183	
	09-03	Bomag BM1200/35 Milling Machine	1.01883E+11	
	09-04	Bobcat Planer 40"	991402065	
10 Compactors	10-03	Stone Reversible Plate Compactor	269880674	
	10-04	Bomag BW172D-2	1.3652E+11	
	10-05	Ingersoll Rand DD-30	164476	
	10-06	Wacker DPU-6055 Diesel Vibraplate	1533446	
	10-07	Ingersoll Rand DD-90	156506	
	10-08	Ingersoll Rand SD-45D	182754	
	10-09	Wacker RD74 Double Drum Roller	5573189	

10-10	Hypac C852CB vibro Pad foot roller	109B18802293
10-11	Plate Compactor 16"	
10-12	Wacker DPU-6055 Diesel Vibraplate	
10-13	Wacker DPU-6055 Diesel Vibraplate	10156136
10-14	Caterpillar 815B Sheepsfoot	17Z00633
10-15	Bomag BW-211D-40	901583251255
10-16	Bomag BW-211D-40	901583251018
10-17	Caterpillar 815 Sheepsfoot	57U793
10-18	HypacC778B Tandem Vibro	901B21501941
10-19	HypacC778B Tandem Vibro	901B21501942
10-20	Wacker RTX-SC2 Vibro Sheepsfoot	20184039
10-21	Wacker RTX-SC2 Vibro Sheepsfoot	20259939
10-22	Sakai R2H-2 3-Wheel Compactor	1R5-60312
10-23	Sakai R2H-2 3-Wheel Compactor	1R5-60251
10-24	Wacker RTX-SC2 Vibro Sheepsfoot	20226955
10-25	Dynapac CC122 Ride on Diesel Roller	60110739
10-26	Bomag Tandem Vibro BW 138AD-5	101650301543
10-27	Bomag Tandem Vibro BW 138AD-5	101650301544
10-28	Sakai SW880 Tandem Vibro	VSW40-10142

13 Compressors

13-11	Ingersoll Rand XP1200WCU	232663
13-15	Ingersoll Rand XP1200WCU	23195UCD658
13-17	Ingersoll Rand 185WJD	308963UBK221
13-18	Ingersoll Rand 185WJD	308967UBK221
13-24	Sullair 425DPQJD	004-140724
13-25	Ingersoll Rand 185WJD	335222UBK221
13-26	Ingersoll Rand 185WJD	337372UBK221
13-27	Ingersoll Rand 185WJD	337377UBK221
13-29	Ingersoll Rand185WIR	4FVCBBAAS4U347481
13-32	Ingersoll Rand 185WIR	328151UCM295
13-33	Atlas Copco 175	4500B0916YH621574
13-34	Ingersoll Rand P600WIR	337656
13-35	Ingersoll Rand P185	354212UCPB10
13-36	Ingersoll Rand P185	379874
13-37	Ingersoll Rand P185	373160
13-38	Ingersoll Rand P185	379572
13-40	Ingersoll Rand P185	378393
13-41	Ingersoll Rand P185	4FVCABAA48U395515
13-43	Ingersoll Rand P185	4FVCABAA8U395518
13-44	Ingersoll Rand P185	4FVCABAA8U392015
13-45	Ingersoll Rand P185	4FVCABAA8U385971
13-46	Ingersoll Rand P185	4FVCABAA8U387069
13-47	Ingersoll Rand P185	4FVCABAA8U387074
13-49	Ingersoll Rand P185	315751
13-52	Ingersoll Rand P185	4FVCABAA98U390653
13-53	Ingersoll Rand P185	404655UISD08
13-54	Ingersoll Rand P185	409699UITD08
13-55	Ingersoll Rand P185	4FVCABAA87U385794
13-56	Ingersoll Rand P185	426879UEVD753
13-57	Ingersoll Rand P185	456153UGFX05

6 Concrete Breakers

16-09	NPK Model H-4XE	59752
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	16-11	NPK Model H-10XB	41465
	16-13	NPK Model E213	59579
	16-14	NPK Model E210A	63330
	16-15	NPK Model H4X	59468
	16-17	Tramac Model V32	168018
	16-20	BTI Model 725X-S	7E-5813
	16-21	BTI Model 2000	BT2000-374-1
	16-22	BTI Model 2000	080801H
	16-23	BTI Model BXR65	BXR65-70
	16-24	NPK Model H-10XB	
	16-25	NPK Model H-4XL	
	16-26	Chicago Pneumatic Model CP400	1629
	16-27	Tramac Model SC36	
	16-28	NPK Model E208	90380
	16-29	Tramac Model V32	V032B50813
	16-30	Tramac Model 32	V032B50903
	16-31	Tramac Model 700MS	M700D50524
	16-32	Chicago Pneumatic Model CP550	KAL001750
17 Concrete Grinder	17-01	Genesis Model GC950	
18 Concrete Drills	18-01	EZ Drill 210-4-SRA 4 Drill	P2419
	18-02	EZ Drill ZD-210SR	Q2526
	18-03	EZ Drill on Grade Single Drill	H808
	18-04	EZ Drill on Grade Double Drill	M1898
	18-05	EZ Drill on Grade Double Drill	V3481
19 Concrete Crusher	19-01	Kent KCX-1100	113036
21 Concrete Forms	21-01	Quick Form	
	21-02	Paving Forms, Metal Form	
22 Concrete Finishers	22-01	Gomaco C-450	MC12318-08
		Metal Forms Superscreed	1423110998
	22-03	Bidwell Model 4800 Deck Paver	48-2000942-2-HD
	22-04	Gomaco Commander III Slipform	GT-6300 900100-107
	22-05	Gomaco Commander III Slipform	900100-576
	22-06	Gomaco GHP2800 2 track Slipform	905200-099
	22-07	Gomaco TC600 Texture Cure, Track	904400-088
	22-08	Molds for Barriers & Parapets	
	22-10	Metal Forms Superscreed	
	22-11	Gomaco PS2600 Placer Spreader	904900-040
	22-12	Gomaco Commander III Slipformer	900100-793
	22-13	Bidwell Model 4800 Deck Paver	48-20071137-2-HD
	22-14	Metal Forms Superscreed	14115
	22-15	Bidwell Model 2450 Deck Paver	
23 Concrete Plant	23-01	Heltzel Model 900 Plant and Mixer	1430-16-76
24 Concrete Trimmer	24-01	Gomaco GT9500 Trimmer	9055000-113

	24-02	Gomaco GT9500 Trimmer	9055000-055
25 Concrete Pumps	25-00	Shotcrete Certified Technicians File	
	25-04	Putzmeister TK-50	2106T0586
	25-05	Putzmeister Powercreter Magnum	5246-12
	25-06	Schwing S36X-125 BPL	1018883
28 Cranes- Crawler	28-04	Link Belt 138H II	H719-1742
	28-05	Link Belt 238H	F519-1378
	28-06	Link Belt 138H II	H7J0-3949
	28-07	Link Belt 138H II	H719-2314
	28-08	Link Belt 138H II	H719-2304
	28-09	Link Belt 218H	B6LJ02326
	28-10	Link Belt 138H II	H71-91680
	28-11	Link Belt HSL138 Hylab	P8J90937
31 Cranes Rubber Tire	31-07	Link Belt RTC-8040 Series II	F719-2484
	31-09	Link Belt RTC-8040 Series II	F719-1851
	31-10	Grove RT650	222304
	31-11	Broderson UIC801D Carrydeck	157661
	31-12	Terex T355-1	120262
32 Crusher, Aggregate	32-01	Fintech 1107 Track Jaw Crusher	51107225
	32-02	KPI-JCI Track Jaw Crusher	411621-411623
	32-03	Eagle 1400-45 Impact Crusher	11155
33 Screener, Aggregate	33-01	Fintech 540	2004 540 245
	33-02	Koiman Pioneer 620-E@	115
34 Excavators	34-08	Link Belt 2700Q	ES176755
	34-09	Komatsu PC400-LC6	A83408
	34-10	Komatsu PC220-LC-6	A83537
	34-11	Link Belt 1600Q	H119-1629
	34-14	Link Belt LS3400Q	E719-2545
	34-18	Komatsu PC220-LC-6LE	A85314
	34-19	John Deere 27ZTS	FF027ZX220723
	34-20	Komatsu PC400LC-6	A83284
	34-21	Komatsu PC220-LC-6LE	A85023
	34-22	Komatsu PC400-LC7	A86039
	34-23	Gradall XL4100	410595
	34-24	Komatsu PC300-LC-7L	A85681
	34-26	Komatsu PC220-LC-8	A88103
	34-27	Komatsu PC78MR-6	C78-24-51-3192
	34-28	Komatsu PC120-6	65346
	34-29	JCB Wheeled Excavator JSW175W	885253
	34-30	Volvo EC140BLC	EC140V11774
34-31	Caterpillar 330CL	330CLDKY00379	
34-32	John Deere 17ZTS	FF017X210073	
34-33	Link Belt 240LX	K4J36906	

	34-34	Case CX130B	DAC131K5NCSAD1732
	34-35	Komatsu PC400-LC-7	A87638
	34-36	Gradall XL4100IV	4100000473
	34-37	Link Belt 330LX	K6J61229
	34-38	Caterpillar 329DL	329DTWLT00425
	34-39	John Deere 350D LC	350DX805696
	34-40	Komatsu PC220LC-8	A88612
	34-41	JCB 8018CTS Mini	8018C023333325
	34-42	Komatsu PC228USLC-10	1567
	34-43	Komatsu PC360LC-10	A32461
	34-44	Komatsu PC138USLC-*	27387
35 Earth Auger	35-01	ABI Model50 Geodrill	DKY379 1002
36 Earth Disks	36-01	Rome TRCH12	
	36-02	Rome TRCH12	
37 Generators	37-01	Multiquip	7102648
	37-03	Wacker G50	5167767
	37-04	Wacker G70	
	37-05	Wacker G70	5898571
	37-06	Wacker G50	20165937
	37-07	Wacker G25	20200672
	37-08	Wacker G50	202177129
	37-09	Wacker G25	20164859
	37-50	3 KW Generator	
	37-51	3.5 KW Generator	
	37-52	4 KW Generator	
	37-53	5 KW Generator	
	37-54	6 KW Generator	
40 Lifts, Scissors	40-11	Grove SM4688XT	35822
	40-13	Grove SM3884XT	255153
	40-14	Grove SM3884XT	255155
	40-15	JLG33RTS	2000102023
	40-16	JLG40RTS	200048106
	40-17	JLG33RTS	200054529
	40-18	JLG33RTS	200054693
43 Lifts, Telescopic	43-04	Genie S60	1592
	43-05	Snorkel Lift TB60RD 4x4 Diesel	983538
	43-08	Grove AMZ86XT 4x4 Diesel	42907
	43-09	Grove AMZ66XT 4x4 Diesel	46155
	43-12	Terex TB60 4x4	98630260
	43-13	Snorkel Lift TB60 Diesel	SP00089
	43-14	JLG600S Diesel	39
	43-15	Grove AMZ66XT 4x4 Diesel	39020
	43-16	Grove AMZ66XT 4x4 Diesel	39946
	43-17	Grove AMZ66XT 4x4 Diesel	39947
	43-19	Grove AMZ68XT 4x4 Gas	255216
	43-20	Snorkel Lift TBA42R-DF-4WD	992185
	43-21	Genie S-80	80043892

	43-22	JLG600S Diesel	300077775
	43-23	JLG600S Diesel	300058411
	43-24	Genie S-105	6314
46 Light Plants	46-01	Allmand LD-30-3CEM	9000111
	46-02	Ingersoll Rand Model LS	277766
	46-03	Ingersoll Rand Model LS	302360
	46-05	Allmand ML111CEM	920610
	46-06	Ingersoll Rand Model LS	355783
48 Loader-Backhoe	48-01	Volvo BL70 4x4	BL70D10463
49 Loaders, Crawler	49-02	Caterpillar 963B	9BL01991
	49-03	Caterpillar 963C LGP	2DS03068
	49-04	Caterpillar 963C	CE2D02180
52 Loader, Rubber Tire	52-05	Volvo L-90	61758
	52-06	Volvo L-90C	62708
	52-07	Volvo L-70C	12741
	52-08	Volvo L-90C	63506
	52-10	Volvo L-90D	64487
	52-11	Volvo L-90D	64385
	52-12	Volvo L-90D	64639
	52-13	Volvo L-110E	V60144
	52-14	Volvo L-90F	68422
	52-15	Volvo L-90F	68426
	52-16	Volvo L-90F	68680
	52-17	Volvo L-90F	68688
	52-18	Volvo L-90E	67846
	52-19	Volvo L-90G	3473
	52-20	Volvo L-90G	3023
	52-21	Volvo L-90G	3232
	52-22	Volvo L-90G	7113
	52-23	Volvo L-90G	7142
	52-24	Volvo L-220F	6482
	52-25	Volvo L-90G	3883
54 Pavers, Asphalt	54-01	Vogele 5203-2	7750061
	54-02	Lee Boy L8500T	41543
	54-03	Lee Boy L250 Distributor	D309421
	54-04	Midland SPD8 Road Widener	490
	54-05	Caterpillar AP1055F Placer	0JT500126
	54-06	Lee Boy L250T Distributor	111844
55 Pile Drivers, Air	55-01	Vulcan 50C	4318
	55-02	Vulcan 50C	FF1900
	55-03	Vulcan 50C	GD9250
	55-04	Vulcan (PHEC) 80C	
	55-05	Vulcan (PHEC) 80C	110804
	55-06	Vulcan (PHEC) 80C	123004

58 Pile Driver, Vibro	58-04	APE J&M 44-50	4439
	58-05	ABI Model HVR100	J0708842 & J070816 11093
59 Pile Driver, Diesel	59-01	APE Model D-19	112141
	59-02	Delmag ModelD30-32	7582
	59-03	Delmag ModelD19-42	1041K
	59-04	Delmag ModelD30-32	7689K
	59-05	Delmag ModelD30-32	7706K
64 Pump Water, Large	64-01	Gorman Rupp 6"	939613
	64-02	Gorman Rupp 6 Centrifugal	9813523-5
65 Pump, Water Small	65-01	2" Gas Trash Pump	
	65-02	3" Gas Trash Pump	
	65-03	4" Gas Trash Pump	
	65-04	2" Electric Submersible Pump	
	65-05	3" Electric Submersible Pump	
	65-06	4" Electric Submersible Pump	
67 Sandblaster	67-01	Sandblaster 5 Tons	413
	67-02	Sandblaster 3.5 cf	L1357
70 Saws, Concrete	70-01	Target 65III Gas	328675
	70-02	Target 65III Gas	334810
	70-03	Target 65III Diesel	370741
	70-04	Target PRO66 Diesel	482762
	70-05	Target FS6600D	32521002
	70-06	Cut-Off Saws	
	70-07	Chain Saw	
	70-08	Husqvarna 65 HP Diesel	85828001
	70-09	Husqvarna 65 HP Diesel	1342923001
72 Welding Machines	73-01	Welding Machine 200 amps	
	73-02	Welding Machine 225 amps	
	73-03	Welding Machine 250 amps	
	73-04	Welding Machine 300 amps	
	73-05	Welding Machine 350 amps	
	73-06	Welding Machine 400 amps	
	73-07	Welding Machine 500 amps	
	73-08	Welding Machine 600 amps	
89 Miscellaneous	80-02	Sectional Barges	
	80-05	McMillan Hydraulic Auger	
	80-07	Shear Veratech VPC40-4	4622244655
	80-09	Rowboat Grumman	OMCL1917B292
	80-11	Forklift, Komatsu FD70T-7	44342
	80-12	Shower Trailer Whitley 32x8	18650
	80-15	Profilograph with Trailer	95815
	80-18	Eskridge Hydraulic Auger S755IL	32F68RD

80-18A	Hydraulic Digger Derrick	
80-19	Forklift, Teles. Ingersoll Rand VR-90B	151622
80-20	Trencher, Ditch Witch 1820	1Y0459
80-21	Office Trailer, Premier 10x40	618306
80-22	Forklift, Telescop. CAT TH103	2577
80-23	Pressure Washer, Hot	
80-24	Concrete Vibrator, Motor in head	
80-25	Magnetic Drill Press	
80-26	Sweeper Truck Sterling/Elgin	J53017
80-27	Office Trailer, Mobile Office	SN0714052
80-28	Test Core Drill	
80-30	General Purpose Bucket 1.5 CY	
80-31	General Purpose Bucket .75 CY	
80-32	Water Tower/Trailer Ledwell 10,000ga	
80-33	Topcon Surveying System	
80-34	McClosky Model ST80 Stacking Convey	82872
80-35	Broce Model KR350 Broom	407366
80-36	Troxler Model 3440 Nuclear Test Mach.	
80-37	UFC Bridge Stripping Buggy	

91 Pneumatic Tools

91-07	Pavement Breaker 35-45 lbs	
91-08	Pavement Breaker 60-65 lbs	
91-09	Pavement Breaker 80-90 lbs	
91-11	Clay Digger 25 lbs	
91-12	Clay Digger 30 lbs	
91-13	Clay Digger 40 lbs	
91-14	Hand Held Rock Drill(Jackhammer)25lb	
91-15	Hand Held Rock Drill(Jackhammer)45lb	
91-16	Hand Held Rock Drill(Jackhammer)55lb	
91-17	Hammerdrill	

excelequipmentfile

CONTRACT NO. I-18-4352

PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
To Be Submitted at a later date.				

4. MATERIALS COMMITMENTS

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

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

CONTRACT NO. I-18-4352

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 BC-57			

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 BC-57			

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

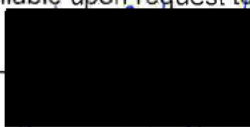
CONTRACT NUMBER	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE

TOTAL OF BIDS PENDING AWARD _____

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.

Lorig Construction Company

 BIDDER
 August 25, 2020
 DATE

 BY:  SIGNATURE David H. Lorig

 TITLE President

 SUB-CONTRACTOR

 SUB-CONTRACTOR



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 8/18/20
(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	62A76		60D77	60K80		
Contract With	IDOT		IDOT	IDOT		
Estimated Completion Date	Nov. 2022		Nov. 2020	Sept. 2020		
Total Contract Price	54,802,000.00		4,712,000.00	19,855,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	52,498,000.00		4,061,000.00	5,479,000.00		62,038,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						62,038,000.00

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	6,900,000.00		420,000.00	240,000.00	7,560,000.00
Portland Cement Concrete Paving	6,600,000.00		787,000.00	220,000.00	7,607,000.00
HMA Plant Mix Paving	3,250,000.00		120,000.00	55,000.00	3,425,000.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	1,200,000.00		12,000.00	110,000.00	1,322,000.00
Highway, R.R. and Waterway Structures	4,420,000.00		1,200,000.00	1,400,000.00	7,020,000.00
Drainage	4,000,000.00		170,000.00	260,000.00	4,430,000.00
Electrical	3,980,000.00		23,000.00	350,000.00	4,353,000.00
Cover and Seal Coats					0.00
Concrete Construction	5,738,000.00		257,000.00	260,000.00	6,255,000.00
Landscaping	160,000.00		78,000.00	130,000.00	368,000.00
Fencing	19,000.00			125,000.00	144,000.00
Guardrail	2,000.00		140,000.00		142,000.00
Painting	1,166,000.00		170,000.00	31,000.00	1,367,000.00
Signing	1,611,000.00		4,000.00	18,000.00	1,633,000.00
Cold Milling, Planning & Rotomilling	346,000.00				346,000.00
Demolition	265,000.00		240,000.00	320,000.00	825,000.00
Pavement Markings (Paint)	491,000.00		10,000.00	20,000.00	521,000.00
Other Construction (List)	3,400,000.00		290,000.00	1,900,000.00	5,590,000.00
Traffic Protection	8,950,000.00		140,000.00	40,000.00	9,130,000.00
Totals	52,498,000.00	0.00	4,061,000.00	5,479,000.00	0.00
					62,038,000.00

Closure 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					
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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Subcontractor					
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 ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of _____**

(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	2	62A77	I-19-4481	I-18-4374		
Contract With	Chi. Botanic Grdn	IDOT	ISTHA	ISTHA		
Estimated Completion Date	May 2021	Nov. 2022	Oct 2021	Oct 2020		
Total Contract Price	661,000.00	42,798,000.00	41,311,000.00	37,892,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	90,000.00	40,689,000.00	37,437,000.00	12,480,000.00		152,734,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						152,734,000.00

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		9,250,000.00	6,660,000.00	820,000.00	24,290,000.00	
Portland Cement Concrete Paving		1,035,000.00	167,000.00		8,809,000.00	
HMA Plant Mix		2,754,000.00			6,179,000.00	
Asphalt Paving			3,450,000.00	980,000.00	4,430,000.00	
Seal & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces		1,096,000.00	239,000.00	140,000.00	2,797,000.00	
Highway, R.R. and Waterway Structures	90,000.00	3,580,000.00	12,200,000.00	4,320,000.00	27,210,000.00	
Drainage		5,293,000.00	3,400,000.00	980,000.00	14,103,000.00	
Electrical		2,134,000.00	1,260,000.00	940,000.00	8,687,000.00	
Cover and Seal Coats					0.00	
Concrete Construction		2,762,000.00	273,000.00	370,000.00	9,660,000.00	
Landscaping		805,000.00	410,000.00	480,000.00	2,063,000.00	
Fencing		5,000.00	39,000.00	70,000.00	258,000.00	
Guardrail		178,000.00	303,000.00	260,000.00	883,000.00	
Painting				120,000.00	1,487,000.00	
Signing		1,661,000.00	653,000.00	40,000.00	3,987,000.00	
Cold Milling, Planning & Rotomilling		405,000.00			751,000.00	
Demolition		116,000.00	2,943,000.00	820,000.00	4,704,000.00	
Pavement Markings (Paint)		815,000.00	170,000.00	140,000.00	1,646,000.00	
Other Construction (List)		3,400,000.00	3,850,000.00	1,320,000.00	14,160,000.00	
Traffic Protection		5,400,000.00	1,420,000.00	680,000.00	16,630,000.00	
					0.00	
Totals	90,000.00	40,689,000.00	37,437,000.00	12,480,000.00	0.00	152,734,000.00

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**Illinois Department
of Transportation**

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

**Affidavit of Availability
For the Letting of _____**

(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		61E24	61E22	60N83		
Contract With		IDOT/Lk Cty Gr	IDOT	IDOT		
Estimated Completion Date		Sept. 2020	Aug., 2020	Oct 2020		
Total Contract Price		870,000.00	9,411,000.00	8,662,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			2,860,000.00	2,242,000.00		157,836,000.00
Uncompleted Dollar Value if Firm is the Subcontractor		326,000.00				326,000.00
Total Value of All Work						158,162,000.00

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		5,000.00	90,000.00	60,000.00	24,445,000.00	
Portland Cement Concrete Paving				90,000.00	8,899,000.00	
HMA Plant Mix			1,210,000.00		7,389,000.00	
HMA Paving				190,000.00	4,620,000.00	
Seal Coat & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces			30,000.00	620,000.00	3,447,000.00	
Highway, R.R. and Waterway Structures		220,000.00	640,000.00	20,000.00	28,090,000.00	
Drainage			20,000.00	60,000.00	14,183,000.00	
Electrical				90,000.00	8,777,000.00	
Cover and Seal Coats					0.00	
Concrete Construction				190,000.00	9,850,000.00	
Landscaping				160,000.00	2,223,000.00	
Fencing				70,000.00	328,000.00	
Guardrail				60,000.00	943,000.00	
Painting		71,000.00	60,000.00	290,000.00	1,908,000.00	
Signing				12,000.00	3,999,000.00	
Cold Milling, Planning & Rotomilling					751,000.00	
Demolition				60,000.00	4,764,000.00	
Pavement Markings (Paint)				20,000.00	1,666,000.00	
Other Construction (List)		30,000.00	810,000.00	160,000.00	15,160,000.00	
Traffic Protection				90,000.00	16,720,000.00	
					0.00	
Totals	0.00	326,000.00	2,860,000.00	2,242,000.00	0.00	158,162,000.00

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					
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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Subcontractor					
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 ____ day of _____, 20____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of _____**

(Letting date)

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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	13-00215-20-BR	62K23	60X93	62J31		
Contract With	Kane County	IDOT	IDOT	IDOT		
Estimated Completion Date	Nov 2020	Nov. 2020	Dec 2020	Dec. 2020		
Total Contract Price	24,915,000.00	1,727,000.00	66,200,000.00	9,989,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,834,000.00	1,170,000.00	23,230,000.00	5,232,000.00		189,302,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						326,000.00
Total Value of All Work						189,628,000.00

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	240,000.00		1,150,000.00	320,000.00	26,155,000.00	
Portland Cement Concrete Paving			70,000.00	570,000.00	9,539,000.00	
HMA Plant Mix			660,000.00	92,000.00	8,141,000.00	
HMA Paving					4,620,000.00	
Seal Coat & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces	20,000.00		40,000.00	66,000.00	3,573,000.00	
Highway, R.R. and Waterway Structures	120,000.00	730,000.00	14,850,000.00	1,450,000.00	45,240,000.00	
Drainage	40,000.00		410,000.00	360,000.00	14,993,000.00	
Electrical	460,000.00		980,000.00	720,000.00	10,937,000.00	
Cover and Seal Coats					0.00	
Concrete Construction			720,000.00	240,000.00	10,810,000.00	
Landscaping	320,000.00		440,000.00	52,000.00	3,035,000.00	
Fencing	30,000.00		70,000.00	16,000.00	444,000.00	
Guardrail	50,000.00		480,000.00	248,000.00	1,721,000.00	
Painting	120,000.00				2,028,000.00	
Signing	4,000.00		710,000.00	145,000.00	4,858,000.00	
Cold Milling, Planning & Rotomilling					751,000.00	
Demolition			220,000.00	60,000.00	5,044,000.00	
Pavement Markings (Paint)		40,000.00	220,000.00	13,000.00	1,939,000.00	
Other Construction (List)	410,000.00	80,000.00	1,250,000.00	420,000.00	17,320,000.00	
Traffic Protection	20,000.00	320,000.00	960,000.00	460,000.00	18,480,000.00	
					0.00	
Totals	1,834,000.00	1,170,000.00	23,230,000.00	5,232,000.00	0.00	189,628,000.00

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**Illinois Department
of Transportation**

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

**Affidavit of Availability
For the Letting of _____**

(Letting date)

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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	60X94		Rozanne Drive	62F29	I-20-4541	
Contract With	IDOT		Addison, IL	IDOT	ISTHA	
Estimated Completion Date	Nov. 2022		Nov. 2020	Oct. 2020	Sept. 2021	
Total Contract Price	42,621,000.00		694,000.00	4,914,000.00	4,331,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	40,761,000.00		694,000.00	1,898,000.00	4,331,000.00	236,986,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						326,000.00
Total Value of All Work						237,312,000.00

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	2,120,000.00		35,000.00	90,000.00	292,000.00	28,692,000.00
Portland Cement Concrete Paving	440,000.00			70,000.00		10,049,000.00
HMA Plant Mix	170,000.00		20,000.00	80,000.00	283,000.00	8,694,000.00
HMA Paving						4,620,000.00
Seal Coat & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	50,000.00		37,000.00	10,000.00	85,000.00	3,755,000.00
Highway, R.R. and Waterway Structures	25,850,000.00		339,000.00	830,000.00	2,305,000.00	74,564,000.00
Drainage	815,000.00		39,000.00	40,000.00	75,000.00	15,962,000.00
Electrical	2,200,000.00			220,000.00	70,000.00	13,427,000.00
Cover and Seal Coats						0.00
Concrete Construction	520,000.00		10,000.00	90,000.00	167,000.00	11,597,000.00
Landscaping	360,000.00		17,000.00	28,000.00	87,000.00	3,527,000.00
Fencing	90,000.00		1,000.00	115,000.00	18,000.00	668,000.00
Guardrail	355,000.00		12,000.00	15,000.00	107,000.00	2,210,000.00
Painting	6,000.00					2,034,000.00
Signing	30,000.00			70,000.00	66,000.00	5,024,000.00
Cold Milling, Planning & Rotomilling						751,000.00
Demolition	3,500,000.00		75,000.00		9,000.00	8,628,000.00
Pavement Markings (Paint)	55,000.00			40,000.00	26,000.00	2,060,000.00
Other Construction (List)	3,220,000.00		74,000.00	90,000.00	353,000.00	21,057,000.00
Traffic Protection	980,000.00		35,000.00	110,000.00	388,000.00	19,993,000.00
						0.00
Totals	40,761,000.00	0.00	694,000.00	1,898,000.00	4,331,000.00	237,312,000.00

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Illinois State Toll Highway Authority
SPECIAL PROVISION
FOR
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

1. POLICY STATEMENT

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRACTOR ASSURANCE

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

4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of **21%** of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

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

6. BIDDING PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3 Counting DBE Participation

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

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

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

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

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

6.4 Demonstrating Commercially Useful Function

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

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

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

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

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

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

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

6.6 Good Faith Efforts Procedures

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

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

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

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

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

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

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

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

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

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

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 Contract Compliance. The Chief of Contract Compliance may extend an opportunity to the Bidder to meet in person in order to consider all issues of whether the Bidder made a good faith effort to meet the goal. Such meeting shall extend the time for a decision. After the review by the Chief of Contract Compliance, the Bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration or the date of the meeting, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of Contract Compliance that a good faith effort was made shall approve the DBE Utilization Plan submitted by the Bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid non-responsive. The administrative reconsideration procedures described in this section are not intended to

allow a Bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

7. CONTRACT COMPLIANCE

7.1 Forms to be Submitted

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

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

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

7.2 Changes to the DBE Utilization Plan

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

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

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

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

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

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

If it becomes necessary to substitute a DBE or otherwise change the DBE Utilization Plan, the contractor must notify the Illinois State Toll Highway Authority, Contract Compliance 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 Illinois State Toll Highway Authority, Contract Compliance Department will approve or deny a request for substitution or other change in the DBE Utilization Plan in writing within five (5) working days of receipt of the request.

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

If the contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the DBE Utilization Plan, the contractor must obtain the approval of the Illinois State Toll Highway Authority, Contract Compliance 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 Contract Compliance Department within five (5) working days of the contractor's receipt of the Tollway's approval for the substitution or other change.

7.3 The submission of the DBE Payment Report

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

The contractor shall maintain a record of payments to DBEs and all other subcontractors and suppliers for work performed. The records shall be made available to ISTHA for inspection and copying upon request. After the performance of the final item of work or delivery of material by a DBE and final payment to the DBE by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the Contractor for such work or material.

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

8. SANCTIONS

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

Sanctions may include, but are not limited to, monetary sanctions, including non-release of retainage; the monetary cost of audits resulting in findings of noncompliance; damages based on the damage to the Tollway from the contractor's lack

of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the contractor in its DBE Utilization Plan and the amount actually paid to DBEs; deeming the contractor non-responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

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

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

9. INACCURATE OR FRAUDULENT REPORTING

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

10. OTHER REGULATIONS

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

Date: 8/25/2020
 To: Contact Name: David Lorig
 Contractor Company Name: Lorig Construction Company
 From: Graciela Perez
 DBE Project Specialist

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

Subject: DBE Plan Review	Date Original Plan Submitted: 8/25/2020	Revision # 0
Contract # I-18-4352	Established DBE Goal: 21.00 %	
Contract Description: Windsor Drive Bridge Replacement Over Illinois Tollway Connector Ramps M & N Between I-88 & I-294		

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

Notes:

DBE Plan as Submitted by apparent low bidder:									
Core Bid Amount		\$4,524,346.20							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Area Equipment, Inc.	SB	D/WBE	Concrete Beams	\$1,044,480.00	\$1,044,480.00	23.08 %	City of Chicago	F	Caucasian
Total # of subcontracts: 1				TOTAL	\$1,044,480.00	\$1,044,480.00	23.08 %		
Total # of subcontractors: 1				Total %	23.08 %	23.08 %			



CONTRACT # **I-18-4352** DBE FIRM NAME: **Area Equipment, Inc.**

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

CHECK ALL THAT APPLY:

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount, if firm is a SUPPLIER)</small>
50401325	F4E PP CONC PM IL-15N	2560 FT	408.00	1044,480.00		
				TOTALS FOR THIS DBE FIRM:		1044,480.00

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

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

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

Signature for Prime Contractor: [Redacted] Title: President

Date: 8/25/20

Contact: Julianne M. Doan

Phone: (630) 834-5908

Firm Name: Area Equipment, Inc.

Address: 150 E. Hill St. Villa Park, IL 60181

Signature for DBE Contractor: [Redacted] Title: President



Date: 8/25/20

Contact: Julianne M. Doan

Phone: (630) 834-5908

Firm Name: Area Equipment, Inc.

Address: 150 E. Hill St. Villa Park, IL 60181

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

Unified Certification Program - Search

Contractor Details

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

Print

Area Equipment, Inc. Email: area@areaequipment.net

Julianne Doan **Phone:** 630-834-5908
 150 E. Hill Street **Fax:** 630-834-5929
 Villa Park, IL 60181-0000

County: DuPage

Categories: Construction

NAICS	Speciality
238120 - Structural Steel and Precast Concrete Contractors	238120 Structural Steel and Precast Concrete Contractors



DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

Good Faith Efforts Checklist

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

DHL _____ 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.

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

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

DHL _____ 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.

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

DHL _____ 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).

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

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

Print Name: David H. Lorig Phone contact: 847-298-0360

Position: President E-mail address: dlorig@lorigconstruction.com

Signature: _____ Date: August 25, 2020



DBE FORM 2023

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

Project name: Windsor Drive at I-294
 Bidder name: Lorig Construction Company

Project number: I-18-4352
 Contact person: David H. Lorig

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
See Attached Solicitation	Facsimile See Solicitation	Varies Depending on Subcontractor	Varies Either No Quote Incomplete Quote or Price was High

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

Print Name: David H. Lorig
Phone contact: 847-298-0360
Position: President
E-mail address: dlorig@lorigconstruction.com
Signature: [Redacted]
Date: August 25, 2020

Divine Cement, Inc.
 DNB CONSTRUCTION
 DOUGLAS LANDSCAPING & PAVERS INC
 Dynamicx Enterprises
 EARTH CARE UNLIMITED, INC.
 ELMHURST-CHICAGO STONE
 Elmund & Nelson Co.
 Enmarc & Associates, LLC
 ERA Valdivia Contractors, Inc.
 F. GARCIA LANDSCAPING
 G & V CONSTRUCTION CO., INC.
 Gaffney's PMI
 Gardenscape Contractors, Inc.
 GATEWAY CONSTRUCTION
 GEORGE A. LANXON PILING SALES, INC
 GFS FENCE, GUARDRAIL & SIGNAGE, INC.
 GIBSON ELECTRIC
 GIM ELECTRIC CO
 GREAT LAKES METALS CORP.
 H & H ELECTRIC
 HARD ROCK CONCRETE CUTTERS, INC.
 HAWK ENTERPRISES
 HECKER & CO. INC
 HENKELS & MCCOY, INC.
 HENNEGAN & ASSOC.
 HIGHWAY SAFETY CORP
 HIGHWAY TECHNOLOGIES, INC.
 HIC TOWN ELECTRIC
 HIC TREE SERVICE
 HIC Concrete & Const. Co., Inc.
 HORIZON CONTRACTORS
 Hmir Construction
 HYRE ELECTRIC
 Illini Concrete Company of Illinois
 Illini Precast, LLC
 ILLINOIS MINING CORP
 INDUSTRIAL FENCE CO.
 INDUSTRIAL STEEL CONSTRUCTION
 Infrastructure Systems, Inc.
 INSITUFORM TECHNOLOGIES USA INC
 Integrity Environmental Services, Inc.
 J G Demo, Inc.
 J H Bolts
 J K Steel Erectors, Inc.
 J F. EDWARDS CONSTRUCTION
 J A JOHNSON PAVING CO
 JALPA CONSTRUCTION CORP
 JHI ELECTRIC COMPANY
 JIA & Sons Construction Company
 JOHN BURNS CONSTRUCTION
 K FIVE CONSTRUCTION
 Kiefer Landscaping LLC
 Kreative Scape, Inc.
 KUJO INC
 Large Aggregates, Chicago
 LAREDO SYSTEMS
 LeJen Jet Company
 LeJen Excavating
 LeJen Construction Co

CURB & GUTTER;DBE;MISC CONC
 DBE;DRAINAGE;MISC CONC
 DBE;LANDSCAPE
 CURB & GUTTER;DBE;DRAINAGE
 DBE;LANDSCAPE
 CONCRETE MATERIALS
 DBE;ELECTRICAL
 SPECIAL WASTE
 PAINTING
 DBE;LANDSCAPE
 CURB & GUTTER
 DBE;ELECTRICAL
 DBE;LANDSCAPE
 REBAR ERECTOR;SHEAR STUDS
 DBE;PILING
 FENCE GUARDRAIL
 ELECTRICAL
 DBE;ELECTRICAL
 DBE;PILING;STRUCT STEEL
 ELECTRICAL
 SAW SEAL & GROOVING
 DBE;ELECTRICAL;LAYOUT
 ELECTRICAL
 ELECTRICAL
 BEARINGS;EXPAN JOINT;MISC METALS
 DBE;TRAFFIC CONTROL
 TRAFFIC CONTROL
 ELECTRICAL
 TREE REMOVAL
 CURB & GUTTER
 DBE;ELECTRICAL
 DBE;DRAINAGE
 ELECTRICAL
 DBE;PPC CULVERT;PRE-CAST BEAMS;REBAR
 MSE WALLS;NOISEWALL;PRE-CAST BEAMS;PRE-CAST CONCRETE
 AGGREGATES
 DBE;FENCE GUARDRAIL
 STRUCT STEEL
 BEARINGS;EXPAN JOINT
 DRAINAGE
 SPECIAL WASTE
 CURB & GUTTER;DBE
 MISC METALS;STRUCT STEEL
 DBE;REBAR ERECTOR;STR STEL ERECT
 ELECTRICAL
 ASPHALT PAVING
 CURB & GUTTER;DBE
 DBE;ELECTRICAL
 CULVERT LINING;DBE;DRAINAGE;UNDERGROUND UTILITIES
 ELECTRICAL;GENERAL CONTRACTORS
 ASPHALT PAVING;CONCRETE PAVING
 LANDSCAPE
 CURB & GUTTER;DBE
 SIGNING
 AGGREGATES
 DBE;LANDSCAPE
 STRUCT STEEL
 DRAINAGE
 CURB & GUTTER;DBE

EYDEN ELECTRIC, INC.
 Light Cap Industries dba JC Supply & Mfg.
 LITGEN CUTTING
 Lyons & Pinner Electric Companies
 M A STEEL ERECTORS
 Madison Coatings
 MAHONEY & ASSOCIATES LANDSCAPING, INC.
 MAINTENANCE COATINGS
 MAJOR LANDSCAPING
 MARKING SPECIALISTS CORP
 MARTINEZ UNDERGROUND INC
 MATIAS TRUCKING INC
 Mauro Sewer Construction, Inc.
 MC CANN CONCRETE PRODUCTS
 MCGINTY BROS INC
 MEADE ELECTRIC COMPANY
 MEGA STEEL CORP
 MERANJIL LANDSCAPING
 MERTO ENVIRONMENTAL
 MERU Corporation
 METROMEX CONTRACTORS
 METROPOLITAN STEEL
 MIDWEST FENCE CORP
 Midwest General Construction, Inc.
 Midwest Pipe Coating, Inc.
 MIDWESTERN ELECTRIC CO INC
 MONTE MAYOR CONSTRUCTION INC
 MONTGOMERY CONSTRUCTION, INC.
 MONTGOMERY S CONSTRUCTION CORPORATION
 National Structural Bearings Corp.
 NATURAL CREATIONS LANDSCAPING INC
 NORTHERN CONTRACTING INC
 Norvilla, LLC
 OZINGA MATERIALS, INC.
 Ozoh Engineering & Construction, LLC
 PAGODA ELECTRIC & CONSTRUCTION
 PAN-OCEANIC ENGINEERING
 Passina Tree Service, LLC
 PAT MC NALLY CONSTRUCTION, INC.
 PiTano Construction Company, Inc.
 PLOTE CONSTRUCTION
 Precision Pavement Markings, Inc.
 Pro Fence, Inc.
 Prospect Steel
 QUALITY SAW & SEAL
 QUANTUM CROSSINGS, LLC
 R A Seaton Contractor Services LLC
 R J Watson
 RAI CONCRETE INC
 Reinforced Earth Company
 Reliable Concrete Curing Company, Inc
 REYES GROUP LTD
 RICCI WELCH
 ROADS SAFE TRAFFIC SYSTEMS
 Rojas Concrete Inc
 ROUGH ROCK CONCRETE
 RW CONCRETE CO
 S Construction Co. Inc.
 S LANDSCAPING, INC.

DBE;ELECTRICAL
 DBE;REBAR
 SAW SEAL & GROOVING
 ELECTRICAL
 DBE;REBAR ERECTOR
 PAINTING
 LANDSCAPE
 PAVEMENT MARKINGS
 DBE;LANDSCAPE
 DBE;PAVEMENT MARKINGS
 DBE;DRAINAGE
 AGGREGATES;DBE;TRUCKING
 DRAINAGE
 PRE-CAST MANHOLES & STRUCT;REBAR
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 ASPHALT PAVING;DBE
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 DBE;LANDSCAPE
 FENCE GUARDRAIL
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 CURB & GUTTER;DBE
 DBE;ELECTRICAL
 CONCRETE PAVING;CURB & GUTTER;DBE
 TREE REMOVAL
 DRAINAGE;UNDERGROUND UTILITIES
 DRAINAGE;UNDERGROUND UTILITIES
 ASPHALT PAVING;EXCAVATION
 DBE;PAVEMENT MARKINGS
 FENCE GUARDRAIL
 STRUCT STEEL
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 SAW SEAL & GROOVING
 SPECIAL WASTE EXCAVATION
 DBE;SIGNING;STR STL ERECT
 DBE LANDSCAPE

ECO ENVIRO SERVICES
SEI COATINGS
SET ENVIRONMENTAL INC
SEVEN-D CONSTRUCTION COMPANY
Silver Eagle Construction Products, Inc.
Structal
Stupp Bridge Company
Sumil Construction Co., Inc.
Tandem Landscape Company
TERRELL MATERIALS CORP.
THE EDWARD L DAVIS COMPANY
Thorne Electric, Inc.
Timothy Wright Construction, LLC
Tobi Engineering, Inc.
TOUGH CUT CONCRETE SERVICES
TRAFFIC CONTROL & PROTECTION INC
TRAFFIC SERVICES, INC
TRI-TECH ELECTRIC INC
Truck King Hauling Contractors
TURF CARE LANDSCAPING INC
Utility Concrete Products
VAN MACK ELECTRIC
VARSITY STRIPING & CONSTRUCTION
Veritas Steel, LLC
VIRGIL COOK & SON
Viridian Enterprises, Inc.
VULCAN MATERIALS
Wal... Steel, LLC
... REMAC INC
... Utility Contractors Inc.
William Charles Electric LLC
WINDY CITY ELECTRIC CO
WORK ZONE SAFETY, INC

SPECIAL WASTE
PAINTING
SPECIAL WASTE
DBE;DRAINAGE;MISC CONC
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AGGREGATES;DBE;TRUCKING
DBE;LANDSCAPE
MSE WALLS;NOISEWALL;PRE-CAST CONCRETE;PRE-CAST MANHOLES & STRUCT
ELECTRICAL
DBE;PAVEMENT MARKINGS
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ELECTRICAL
DBE;DRAINAGE
AGGREGATES
STRUCT STEEL
SIGNING
ELECTRICAL;UNDERGROUND UTILITIES
ELECTRICAL
ELECTRICAL
DBE;TRAFFIC CONTROL

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

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

Women: at least 6.9 percent for all contracts.

Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.6%.

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

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

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

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

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

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

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

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

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

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

7. REQUIRED PAYROLL REPORTING INTO THE LCPTRACKER SYSTEM

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

The party preparing the report must sign and submit/certify it electronically. Weekly payroll reporting will replace the EEO Form 0003, Workforce Analysis, submittal process. Failure to submit weekly payrolls through the LCPTracker system will cause a delay in the payment of the contractor's pay estimates.

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

8. SUBCONTRACTOR OBLIGATIONS:

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

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

9. GOOD FAITH EFFORT PROCEDURES:

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

10. CORRECTIVE ACTION PLAN:

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

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

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

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

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

11. AMENDED CORRECTIVE ACTION PLAN:

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

12. DETERMINATION OF NON-COMPLIANCE:

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

13. ADMINISTRATIVE RECONSIDERATION:

The contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request to the Illinois State Toll Highway Authority, Contract Compliance Department, 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 Contract Compliance or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the Tollway if a hearing is

requested, explaining the basis for finding that the contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Contract Compliance that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the contractor. A final decision that a good faith effort was not made shall render the contractor in breach as non-compliant with its contract with the Tollway and may subject the contractor to sanctions under Section 14.

14. SANCTIONS:

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

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

15. RECORDS RETENTION AND AUDIT

Refer to the audit clause of the contract.

16. INACCURATE OR FRAUDULENT REPORTING:

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

17. OTHER REGULATIONS:

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



ILLINOIS TOLLWAY
 2700 Ogden Avenue, Downers Grove, IL 60515
 (630) 241-6800 • illinoistollway.com

I-18-4352

FORM 1256-WORKFORCE PROJECTION

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

Job Title	1	2	3	4	5	6	7	8	9	10	11	12
	Number of positions in the job title to be allocated to this contract	Number of hours required to complete job for each title	Number currently employed in the job title	Number from column 4 that are minorities?	Number from column 4 that are women?	Number of applicants needed to be hired? (column 3-4) Automatic Calculation	How many apprentices will be hired for each job title?	How many journeymen will be hired for each job title?	How many trainees will be hired for each job title?	Minorities to be hired in this bid?	Females to be hired in this bid?	Anticipated hire dates for title?
Operating Engineers	11	3500	11	1	1	0	0	0	0	0	0	N/A
Ironworkers	7	1000	7	0	0	0	0	0	0	0	0	N/A
Carpenters	12	3500	12	2	1	0	0	0	0	0	0	N/A
Cement Masons	7	1000	7	1	1	0	0	0	0	0	0	N/A
Electricians	4	500	4	0	0	0	0	0	0	0	0	N/A
Laborers	14	5000	14	7	1	0	0	0	0	0	0	N/A
TOTALS												

The undersigned agrees to commit to meeting the goal of minority and female participation on this contract. In the event that the undersigned does not meet the hires with its own efforts, the company will further commit to reach out to Tollway Diversity for assistance with hires in each category.

Lorig Construction Company

Signature of Company Representative: 
 David H. Lorig, President

Company Name:

STATE OF ILLINOIS

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

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of 2.5% based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

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

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

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

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

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

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

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

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
 - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.
 - 5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.
 - 5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**

- 5.4.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
- 5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.5.** Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.6.** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- 5.7.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

- 6. Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal,

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

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

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

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4.** If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five (5) business days of receipt of the request.
- 7.5.** Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five (5) business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8.** Veteran payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Contract Compliance Payment Reporting Instructions posted on the Tollway's website.

After the performance of the final item of work or delivery of material by a VOSB/SDVOSB and final payment to the VOSB/SDVOSB by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the contractor for such work or material, the contractor shall submit a VOSB/SDVOSB Final Payment Report on ISTHA Form 2115, or such other form or format as specified by the Tollway, to the Construction Manager. If full and final payment has not been made to the VOSB/SDVOSB, the Report shall indicate whether a disagreement concerning the final payment exists between the contractor and the VOSB/SDVOSB or if the contractor believes that the VOSB/SDVOSB's work has not been satisfactorily completed.

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

Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than thirty (30) calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

- 7.9.** The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements

concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

- 7.10.** The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

Date: 8/25/2020
 To: Contact Name: David Lorig
 Contractor Company Name: Lorig Construction Company
 From: Graciela Perez
 DBE Project Specialist

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

Subject:	VOSB Plan Review	Date Original Plan Submitted:	8/25/2020	Revision #	0
Contract #	I-18-4352	Established VOSB Goal:	2.50 %		
Contract Description:	Windsor Drive Bridge Replacement Over Illinois Tollway Connector Ramps M & N Between I-88 & I-294				

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

Notes:

VOSB Plan as Submitted by apparent low bidder:									
Core Bid Amount		\$4,524,346.20							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Industrial Fence, Inc.	SB	VOSB	Guardrail	\$163,261.04	\$163,261.04	3.60 %	CMS	M	Hispanic
Total # of subcontracts: 1				TOTAL	\$163,261.04	3.60 %			
Total # of subcontractors: 1				Total %	3.60 %	3.60 %			

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # **I-18-4352** VOSB FIRM NAME **Industrial Fence Inc.**
 CIRCLE ALL THAT APPLY: VOSB SPOVSB

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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


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

PAY ITEM NO.	DESCRIPTION: indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECKOFF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (Reduce to 90% of contract amount if firm is a supplier)
	SEE ATTACHED			163,261.04		
TOTALS FOR THIS VOSB FIRM:				163,261.04		163,261.04

*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 #5571030, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

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


Signature for VOSB Contractor:  Date: **9/23/20**

Contact: **David H. Lorig, President** Title: **President**

Firm Name: **Long Construction Company**

Address: **250 E. Touhy, Des Plaines, IL 60018**

Phone: **847-298-0360**

Signature for VOSB Contractor:  Date: **08/24/2020**

Contact: **Miguel A. Saltijeral** Title: **VP**

Firm Name: **Industrial Fence Inc.**

Address: **1300 S. Kilbourn Avenue Chicago, IL 60623**

Phone: **773-521-9900**

INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

GC: General Contractor

IFI Bid Proposal

Contact: Estimating

Estimate Date: 08/25/2020

Phone:

Work Order No: E20281

Email:

Project Name: ISTHA I-18-4352

Description	Unit	Quantity	Unit Price	Total Price
30 Guardrail				
63200310 Guardrail Removal	LF	241.00	8.68	2,091.88
70600260 Impact Attenuator Temp (FRN) TL3	EA	2.00	6,198.61	12,397.22
70600280 - IMP ATTN TEMP SUN TL3	EA	4.00	7,521.11	30,084.44
70600332 Impact Attenuator Temp Relocate TL3	EA	2.00	2,892.36	5,784.72
J1635010 Roadway Delineators	EA	4.00	48.24	192.96
JS120710 Energy Attenuator	EA	2.00	29,864.16	59,728.32
JS120720 Energy Atten Removal	EA	2.00	1,045.84	2,091.68
JT990100 Remove HTC Median Bar	LF	178.00	11.76	2,093.28
JT990101 Remove HTC Med Bar T	EA	4.00	1,307.29	5,229.16
JT990105 HTC Median Barrier	LF	178.00	101.17	18,008.26
JT990106 - HTC Median Barrier Terminal	EA	4.00	6,389.78	25,559.12
				\$163,261.04

Totals

Notes:

HTC Spare Parts per Spec includes (150 post sets, 4 ea. TP1-4, 15 CSTB, 12 j-bolts, 3 ATFs)

We would like to thank you for the opportunity to bid on this project. It has been a pleasure serving you. We express our sincere appreciation for your business. At Industrial Fence, Inc. we value your business and recognize the importance of service, quality and value.

Exclusions:

3/11

Certified Profile

CLOSE WINDOW

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

BUSINESS NAME	Industrial Fence, Inc.	
OWNER	Mr. Miguel A. Saltijeral	
ADDRESS	1300 S. Kilbourn Ave Chicago, IL 60623	Map This Address
PHONE	773-521-9900 Ext. 122	
FAX	773-521-9923	
EMAIL	msaltijeral@industrialfenceinc.com	
WEBSITE	http://www.industrialfenceinc.com	
ETHNICITY	Hispanic	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	6/21/2021
EXPIRATION DATE	6/21/2024
CERTIFIED BUSINESS DESCRIPTION	Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings, Fencing, Wrought Iron, Including Components, Fencing, Metal Slat and Tubular, Including Components, Fencing, Ornamental, METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS, Iron: Angles, Bands, Plate, Sheets, etc., Ornamental Ironwork, Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation, Fencing Rental or Lease, Fence Installation, Maintenance and Repair,

Commodity Codes

Code	Description
NIGP 33000	FENCING
NIGP 33013	Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings

NIGP 33032	Fencing, Wrought Iron, Including Components
NIGP 33037	Fencing, Metal Slat and Tubular, Including Components
NIGP 33040	Fencing, Ornamental
NIGP 57000	METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS
NIGP 57029	Iron: Angles, Bands, Plate, Sheets, etc.
NIGP 57040	Ornamental Ironwork
NIGP 91313	Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation
NIGP 98136	Fencing Rental or Lease
NIGP 98815	Fence Installation, Maintenance and Repair

Additional Information

REGION

Metro Chicago



VOSB FORM 2023

Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

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

Good Faith Efforts Checklist

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

DHL
 _____ 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>

DHL
 _____ 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.

DHL
 _____ 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.

DHL
 _____ 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.

DHL
 _____ 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.

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



VOSB FORM 2023 page 2

DHL 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).

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

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

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

Print Name: David H. Lorig Phone contact: 847-298-0360
Position: President E-mail address: dlorig@lorigconstruction.com
Signature: [Redacted] Date: August 25, 2020



VOSB FORM 2023

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

Project name: Windsor Drive at I-294 Project number: I-18-4352

Bidder name: Lorig Construction Company Contact person: David H. Lorig

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
See Attached Solicitation	Facsimile See Solicitation	Varies Depending on Subcontractor	Varies Either No Quote Incomplete Quote or Price was High

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

Print Name: David H. Lorig **Phone contact:** 847-298-0360

Position: President **E-mail address:** dlorig@lorigconstruction.com

Signature: [Redacted Signature] **Date:** August 25, 2020

NAME OF VOSB/SDVOSB	SCOPE OF WORK SOLICITED	REASON AGREEMENT WAS NOT REACHED
AMERIVET ENTERPRISES INC	ANY / ALL	
CALHOUN CONSTRUCTION INC	ANY / ALL	DID NOT RESPOND
DEMARC ELECTRIC AND COMMUNICAT	ANY / ALL	DID NOT RESPOND
E R BAKEY INC	ANY / ALL	
FREIGHT MANAGEMENT INC	ANY / ALL	DID NOT RESPOND
GAVIG CONSTRUCTION COMPANY	ANY / ALL	DID NOT RESPOND
GIANNOLA SEWER	ANY / ALL	DID NOT RESPOND
PACRUTA INC	ANY / ALL	DID NOT RESPOND
PHP ENTERPRISES INC.	ANY / ALL	DID NOT RESPOND
PLAINFIELD CONSTRUCTION CO	ANY / ALL	DID NOT RESPOND
SYTE CORPORATION	ANY / ALL	DID NOT RESPOND
VIKING BROTHERS INC	ANY / ALL	
DND ELECTRIC	ANY / ALL	
INDUSTRIAL FENCE	FENCE - GUARDRAIL	
AMERICAN LANDSACPE & ASSOC. INC.	LANDSCAPING	

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

SPECIAL PROVISION

FOR

BID CREDIT INCENTIVE PROGRAMS

1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

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

Current Tollway Bid Credit Programs are:

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

TOLLWAY: The Illinois State Toll Highway Authority.

3. EARNING BID CREDITS

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

4. BIDDING PROCEDURES

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

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

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

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

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

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

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

4.5 Entering Bid Credits on the bid forms:

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

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

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

- Ensure that the Bid Credit Certificate is in active mode, which can be done through checking the Active Bid Credit Certificate Register on the Tollway's website (www.illinoistollway.com and click on "Doing Business") prior to submitting a Bid Credit Bid Credit Certificate in a Tollway bid solicitation;

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

5.4.5 Insert a copy of this Tollway Special Provision for Bid Credit incentive programs in each and every subcontract or joint venture agreement under this contract and it shall become a material term of the subcontracts.

5.5 Bid Credits Submitted by the prime contractor, joint venture partner(s) and/or subcontractor/fabricator(s) are applied via Bid Credit Allocation, proportionally to the amounts originally submitted on the bid.

6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused Bid Credits do not expire.

6.2 Bid Credits will become Inactive Bid Credits once utilized in a successful bid.

6.3 Should the same Bid Credit Certificate be submitted in multiple bids on the same date:

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

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

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

7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

Any contractor who knowingly submits an Inactive Bid Credits shall be permanently barred from participating in any Tollway Bid Credit program.

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

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



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.:

I-18-4352

CONTRACTOR/CONSULTANT NAME:

Lorig Construction Company

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The vendor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (21) days following any change in facts or circumstances

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

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

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

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

Agreed: Lorig Construction Company	Agreed:
By: David H. Lorig <i>[Signature]</i>	By:
Signed: 	Signed:
Position: President	Position:
Date: August 25, 2020 <i>[Signature]</i>	Date:



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

Date: August 25, 2020

Project Number: I-18-4352

Project Name: Windsor Drive at I-294

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: Lorig Construction Company

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: dlorig@lorigconstruction.com

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
AREA FENCE	[REDACTED]	WILSON PARK, IL 60181	CONCRETE BEAMS	1,044,480.00
INDUST. FENCE	[REDACTED]	CHICAGO, IL 60623	GUARDRAIL	163,261.04

Signature: [REDACTED]

Date: August 25, 2020

Printed Name: David H. Lorig, President

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[Departments](#)
[News](#)
[Contact](#)



Office of the Secretary of State Jesse White

CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	54373015
Entity Name	LORIG CONSTRUCTION COMPANY
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Tuesday, 9 September 1986
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information	
Name	DAVID H LORIG
Address	250 E TOUHY AVE DES PLAINES , IL 60018

Change Date	Friday, 11 September 1992
-------------	---------------------------

Annual Report

Filing Date	Tuesday, 21 July 2020
-------------	-----------------------

For Year	2020
----------	------

Officers

President Name & Address	DAVID LORIG 250 E TOUHY AVE DES PLAINES 60018
-----------------------------	---

Secretary Name & Address	BILL AUCHSTETTER 250 E TOUHYDES PLAINES 60018
-----------------------------	---

Old Corp Name

03/31/1989	M.H.L. ENTERPRISES, INC.
------------	--------------------------

[Return to Search](#)

(One Certificate per Transaction)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

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Tue Oct 13 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:52 10/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/20 AT 16:52 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

Lorig Construction Company

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:55 10/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/20 AT 16:55 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

Area Equipment, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:56 10/13/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/13/20 AT 16:56 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

Industrial Fence, Inc.



**Substance Abuse Prevention
Program Certification
Public Act 95-0635**

Contract # I-18-4352 Today's Date 8/25/2020

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

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

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

Lorig Construction Company

David H. Lorig, Presidency

Contractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Lorig Construction Company

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 

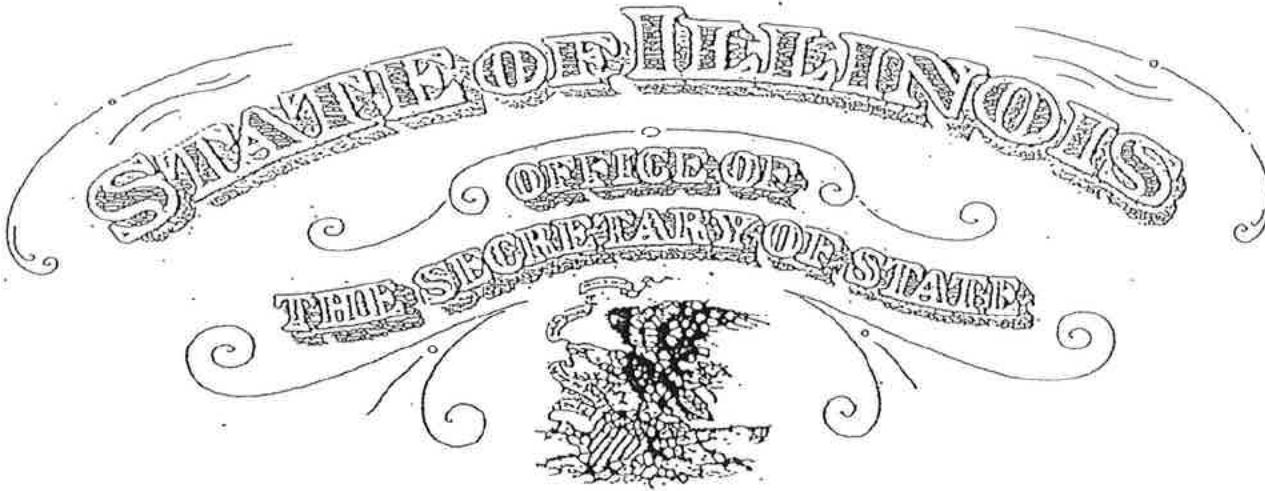
Legal Status (check one):

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

Signature of Authorized Representative: 

Date: August 25, 2020

File Number 5437-301-5



To all to whom these Presents Shall Come, Greeting:

Jesse White, Secretary of State of the State of Illinois, do hereby certify that

LORIG CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 09, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 9TH
day of MAY A.D. 2012

Jesse White

Identification #: 1213001392

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

SECRETARY OF STATE

Certificate of Registration



Registration No. 10827

Lorig Construction Company

250 East Touhy Avenue

Des Plaines IL 60018

Information for this business last updated on:

Monday, August 03, 2009

Certificate produced on Monday, August 03, 2009 at 12:08 PM



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: 20-557THA-ENGCO-B-16204 Procurement/Contract #: I-18-4352 WINDSOR DR at I-294

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

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

State of Illinois Vendor Registration Number: IPG-0361471

IPG Expiration Date: 01/15/2021

2. Certification Timely to this Solicitation or Contract

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

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

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

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

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

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
	SEE ATTACHED			

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Lorig Construction Company


Phone: 847-298-0360

Street Address: 250 E. Touhy Ave.

Email: dlorig@lorigconstruction.com

City, State, Zip: Des Plaines, IL 60018

Vendor Contact: David H. Lorig

Signature:  _____

Date: 08/25/2020

Printed Name: David H. Lorig

Title: President

Agency/University	Project Title	Status	Value	Contract Ref./P.O./Illinois Procurement Bulletin#
ISTHA	I-88 & Farnsworth Ave. Exchange	Active	\$14,600,527.78	I-15-4248
IDOT	I-90 Cumberland to Higgins	Active	\$22,916,215.20	60Y38
IDOT	UPRR over IL-132	Active	\$19,854,596.50	60K80
ISTHA	Bridge Joint and Retaining Wall Repairs	Active	\$4,140,184.23	RR-15-4240
IDOT	Pfingsten Road over Metra	Active	\$2,016,296.37	61D63
IDOT	I-290 Bridge	Active	\$21,636,765.65	60X75
CDOT	Oakwood Blvd Over Metra	Active	\$9,880,835.35	E-5-454
ISTHA	Bradley Road Bridge Reconstruction	Active	\$6,697,899.20	RR-18-4351
ISTHA	Roadway and Bridge Rehabilitation (I-355)	Active	\$11,836,358.40	RR-16-4255
ISTHA	Crossroad Bridge Rehabilitation	Active	\$3,243,078.40	RR-18-4387
ISTHA	I-90 Collector-Distributors over Higgins Creek Bridge Contraction	Active	\$4,385,014.00	I-18-4695
ISTHA	I-490 over I-90 Bridges	Active	\$11,280,765.35	I-18-4694
IDOT	IL 53	Active	\$2,439,161.06	62B61
ISTHA	Edens Spur (I-94) Roadway Rehabilitation	Active	\$37,892,093.97	I-18-4374
IDOT	Willow Road Bridge	Active	\$8,661,763.10	60N83
ISTHA	South I-294 Accident Repairs	Active	\$834,102.00	RR-19-4450
ISTHA	Archer Avenue over I-294	Active	\$41,321,997.95	I-19-4481
IDOT	Sauk Trail	Active	\$4,914,413.70	62F29
IDOT	Grand Avenue	Active	\$1,091,070.25	60R67
IDOT	Jackson Blvd at I-94	Active	\$9,989,151.65	62J31
IDOT	I-290 Repairs	Active	\$1,727,469.00	62K23
IDOT	Willow / Des Plaines River	Active	\$4,711,922.45	60D77
IDOT	NB Kennedy Reconstruction	Active	\$56,078,987.96	62A76
IDOT	SB Kennedy Reconstruction	Active	\$43,795,682.32	62A77
IDOT	Adams/Jackson Bridges	Active	\$42,620,594.59	60X94
ISTHA	I-294 Noisewall	Active	\$4,331,231.35	I-20-4541
ISTHA	Windsor Drive	Active	\$4,805,346.20	I-18-4352
ISTHA	North Ave to Grand Ave	Bidding		I-19-4458
ISTHA	NAW Hinsdale Oasis-55th	Bidding		I-20-4546
ISTHA	North Ave - St Charles Rd	Bidding		I-20-4533

Vendor Registration: View

Help & Tools 

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

LORIG CONSTRUCTION CO.

System Vendor Number: 20094210

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

Vendor Registration

TYPE	State of Illinois Vendor Registration (Renew/Update)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	1/14/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0361471
REVIEWER	Maribeth Christmon
DATE REVIEWED	1/16/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	1/15/2021
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	LORIG CONSTRUCTION CO.
CONTACT FOR THIS SUBMISSION	David Lorig (change contact)
PRIMARY CONTACT EMAIL	dlorig@lorigconstruction.com
PHONE	847-298-0360
FAX	847-298-2689
COMPANY EMAIL	dlorig@lorigconstruction.com
TAX ID NUMBER	██████████
COMPANY TYPE	Corporation
ADDRESS	250 E. TOUHY AVE. DES PLAINES, IL 60018 [edit address]

[View Vendor Profile](#)

Current Vendor Certifications

No current applicable certifications.

Forms

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



NIGP Codes

NIGP 91310	Construction: Airport Roadway, Runway and Taxiway
NIGP 91313	Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation
NIGP 91327	Construction, Highway and Road
NIGP 91336	Construction, Parking Lot and Alley
NIGP 91350	Construction, Streets, Major and Residential, Including Reconstruction
NIGP 91358	Construction, Viaduct (Includes Reconstruction)

Additional Information

STAFF
ATTACHED
FILE(S)

[Attach File](#)

Document	Status
  LORIG CONSTRUCTION CO. 01.16.2020 IPG Application Review Sheet.pdf Filename: LORIG_CONSTRUCTION_CO_01.16.2020_IPG_Application_Review_Sheet_20200116090150_1873.pdf	PDF, 2.20 MB Edit Info Delete Attached by Maribeth Christmon on 1/16/2020

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

Signature

SIGNATURE	David Lorig
TITLE	President
ORGANIZATION	LORIG CONSTRUCTION CO.
DATE	1/14/2020

[Customer Support](#)

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LORIG CONSTRUCTION CO.







System Vendor Number: 20094210

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


Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	1/14/2020
STATUS	Accepted
BUSINESS NAME	LORIG CONSTRUCTION CO.
POINT OF CONTACT	David Lorig
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	David Lorig	
3. ANNUAL SALES/GROSS RECEIPTS	125,000,000	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	09/15/1986	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	David Lorig	
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	847 298-0360 x100	
CONTACT PERSON EMAIL	dlorig@lorigconstruction.com	

B. Additional Information

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

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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- Comments
- Certifications
- Site Visits
- Registrations
- Reports

LORIG CONSTRUCTION CO.

System Vendor Number: 20094210

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[View Clean Form in PDF](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	1/14/2020
STATUS	Accepted
BUSINESS NAME	LORIG CONSTRUCTION CO.
POINT OF CONTACT	David Lorig
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

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

Additional Information

STAFF ATTACHED FILE(S)

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

Vendor Registration: View Form

Help & Tools 

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

LORIG CONSTRUCTION CO.

System Vendor Number: 20094210

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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	1/14/2020
STATUS	Accepted
BUSINESS NAME	LORIG CONSTRUCTION CO.
POINT OF CONTACT	David Lorig
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	350	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 94994-00 11/20/2023	

E. Authorized to do Business in Illinois

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

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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LORIG CONSTRUCTION CO.

System Vendor Number: 20094210


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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	1/14/2020
STATUS	Accepted
BUSINESS NAME	LORIG CONSTRUCTION CO.
POINT OF CONTACT	David Lorig
FLAG FORM	Add Flag


F. Certifications

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


Yes

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


N/A

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


Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

N/A

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

7/10

Yes, I certify my business is registered with BOE.

10827

Additional Information

STAFF ATTACHED FILE(S)

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LORIG CONSTRUCTION CO.

System Vendor Number: 20094210

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	1/14/2020
STATUS	Accepted
BUSINESS NAME	LORIG CONSTRUCTION CO.
POINT OF CONTACT	David Lorig
FLAG FORM	Add Flag

H. Iran Disclosure

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



No business operations to disclose.

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LORIG CONSTRUCTION CO.

System Vendor Number: 20094210

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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	1/14/2020
STATUS	Accepted
BUSINESS NAME	LORIG CONSTRUCTION CO.
POINT OF CONTACT	David Lorig
FLAG FORM	Add Flag


I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


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

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



No


C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

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


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

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

Document	Status
  20190211131044.pdf (PDF)	Attached by David Lorig on 1/14/2020

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

Yes

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

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

21. HAS THERE BEEN ANY 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

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

Vendor Name: Lorig Construction Company

DBA:

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
David Lorig	[REDACTED]	80%	Click here to enter text.	80%	Click here to enter text.
Max Lorig	[REDACTED]	20%	Click here to enter text.	20%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



Certificate of Eligibility

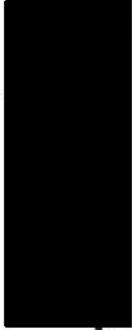
Lorig Construction Company
250 East Touhy Avenue Des Plaines, IL 60018

Contractor No 3505

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

001	EARTHWORK	\$5,875,000
002	PCC PAVING	\$18,975,000
012	DRAINAGE	\$5,800,000
017	CONCRETE CONSTRUCTION	\$3,025,000
034	DEMOLITION	\$2,550,000
08A	AGGREGATE BASES & SURF. (A)	\$2,975,000
09C	HWY., R.R. & WATERWAY STR.	Unlimited

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/7/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/7/2020.



Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO. I-18-4352 (USE INK ONLY)

This agreement, authorized by the Board of Directors to be entered into in duplicate this 15th day of October, 2020 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and Lorig Construction Company

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

(* DELETE ALL LINES THAT DO NOT APPLY)

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

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

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

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

CONTRACT NO. I-18-4352

CONTRACT BOND AGREEMENT

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

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

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

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

DEFINITIONS

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

TIME OF PERFORMANCE

The duration of this contract shall commence with the Chief Operating Officer's signature and shall continue until **November 29, 2021**, in accordance with the contract book schedule.

CONTRACT END DATE

The contract end date is two (2) years from the completion date. Based on the completion date stated in the contract at the time of award the End Date is **November 29, 2023**

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

CONTRACT NO: I-18-4352

LIABILITY OF JOINT VENTURE

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

PERFORMANCE OF THE WORK

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

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

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

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

CONSIDERATION

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

ASSIGNMENT

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

CONTRACT NO: I-18-4352

COVENANT AGAINST CONTINGENT FEES

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

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

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

COMPTROLLER REQUIREMENTS FOR CONTRACTS

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

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

FREEDOM OF INFORMATION ACT

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

GOVERNING LAW; EXCLUSIVE JURISDICTION

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

**CONTRACT NO: I-18-4352
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 **Lorig Construction Company** at:

250 East Touhy
Des Plaines, IL 60018

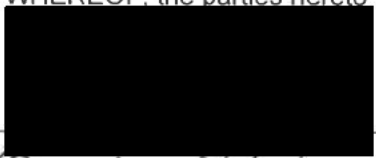
or to the TOLLWAY at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time.

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

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

Agreed By:

President



Date

10/13/20

Printed Name as Signed Above

David H. Lorig

ATTEST:

Secretary




(Seal)

Bill Auchstetter


Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY


Willard S. Evans Jr., Chairman/CEO

Date

12/10/2020


Jose Alvarez, Executive Director

Date

12/09/2020

APPROVED:


Cathy R. Williams, Chief Financial Officer

Date

12/09/2020

APPROVED:


Kathleen Pasulka-Brown, General Counsel

Date

12/08/2020

Approved as to Form and Constitutionality


Attorney General, State of Illinois

Date

12/08/2020

CORPORATION SIGNATURE FORM

AT A MEETING ON OCTOBER 8, 2020 THE BOARD OF DIRECTORS OF LORIG CONSTRUCTION COMPANY ADOPTED THE FOLLOWING RESOLUTION:

“BE IT RESOLVED THAT DAVID LORIG, TIM RIEMERSMA, MATT CUSTARDO, BILL AUCHSTETTER, MARY AITCHISON, KEVIN SCHAFER, ANTHONY HASTEN ANDREW STIRK AND CHRIS THAYER ARE HEREBY AUTHORIZED, DIRECTED AND EMPOWERED, ON BEHALF OF LORIG CONSTRUCTION COMPANY TO EXECUTE THE CONTRACT AND ANY AND ALL CONTRACT MODIFICATIONS OR DOCUMENTATION WITH THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY’S CONTRACT NO. I-18-4352.

I, BILL AUCHSTETTER, 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)



10/8/20

DATE

SECRETARY

Illinois Sales Tax Exemption Certificate**IL STATE TOLL HIGHWAY AUTHORITY****2700 OGDEN AVE
DOWNERS GROVE IL 60515-1703****Sales Tax Exemption Certificate****Issue date:****02/10/2020****Expiration date:****03/01/2025****Sales Tax Exemption****Organization type:****Governmental**

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

**ILLINOIS REVENUE**

Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4352

PERFORMANCE BOND

Bond No. 83BCSIE9095

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lorig Construction Company,
(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 Hartford Fire Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of CT 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 of Four Million Eight Hundred Five Thousand Three Hundred Forty-Six Dollars and Twenty Cents \$4,805,346.20, lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Windsor Drive Bridge Replacement Between I-88 & I-294 Over Illinois Tollway Connector
(Insert Contract Number and Description)

Ramps M & N. Contract No, I-18-4352

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 13th day of October, 2020.

Surety Hartford Fire Insurance Company

Principal Lorig Construction Company

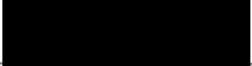
Address One Hartford Plaza

Address 250 East Touhy Avenue

Hartford, CT 06155

Des Plaines, IL 60018

By 

By 

(Seal) Kelly A. Gardner, Attorney in Fact

(Signature)
David H. Lorig, President
(Name & Title)

(Seal)

Agent for
Surety HUB International Midwest

Attest 
Corporate Secretary

Address 1411 Opus Place, Ste. 450

Downers Grove, IL 60515

(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)**

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HUB INTERNATIONAL, MIDWEST LIMITED

Agency Code: 83-550208

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Kelly A. Gardner, Stephen T. Kazmer, Elaine Marcus, Jennifer J. McComb, James I. Moore, Dawn L. Morgan, Sinem Nava, Tariese M. Pisciotto, Diane M. Rubright, Alexandra Sartori, Melissa Schmidt of DOWNERS GROVE, Illinois

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary



M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE



Kathleen I. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 13, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

STATE OF ILLINOIS }
COUNTY OF DU PAGE }

On October 13, 2020, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Hartford Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023



Alexa Costello, Notary Public
Commission No. 904586



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4352

PAYMENT BOND

Bond No. 83BCSIE9095

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lorig Construction Company,
(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 Hartford Fire Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of CT with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Four Million Eight Hundred Five Thousand Three Hundred Forty-Six Dollars and Twenty Cents \$4,805,346.20, lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Windsor Drive Bridge Replacement Between I-88 & I-294 Over Illinois Tollway Connector

(Insert Contract Number and Description)

Ramps M & N. Contract No. I-18-4352

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 13th day of October, 2020.

Surety Hartford Fire Insurance Company


Principal Lorig Construction Company


Address One Hartford Plaza

Address 250 East Touhy Avenue

Hartford, CT 06155

Des-Plaines, IL 60018

By 
(Seal) Kelly A. Gardner, Attorney in Fact

By 
(Seal) David H. Lorig, President

(Name & Title)

Agent for
Surety HUB International Midwest

Attest 
Corporate Secretary

Address 1411 Opus Place, Ste. 450

Downers Grove, IL 60515

(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)**

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THE HARTFORD

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One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

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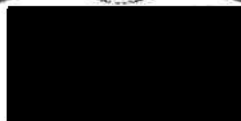
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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

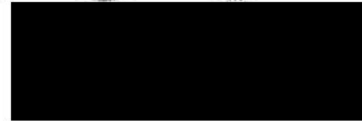
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In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary



M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE



Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 13, 2020
Signed and sealed at the City of Hartford.




Kevin Heckman, Assistant Vice President

STATE OF ILLINOIS }
COUNTY OF DU PAGE }

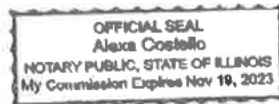
On October 13, 2020, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Hartford Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023



Alexa Costello, Notary Public
Commission No. 904586





October 9, 2020

Mr. Mark Thomas
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515

RE: ISTHA I-8-352 Windsor Drive Bridge Replacement Between I-88 & I-29 Over Illinois Tollway Connector Ramps M & M

Dear Mark,

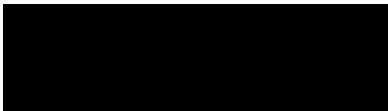
All provisions of the accepted certificates of insurance and policy binder have been obtained.

All endorsements indicated have been requested from the appropriate insurance carrier, or currently endorsed on the policies.

Assurance Agency is the binding agent for the insurance carriers providing coverage for the above referenced project.

If you have any questions, please do not hesitate to contact me.

Sincerely,



DAN KLARAS
Assurance | President
1750 East Golf Road | Schaumburg, IL 60173
p 847.463.7168 | f 847.440.9127
dklaras@assuranceagency.com | www.assuranceagency.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Liz Welch PHONE (A/C, No, Ext): (847) 463-7209 E-MAIL ADDRESS: lwelch@assuranceagency.com		FAX (A/C, No): (847) 440-9123													
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COVERAGES

CERTIFICATE NUMBER: 616039707

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2KCO5809B327IND20	9/30/2020	9/30/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VTNCAP5809B339PHX20	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C D E	<input checked="" 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 checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2R2953942025 LXP104001600 TUE032871308	9/30/2020 9/30/2020 9/30/2020	9/30/2021 9/30/2021 9/30/2021	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB2R2838932025R	9/30/2020	9/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACC DENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

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

Pollution Liability: Policy #CEO744677304, Effective 9/30/2020 - 9/30/2021, \$5,000,000 Limit, Carrier - Indian Harbor Ins Co, NAIC #36940
 Builders Risk: Policy #IHCH40463200, Effective 12/15/2020 - 11/30/2021, \$4,805,436 Limit, Carrier - Hanover Insurance Co., NAIC #22292

Re: ISTHA Contract I-18-4352 Windsor Drive Bridge Replacement

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

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The Illinois State Toll Highway Authority
 Attention: Risk Management
 2700 Ogden Avenue
 Downers Grove IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance, a Marsh & McLennan Agency LLC company		NAMED INSURED Lorig Construction Company 250 East Touhy Avenue Des Plaines IL 60018-2658	
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

-The Illinois State Toll Highway Authority together with its officials, directors and employees
 -The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager
 -Village of Oak Brook

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

Umbrella follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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 architect, engineer or surveyor that you agree in a written contract to include as an additional insured on this Coverage Part provided that such written contract was signed by you before and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

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", "personal injury" or "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.

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", "personal injury" or "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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

- 1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- e.** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited

liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**;

- (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-2R283893-20-25-R

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

DESIGNATED ORGANIZATION:

DATE OF ISSUE: 09-30-2020

ST ASSIGN:

Contracting Activity(ies)	E.	means any general construction activity performed by or on behalf of the Named Insured .
Design Professional	F.	means any person or entity that is legally qualified, certified or licensed to perform services which are covered by Design Professional's Insurance , including subcontractors and subconsultants at any tier.
Design Professional's Insurance	G.	means all architects and engineers, or contractors professional liability insurance policies which insure a Design Professional .
Design Professional Services	H.	means services that any Design Professional : <ol style="list-style-type: none"> 1. agreed to perform pursuant to a written contract with the Insured; 2. which are included within the Professional Activities and Duties that the Insured agreed to perform in a written contract; and 3. which are covered by Design Professional's Insurance.
Emergency Remediation Expense	I.	means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a Pollution Condition at a Job Site resulting from the rendering or failure to render Contracting Activities .
Environmental Damage	J.	means physical damage in or upon land, the atmosphere, watercourse, body of water or groundwater, caused by a Pollution Condition and resulting in Remediation Expense .
Insured	K.	means each of the following: <ol style="list-style-type: none"> 1. the Named Insured; 2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such; 3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement; 4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the Named Insured otherwise insured herein; 5. any Predecessor in Interest; 6. any entity that is newly formed or acquired by you during the Policy Period where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that: <ol style="list-style-type: none"> a. coverage shall be provided only for Professional Loss arising out of Professional Activities and Duties and/or Pollution Loss arising from Contracting Activity performed on or after the date of formation or acquisition, subject to the Retroactive Date; and

- b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
- a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and
 - b. with respect to the **Client's** vicarious liability resulting from your **Contracting Activity**.
9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:
- a. a **Pollution Condition** caused by your **Contracting Activity**; and
 - b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity** provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Insured Contract L. means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

- Declarations and Representations** G. By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.
- Design Professional's Insurance** H. The **Insured** shall require that each **Design Professional** under written contract to it evidence professional liability insurance.
- Headings** I. The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.
- Inspection and Audit** J. We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the **Insured's** books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.
- Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.
- We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any **Insured** in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.
- Limitation of Liability** K. Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.
- Other Insurance** L. Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:
1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
 2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
 3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

- Severability M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.
- Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.
- Sole Agent N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.
- Subrogation O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.
- However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.
- Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.
- Territory P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.