

## RESOLUTION NO. 21738

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4433 for Reconstruction and Widening on the I-57 Median North of the Tri-State Tollway (I-294). The lowest responsible bidder on Contract No. I-18-4433 is D. Construction, Inc. in the amount of \$18,753,146.12.

**Resolution**

Contract No. I-18-4433 is awarded to D. Construction, Inc. in the amount of \$18,753,146.12, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel 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.

Approved by 

Chairman

IMPORTANT  
BID ADDENDUM  
ENCLOSED

ORIGINAL

**RETURN WITH BID**

**CONTRACT I-18-4433**

**I-57 MEDIAN NORTH OF I-294, RAMP L**

**MILE POST 350.0 TO MILE POST 351.5  
I-57 STATION 1263+94.3 TO  
I-57 STATION 1344+49.5**

**MILE POST 8.0 TO MILE POST 349.5  
I-294 STATION 426+80 TO  
I-57 STATION 1250+15**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**

**REQUIRED DOCUMENTS**

CN Tollway\_PDR-4433 Contract Requirements Book Vol 1 - 05072019



**ADDENDUM NO. 3  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-18-4433  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: December 5, 2018**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30 A.M. local time, December 11, 2018.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. Revised Schedule of Prices: Pages P-5 through P-7, P-8R, P-9, P-10R, P-11R, P-12, P-13R through P-15R, P-16RR, P-17RR accompany this Addendum and must be inserted into the Contract Proposal by the Bidder.

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change # 1**

Contract Requirements, Volume I, Replace Page P-16R with P-16RR. Replace Page P-17R with P-17RR

This replacement includes the value for item JT155001 CONTRACTOR'S QUALITY PROGRAM and the total for TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)

Note: pages P-5 through P-7, P-8R, P-9, P-10R, P-11R, P-12, and P-13R through P-15R are included with this document but are unchanged from the previous addendum.

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**END OF ADDENDUM CHANGES**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 360.0 TO MP 351.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	20100110	TREE REMOVAL (8 TO 15 UNITS DIAMETER)	UNIT	1802		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	2475		
*	20100500	TREE REMOVAL, ACRES	ACRES	1.5		
*	20200100	EARTH EXCAVATION	CU YD	12800		
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	235		
	20400800	FURNISHED EXCAVATION	CU YD	18540		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	48		
*	20800150	TRENCH BACKFILL	CU YD	10897		
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	40890		
	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4868		
	25000210	SEEDING, CLASS 2A	ACRE	4.75		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	511		
	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	428		
	25000900	POTASSIUM FERTILIZER NUTRIENT	POUND	676		
	25100115	MULCH, METHOD 2	ACRE	7		
	25100630	EROSION CONTROL BLANKET	SQ YD	33758		
	25200200	SUPPLEMENTAL WATERING	UNIT	1000		
	28100105	STONE RIPRAP, CLASS A3	SQ YD	32		
	28200200	FILTER FABRIC	SQ YD	32		
D1	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	9630		
D1	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	8537		
	31102100	SUBBASE GRANULAR MATERIAL, TYPE C 4"	SQ YD	408		
D1	31200502	STABILIZED SUBBASE - HOT-MIX ASPHALT, 4 1/2"	SQ YD	7513		
	40600295	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	POUND	74070		
	40800862	HOT MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	208		
D1	40803340	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N70	TON	1182		
	42001300	PROTECTIVE COAT	SQ YD	29754		
	42100200	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 9"	SQ YD	5653		

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MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	42100360	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 13"	SQ YD	1543		
	42100815	PAVEMENT REINFORCEMENT	SQ YD	7197		
	42101112	LUG SYSTEM COMPLETE 12"	EACH	8		
	44000400	GUTTER REMOVAL	FOOT	225		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	451		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	20204		
	44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	8917		
	48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	177		
01	48203049	HOT-MIX ASPHALT SHOULDERS, 13"	SQ YD	17195		
	50102400	CONCRETE REMOVAL	CU YD	1		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1		
	50200100	STRUCTURE EXCAVATION	CU YD	10575		
	50800105	REINFORCEMENT BARS	POUND	895620		
	51201800	FURNISHING STEEL PILES HP14x73	FOOT	22996		
	51202305	DRIVING PILES	FOOT	22996		
	51203800	TEST PILE STEEL HP14x73	EACH	12		
	51204650	PILE SHOES	EACH	840		
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	9520		
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	81		
	550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	222		
	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	10		
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	73		
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	81		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	304		
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	946		
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	1379		
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	2012		
	550A0470	STORM SEWERS, CLASS A, TYPE 2 42"	FOOT	328		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
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I-67 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.6  
MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	550A0480	STORM SEWERS, CLASS A, TYPE 2 48"	FOOT	1337		
	550A0500	STORM SEWERS, CLASS A, TYPE 2 60"	FOOT	28		
	550A0710	STORM SEWERS, CLASS A, TYPE 3 24"	FOOT	30		
	550A0780	STORM SEWERS, CLASS A, TYPE 3 48"	FOOT	85		
	550A0800	STORM SEWERS, CLASS A, TYPE 3 60"	FOOT	22		
	55100500	STORM SEWER REMOVAL 12"	FOOT	254		
	55100700	STORM SEWER REMOVAL 15"	FOOT	83		
	55101200	STORM SEWER REMOVAL 24"	FOOT	11		
	55101800	STORM SEWER REMOVAL 48"	FOOT	12		
	55200900	STORM SEWERS JACKED IN PLACE, 24"	FOOT	181		
	55201300	STORM SEWERS JACKED IN PLACE, 36"	FOOT	370		
	55201600	STORM SEWERS JACKED IN PLACE, 48"	FOOT	475		
	55201800	STORM SEWERS JACKED IN PLACE, 60"	FOOT	76		
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	30		
	60108206	PIPE UNDERDRAINS TYPE 2, 6"	FOOT	12149		
	60200103	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
	60200803	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 GRATE	EACH	1		
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7		
	60223600	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	12		
	60224456	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7		
	60250200	CATCH BASINS TO BE ADJUSTED	EACH	2		
	60255410	CATCH BASINS TO BE CLEANED	EACH	1		
	60255500	MANHOLES TO BE ADJUSTED	EACH	8		
	60260100	INLETS TO BE ADJUSTED	EACH	1		
	60270050	DRAINAGE STRUCTURES, TYPE 4 WITH TWO TYPE 20 FRAME AND GRATES	EACH	30		
	60270055	DRAINAGE STRUCTURES, TYPE 5 WITH TWO TYPE 22 FRAME AND GRATES	EACH	3		

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I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	60500050	REMOVING CATCH BASINS	EACH	10		
	60500060	REMOVING INLETS	EACH	5		
	60500205	FILLING CATCH BASINS	EACH	3		
	60618320	CONCRETE MEDIAN SURFACE, 6 INCH	SQ FT	306		
	63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 8 FOOT POSTS	FOOT	375		
	63100045	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	2		
	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	1		
	63200310	GUARDRAIL REMOVAL	FOOT	6470.5		
	63301210	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	50		
	63700380	CONCRETE BARRIER, VARIABLE CROSS-SECTION 44" HEIGHT	FOOT	6247		
	64300770	IMPACT ATTENUATORS (SEVERE USE, NARROW), TEST LEVEL 3	EACH	4		
	66400305	CHAIN LINK FENCE, 6"	FOOT	1396		
	66600200	NON-SPECIAL WASTE DISPOSAL	CU YD	935		
	66900530	SOIL DISPOSAL ANALYSIS	EACH	4		
	66901001	REGULATED SUBSTANCES PRE- CONSTRUCTION PLAN	L SUM	1		
	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	DAYS	103		
	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1		
	70300240	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	16313		
	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	FOOT	32953		
	70300530	PAVEMENT MARKING TAPE, TYPE III 5"	FOOT	8840		
	70300550	PAVEMENT MARKING TAPE, TYPE III 5"	FOOT	3080		
	70300560	PAVEMENT MARKING TAPE, TYPE III 12"	FOOT	2131		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	11530		
BOE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	914		
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	FOOT	4676		
	70400100	TEMPORARY CONCRETE BARRIER	FOOT	15625		
	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2137.5		
	70400600	RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1337.5		

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S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY-REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	3		
	70600270	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3	EACH	1		
	70600332	IMPACT ATTENUATORS, RELOCATE (FULLY-REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	2		
	72000300	SIGN PANEL - TYPE 3	SQ FT	526		
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	33		
	72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	16		
	72500100	TELESCOPING STEEL SIGN SUPPORT	FOOT	12		
	73000100	WOOD SIGN SUPPORT	FOOT	18		
	73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	95		
	73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	39.5		
	73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1		
	73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	4		
	75000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	19308		
	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	4576		
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1231		
	78004220	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 5"	FOOT	5799		
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	11141		
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	3106		
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	1600		
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	3285		
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	318		
	78100300	REPLACEMENT REFLECTOR	EACH	660		
	78200010	BARRIER WALL REFLECTORS, TYPE B	EACH	1698		
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	36		
	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	318		
01	81025600	CONDUIT ENCASED, REINFORCED CONCRETE, 4" DIA., PVC 2 WIDE X 1 HIGH	FOOT	5649		
01	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	578		
01	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	95		



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MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
D1	81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	569		
*	81028720	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA.	FOOT	103		
D1	81028730	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.	FOOT	99		
D1	81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	2785		
D1	81101000	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., GALVANIZED STEEL	FOOT	1735		
D1	81101005	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC COATED GALVANIZED STEEL	FOOT	495		
	81200270	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA., PVC	FOOT	8353		
	81300550	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 12" X 6"	EACH	2		
	81300810	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 12" X 6"	EACH	3		
	81304800	JUNCTION BOX EMBEDDED IN STRUCTURE 18" X 18" X 10"	EACH	15		
	81400200	HEAVY-DUTY HANDHOLE	EACH	13		
D1	81603081	UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	4305		
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	3455		
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	11745		
D1	81800300	AERIAL CABLE, 3-1C NO. 2 WITH MESSENGER WIRE	FOOT	4610		
D1	81800400	AERIAL CABLE, 4-1C NO. 2 WITH MESSENGER WIRE	FOOT	450		
	87200400	SPAN WIRE	FOOT	13635		
*	87300925	ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	FOOT	182		
	87900200	DRILL EXISTING HANDHOLE	EACH	4		
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	38155		
*	89502380	REMOVE EXISTING HANDHOLE	EACH	17		
*	X0321750	REMOVE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1268		
*	X0322247	MAINTENANCE OF EXISTING TRAFFIC SURVEILLANCE	L SUM	1		
*	X0322816	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	EACH	5		
TSC	X0323914	FIBER OPTIC CABLE SPLICE - LATERAL	EACH	8		
TSC	X0323957	FIBER OPTIC CABLE SPLICE - MAINLINE	EACH	2		
*	X0325349	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	638		
*	X0326133	TEMPORARY WOOD POLE, 45 FEET, CLASS 5	EACH	35		

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MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	X0326364	TEMPORARY AERIAL CABLE WITH MESSENGER WIRE	FOOT	6819		
*	X0326382	CONCRETE BARRIER BASE (SPECIAL)	FOOT	6247		
*	X0326838	REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT	EACH	3		
*	X0326867	REINFORCED CONCRETE DUCT BANK REMOVAL	FOOT	8064		
*	X0326964	JUNCTION BOX, POLE OR POST MOUNTED	EACH	6		
*	X0327004	TEMPORARY WOOD POLE, 80', CLASS 4	EACH	7		
TSC	X0327046	TEMPORARY CABLE INSTALLATION AND REMOVAL	L SUM	1		
*	X0327131	DRAINAGE STRUCTURES, NO. 1	EACH	5		
*	X0327132	DRAINAGE STRUCTURES, NO. 2	EACH	5		
BOE	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	28527		
*	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	200		
D1	X4080002	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, 12.5, N80	TON	981		
D1	X4080009	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 12.5, N80	TON	2711		
*	X4400194	CONCRETE BARRIER REMOVAL (SPECIAL)	FOOT	2003		
*	X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	14650		
*	X5030225	CONCRETE STRUCTURES (SPECIAL)	CU YD	4204.1		
*	X6020294	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE	EACH	8		
*	X6050040	REMOVING MANHOLES, SPECIAL	EACH	1		
*	X6640300	CHAIN LINK FENCE REMOVAL	FOOT	1329		
D1	X7011015	TRAFFIC CONTROL AND PROTECTION, (EXPRESSWAYS)	L SUM	1		
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	184		
*	X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	660		
*	X8130125	REMOVE EXISTING JUNCTION BOX	EACH	5		
*	X8140220	DOUBLE HANDHOLE (SPECIAL)	EACH	6		
TSC	X8710027	FIBER OPTIC CABLE 4 FIBERS, SINGLE MODE	FOOT	844		
TSC	X8710035	FIBER OPTIC CABLE 96 FIBERS, SINGLE MODE	FOOT	14780		
TSC	X8730246	ELECTRIC CABLE IN CONDUIT, NO. 19 25 PAIR	FOOT	8104		
TSC	X8730249	ELECTRIC CABLE IN CONDUIT, NO. 19 6/C	FOOT	147		

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MP 350.0 TO MP 361.5  
MP 8.0 TO MP 349.8

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
TSC	X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4/C, TWISTED, SHIELDED	FOOT	467				
*	X8730571	ELECTRIC CABLE IN CONDUIT, COAXIAL	FOOT	648				
TSC	X8850102	INDUCTION LOOP	FOOT	241				
*	Z0010800	CLEANING DRAINAGE SYSTEM	FOOT	137				
*	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	2				
D1	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	200				
D1	Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	5				
BDE	Z0034105	MATERIAL TRANSFER DEVICE	TON	3692				
D1	Z0062456	TEMPORARY PAVEMENT	SQ YD	59				
*	Z0073348	SLEEPER SLAB	SQ YD	88				
*	J211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2634				
*	J1282010	SUBGRADE FILTER FABRIC	SQ YD	12547				
*	J1312022	STABILIZED SUBBASE - WMA, 3"	SQ YD	8386				
*	J1406107	ASPHALT TACK COAT	POUND	2200				
*	J1420010	PORTLAND CEMENT CONCRETE PAVEMENT 12" (JOINTED)	SQ YD	8994				
*	J1481040	AGGREGATE SHOULDERS, TYPE B	TON	400				
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	116.4				
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	5553				
*	J1482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	1375				
*	J1601300	PIPE UNDERDRAINS 8" (SPECIAL)	FOOT	691				
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH, 6"	FOOT	2896				
*	J1601325	PIPE UNDERDRAINS, FABRIC LINED TRENCH, 8"	FOOT	90				
*	J1602117	CATCH BASINS, TYPE G-2, TYPE G-2 MODIFIED FRAME AND GRATE	EACH	1				
*	J1602184	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	2				
*	J1602231	INLETS, TYPE A, TYPE 20A FRAME AND GRATE	EACH	1				
*	J1602237	INLETS, TYPE B, TYPE 20A FRAME AND GRATE	EACH	2				
*	J1602333	MANHOLES, TYPE A, 6'-DIAMETER, TYPE G-2 MODIFIED FRAME AND GRATE	EACH	1				
*	J1602740	DRAINAGE STRUCTURES, TYPE 4 WITH TWO TYPE 20A FRAMES AND GRATES	EACH	10				



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 361.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
**	JS250220	SEEDING, CLASS 2E	ACRE	1.25				
**	JS250318	SEEDING, CLASS 4F	ACRE	1.5				
**	JS250320	SEEDING, CLASS 5	ACRE	1.5				
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	8				
**	JS280050	SILT FENCE	FOOT	9953				
**	JS280051	RE-ERECT SILT FENCE	FOOT	1931				
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	3333				
**	JS280100	SUPER SILT FENCE	FOOT	40				
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	7.5				
**	JS280151	SAME-DAY STABILIZATION	SQ YD	881				
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	126				
**	JS280305	TEMPORARY DITCH CHECK	FOOT	50				
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	8				
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1				
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1				
**	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	1030				
**	JS810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	FOOT	325				
**	JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	265				
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	525				
**	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	5				
**	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	1				
**	JS816072	UNIT DUCT, WITH 2-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA, CNC	FOOT	195				
**	JS816078	UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA, CNC	FOOT	1350				
*	JS817010	ELECTRIC CABLE IN CONDUIT 2/C NO. 6 AND NO. 8 GROUND	FOOT	147				
*	JS817014	ELECTRIC CABLE IN CONDUIT NO. 14 3/C	FOOT	849				
**	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	1290				
**	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	2580				
**	JS817215	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	10820				

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
**	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	13		
**	JS821110	UNDERPASS LUMINAIRE, LED	EACH	5		
**	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	9		
**	JS930030	TEMPORARY WOOD POLE, 60', CLASS 4	EACH	2		
**	JS830013	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	4		
**	JS830030	TEMPORARY WOOD POLE, 60 FT., CLASS 4	EACH	2		
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	9		
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT132727	CAMERA CONTROL CABLE	FOOT	849		
TSC	JT160192	FIBER OPTIC INNERDUCT 1" DIA.	FOOT	2104		
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	6583		
*	JT546000	TELEVISION INSPECTION OF SEWER	FOOT	4855		
*	JT637023	CONCRETE MEDIAN BARRIER TRANSITION, TYPE V-F	FOOT	89		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	320		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	400		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	84		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	21		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	17		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	45		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	210		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	84		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	21		
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	17		
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	33		
*	JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	1		
*	JT760320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	816		
*	JT760325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	352		
*	JT760JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	816		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 361.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	JT900580	CHEMICALLY STABILIZED SUBGRADE, 9"	SQ YD	12547		
TOTAL AMOUNT OF CORE WORK						
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$ 377,000.00	\$ 377,000.00
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	20,000	\$ 1.00	\$ 20,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	20,000	\$ 1.00	\$ 20,000.00
*	JT154004	SAWCUTTING AND REMOVAL OF EDGE DETERIORATION REPAIR	UNIT	20,000	\$ 1.00	\$ 20,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20,000	\$ 1.00	\$ 20,000.00
*	JT154008	TEMPORARY IMPACT ATTENUATOR REPLACEMENT/REPAIR	UNIT	20,000	\$ 1.00	\$ 20,000.00
*	JT154007	TEMPORARY CONCRETE BARRIER WALL, REPLACEMENT/REALIGNMENT	UNIT	20,000	\$ 1.00	\$ 20,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	30,000	\$ 1.00	\$ 30,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	40,000	\$ 1.00	\$ 40,000.00
*	JT155100	COMMUNITY HIRING INCENTIVE	HOURS	100,000	\$ 1.00	\$ 100,000.00
*	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 S.P. 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	
*	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 STD. SUPPL. SPEC. 670.01 (b)	DAY		\$ (500.00)	
*	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		\$ (2,500.00)	
*	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		\$ (2,500.00)	
*	999NEG39	FAILURE TO RESPOND TO REPAIR IMPACT ATTENUATORS PER TOLLWAY SUPPL. SPEC. 701.01 (b)(3)	OCCUR		\$ (2,500.00)	
*	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		\$ (100.00)	
*	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		\$ (2,500.00)	
*	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL. DAY		\$ (6,000.00)	
*	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL. DAY		\$ (6,000.00)	
*	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL. DAY		\$ (6,000.00)	
*	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		\$ (10,000.00)	



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 SCHEDULE OF PRICES  
 CONTRACT NO. I-18-4433  
 I-57 MEDIAN CONSTRUCTION AND RAMP L  
 MP 350.0 TO MP 351.6  
 MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		\$ (1,000.00)	
*	999NEG56	LIQUIDATED DAMAGES FOR IDOT TSC COMMUNICATIONS INTERUPTION PER SPECIAL PROVISION FOR "TEMPORARY AERIAL CABLE WITH MESSENGER WIRE (FIBER OPTIC NO. 82.5/125 98F)"	HOUR		\$ (5,000.00)	
*	999NEG90	ONE LANE OR RAMP BLOCKED IMPROPERLY ON I-57 PER THE SPECIAL PROVISION FOR "FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC - I-57"	OCCUR		\$ (3,000.00)	
	999NEG91	TWO LANES BLOCKED IMPROPERLY ON I-57 PER THE SPECIAL PROVISION FOR "FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC - I-57"	OCCUR		\$ (5,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						\$ 667,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM + TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

Note 1: The deduction will be according to Article 280.02 (b) (1) Table A.

The Contractor shall complete all work under this Agreement for the performance of Contract No. I-18-4433 as specified in S.P. 103.

Special Provison Legend:

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATION
- \*\*\* INDICATES IDOT RECURRING/SUPPLEMENTAL SPECIAL PROVISIONS
- BDE INDICATES IDOT BDE SPECIAL PROVISIONS
- D1 INDICATES IDOT DISTRICT 1 SPECIAL PROVISIONS
- GBSP INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISIONS
- TSC INDICATES IDOT TRAFFIC SYSTEMS CENTER SPECIAL PROVISIONS

**ADDENDUM NO. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-18-4433  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: December 03, 2018**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30 A.M. local time, December 11, 2018.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The following revised Special Provision pages are included with this Addendum: J-13R
2. The following new Special Provision pages are included with this Addendum: J-13A.
3. The following revised Special Provision pages will be issued to the successful bidder: TOC-1R.

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change # 1- To Be Issued to Successful Bidder.**

**Contract Requirements, Volume II, Replace Page TOC-1 with TOC-1R**

**This replacement contains the following revisions:**

**3.1 TOC-1R. Added page number for Special Provision "S.P. 106.1 Coordination With Illinois Department Of Transportation" (J-13R)**

**Change # 2**

**Contract Requirements, Volume II, Replace Page J-13 with Page J-13R. Insert Page J-13A.**

**This replacement contains the following revisions:**

**5.1 Revision of the Special Provision for "Coordination With Illinois Department Of Transportation" to include a permit and bond for access to IDOT Right of Way. The additional language required an extra page to be added.**

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**END OF ADDENDUM CHANGES**

**8. Water Line – Sanitary/Combined Sewer – Village of Dixmoor**

**Address:** 170 W. 145<sup>th</sup> Street; Dixmoor, IL 60426

**Contact:** Mr. Paris Steele

**Title:** Public Works Superintendant

**Telephone:** 708-389-9717

**Potential Conflict/Relocation Needs:** None Anticipated

**9. Water Line – Sanitary/Combined Sewer – Village of Harvey**

**Address:** 15320 Broadway Ave; Harvey, IL 60426

**Contact:** Mr. Rufus Fisher

**Title:** Director of Public Works

**Telephone:** 708-210-5340

**Potential Conflict/Relocation Needs:** None Anticipated

**10. Comcast Cable Communications**

**Address:** 688 Industrial Drive; Elmhurst, IL 60126

**Contact:**

Robert Schuller, Jr; Dir. of Construction; (630) 600-6347; [Bob\\_Schuller@cable.comcast.com](mailto:Bob_Schuller@cable.comcast.com)

**Potential Conflict/Relocation Needs:** None expected

**11. Teleport (AT&T LNS)**

**Address:** 4513 Western Ave Room 227, Lisle, IL 60532

**Contact:** Bobby Akhter, Relocation Manager; [ba3817@att.com](mailto:ba3817@att.com)

**S.P. 106.1 COORDINATION WITH ILLINOIS DEPARTMENT OF TRANSPORTATION**

Coordination with the Illinois Department of Transportation (IDOT) shall be as follows:

For construction on or adjacent to any State Highways, the Contractor will be required to contact IDOT to secure necessary permits and obtain written authorization for any work or lane closures on the aforementioned roadway.

The Contractor is required to execute permit forms and provide a bond to IDOT to allow for securing a Highway Permit for access to the IDOT right-of-way for the purpose of performing the contract work. The bond shall be furnished in the amount of \$1,610,000.00. A highway permit is required to be secured from IDOT for access to IDOT right of way for purposes of completing the work. The Contractor will not be allowed access to IDOT right-of-way prior to receiving the Highway Permit from IDOT. The Contractor shall include the date of anticipated IDOT Permit approval on the Baseline Progress Schedule and on the Revised Baseline Progress Schedule, submitted as required by Article 106.02 of the Tollway Supplemental Specifications. The IDOT Highway Permit is anticipated to be secured no earlier than March 1, 2019. The Contractor will not be allowed access to IDOT right-of-way prior to March 1, 2019 and will not be due additional compensation now will an extension of time be granted should access to IDOT right-of-way not be allowed prior to March 1, 2019

The Contractor will not be allowed lane closures or to perform any work on I-57 (travel lanes or shoulders) prior to April 1, 2019 and will not be due additional compensation nor will an extension of time be granted should access to I-57 not be allowed prior to April 1, 2019.

The Contractor shall give IDOT 14 calendar days' notice prior to commencement of any work on or affecting a State highway, so as to provide the opportunity to alert the motoring public of possible delays

Where State highways will be affected by the construction of the Toll Highway, the Contractor shall have responsibility for the installation, maintenance, relocation and removal of temporary and permanent traffic control devices along the State highway in accordance with IDOT Standards and Specifications.

The Contractor shall be required to meet regularly with IDOT and Tollway representatives to keep them abreast of traffic phase changes and shall provide a minimum 24-hour notice of said changes. The Contractor shall be required to comply with all IDOT traffic control requirements, including the specifications for lane closures contained in the final plans and specifications.

**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-18-4433  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: November 28, 2018**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30 A.M. local time, **December 11, 2018.**

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. Revised form A-1: Bid Schedule and information for Contract No: I-18-4433
2. Revised Page P-1: Bid Schedule for Contract No: I-18-4433
3. Revised Schedule of Prices: Pages, P-5 through P-7, P-8R, P-9, P-10R, P-11R, P-12, P-13R through P-17R accompany this Addendum and must be inserted into the Contract Proposal by the Bidder.
4. The following revised Special Provision pages are included with this Addendum: J-48R, J-57R, J-58R and J-156R.
5. The following new Special Provision pages are included with this Addendum: J-58A through J-58L.
6. The following revised Special Provision pages will be issued to the successful bidder: TOC-2R, TOC-4R.
7. The following revised Contract Drawings are included with this Addendum.  
Volume I – Drawings 3, 71,72,73, 80, 209, 210, 211, 213, 214.
8. The following new Contract Drawings are included with this Addendum.  
Volume I – Drawings 209A, 209B, 213A.
9. The following revised Contract Drawings will be issued to the successful bidder.  
Volume I – Drawings 9,10,11,13,14,15, 18  
Volume II – Various Cross sections
10. The minutes, Community Hiring Initiative Overview and sign-in sheet for the Optional Pre-Bid Meeting held on November 16, 2018 accompany this addendum.
11. Responses to Plan Holders are included.
12. Information requested by Plan holders is posted to the Online Plan Room. Reference documents for bidder's information only, include: Soils Reports, Geotechnical Report, Regulated Substances Site locations, and Main Drain Plans from 1966

**CHANGES TO THE SCHEDULE OF PRICES**

**SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES**

SP. PROV *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
	66400305	CHAIN LINK FENCE, 6'	FOOT	2840	-1442	1398
*	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	5000	-465	935
*	66900400	SPECIAL WASTE GROUNDWATER DISPOSAL	GAL	5000	-5000	0
*	66900450	SPECIAL WASTE PLANS AND REPORTS	L SUM	1	-1	0
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	10	-6	4
*	66901000	BACKFILL PLUGS	CU YD	100	-100	0
*	66901001	REGULATED SUBSTANCES PRE- CONSTRUCTION PLAN	L SUM	0	+1	1
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	DAYS	0	+103	103
*	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	0	+1	1
D1	81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	2905	-120	2785
D1	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	0	+450	450
	84100110	REMOVAL OF TEMPORARY LIGHTING UNIT	EACH	7	-7	0
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	39155	-100	38155
*	X6640300	CHAIN LINK FENCE REMOVAL	FOOT	2102	-773	1329
*	J1810276	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL	FOOT	10	+10	20
**	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	170	+860	1030
**	JS810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	FOOT	225	+100	325
**	JS813055	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 12" X 6"	EACH	1	-1	0
**	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	0	+1	1
**	JS816076	UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	1805	-455	1350
**	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	745	+2135	2880
**	JS817215	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	2650	+8170	10820
**	JS830030	TEMPORARY WOOD POLE, 60 FT., CLASS 4	EACH	0	+2	2
*	JT155100	COMMUNITY HIRING INCENTIVE	HOURS	80,000	+20,000	100,000

\* , \*\* , D1 - Denotes Special Provision



## **CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

### **Change # 1**

Contract Information, Replace Page A-1 with A-1R; Replace Page P-1 with P-1R

This replacement contains the following revisions:

- 1.1 A-1R. Revised bid opening date to December 11, 2018
- 1.2 P-1R. Revised bid opening date to December 11, 2018

### **Change # 2**

Contract Requirements, Volume I, Replace Page P-5 through P-17 with page P-5 through P-7, P-8R, P-9, P-10R, P-11R, P-12, P-13R through P-17R.

This replacement includes the quantity and pay item changes listed above.:

### **Change # 3 - To Be Issued to Successful Bidder.**

Contract Requirements, Volume II, Replace Page TOC-2 with TOC-2R, Replace Page TOC-4 with TOC-4R

This replacement contains the following revisions:

- 3.1 TOC-2R. Revised page numbers for Special Provisions "Community Hiring Incentive" (J-48R) "Removal and Disposal of Regulated Substances" (J-57R)
- 3.2 TOC-4R. Revised page number for Special Provision "Impact Attenuators, To Remain In Place" (J-156R)

### **Change # 4**

Contract Requirements, Volume II, Replace Page J-48 with Page J-48R

This replacement contains the following revisions:

- 4.1 Change in the maximum allowance for Special Provision "Community Hiring Incentive"

### **Change # 5**

Contract Requirements, Volume II, Replace Page J-57 and J58 with Page J-57R and J-58R. Insert Pages J-58A through J-58L

This replacement contains the following revisions:

- 5.1 Complete replacement of the Special Provision for "Removal and Disposal of Regulated Substances".

### **Change # 6**

Contract Requirements, Volume II, Replace Page J-156 with Page J-156R

This replacement contains the following revisions:

- 6.1 Replacement of the Special Provision for "Impact Attenuators, To Remain In Place"

## **CHANGES TO THE CONTRACT DRAWINGS**

### **Change # 7**

Contract Plans, Drawing 3.  
Index of Standards

This drawing contains the following revisions:

7.1 Added Standard 664001-2

### **Change # 8- To Be Issued to Successful Bidder.**

Contract Plans, Drawings 9, 10, 11, 13, 14 and 15.  
Summary of Quantities

These drawings contain the following revisions:

- 8.1 CHAIN LINK FENCE, 6' changed quantity to 1398.
- 8.2 NON-SPECIAL WASTE DISPOSAL changed quantity to 935.
- 8.3. SPECIAL WASTE GROUNDWATER DISPOSAL deleted from contract.
- 8.4 SPECIAL WASTE PLANS AND REPORTS deleted from contract.
- 8.5 SOIL DISPOSAL ANALYSIS changed quantity to 4.
- 8.6 BACKFILL PLUGS deleted from contract.
- 8.7 REGULATED SUBSTANCES PRE- CONSTRUCTION PLAN pay item added with quantity of 1 LSUM .
- 8.8 ON-SITE MONITORING OF REGULATED SUBSTANCES pay item added with quantity of 103 DAYS.
- 8.9 REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT pay item added with quantity of 1 LSUM.
- 8.10 UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA. changed quantity to 2785.
- 8.11 AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE pay item added with quantity of 450 FOOT.
- 8.12 REMOVAL OF TEMPORARY LIGHTING UNIT deleted from contract.
- 8.13 REMOVE ELECTRIC CABLE FROM CONDUIT changed quantity to 38155.
- 8.14 CHAIN LINK FENCE REMOVAL changed quantity to 1329.
- 8.15 CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL changed quantity to 20.
- 8.16 UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA. changed quantity to 1030.
- 8.17 UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA. changed quantity to 325.
- 8.18 JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 12" X 6" deleted from contract.
- 8.19 JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8" pay item added with quantity of 1 EACH.
- 8.20 UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC changed quantity to 1350.
- 8.21 ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4 changed quantity to 2880.
- 8.22 ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2 changed quantity to 10820.
- 8.23 TEMPORARY WOOD POLE, 60 FT., CLASS 4 pay item added with quantity of 2 EACH.
- 8.24 COMMUNITY HIRING INCENTIVE changed quantity to 100,000.

### **Change # 9 - To Be Issued to Successful Bidder.**

Contract Plans, Drawing 18  
Schedule of Quantities

This drawing contains the following revision:

- 9.1 PAVEMENT RECONSTRUCTION schedule: Item names and numbers corrected – no quantity change
- 9.1 BARRIER WALL schedule: Item name and number corrected – no quantity change
- 9.1 EARTH EXCAVATION schedule: note depiction revised for legibility
- 9.4 Revised nominal quantity of fence to 200 LF

**Change # 10**

Contract Plans, Drawings 71,72,73, 80  
Removal Plans  
Proposed Plans

These drawings contain the following revisions:

- 10.1 Deleted fence removals
- 10.2 Depiction of proposed fence

**Change # 11**

Contract Plans, Drawing 209  
Proposed Tollway Lighting

This drawing contains the following revisions:

- 11.1 Legend
- 11.2 Schedule
- 11.3 Notes

**Change # 12**

Contract Plans, Drawing 209A  
Contract Plans, Drawing 209B  
Temporary Lighting

Added drawing contains the following revisions:

- 12.1 Temporary connection for Ramp B lighting.

**Change # 13**

Contract Plans, Drawing 210  
Proposed Lighting

This drawing contains the following revisions:

- 13.1 Permanent connection for Ramp B lighting.

**Change # 14**

Contract Plans, Drawing 211  
Proposed Lighting

This drawing contains the following revisions:

- 14.1 Permanent connection for Ramp B lighting.
- 14.2 Junction box and conduit routing in vicinity of future toll plaza.

**Change # 15**

Contract Plans, Drawing 213  
Contract Plans, Drawing 213A

Proposed Lighting

The existing and new drawings contain the following revisions:

15.1 Revised panel schedules.

**Change # 16**

Contract Plans, Drawing 214  
Proposed IDOT Lighting

The drawing contains the following revisions:

16.1 Revised schedule of quantities.

**Change # 17- To Be Issued to Successful Bidder.**

Contract Plans, Var. drawings.  
Proposed Cross sections

The drawings will contain the following revisions:

17.1 Embankment around the proposed manholes, drop structures and other drainage elements that provide connections to the existing 120" dia. sewer and will extend above the existing ground line on the west side of I-57. The volume of embankment is as depicted on the earthwork schedule.

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**END OF ADDENDUM CHANGES**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-18-4433

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, December 11, 2018, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for November 16, 2018 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 2:30PM.

The work to be done under this Contract shall be started on or about February 15, 2019. All work under this Contract shall be completed by November 15, 2019.

The work under this Contract shall consist of: widening and reconstructing the I-57 median, construction of portions of Ramp L, associated drainage, signage and pavement markings and delineation, traffic barriers, maintenance of traffic, erosion and sediment control, installing surveillance systems and restoration of landscaping.

The work under this Contract is to be performed on: the median of the I-57 highway (Milepost 350.0 to Milepost 351.5) and Ramp L (Tollway) Mile Post 8.0 to Mile Post 349.5 in Cook County, Illinois.

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

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

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

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal 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](http://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 AJ Pebler at [apebler@getipass.com](mailto:apebler@getipass.com), to be received no later than 2:00 p.m. local time on November 21, 2018.

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: November 28, 2018

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. I-18-4433**

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, December 11, 2018 and immediately thereafter publicly opened and read aloud.

**TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:**

The undersigned hereby proposes to perform: widening and reconstructing the I-57 median, construction of portions of Ramp L, associated drainage, signage and pavement markings and delineation, traffic barriers, maintenance of traffic, erosion and sediment control, installing surveillance systems and restoration of landscaping.

The services will be performed within the: median of the I-57 highway (Milepost 350.0 to Milepost 351.5) and Ramp L (Tollway) Mile Post 8.0 to Mile Post 349.5 in Cook County, Illinois.

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

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

Addendum No. 1 \_\_\_\_\_ Date November 28, 2018  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 360.0 TO MP 361.6**  
**MP 8.0 TO MP 349.6**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1602		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	2475		
*	20100500	TREE REMOVAL, ACRES	ACRES	1.5		
*	20200100	EARTH EXCAVATION	CU YD	12800		
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	235		
	20400800	FURNISHED EXCAVATION	CU YD	18540		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	48		
*	20800150	TRENCH BACKFILL	CU YD	10897		
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	40890		
	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4869		
	25000210	SEEDING, CLASS 2A	ACRE	4.75		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	511		
	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	428		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	676		
	25100115	MULCH, METHOD 2	ACRE	7		
	25100630	EROSION CONTROL BLANKET	SQ YD	33758		
	25200200	SUPPLEMENTAL WATERING	UNIT	1090		
	28100105	STONE RIPRAP, CLASS A3	SQ YD	32		
	28200200	FILTER FABRIC	SQ YD	32		
D1	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	9630		
D1	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	6637		
	31102100	SUBBASE GRANULAR MATERIAL, TYPE C 4"	SQ YD	406		
D1	31200502	STABILIZED SUBBASE - HOT-MIX ASPHALT, 4 1/2"	SQ YD	7513		
	40600295	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	POUND	74070		
	40600982	HOT MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	208		
D1	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1182		
	42001300	PROTECTIVE COAT	SQ YD	28754		
	42100200	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 9"	SQ YD	5653		



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-67 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 350.0 TO MP 351.6**  
**MP 8.0 TO MP 349.6**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	42100380	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 13"	SQ YD	1543		
	42100615	PAVEMENT REINFORCEMENT	SQ YD	7197		
	42101112	LUG SYSTEM COMPLETE 12"	EACH	8		
	44000400	GUTTER REMOVAL	FOOT	225		
	44000600	COMBINATION CURB AND GUTTER REMOVAL	FOOT	451		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	20204		
	44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	8917		
	48101500	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	177		
D1	48203048	HOT-MIX ASPHALT SHOULDERS, 13"	SQ YD	17195		
	50102400	CONCRETE REMOVAL	CU YD	1		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1		
	50200100	STRUCTURE EXCAVATION	CU YD	10575		
	50800105	REINFORCEMENT BARS	POUND	695620		
	51201800	FURNISHING STEEL PILES HP14x73	FOOT	22996		
	51202305	DRIVING PILES	FOOT	22996		
	51203600	TEST PILE STEEL HP14x73	EACH	12		
	51204650	PILE SHOES	EACH	640		
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	9520		
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	81		
	550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	222		
	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	10		
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	73		
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	91		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	304		
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	946		
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	1379		
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	2012		
	550A0470	STORM SEWERS, CLASS A, TYPE 2 42"	FOOT	326		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 360.0 TO MP 361.6  
MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	550A0480	STORM SEWERS, CLASS A, TYPE 2 48"	FOOT	1337		
	550A0500	STORM SEWERS, CLASS A, TYPE 2 60"	FOOT	28		
	550A0710	STORM SEWERS, CLASS A, TYPE 3 24"	FOOT	30		
	550A0780	STORM SEWERS, CLASS A, TYPE 3 48"	FOOT	85		
	550A0800	STORM SEWERS, CLASS A, TYPE 3 60"	FOOT	22		
	55100500	STORM SEWER REMOVAL 12"	FOOT	254		
	55100700	STORM SEWER REMOVAL 15"	FOOT	63		
	55101200	STORM SEWER REMOVAL 24"	FOOT	11		
	55101900	STORM SEWER REMOVAL 48"	FOOT	12		
	55200900	STORM SEWERS JACKED IN PLACE, 24"	FOOT	181		
	55201300	STORM SEWERS JACKED IN PLACE, 36"	FOOT	370		
	55201600	STORM SEWERS JACKED IN PLACE, 48"	FOOT	475		
	55201800	STORM SEWERS JACKED IN PLACE, 60"	FOOT	76		
	58300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	30		
	60108208	PIPE UNDERDRAINS TYPE 2, 6"	FOOT	12149		
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1		
	60200806	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	1		
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7		
	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	12		
	60224458	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7		
	60250200	CATCH BASINS TO BE ADJUSTED	EACH	2		
	60255410	CATCH BASINS TO BE CLEANED	EACH	1		
	60255500	MANHOLES TO BE ADJUSTED	EACH	6		
	60260100	INLETS TO BE ADJUSTED	EACH	1		
	60270050	DRAINAGE STRUCTURES, TYPE 4 WITH TWO TYPE 20 FRAME AND GRATES	EACH	30		
	60270055	DRAINAGE STRUCTURES, TYPE 5 WITH TWO TYPE 22 FRAME AND GRATES	EACH	3		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 360.0 TO MP 381.6**  
**MP 8.0 TO MP 349.6**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	60500050	REMOVING CATCH BASINS	EACH	10		
	60500060	REMOVING INLETS	EACH	5		
	60500205	FILLING CATCH BASINS	EACH	3		
	60618320	CONCRETE MEDIAN SURFACE, 8 INCH	SQ FT	306		
	63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	375		
	63100046	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	2		
	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	1		
	63200310	GUARDRAIL REMOVAL	FOOT	6470.5		
	63301210	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	50		
	63700380	CONCRETE BARRIER, VARIABLE CROSS-SECTION 44" HEIGHT	FOOT	6247		
	64300770	IMPACT ATTENUATORS (SEVERE USE, NARROW), TEST LEVEL 3	EACH	4		
	66400305	CHAIN LINK FENCE, 6'	FOOT	1398		
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	935		
	66900530	SOIL DISPOSAL ANALYSIS	EACH	4		
	66901001	REGULATED SUBSTANCES PRE- CONSTRUCTION PLAN	L SUM	1		
	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	DAYS	103		
	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1		
	70300240	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	16313		
	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	FOOT	32953		
	70300530	PAVEMENT MARKING TAPE, TYPE III 5"	FOOT	8840		
	70300550	PAVEMENT MARKING TAPE, TYPE III 6"	FOOT	3080		
	70300560	PAVEMENT MARKING TAPE, TYPE III 12"	FOOT	2131		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	11530		
BDE	70300906	PAVEMENT MARKING TAPE, TYPE IV 6"	FOOT	914		
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	FOOT	4676		
	70400100	TEMPORARY CONCRETE BARRIER	FOOT	15625		
	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2137.5		
	70400600	RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1337.5		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 350.0 TO MP 381.6**  
**MP 8.0 TO MP 349.6**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY-REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	3		
	70600270	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3	EACH	1		
	70600332	IMPACT ATTENUATORS, RELOCATE (FULLY-REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	2		
	72000300	SIGN PANEL - TYPE 3	SQ FT	528		
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	33		
	72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	18		
	72900100	TELESCOPING STEEL SIGN SUPPORT	FOOT	12		
	73000100	WOOD SIGN SUPPORT	FOOT	18		
	73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	96		
	73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	39.6		
	73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1		
	73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	4		
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	19308		
	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	4576		
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1231		
	78004220	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 5"	FOOT	5799		
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	11141		
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	3106		
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	1600		
	78008250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	3285		
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	318		
	78100300	REPLACEMENT REFLECTOR	EACH	660		
	78200010	BARRIER WALL REFLECTORS, TYPE B	EACH	1698		
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	36		
	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	318		
D1	81025600	CONDUIT ENCASED, REINFORCED CONCRETE, 4" DIA., PVC 2 WIDE X 1 HIGH	FOOT	5649		
D1	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	576		
D1	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	95		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 SCHEDULE OF PRICES  
 CONTRACT NO. I-18-4433  
 I-57 MEDIAN CONSTRUCTION AND RAMP L  
 MP 350.0 TO MP 351.5  
 MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
D1	81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	569				
*	81028720	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA.	FOOT	103				
D1	81028730	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.	FOOT	99				
D1	81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	2785				
D1	81101000	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., GALVANIZED STEEL	FOOT	1735				
D1	81101005	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC COATED GALVANIZED STEEL	FOOT	495				
	81200270	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA., PVC	FOOT	6353				
	81300650	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 12" X 8"	EACH	2				
	81300810	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 12" X 8"	EACH	3				
	81304800	JUNCTION BOX EMBEDDED IN STRUCTURE 18" X 18" X 10"	EACH	15				
	81400200	HEAVY-DUTY HANDHOLE	EACH	13				
D1	81603081	UNIT DUCT, 600V, 3-1C NO. 2, 1/C NO. 4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	4305				
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	3455				
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	11745				
D1	81800300	AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	FOOT	4610				
D1	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	450				
	87200400	SPAN WIRE	FOOT	13638				
*	87300825	ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	FOOT	182				
	87900200	DRILL EXISTING HANDHOLE	EACH	4				
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	38155				
*	89502380	REMOVE EXISTING HANDHOLE	EACH	17				
*	X0321750	REMOVE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1268				
*	X0322247	MAINTENANCE OF EXISTING TRAFFIC SURVEILLANCE	L SUM	1				
*	X0322916	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	EACH	5				
TSC	X0323914	FIBER OPTIC CABLE SPLICE - LATERAL	EACH	8				
TSC	X0323957	FIBER OPTIC CABLE SPLICE - MAINLINE	EACH	2				
*	X0325349	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	638				
*	X0328133	TEMPORARY WOOD POLE, 45 FEET, CLASS 5	EACH	35				

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 350.0 TO MP 361.6**  
**MP 8.0 TO MP 349.6**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	X0326364	TEMPORARY AERIAL CABLE WITH MESSENGER WIRE	FOOT	6819		
*	X0326382	CONCRETE BARRIER BASE (SPECIAL)	FOOT	6247		
*	X0326836	REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT	EACH	3		
*	X0326967	REINFORCED CONCRETE DUCT BANK REMOVAL	FOOT	8064		
*	X0326968	JUNCTION BOX, POLE OR POST MOUNTED	EACH	6		
*	X0327004	TEMPORARY WOOD POLE, 80', CLASS 4	EACH	7		
TSC	X0327048	TEMPORARY CABLE INSTALLATION AND REMOVAL	L SUM	1		
*	X0327131	DRAINAGE STRUCTURES, NO. 1	EACH	5		
*	X0327132	DRAINAGE STRUCTURES, NO. 2	EACH	5		
BOE	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	28537		
*	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	200		
D1	X4060002	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, 12.5, N80	TON	981		
D1	X4060006	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 12.5, N80	TON	2711		
*	X4400198	CONCRETE BARRIER REMOVAL (SPECIAL)	FOOT	2003		
*	X4401196	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	14650		
*	X5030225	CONCRETE STRUCTURES (SPECIAL)	CU YD	4204.1		
*	X8020298	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE	EACH	6		
*	X8050040	REMOVING MANHOLES, SPECIAL	EACH	1		
*	X8640300	CHAIN LINK FENCE REMOVAL	FOOT	1329		
D1	X7011015	TRAFFIC CONTROL AND PROTECTION, (EXPRESSWAYS)	L SUM	1		
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	184		
*	X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	660		
*	X8130125	REMOVE EXISTING JUNCTION BOX	EACH	5		
*	X8140220	DOUBLE HANDHOLE (SPECIAL)	EACH	6		
TSC	X8710027	FIBER OPTIC CABLE 4 FIBERS, SINGLE MODE	FOOT	844		
TSC	X8710035	FIBER OPTIC CABLE 96 FIBERS, SINGLE MODE	FOOT	14760		
TSC	X8730246	ELECTRIC CABLE IN CONDUIT, NO. 19 25 PAIR	FOOT	8104		
TSC	X8730249	ELECTRIC CABLE IN CONDUIT, NO. 19 6/C	FOOT	147		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 SCHEDULE OF PRICES  
 CONTRACT NO. I-18-4433  
 I-57 MEDIAN CONSTRUCTION AND RAMP L  
 MP 360.0 TO MP 361.6  
 MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
TSC	X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4C, TWISTED, SHIELDED	FOOT	467		
*	X8730571	ELECTRIC CABLE IN CONDUIT, COAXIAL	FOOT	649		
TSC	X8860102	INDUCTION LOOP	FOOT	241		
*	Z0010600	CLEANING DRAINAGE SYSTEM	FOOT	137		
*	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	2		
D1	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	200		
D1	Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	5		
BOE	Z0034105	MATERIAL TRANSFER DEVICE	TON	3892		
D1	Z0062456	TEMPORARY PAVEMENT	SQ YD	59		
*	Z0073346	SLEEPER SLAB	SQ YD	88		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2634		
*	J1282010	SUBGRADE FILTER FABRIC	SQ YD	12547		
*	J1312022	STABILIZED SUBBASE - WMA, 3"	SQ YD	8386		
*	J1406107	ASPHALT TACK COAT	POUND	2200		
*	J1420010	PORTLAND CEMENT CONCRETE PAVEMENT 12" (JOINTED)	SQ YD	6994		
*	J1481040	AGGREGATE SHOULDERS, TYPE B	TON	400		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	116.4		
*	J1482104	WARM-MIX ASPHALT SHOULDERS (8 IN.)	SQ YD	5563		
*	J1482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	1375		
*	J1601300	PIPE UNDERDRAINS 6" (SPECIAL)	FOOT	691		
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH, 6"	FOOT	2996		
*	J1601325	PIPE UNDERDRAINS, FABRIC LINED TRENCH, 8"	FOOT	90		
*	J1602117	CATCH BASINS, TYPE G-2, TYPE G-2 MODIFIED FRAME AND GRATE	EACH	1		
*	J1602184	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	2		
*	J1602231	INLETS, TYPE A, TYPE 20A FRAME AND GRATE	EACH	1		
*	J1602237	INLETS, TYPE B, TYPE 20A FRAME AND GRATE	EACH	2		
*	J1602333	MANHOLES, TYPE A, 6'-DIAMETER, TYPE G-2 MODIFIED FRAME AND GRATE	EACH	1		
*	J1602740	DRAINAGE STRUCTURES, TYPE 4 WITH TWO TYPE 20A FRAMES AND GRATES	EACH	10		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 350.0 TO MP 351.5**  
**MP 8.0 TO MP 349.5**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	J1602745	DRAINAGE STRUCTURES, TYPE 5 WITH TWO TYPE 22A FRAMES AND GRATES	EACH	3		
*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	216		
*	J1606050	CONCRETE GUTTER (SPECIAL)	FOOT	422		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	662.5		
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	1		
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	1		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	3		
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	2		
*	J1637001	CONCRETE BARRIER BASE	FOOT	69		
*	J1637013	CONCRETE BARRIER BASE, VARIABLE HEIGHT	FOOT	1814		
*	J1637014	CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT	FOOT	1814		
*	J1637016	CONCRETE BARRIER BASE, VARIABLE HEIGHT (SPECIAL)	FOOT	64		
*	J1637019	CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT (SPECIAL)	FOOT	64		
*	J1637030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	723		
*	J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	723		
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	2410		
*	J1680120	SLOPED HEADWALLS, TYPE III, 6", 1:3	EACH	14		
*	J1680122	SLOPED HEADWALLS, TYPE III, 15", 1:3	EACH	1		
*	J1680135	SLOPED HEADWALLS, TYPE III, 24", 1:4	EACH	1		
*	J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	4469		
*	J1706261	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EACH	1		
*	J1725000	TERMINAL MARKER - DIRECT APPLIED	EACH	2		
*	J1782012	GUARDRAIL BARRIER DELINEATOR, REFLECTOR MARKER TYPE B	EACH	27		
*	J1782020	CONCRETE BARRIER DELINEATOR, REFLECTOR MARKER TYPE C	EACH	54		
*	J1810276	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL	FOOT	20		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	6		
**	JS120710	ENERGY ATTENUATOR	EACH	2		
**	JS120715	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	240		



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 360.0 TO MP 361.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
**	JS250220	SEEDING, CLASS 2E	ACRE	1.25		
**	JS250318	SEEDING, CLASS 4F	ACRE	1.5		
**	JS250320	SEEDING, CLASS 5	ACRE	1.5		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	8		
**	JS280050	SILT FENCE	FOOT	9653		
**	JS280051	RE-ERECT SILT FENCE	FOOT	1931		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	3333		
**	JS280100	SUPER SILT FENCE	FOOT	40		
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	7.5		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	861		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	128		
**	JS280305	TEMPORARY DITCH CHECK	FOOT	50		
**	JS870C00	FIELD OFFICE, TYPE C	CAL. MO	8		
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	1030		
**	JS810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	FOOT	325		
**	JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	265		
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	525		
**	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	5		
**	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 16" X 16" X 8"	EACH	1		
**	JS816072	UNIT DUCT, WITH 2-1/2" NO. 2 AND 1/2" NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	195		
**	JS816076	UNIT DUCT, WITH 4-1/2" NO. 2 AND 1/2" NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	1350		
*	JS817010	ELECTRIC CABLE IN CONDUIT 2/C NO. 6 AND NO. 8 GROUND	FOOT	147		
*	JS817014	ELECTRIC CABLE IN CONDUIT NO. 14 3/C	FOOT	649		
**	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	1230		
**	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	2880		
**	JS817215	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	10820		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 SCHEDULE OF PRICES  
 CONTRACT NO. I-18-4433  
 I-57 MEDIAN CONSTRUCTION AND RAMP L  
 MP 350.0 TO MP 351.6  
 MP 6.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
**	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	13		
**	JS821110	UNDERPASS LUMINAIRE, LED	EACH	5		
**	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	9		
**	JS830030	TEMPORARY WOOD POLE, 60', CLASS 4	EACH	2		
**	JS830013	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	4		
**	JS830030	TEMPORARY WOOD POLE, 60 FT., CLASS 4	EACH	2		
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	9		
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT132727	CAMERA CONTROL CABLE	FOOT	649		
TSC	JT160192	FIBER OPTIC INNERDUCT 1" DIA.	FOOT	8104		
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	6583		
*	JT546000	TELEVISION INSPECTION OF SEWER	FOOT	4855		
*	JT637023	CONCRETE MEDIAN BARRIER TRANSITION, TYPE V-F	FOOT	69		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	320		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	400		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	84		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	21		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	17		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	45		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	210		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	84		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	21		
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	17		
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	33		
*	JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	1		
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	816		
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	352		
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	816		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-67 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 350.0 TO MP 361.6**  
**MP 6.0 TO MP 349.6**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
*	JT900580	CHEMICALLY STABILIZED SUBGRADE, 8"	SQ YD	12547				
					TOTAL AMOUNT OF CORE WORK			
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1				
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	20,000	\$	1.00	\$	20,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	20,000	\$	1.00	\$	20,000.00
*	JT154004	SAWCUTTING AND REMOVAL OF EDGE DETERIORATION REPAIR	UNIT	20,000	\$	1.00	\$	20,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20,000	\$	1.00	\$	20,000.00
*	JT154006	TEMPORARY IMPACT ATTENUATOR REPLACEMENT/REPAIR	UNIT	20,000	\$	1.00	\$	20,000.00
*	JT154007	TEMPORARY CONCRETE BARRIER WALL, REPLACEMENT/REALIGNMENT	UNIT	20,000	\$	1.00	\$	20,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	30,000	\$	1.00	\$	30,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	40,000	\$	1.00	\$	40,000.00
*	JT155100	COMMUNITY HIRING INCENTIVE	HOURS	100,000	\$	1.00	\$	100,000.00
*	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 S.P. 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		
*	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 STD. SUPPL. SPEC. 670.01 (b)	DAY		\$	(500.00)		
*	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		\$	(2,500.00)		
*	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		\$	(2,500.00)		
*	999NEG39	FAILURE TO RESPOND TO REPAIR IMPACT ATTENUATORS PER TOLLWAY SUPPL. SPEC. 701.01 (b)(3)	OCCUR		\$	(2,500.00)		
*	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		\$	(100.00)		
*	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(5)	INC/DAY		\$	(2,500.00)		
*	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL. DAY		\$	(6,000.00)		
*	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL. DAY		\$	(6,000.00)		
*	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL. DAY		\$	(6,000.00)		
*	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		\$	(10,000.00)		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 SCHEDULE OF PRICES  
 CONTRACT NO. I-18-4433  
 I-57 MEDIAN CONSTRUCTION AND RAMP L  
 MP 380.0 TO MP 361.5  
 MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		\$ (1,000.00)	
*	999NEG58	LIQUIDATED DAMAGES FOR IDOT TSC COMMUNICATIONS INTERUPTION PER SPECIAL PROVISION FOR "TEMPORARY AERIAL CABLE WITH MESSENGER WIRE (FIBER OPTIC NO. 62.5/125 98F) "	HOUR		\$ (5,000.00)	
*	999NEG90	ONE LANE OR RAMP BLOCKED IMPROPERLY ON I-57 PER THE SPECIAL PROVISION FOR "FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC - I-57"	OCCUR		\$ (3,000.00)	
*	999NEG91	TWO LANES BLOCKED IMPROPERLY ON I-57 PER THE SPECIAL PROVISION FOR "FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC - I-57"	OCCUR		\$ (5,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

Note 1: The deduction will be according to Article 280.02 (b) (1) Table A.

The Contractor shall complete all work under this Agreement for the performance of Contract No. I-18-4433 as specified in S.P. 103.

Special Provison Legend:

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATION
- \*\*\* INDICATES IDOT RECURRING/SUPPLEMENTAL SPECIAL PROVISIONS
- BDE INDICATES IDOT BDE SPECIAL PROVISIONS
- D1 INDICATES IDOT DISTRICT 1 SPECIAL PROVISIONS
- GBSP INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISIONS
- TSC INDICATES IDOT TRAFFIC SYSTEMS CENTER SPECIAL PROVISIONS

## COMMUNITY HIRING INCENTIVE

**Description:** In addition to the Contractor's equal employment opportunity efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in this Special Provision for incentives to provide access to employment opportunities to residents of municipalities near the project in order to aid meaningful community participation in the building of transportation projects. The Incentive will encourage the employment of historically unemployed or underemployed residents of specified zip codes near Tollway projects who have a personal interest in the project by virtue of its location near their residences and would benefit from anticipated expansions to the local economy by virtue of improvements to transportation.

It is the Tollway's intent is to provide an incentive to the Contractor to hire Eligible Employees as described herein on the project site when feasible. To benefit from the incentives to encourage community hiring under this Special Provision, the Contractor will be responsible for demonstrating the steps that he/she has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the incentive. This Special Provision is not intended, and shall not be used to discriminate against any applicant for employment. Further, this provision is voluntary and no Contractor shall be disqualified as an unresponsive bidder for failing to participate in this Special Provision for incentives or on the basis of what extent the Contractor may choose to participate.

An Eligible Employee for purposes of this Special Provision is defined as a person residing in zip codes 60426, 60428, 60406, 60411, 60412, 60419, 60827, 60472, 60429, 60469, 60478, 60608, 60609, 60615, 60616, 60617, 60619, 60620, 60621, 60623, 60628, 60629, 60632, 60633, 60636, 60637, 60649, 60653, and 60804, as evidenced by certified payroll (a post office box will not be sufficient proof of residence), who passes the Contractor's screening process to become an employee to work as a tradesperson or journeyman employed by the Contractor.

Participation pursuant to Tollway's requirements by the Contractor in this Special Provision entitles the Contractor to be reimbursed at \$15 per hour worked by an Eligible Employee on this contract subject to a maximum overall allowance as specified herein. As approved by the Tollway, reimbursement will be made for Eligible Employees as specified herein. This reimbursement will be made even though the Contractor may receive additional training program incentives from other sources, such as the Tollway's Earned Credit Program (ECP) provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. For purposes of this Special Provision, the Contractor is not relieved of requirements under the Illinois Prevailing Wage Act or other applicable laws and regulations.

The Contractor will be responsible for demonstrating hours worked by an Eligible Employee in a form prescribed by the Tollway prior to a determination as to whether the Contractor is in compliance and entitled to the Special Provision \$15 an hour incentive. Such compliance is to be determined in the Tollway's sole discretion.

The Tollway, upon request, may provide the Contractor with a list of community organizations serving the project area in order to assist the Contractor in locating Eligible Employees. The Tollway, by providing such listings makes no guarantees as to the suitability of candidates.

**General Requirements:** The initial maximum contract allowance for hours worked by Eligible Employees for which the incentive is available is \$100,000. During the course of performance

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

**Description.** This work shall consist of the removal and disposal of regulated substances according to Section 669 of the Standard Specifications as revised below.

**Contract Specific Sites.** The excavated soil and groundwater within the areas listed below shall be managed as either "uncontaminated soil", hazardous waste, special waste or non-special waste. For stationing, the lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit, whichever is less.

**Site 1773-18: Multi-Tenant Building, 2400-2415 W. 147th Street, Cook County**

- Station 1293+60 to Station 1295+60 (I-57), 40 feet LT to 100 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene.

**Site 1773-24: Strip Mall and Vacant Lot, 14840 Western Avenue, Posen, Cook County**

- Station 3661+55 to Station 3663+50 (Proposed C-D Road A), 0 to 50 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameter: Benzo(a)pyrene, Lead and Manganese.

**Site 1773-32: A-1 Auto Center, 14722 Western Avenue, Posen, Cook County**

- Station 1293+60 to Station 1295+60 (I-57), 40 feet LT to 60 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene and Manganese.
- Station 3663+50 to Station 3666+00 (Proposed C-D Road A), 25 feet LT to 60 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(1). Contaminants of concern sampling parameters: Lead.

**Site 1773-35: Pipeline Site # 2, W. 141st Street, Dixmoor, Cook County**

- Station 1341+00 to Station 1343+00 (I-57), 70 feet LT to 70 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene.

**Site 1773-G: Fenced Area, 2523 149th Street, Posen, Cook County**

- Station 1274+00 to Station 1276+00 (I-57), 40 feet LT to 40 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Arsenic.

**Site 1773-H: Village of Posen Public Works, 14900 Rockwell Avenue, Posen, Cook County**

- Station 1276+00 to Station 1282+00 (I-57), 40 feet LT to 70 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 3651+95 to Station 3653+55 (Proposed C-D Road A), 20 feet LT to 30 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene.

**Site 1773-1: I-57 ROW and I-57/I-294 Interchange, Dixmoor, Harvey, Markham, Posen, and Unincorporated Bremen Township, Cook County**

- Station 419+90 to Station 426+75 (I-294), 0 to 150 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 3795+75 to Station 3797+75 (Proposed Ramp L), 100 feet LT to 55 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 3797+75 to Station 3799+80 (Proposed Ramp L), 100 feet LT to 70 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene and Manganese.
- Station 3799+80 to Station 3803+75 (Proposed Ramp L), 100 feet LT to 80 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 3805+70 to Station 3807+70 (Proposed Ramp L), 100 feet LT to 50 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene and Dibenzo(a,h)anthracene.
- Station 3810+40 to Station 3813+00 (Proposed Ramp L), 65 feet LT to 15 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 3813+00 to Station 3817+00 (Proposed Ramp L), 65 feet LT to 15 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, Arsenic and Manganese.
- Station 3817+00 to Station 3821+00 (Proposed Ramp L), 35 feet LT to 20 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 3821+00 to Station 3823+00 (Proposed Ramp L), 35 feet LT to 20 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(4). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, and Dibenzo(a,h)anthracene.
- Station 3823+00 to Station 3825+00 (Proposed Ramp L), 35 feet LT to 20 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene and Manganese.
- Station 3825+00 to Station 3827+00 (Proposed Ramp L), 35 feet LT to 20 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 1266+00 to Station 1268+00 (I-57), 70 feet LT to 80 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene.
- Station 1268+00 to Station 1270+00 (I-57), 70 feet LT to 80 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with

- Article 669.09(a)(5). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, and Dibenzo(a,h)anthracene.
- Station 1270+00 to Station 1271+70 (I-57), 40 feet LT to 80 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene.
- Station 1271+70 to Station 1274+00 (I-57), 40 feet LT to 40 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Arsenic.
- Station 4021+55 to Station 4023+80 (Proposed Ramp H), 60 feet LT to 105 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene.
- Station 1271+70 to Station 1276+00 (I-57), 40 feet RT to 245 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Lead and Manganese.
- Station 3654+20 to Station 3656+30 (Proposed C-D Road A), 0 to 70 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(1). Contaminants of concern sampling parameters: Benzo(a)pyrene and Manganese.
- Station 3656+30 to Station 3657+70 (Proposed C-D Road A), 0 to 70 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.
- Station 3659+90 to Station 3661+55 (Proposed C-D Road A), 0 to 60 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.
- Station 1295+60 to Station 1301+20 (I-57), 45 feet LT to 40 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 1295+60 to Station 1298+30 (I-57), 40 feet RT to 195 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(5). Contaminants of concern sampling parameters: Arsenic.
- Station 1303+50 to Station 1308+00 (I-57), 110 feet LT to 110 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.
- Station 1308+00 to Station 1310+00 (I-57), 110 feet LT to 105 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 1312+00 to Station 1314+00 (I-57), 70 feet LT to 85 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, and Dibenzo(a,h)anthracene.
- Station 1314+00 to Station 1315+60 (I-57), 60 feet LT to 70 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: VOCs.



- Station 1327+30 to Station 1331+85 (I-57), 30 feet LT to 180 feet LT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 1333+00 to Station 1335+00 (I-57), 70 feet LT to 80 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(2). Contaminants of concern sampling parameters: Manganese.
- Station 1335+00 to Station 1337+00 (I-57), 70 feet LT to 80 feet RT. The Engineer has determined this material meets the criteria of and shall be managed in accordance with Article 669.09(a)(3). Contaminants of concern sampling parameters: Benzo(a)pyrene, Lead and Manganese.

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Revise Section 669 of the Standard Specifications to read:

**"SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES**

**669.01 Description.** This work shall consist of the transportation and proper disposal of contaminated soil and groundwater. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

**669.02 Equipment.** The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

**669.03 Pre-construction Submittals.** Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a Regulated Substance Pre-Construction Plan (RSPCP) to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the qualifications of Contractor(s) or firm(s) performing the following work shall be listed.

- (a) On-Site Monitoring. Qualification for on-site monitoring of regulated substance work and on-site monitoring of UST removal requires either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and special waste operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements.

Qualification for each individual performing on-site monitoring requires a minimum of one-year of experience in similar activities as those required for the project.

- (b) Underground Storage Tank. Qualification for underground storage tank (UST) work requires licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 30 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 30 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field.

## CONSTRUCTION REQUIREMENTS

**669.04 Contaminated Soil and/or Groundwater Monitoring.** Prior to beginning excavation, the Contractor shall mark the limits of removal for approval by the Engineer. Once excavation begins, the work and work area involving regulated substances shall be monitored by qualified personnel. The qualified personnel shall be on-site continuously during excavation and loading of material containing regulated substances. The qualified personnel shall be equipped with either a photoionization detector (PID) (minimum 10.6eV lamp), or a flame ionization detector (FID), and other equipment, as appropriate, to monitor for potential contaminants associated with volatile organic compounds (VOCs) or semi-volatile organic compounds (SVOCs). The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily, and as field and weather conditions change. Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

The qualified personnel shall document field activities using form BDE 2732 (Regulated Substances Monitoring Daily Record) including the name(s) of personnel conducting the monitoring, weather conditions, PID or FID calibration records, a list of equipment used on-site, a narrative of activities completed, photo log sheets, manifests and landfill tickets, monitoring results, how regulated substances were managed and other pertinent information.

Samples will be collected in accordance with the RSPCP. Samples shall be analyzed for the contaminants of concern (COCs), including pH, based on the property's land use history, the encountered abnormality and/or the parameters listed in the maximum allowable concentration

(MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605. The analytical results shall serve to document the level of contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, collection location and depth, and any other relevant observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846; "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039; and "Methods for the Determination of Organic Compounds in Drinking Water, Supplement III", EPA 600/R-95/131, August 1995. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective.

**669.05 Contaminated Soil and/or Groundwater Management and Disposal.** The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the construction limits or managed and disposed off-site as "uncontaminated soil" according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.
- (1) The pH of the soil is less than 6.25 or greater than 9.0.
- (2) The soil exhibited PID or FID readings in excess of background levels.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 IAC 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way or managed and disposed off-site as "uncontaminated soil" according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.
- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste. The groundwater shall be containerized and trucked to an off-site treatment facility or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sewer.

All groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill

plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than  $10^{-7}$  cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall be responsible for transporting and disposing all material classified as a non-special waste, special waste, or hazardous waste from the job site to an appropriately permitted landfill facility. The transporter and the vehicles used for transportation shall comply with all federal, state, and local rules and regulations governing the transportation of non-special waste, special waste, or hazardous waste.

All equipment used by the Contractor to haul contaminated material to the landfill facility shall be lined with a 6 mil (150 micron) polyethylene liner and securely covered during transportation. The Contractor shall obtain all documentation including any permits and/or licenses required to transport the contaminated material to the disposal facility.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Engineer shall coordinate with the Contractor on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate for waste disposal approval with the disposal facility. After the Contractor completes these activities and upon receipt of authorization from the Engineer, the Contractor shall initiate the disposal process.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). The Engineer shall maintain the file for all such documentation. For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation the Contractor (or subcontractor, if a subcontractor is used for transportation) is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

The Contractor shall schedule and arrange the transport and disposal of each load of contaminated material produced. The Contractor shall make all transport and disposal arrangements so no contaminated material remains within the project area at the close of business each day. Exceptions to this specification require prior approval from the Engineer within 24 hours of close of business. The Contractor shall be responsible for all other pre-disposal/transport preparations necessary daily to accomplish management activities.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated

material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill mandated by definition of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by definition of the contaminant and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The Contractor shall be responsible for coordinating permits with the IEPA. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

**669.06 Non-Special Waste Certification.** An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 IAC 721;
- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 IAC 811.107;
- (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR 61.141;
- (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
- (6) a material subject to the waste analysis and recordkeeping requirements of 35 IAC 728.107 under land disposal restrictions of 35 IAC 728;
- (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
- (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

- (1) the means by which the generator has determined the waste is not a hazardous waste;

- (2) the means by which the generator has determined the waste is not a liquid;
- (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
- (4) if the waste does not undergo testing, an explanation as to why no testing is needed;
- (5) a description of the process generating the waste; and
- (6) relevant material safety data sheets.

**669.07 Temporary Staging.** The Contractor shall excavate and dispose of all waste material as mandated by the contaminants without temporary staging. If circumstances require temporary staging, he/she shall request in writing, approval from the Engineer.

When approved, the Contractor shall prepare a secure location within the project area capable of housing containerized waste materials. The Contractor shall contain all waste material in leak-proof storage containers such as lined roll-off boxes or 55 gal (208 L) drums, or stored in bulk fashion on storage pads. The design and construction of such storage pad(s) for bulk materials shall be subject to approval by the Engineer. The Contractor shall place the staged storage containers on an all-weather gravel-packed, asphalt, or concrete surface. The Contractor shall maintain a clearance both above and beside the storage units to provide maneuverability during loading and unloading. The Contractor shall provide any assistance or equipment requested by the Engineer for authorized personnel to inspect and/or sample contents of each storage container. All containers and their contents shall remain intact and undisturbed by unauthorized persons until the manner of disposal is determined. The Contractor shall keep the storage containers covered, except when access is requested by authorized personnel of the Department. The Engineer shall authorize any additional material added to the contents of any storage container before being filled.

The Contractor shall ensure the staging area is enclosed (by a fence or other structure) to ensure direct access to the area is restricted, and he/she shall procure and place all required regulatory identification signs applicable to an area containing the waste material. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall clearly mark all containers in permanent marker or paint with the date of waste generation, location and/or area of waste generation, and type of waste (e.g., decontamination water, contaminated clothing, etc.). The Contractor shall place these identifying markings on an exterior side surface of the container. The Contractor shall separately containerize each contaminated medium, i.e. contaminated clothing is placed in a separate container from decontamination water. Containers used to store liquids shall not be filled in excess of 80 percent of the rated capacity. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could classify the material as a hazardous waste in the container.

The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

**669.08 Underground Storage Tank Removal.** For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining all permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Adm. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Adm. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the DESU. Upon confirmation of a release of contaminants from the UST and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the UST is located and the DESU Manager);

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:



- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the UST excavation zone and entered into subsurface structures (such as sewers or basements).

The UST excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. The material shall be approved prior to placement. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

**669.09 Regulated Substance Final Construction Report.** Not later than 90 days after completing this work, the Contractor shall submit a Regulated Substance Final Construction Report (RSFCR) to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

**669.10 Method of Measurement.** Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

**669.11 Basis of Payment.** The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

On-site monitoring of regulated substances, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof, for ON-SITE MONITORING OF REGULATED SUBSTANCES.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for **ENGINEERED BARRIER**.

The work of removing a UST, soil excavation, soil and content sampling, and the excavated soil, UST content, and UST disposal will be paid for at the contract unit price per each for **UNDERGROUND STORAGE TANK REMOVAL**.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for **NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL**.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for **SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL**. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for **BACKFILL PLUGS**.

Payment for temporary staging, if required, will be paid for according to Article 109.04.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

The sampling and testing associated with this work will be paid for as follows.

- (a) **BETX Soil/Groundwater Analysis**. When the contaminants of concern are gasoline only, soil or groundwater samples shall be analyzed for benzene, ethylbenzene, toluene, and xylenes (BETX). The analysis will be paid for at the contract unit price per each for **BETX SOIL ANALYSIS and/or BETX GROUNDWATER ANALYSIS** using EPA Method 8021B.
- (b) **BETX-PNAS Soil/Groundwater Analysis**. When the contaminants of concern are middle distillate and heavy ends, soil or groundwater samples shall be analyzed for BETX and polynuclear aromatics (PNAS). The analysis will be paid for at the contract unit price per each for **BETX-PNAS SOIL ANALYSIS and/or BETX-PNAS GROUNDWATER ANALYSIS** using EPA Method 8021B for BETX and EPA Method 8310 for PNAS.
- (c) **Priority Pollutants Soil Analysis**. When the contaminants of concern are used oils, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for **PRIORITY POLLUTANTS SOIL ANALYSIS** using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and using an ICP instrument and EPA Methods 6010B and 7471A for metals.

- (d) Priority Pollutant Groundwater Analysis. When the contaminants of concern are used oils, non-petroleum material, or unknowns, groundwater samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS GROUNDWATER ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and EPA Methods 6010B and 7470A for metals.
- (e) Target Compound List (TCL) Soil Analysis. When the contaminants of concern are unknowns or non-petroleum material, soil samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, priority pollutants metals, pesticides, and Resource Conservation and Recovery Act (RCRA) metals by the toxicity characteristic leaching procedure (TCLP). The analysis will be paid for at the contract unit price per each for TCL SOIL ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, EPA Method 8081 for pesticides, and ICP instrument and EPA Methods 6010B, 7471A, 1311 (extraction), 6010B, and 7470A for metals.
- (f) Soil Disposal Analysis. When the waste material for disposal requires sampling for disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT."

Pay Item Number	Designation	Unit of Measure
66900200	NON-SPECIAL WASTE DISPOSAL	CU YD
66900530	SOIL DISPOSAL ANALYSIS	EACH
66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM
66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	DAYS
66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM

**IMPACT ATTENUATORS, TO REMAIN IN PLACE**

**DESCRIPTION**

This work shall consist of installing impact attenuator, temporary in accordance with Section 706 of the Standard Specifications and as modified by Tollway Supplemental Specifications and in accordance with the details shown on the plans. If a conflict is encountered between the Standard Specifications and the Tollway's Specifications, the Tollway's requirements shall hold over the Standard Specifications. The attenuator will remain in place at the conclusion of the work.

**METHOD of MEASUREMENT**

This work will be measured for payment in units of each.

**BASIS of PAYMENT**

This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TO REMAIN IN PLACE of the type specified.

Pay Item Number	Designation	Unit of Measure
J1706261	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EACH



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** I-18-4433

I-57 North of I-294 - Ramp L - widening and reconstructing the I-57 median, construction of portions of Ramp L

**Pre-Bid Meeting**

**MEETING DATE/TIME:** November 16, 2018 2:30 pm

**CHAIRPERSON:** AJ Pebler

**LOCATION:** Conference Room 175 – Court Room

### MEETING TOPICS

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1. Introductions of Tollway and DSE staff.
2. Location: The improvements to be constructed under this contract shall be performed along Interstate 57 (IDOT Jurisdiction), between Mile Post 350.0 and Mile Post 351.5, and Ramp L (Tollway) Mile Post 8.0 to Mile Post 349.5 in Cook County, Illinois.

Scope of Work – The work under this contract includes, but is not limited to:

- Pavement widening
- Ramp Pavement construction
- Shoulder removal and replacement
- Median barrier removal and replacement
- Pavement construction
- Traffic surveillance improvements
- Sign removal and replacement
- Pavement markings
- Tree Removal
- Earth Excavation
- Grading
- Storm Sewer removal and replacement
- Erosion and sediment control
- Topsoil and Seeding
- Right of Way Fencing
- Maintenance of traffic during construction



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** I-18-4433

**I-57 North of I-294 - Ramp L - widening and reconstructing the I-57 median, construction of portions of Ramp L**

**Pre-Bid Meeting**

**MEETING DATE/TIME:** November 16, 2018

**2:30 pm**

**3. Project Schedule**

- a. Bid Opening – December 11, 2018 – revised date in Addendum 1.
- b. Work Commencement – February 15, 2019
- c. Interim Completion – July 12, 2019
- d. Substantial Completion – October 2, 2019
- e. Contract Completion – November 15, 2019
- f. Liquidated Damages – per S.P. 105.1

**4. Diversity**

- a. DBE Goal – 25%. Veteran Goal – 2%
- b. Bid Credit Cap - \$325,000
- c. EEO Requirements
  - i. 19.6% minority workforce participation
  - ii. 6.9% female workforce participation
- d. Self-performance requirement per Supplemental Specification – 35%
- e. Community Hiring Incentive – to attached Overview Sheet

**5. Insurance Requirements – Refer to SP 107.**

**6. Coordination with Utilities and Others Refer to SP 106**

- a. Utilities – Expected utilities include ComEd, Nicor, Comcast,
- b. IDOT District One – Lighting cable, Fiber optic, Closed circuit cameras
- c. Village of Dixmoor – water, sanitary sewer, combined sewer, storm sewer
- d. Village of Posen - water, sanitary sewer, combined sewer, storm sewer
- e. Other Contracts – An additional contract on the I-57 at I-294 project is expected to start in the vicinity of this contract in Mid-2019.

**7. Maintenance of Traffic**

- a. I-294 – (Tollway) Refer to SP Maintenance of Traffic, page J-166
- b. I-57 – (IDOT) Refer to SP Traffic Control Plan, page J-50

**8. Open Discussion – There were no additional questions or any discussion.**

### Overview of Special Provision - Community Hiring Initiative

- The Illinois Tollway's **Community Hiring Initiative (CHI)** was created to encourage contractors to hire workers with construction skills living in the vicinity of Move Illinois projects and would provide a financial incentive to prime contractors and subcontractors that opt to hire local residents from areas with historic unemployment or underemployment.
- Residents hired on a Tollway (I-294/I-57) construction contract, and residing in Chicago area communities represented by pre-identified zip codes as specified in the Special Provision, would entitle the employer/contractor to a cash reimbursement of \$15 for every hour worked by an area resident. The initial maximum contract allowance for hours worked by Eligible Employees for which the incentive is available is \$100,000. During the course of performance of the Contract, the Contractor may request that the Tollway provide additional funds to increase the maximum allowance for the incentive and the Tollway may do so under its sole discretion .
- **Please note that CHI is strictly a voluntary program that offers incentives to contractors should they decide to participate.** Contractors are required to meet federal minority hiring percentages of 19.6 percent male and 6.9 percent female for this contract.

#### Tollway-Affiliated Workforce Training Partners:

Central States SER	3948 W. 26th Street Chicago, IL 60623	773-542-9030
Chicago Federation of Labor Workforce & Community Initiative	130 E. Randolph St, Suite 2600 Chicago, IL 60601	312-565-9431
Chicago Women in Trades	2444 W. 16th Street, Suite 3E Chicago, IL 60608	312-942-1444
Mid-South American Job Center	4314 S. Cottage Grove Ave, 2nd Floor, Chicago, IL 60653	773-538-5627
Near West American Job Center	1700 W. 18th Street Chicago, IL 60608	312-994-8300
South Suburban Cook County American Job Center	Harvey IDES Office 16845 S. Halsted Street Harvey, IL 60426	708-589-7375
South Suburban Cook County American Job Center at Prairie State College	202 S. Halsted Street ATOC Building, Suite 148 Chicago Heights, IL 60411	708-709-7975
Southwest American Job Center at Daley College	7500 S. Pulaski Road, Bldg 100 Chicago, IL 60652	773-884-7000
Southwest Suburban Cook County American Job Center	7222 W. Cermak Road North Riverside, IL 60804	708-222-3100
West Suburban Cook County American Job Center	1701 S. 1st Avenue, Suite 10 Maywood, IL 60153	708-223-2652
Westside American Job Center	605 S. Albany Avenue Chicago, IL 60612	773-722-3898



# Capital Program

## SIGN-IN SHEET

PURPOSE/PROJECT #: I-18-4433

I-57 North of I-294 - Ramp L - widening and reconstructing the I-57 median, construction of portions of Ramp L

Pre-Bid Meeting

MEETING DATE/TIME: November 16, 2018 2:30 pm

CHAIRPERSON: AJ Pebler

LOCATION: Conference Room 175 - Court Room

### ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Wm R Jamison	Sr DBA Mgr	Tollway	630 241 6800	WJamison@getpass.com
2.	Tim Hagen	Project Engineer	F. H. Paschen	773 444 1609	THagen@FHPaschen.com
3.	DAVID DRATOL		IDOT	847-705-4594	dauid.dratol@illinois.gov
4.	Cindy Conner	Employment Spc	CWIT	312-942-1446	cconner@cwit2.org
5.	Kristen Hamilton	Diversity	TW	630 241 6200 x1945	kharrison@getpass.com
6.	Helen Pazon	Proj. Manager	IDOT	847-705-4523	helen.pazon@illinois.gov
7.	Mary Ellen MARK	Local Agency Supv.	IDOT	847-705-4465	maryellen.mark@illinois.gov
8.	LLEN DASTGIR	LOCAL Agency Area Engineer	IDOT	847-705-4685	llen.dastgir@illinois.gov
9.	Jim Meyer	Eng Mgr	Tollway Pmo	512-402-0484	jmeyer@getpass.com
10.	Veronica Siqueiros	Contracts	Reyes Group	708-596-7100	veronica@reyesgroup.com
11.	Jayne Jackson	Mgr Construction	CCNP	312-282-3148	jjackson@workforce.com
12.	Ulysses Ruff	President	Ruff Framing Inc	773-366-6400	ulysses@ruffframing.com
13.	CHRIS MAIR	ESTIMATOR	HEERLHY	630.808.8556	CHRISMAIR@HMC.CO.NE
14.	AJ. Pebler	PM	PMO	630.747.7716	apebler@getpass.com
15.	DONALD JAKESCH	PROJECT MGR. DESIGN	TYLON INTERNATIONAL	312-777-2879	don.jakesch@tylon.com
16.					
17.					
18.					
19.					
20.					
21.					



## **RESPONSES TO THE PLAN HOLDERS**

1. Q: We request that the geotechnical report be made available.

A: I-57 Mainline Geotechnical Report (3 Volumes) are provided for information only in the Online Plan Room as part of the addendum.

2. Q: Are there existing drawings available for the existing 120" dia RCP Class III Storm Sewer located below the proposed load transfer slab? If so, can you please incorporate them into the next available addendum? If not, is there any information or as-builts with regards to the elevation of the top of the pipe?

A: I-57 Main Drain plans from 1966 are provided for information only in the Online Plan Room as part of the addendum. Additionally, the sewer inspection video can be provided to the successful bidder.

3. Q: Can ISTHA clarify which stations require soil management in pages J-57 through J-58, regarding non-special waste? In addition, can ISTHA provide Final Preliminary Site Investigation (PSI) Reports?

A: The Special Provision "Removal and Disposal of Regulated Substances" has been entirely revised, including location information and pay item revisions. Additionally, the Regulated Substances site location map and Soil Testing reports are provided for information only in the Online Plan Room as part of this addendum.

4. Q: The Main Drain Load Transfer Slab is to be constructed in areas where Future Ramp H, Future Ramp J, Future C-D Road A, and Future Ramp K are to be. Is it possible to provide more information regarding the design of these future ramps and roads (i.e. drawings, cross sections, typical sections, etc.)? It would be helpful to know how the transfer slabs relate to the future construction.

A: The Load Transfer Slab has been designed to accommodate the loads due to additional embankment and associated ramps (noted in the question) parallel to and at a similar elevation to the adjacent I-57 mainline pavement. I-57 Main Drain plans from 1966 are provided for information only in the Online Plan Room as part of the addendum.

5. Q: Plan sheet 18 of 406, I-57 Earth Excavation Schedule show a location labeled "Embankment placed over drainage structures above existing grade" the quantity = 7,888.5 CY of Embankment and 2,137 CY of Existing topsoil excavation (Unsuitable). Question: Can more clarification be given on this item, I don't understand where this material is to be placed or how these quantities came about?

A: The indicated material will be placed as embankment around the proposed manholes, drop structures and other drainage elements that provide connections to the existing 120" dia. sewer and which will extend above the existing ground line on the west side of I-57. As future CD Road A, Ramp J and Ramp K construction will require embankment along the west sideslope of I-57 this allows the majority of excavated material to remain on site. Cross sections will be provided to the successful bidder.

6. Q: Plan sheet 257 of 406 "Load Transfer Slab Details. Question: What are the pay limit for the Structural Excavation pay item 50200100?

A: The limits extend in vertical planes 2 feet from beyond the edges of the protection slab in accordance with 502.12(b) of the IDOT Standard Specifications.

7. Q: X6640300 Chain Link Fence Removal: Will temporary fence be required after the fence is removed? If this is the case, will a Pay Item 20101000 Temporary Fence be added and utilized, as on previous projects?

A: Temporary fence will not be required as a result of removal. Plan sheet 80 has been revised in the addendum to depict the location of the proposed fence along the west ROW of I-57. Fence removals have also been revised in the addendum.

8. Q: Removal Items: Will there need to be a Utility locates before removing any Items on the contract?

A: Contractor responsibility for Utility locates is contained in the Illinois Tollway Supplemental Specifications 107.31.

9. Q: Removal Items: Please confirm that the Tollway is not interested in the salvage of the removed guardrail or fence.

A: Fence and Guardrail shall not be salvaged.

10. Q: JI706261 Impact Attenuator Fully Redirective - Narrow Test Level 3, To Remain-in-Place: J-156 shows this item paid per lineal foot and each. Please confirm that this item will be paid per each.

A: The Special Provision has been revised. Item will be paid per each.

11. Q: TBT Type 2 Terminal: Please confirm that Pay Item 63100045 Traffic Barrier Terminal Type 2 will be utilized for the unit noted on plan sheet 71 or will a separate unit price be ADDED for a Temporary TBT 2?

A: Item will remain as depicted

12. Q: TBT Type 2 Terminal: If the temporary guardrail is damaged by the motoring public, will the repair be paid for per article 109.04 Force Account Formulation basis?

A: Contractor responsibility for Damage by Public Traffic is contained in the Illinois Tollway Supplemental Specifications 107.30.

13. Q: JI633032 Remove and Re-Erect Steel Plate Beam Guardrail Type A 6' Posts: Will Utility locates be required before removing the guardrail?

A: Contractor responsibility for Utility locates is contained in the Illinois Tollway Supplemental Specifications 107.31.

14. Q: JI633032 Remove and Re-Erect Steel Plate Beam Guardrail Type A 6' Posts: Please confirm the post length of guardrail is 6'.

A: 63301210 Remove and Re-Erect Steel Plate Beam Guardrail, Type A is described in the Standard Specifications. JI633032 is not in this contract.

15. Q: JI631110 Traffic Barrier Terminal Type 1 Special: Special provision J-135 calls out the use of the SKT terminal compliant with either NCHRP 350 or MASH criteria. Please confirm that it is acceptable to install the SKT terminal that complies with NCHRP 350 testing on Tollway projects.

A: This Special provision is the most current.

16. Q: JI213004 Exploratory Trench (Hand Excav) and JI213006 Exploratory Trench (Vacuum Excav): Will these two pay items be ADDED to the contract in the event that a conflict becomes known during a normal utility locate any item, including Fence and/or Guardrail installations, or will this work be paid on a force account basis?

A: See the Special Provision for "Exploration Trench, Special".

17. Q: Please confirm that it will be acceptable to perform guardrail work on the ramps either under Staged Construction or Partial Ramp or Shoulder Closures Monday through Friday during the non-peak times of 9:00 AM to 3:00 PM.

A: All Traffic Restrictions as described in the Special Provisions applicable to mainline lanes are also applicable to adjacent ramps.

18. Q: 66400305 Chain Link Fence: Plan sheet 18 states that the 'nominal' quantity of 2840 LF of Chain Link Fence, 6' will be installed at the engineer's discretion. This is a large quantity accompanied with a cause for concern, as IDOT Chain Link Fence includes both end and corner posts as 'incidental' to the pay item. Understanding the total lineal need and configuration is crucial in putting this pay item together. Hypothetical requirements cannot be properly bid unless the total quantity of end, corner and pull posts is declared along with the plan quantity of Chain Link Fence (2840 LF) so all bidders will be bidding on the same thing.

\* Please declare how many ends, corners and or pull posts should be included in the plan quantity of 2840 LF of Chain Link Fence, 6'.

\* Or better yet, and given that there is 'no certainty' that this item will be installed or will be installed anywhere near the plan quantity, reduce the quantity to 100 to 200 LF (without any incidental terminals included with the lineal pay item) and provide separate unit prices for ends and corners. This is exactly the way the Tollway ROW Fence Type 1, 6' is paid. This way the Tollway will only pay for what it needs.

\* The plans include ISTHA ROW Fence Standard D1-05. There are no standards noted for IDOT fence. Is it the intent to build the ROW fence to the Tollway Standard or IDOT Standard? If the Tollway Standard is intended, please include Tollway pay items and remove IDOT pay item for Chain Link Fence.

A: Plan sheet 80 has been revised in this addendum to depict the location of the proposed fence. Fence quantity is adjusted to include the plan quantity and a nominal 200 Ft of additional fence. As this fence is along I-57 and in IDOT jurisdiction, the IDOT Standard will apply and has been added as part of the addendum to the standards list on sheet 3.

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**END OF RESPONSES TO PLAN HOLDERS**

# TABLE OF CONTENTS

## PART I: Instructions

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

## PART II: Bid Requirements

Prevailing Wage	1 thru 9
Proposal	P-1 thru P-17
Bid Bond ( <b>Insert after P-Pages</b> )	
Forms A or Forms B Disclosures	N-1 thru N-2
Responsible Bidder Affidavit	PA-1
Bidder Preferences	R-1, R-2
Bidder List of Individual Contacts	R-3
Affidavit	R-4
Plant and Equipment Questionnaire	S-1 thru S-6
Current Contractual Obligations	S-7
Disadvantaged Business Enterprise Participation & Utilization Plan	DBE-1 thru DBE-20
Equal Employment Opportunity Program	EEO-1 thru EEO-9
Veteran Small Business Participation & Utilization Plan	VOSB-1 thru VOSB-10
Bid Credit Incentive Programs	BCP-1 thru BCP-4
Illinois Tollway Standard Business Terms and Conditions	TC-1 thru TC-9

## PART III: Contract Requirements

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

**VOLUME II**

**SPECIAL PROVISIONS**

**J-1 thru J-225**

**SPECIAL PROVISIONS**

**RECUR-1 thru RECUR-2**

**SPECIAL PROVISIONS**

**D1-1 thru D1-76**

**SPECIAL PROVISIONS**

**BDE-1 thru BDE-28**

**SPECIAL PROVISIONS**

**TSC-1 thru TSC-41**

## **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 SEALED BIDS

Bid Schedule and information for

**CONTRACT NO: I-18-4433**

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, December 11, 2018, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for November 16, 2018 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 2:30PM.

The work to be done under this Contract shall be started on or about February 15, 2019. All work under this Contract shall be completed by November 15, 2019.

The work under this Contract shall consist of: widening and reconstructing the I-57 median, construction of portions of Ramp L, associated drainage, signage and pavement markings and delineation, traffic barriers, maintenance of traffic, erosion and sediment control, installing surveillance systems and restoration of landscaping.

The work under this Contract is to be performed on: the median of the I-57 highway (Milepost 350.0 to Milepost 351.5) and Ramp L (Tollway) Mile Post 8.0 to Mile Post 349.5 in Cook County, Illinois.

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

IDOT Prequalification required:  YES  NO

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

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

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal 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](http://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 AJ Pebler at [apebler@getipass.com](mailto:apebler@getipass.com), to be received no later than 2:00 p.m. local time on November 21, 2018.

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: November 28, 2018

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

**CONTRACT NO: I-18-4433**

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, December 7, 2018, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for November 16, 2018 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 2:30PM.

The work to be done under this Contract shall be started on or about February 15, 2019. All work under this Contract shall be completed by November 15, 2019.

The work under this Contract shall consist of: widening and reconstructing the I-57 median, construction of portions of Ramp L, associated drainage, signage and pavement markings and delineation, traffic barriers, maintenance of traffic, erosion and sediment control, installing surveillance systems and restoration of landscaping.

The work under this Contract is to be performed on: the median of the I-57 highway (Milepost 350.0 to Milepost 351.5) and Ramp L (Tollway) Mile Post 8.0 to Mile Post 349.5 in Cook County, Illinois.

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

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

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

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal 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 AJ Pebler at apebler@getipass.com, to be received no later than 2:00 p.m. local time on November 26, 2018.

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: November 9, 2018



## **Lanzo, Paul**

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**From:** Curcuro, Eleanor  
**Sent:** Tuesday, December 18, 2018 10:10 AM  
**To:** Lanzo, Paul  
**Subject:** RE: Contract I-18-4433

Good Morning Paul,

The approach (clarification with bidder) and correction of typographical error appears appropriate. The bidder acknowledges they understand the specified intent, and their quoted pricing has not changed.

THA will move forward with completing their review of D Construction, Inc. for award.

Thank you,  
Eleanor

---

**From:** Lanzo, Paul  
**Sent:** Wednesday, December 12, 2018 12:23 PM  
**To:** Curcuro, Eleanor; Schafer, Tiffany  
**Cc:** Durkin, Laura; Morcos, Johnny; Kovacs, Paul; Hoagland, Christine; Mayer, Jim  
**Subject:** RE: Contract I-18-4433

All,

At 9:55 am this morning, I contacted Everett Leasure from D- Construction and asked for clarification.

At 10:01 am I received a call from Rob Mak from D Construction. Rob explained that he did see the duplicate pay item JS830030 and made a typographical error when transferring information to his estimating spreadsheet.

Rob Mak Understands and acknowledges that he is aware that both instances of pay item JS830030 are 60 foot temporary wood pole, class 4. He also acknowledged that the price supplied for both items are accurate and will be honored.

As the vendor has acknowledged their error and will honor the price supplied for the items, I recommend moving forward with award of this contract to D Construction, Inc.

Paul Lanzo  
Procurement/Contracts Manager  
Illinois Tollway - PMO  
2700 Ogden Ave  
Downers Grove, IL 60515  
Office 630-241-6800 ext. 4838  
Cell 847-505-6117  
[planzo@getipass.com](mailto:planzo@getipass.com)

HNTB << OLE Object: Picture (Device Independent Bitmap) >> Corporation  
[planzo@hntb.com](mailto:planzo@hntb.com)

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otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

---

**From:** Lanzo, Paul  
**Sent:** Wednesday, December 12, 2018 9:36 AM  
**To:** Curcuro, Eleanor; Schafer, Tiffany  
**Cc:** Durkin, Laura; Morcos, Johnny; Kovacs, Paul; Hoagland, Christine; Mayer, Jim  
**Subject:** Contract I-18-4433

All,

Per our discussion this morning, upon review of the proposal submitted by the low apparent bidder, a minor discrepancy was found with a pay item description in their bid. It is believed that this discrepancy could be the result of a typographical error.

After discussion with the SPO and Tollway Legal, Contract Services proposes to contact the vendor for clarification.

JCAR Title 44, Subtitle A, Chapter III, Section 6.220 allows the agency to contact the vendor for confirmation or clarification.

JCAR Title 44, Subtitle A, Chapter III, Section 6.230 allows correction of immaterial obvious error such as typographical errors.

The discussion with the vendor will be documented and will be included in the procurement file.

Paul Lanzo  
Procurement/Contracts Manager  
Illinois Tollway - PMO  
2700 Ogden Ave  
Downers Grove, IL 60515  
Office 630-241-6800 ext. 4838  
Cell 847-505-6117  
[planzo@getipass.com](mailto:planzo@getipass.com)  
HNTB << OLE Object: Picture (Device Independent Bitmap) >> Corporation  
[planzo@hntb.com](mailto:planzo@hntb.com)

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December 17, 2018

Mr. Kenneth Sandeno  
D. Construction, Inc.  
1488 S. Broadway  
Coal City, IL, 60416

Subject: Illinois Tollway Contract I-18-4433  
I-57 Median North of I-294, Ramp L  
Apparent Low Bidder - Additional Required Bid Documents

Dear Sandeno:

Congratulations! This letter is to inform you that D. Construction, Inc. has been determined to be the apparent low bidder on this solicitation. To complete your bid package, the Tollway is requesting the documents listed below. The required document list can be found in Volume I of the solicitation on the page titled "Documents Required from Apparent Low Bidder Upon Request from the Tollway to Complete Bid Package". In accordance with the solicitation, please provide the following documents in hard copy or electronic format no later than **5:00:00 PM on Monday December 24, 2018** to:

Contract Services – I-18-4433  
Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515  
[constructionbid@getipass.com](mailto:constructionbid@getipass.com)

**Required Documents:**

- Disadvantaged Business Enterprise Participation and Utilization (See DBE Special Provision) DBE 2025(s)
- Veterans Small Business Participation and Utilization (See VOSB Special Provision) VOSB 2025(s)
- Plant and Equipment Questionnaire and Current Contractual Obligations (See Section I # 9 and Section S)
- Responsible Bidder Affidavit (See section I #37 and Page PA-1)

Documentation Request  
Page 2

Diversity Information	DBE	Veteran
(1) Advertised Goal (percentage)	25%	2%
(2) Core Bid Amount, as verified by Tollway review of P-Pages	\$18,086,146.12	
(3) Commitment in dollars, as verified by Tollway review of Form 2026	\$4,526,025.00	\$436,227.78
(4) Commitment in percent, as calculated from (3)/(2)	25.02%	2.41%
The DBE Commitment calculated	<input checked="" type="checkbox"/> meets/exceeds the advertised goal <input type="checkbox"/> has approved waiver request	
The Veteran Commitment calculated	<input checked="" type="checkbox"/> meets/exceeds the advertised goal <input type="checkbox"/> has approved waiver request	

Nothing in this letter shall be construed as a determination of responsiveness or responsibility. The Tollway is still reviewing bids and will need time to review the supplemental documentation provided in response to this letter. This letter is not a guarantee of award, and acceptance of your bid is still subject to the approval of the Tollway and the State. D. Construction, Inc., is not to commence work on the above referenced solicitation until it receives an Authorization to Proceed from the Tollway. Thank you for your prompt attention to this matter.

In addition please be aware that once the determination of responsiveness and responsibility has been made, per the Illinois Procurement Code, section (30 ILCS 500/50-35) the Tollway will be requesting financial disclosures for all subcontractors with participation in excess of \$50,000 that have been identified in your bid package including DBE 2025, VOSB 2025 and Page 8 of the Standard Business Terms and Conditions. Delay in submitting the required financial disclosures may result in a delay in issuing Notice to Proceed.

Should you have any questions, please do not hesitate to contact me

Sincerely,



Laura Durkin  
General Manager of Engineering  
630-241-6800 Extension 4802  
ldurkin@getipass.com

CC:

- Paul Kovacs
- Greg Stukel
- AJ Pebler
- Lisa Pierotti
- Paul Lanzo
- Audra Degonia
- Kristin Hamilton
- Deanna Dinkel

File: LT\_Tollway\_LD\_4433\_PostBidDocumentRequest\_12172018\_03\_01\_10

4433 - D. CONSTRUCTION INC

**Documents Required with the Bid**

Offeror 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	✓ FORM B
Disadvantaged Business Enterprise <ul style="list-style-type: none"> <li>• DBE 2026-Utilization Plan</li> <li>• DBE 2023 if needed</li> </ul>	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. See DBE Special Provision for additional information. If goal is 0% the forms are not required.		✓ 2026
Veteran Small Business Participation and Utilization <ul style="list-style-type: none"> <li>• VOSB 2026-Utilization Plan</li> <li>• VOSB 2023 if needed</li> </ul>	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. See Veterans Special Provision for additional information. If goal is 0% the form is not required.		✓ 2026
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		N/A
Page P-1 with Addendum noted, Page P-2 with Proposal 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.		✓

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

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

<b>Agreement</b>	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
<b>Performance Bond</b>	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Payment Bond</b>	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
<b>Insurance</b>	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners
<b>Evidence of authority 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</b>		
<b>Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.</b>		
<b>Any supplemental financial or experience information if requested by the Illinois Tollway.</b>		
<b>A completed Signature Authority Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation</b>		
<b>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</b>		
<b>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: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a></b>		
<b>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.</b>		
<b>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.</b>		

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

### **1. ADVERTISEMENT FOR BIDS**

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

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

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

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

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

### **4. SCHEDULE OF PRICES**

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

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

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

### **6. PROPOSAL GUARANTY**

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

### **7. WAGE STIPULATIONS**

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

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

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

### **AMENDMENTS TO PREVAILING WAGE LAW**

Effective 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 15<sup>th</sup>** of the following month.
- Payroll records must be kept for 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 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**

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



9. **QUALIFICATIONS OF BIDDER**

The Illinois Tollway follows the procurement rules set by the Illinois Department of Transportation (IDOT) for the procurement of construction and professional services. The bidder must be prequalified by the Illinois Department of Transportation 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 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 Illinois Tollway to obtain and examine any and all financial data and experience information heretofore submitted by the bidder to any Federal, State or local unit of government without further notice.

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

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

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

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.

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

10. **AUTHORITY TO TRANSACT BUSINESS 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 Illinois Compiled Statutes, 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 submitting an offer. 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. **AUTHORITY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

The Contractor is advised that the Illinois State Toll Highway Authority has heretofore by resolution

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **RESERVED**

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

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHFX DIGITAL IMAGING at: [www.illinoistollwaybidding.com](http://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 match the final contract book P-Pages. When submitting a hard copy bid, in the event of a discrepancy between the spreadsheet schedule of prices from the online plan room, and the contract book P-Pages, the contract book P-Pages and Addenda control and take precedence over the spreadsheet schedule of prices.

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules 44 ILL ADM 6.390 through 6.440. All protests shall be in writing and filed with the CPO within 7 calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the 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 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

Email: [eec.legalstaff@illinois.gov](mailto:eec.legalstaff@illinois.gov)

401 S. Spring Street  
Suite 515 Stratton Office Building  
Springfield, IL 62706

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 years from the date of issue. The IDHR website link is below.

[http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR\\_Number.aspx](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:

- **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 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-contractors are those specifically hired to perform all or part of the work of this Contract or to provide the supplies requested by the State. In no event shall a subcontractor be allowed to start work prior to approval by the Tollway.

35. **PROCUREMENT COMPLIANCE MONITORS**

Under Public Acts 96-0795, 96-0920 and 97-0895, Agency Procurement Compliance Monitors may review contract documents and any files or records related to procurements, and will report to the Chief Procurement Officer on procurement issues that may require action, and to further report on corrective action not taken by state personnel. Additionally, the Procurement Compliance Monitors 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 employment 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 21 days following any change in facts or circumstances that might impact the Contractor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Contractor's Certification/Disclosure Forms, the Contractor's IDOT pre-qualification status, or certification or licensing required for this project. Additionally, the Contractor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Contractor, or any of its principals, that might occur while this contract is in effect. The reporting requirement does not apply to common offenses, including but not limited to minor/traffic offenses.

Further, the Contractor agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontractors relating to work performed under this agreement. The Contractor agrees

to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

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

**39. RECORD RETENTION AND AUDIT**

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

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 authority 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 proposals, 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**

<b>Proposal</b>	Return with Bid
<b>Proposal Listing All Addenda</b>	Return with Bid
<b>Bid Bond</b>	Return with Bid
<b>Forms A or Forms B Disclosures</b>	Return with Bid
<b>Disadvantaged Business Enterprise DBE 2026 and DBE 2023 (if required)</b> (Additional details including form DBE 2025(s) will be requested from the apparent low bidder.)	Return with Bid
<b>Veteran Small Business Participation VOSB 2026 and VOSB 2023 (if required)</b> (Additional details including form VOSB 2025(s) will be requested from the apparent low bidder.)	Return with Bid
<b>Equal Employment Opportunity Program</b>	Return with Bid
<b>Bid Credit Program, if applicable</b>	Return with Bid
<b>I.D.O.T. Certificate of Eligibility (if required)</b>	Return with Bid
<b>Affidavit</b>	Return with Bid
<b>Responsible Bidder Affidavit</b>	Will be Requested from the Apparent Low Bidder
<b>Bidder Preferences</b>	Return with Bid
<b>Bidder List of Individual Contacts</b>	Return with Bid
<b>Plant and Equipment Questionnaire</b>	Will be Requested from the Apparent Low Bidder
<b>Illinois Tollway Standard Terms and Conditions</b>	Return with Bid
<b>Secretary of State Certificate of Good Standing</b>	Will be Verified by the Tollway
<b>State Board of Elections</b>	Will be verified by the Tollway
<b>Illinois Department of Human Rights</b>	Will be verified by the Tollway

**Prevailing Wage rates  
for Cook County  
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNLSHR	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
Painter	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILED RIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPE FITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.85	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

**Legend**

**M-F OT** 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.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

**Explanations COOK COUNTY**

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

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

## EXPLANATION OF CLASSES

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

## CERAMIC TILE FINISHER

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

## COMMUNICATIONS ELECTRICIAN

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

## MARBLE FINISHER



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

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

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

#### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; 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. Graddall.

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

**OPERATING ENGINEER - FLOATING**

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

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

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

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



Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

#### LANDSCAPING

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. I-18-4433**

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, December 11, 2018 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: widening and reconstructing the I-57 median, construction of portions of Ramp L, associated drainage, signage and pavement markings and delineation, traffic barriers, maintenance of traffic, erosion and sediment control, installing surveillance systems and restoration of landscaping.

The services will be performed within the: median of the I-57 highway (Milepost 350.0 to Milepost 351.5) and Ramp L (Tollway) Mile Post 8.0 to Mile Post 349.5 in Cook County, Illinois.

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

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

Addendum No. 1 \_\_\_\_\_ Date November 28, 2018

Addendum No. 2 Date 12-3-18

Addendum No. 3 Date 12-5-18

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

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

Accompanying this Bid is a Bid Guaranty:

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

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract I-18-4433, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

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

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

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

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

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

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

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

The undersigned is (check one)

an individual

a Partnership

a Corporation  under the laws of the State of Illinois

having principal office at 1488 S. Broadway  
Coal City, IL 60416 and has furnished to the Authority the necessary evidence of authority to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 11<sup>th</sup> day of December, 2018, by its President, thereunto duly authorized.



Affix Corporate Seal  
or Power of Attorney Where Applicable

BY:

Information below to be typed or printed where applicable.

INDIVIDUAL:

_____	_____
Name	Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

_____	_____
Name	Address

_____	_____
Name	Address

_____	_____
Name	Address

INCORPORATED:

Kenneth Sandeno  
President



Todd Sandeno  
Vice-President



Tamara L. Hansen  
Secretary



Tamara L. Hansen  
Treasurer



## Proposal 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 **\$325,000.00**. 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 Proposal 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-18-4433 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1602	\$ 5.25		\$ 8,410.50	
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	2475	\$ 5.25		\$ 12,993.75	
*	20100500	TREE REMOVAL, ACRES	ACRES	1.5	\$ 2,415.00		\$ 3,622.50	
*	20200100	EARTH EXCAVATION	CU YD	12800	\$ 16.00		\$ 204,800.00	
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	235	\$ 35.00		\$ 8,225.00	
	20400800	FURNISHED EXCAVATION	CU YD	18540	\$ 1.00		\$ 18,540.00	
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	48	\$ 50.00		\$ 2,400.00	
*	20800150	TRENCH BACKFILL	CU YD	10897	\$ 34.00		\$ 370,498.00	
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	40890	\$ 1.50		\$ 61,335.00	
	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4869	\$ 17.00		\$ 82,773.00	
	25000210	SEEDING, CLASS 2A	ACRE	4.75	\$ 2,520.00		\$ 11,970.00	
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	511	\$ 3.15		\$ 1,609.85	
	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	428	\$ 3.15		\$ 1,348.20	
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	676	\$ 3.15		\$ 2,129.40	
	25100115	MULCH, METHOD 2	ACRE	7	\$ 2,205.00		\$ 15,435.00	
	25100830	EROSION CONTROL BLANKET	SQ YD	33756	\$ 1.21		\$ 40,847.16	
	25200200	SUPPLEMENTAL WATERING	UNIT	1090	\$ 26.25		\$ 28,612.50	
	28100105	STONE RIPRAP, CLASS A3	SQ YD	32	\$ 60.00		\$ 1,920.00	
	28200200	FILTER FABRIC	SQ YD	32	\$ 3.00		\$ 96.00	
D1	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	9830	\$ 40.00		\$ 393,200.00	
D1	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	6537	\$ 13.50		\$ 88,249.50	
	31102100	SUBBASE GRANULAR MATERIAL, TYPE C 4"	SQ YD	408	\$ 6.70		\$ 2,720.20	
D1	31200502	STABILIZED SUBBASE - HOT-MIX ASPHALT, 4 1/2"	SQ YD	7613	\$ 16.25		\$ 122,086.25	
	40800295	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	POUND	74070	\$ 0.01		\$ 740.70	
	40800982	HOT MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	206	\$ 20.00		\$ 4,160.00	
D1	40803340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1182	\$ 64.00		\$ 75,648.00	
	42001300	PROTECTIVE COAT	SQ YD	29754	\$ 0.01		\$ 297.54	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
	42100200	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 9"	SQ YD	5853	\$	55.00	\$	310,915.00
	42100380	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 13"	SQ YD	1543	\$	72.00	\$	111,096.00
	42100815	PAVEMENT REINFORCEMENT	SQ YD	7197	\$	25.00	\$	179,925.00
	42101112	LUG SYSTEM COMPLETE 12'	EACH	8	\$	21,000.00	\$	168,000.00
	44000400	GUTTER REMOVAL	FOOT	225	\$	8.00	\$	1,800.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	451	\$	8.00	\$	3,608.00
	44004250	PAVED SHOULDER REMOVAL	SQ YD	20204	\$	8.00	\$	161,632.00
	44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT	8917	\$	0.79	\$	7,044.43
	48101800	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	177	\$	9.00	\$	1,593.00
D1	48203049	HOT-MIX ASPHALT SHOULDERS, 13"	SQ YD	17195	\$	45.50	\$	782,372.50
	50102400	CONCRETE REMOVAL	CU YD	1	\$	1,000.00	\$	1,000.00
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1	\$	500.00	\$	500.00
	50200100	STRUCTURE EXCAVATION	CU YD	10575	\$	25.00	\$	264,375.00
	50800105	REINFORCEMENT BARS	POUND	695820	\$	1.30	\$	904,306.00
	51201800	FURNISHING STEEL PILES HP14x73	FOOT	22998	\$	58.00	\$	1,287,776.00
	51202305	DRIVING PILES	FOOT	22998	\$	0.01	\$	229.98
	51203800	TEST PILE STEEL HP14x73	EACH	12	\$	4,000.00	\$	48,000.00
	51204550	PILE SHOES	EACH	640	\$	150.00	\$	96,000.00
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	9520	\$	43.00	\$	409,360.00
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	81	\$	47.00	\$	3,807.00
	550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	222	\$	50.00	\$	11,100.00
	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	10	\$	100.00	\$	1,000.00
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	73	\$	80.00	\$	5,840.00
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	91	\$	50.00	\$	4,550.00
	550A0380	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	304	\$	54.00	\$	16,416.00
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	946	\$	58.50	\$	55,341.00
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	1379	\$	68.00	\$	93,772.00



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	FOOT	2012	\$ 98.00	\$ 193,152.00
	550A0470	STORM SEWERS, CLASS A, TYPE 2 42"	FOOT	328	\$ 117.00	\$ 38,142.00
	550A0480	STORM SEWERS, CLASS A, TYPE 2 48"	FOOT	1337	\$ 137.00	\$ 183,189.00
	550A0500	STORM SEWERS, CLASS A, TYPE 2 60"	FOOT	28	\$ 200.00	\$ 5,600.00
	550A0710	STORM SEWERS, CLASS A, TYPE 3 24"	FOOT	30	\$ 84.00	\$ 2,520.00
	550A0780	STORM SEWERS, CLASS A, TYPE 3 48"	FOOT	85	\$ 160.00	\$ 13,600.00
	550A0800	STORM SEWERS, CLASS A, TYPE 3 60"	FOOT	22	\$ 240.00	\$ 5,280.00
	55100500	STORM SEWER REMOVAL 12"	FOOT	254	\$ 12.00	\$ 3,048.00
	55100700	STORM SEWER REMOVAL 15"	FOOT	63	\$ 15.00	\$ 945.00
	55101200	STORM SEWER REMOVAL 24"	FOOT	11	\$ 24.00	\$ 264.00
	55101900	STORM SEWER REMOVAL 48"	FOOT	12	\$ 48.00	\$ 576.00
	55200900	STORM SEWERS JACKED IN PLACE, 24"	FOOT	181	\$ 782.00	\$ 141,542.00
	55201300	STORM SEWERS JACKED IN PLACE, 36"	FOOT	370	\$ 1,035.00	\$ 382,950.00
	55201900	STORM SEWERS JACKED IN PLACE, 48"	FOOT	475	\$ 1,629.00	\$ 773,775.00
	55201800	STORM SEWERS JACKED IN PLACE, 60"	FOOT	76	\$ 2,107.00	\$ 160,132.00
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	30	\$ 200.00	\$ 6,000.00
	80108206	PIPE UNDERDRAINS TYPE 2, 6"	FOOT	12149	\$ 17.55	\$ 213,214.95
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 2,400.00	\$ 2,400.00
	60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	1	\$ 2,550.00	\$ 2,550.00
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 2,400.00	\$ 2,400.00
	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	\$ 4,500.00	\$ 31,500.00
	60223900	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 5,600.00	\$ 5,600.00
	60224448	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	12	\$ 11,250.00	\$ 135,000.00
	60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	\$ 12,000.00	\$ 84,000.00
	60250200	CATCH BASINS TO BE ADJUSTED	EACH	2	\$ 625.00	\$ 1,250.00
	60255410	CATCH BASINS TO BE CLEANED	EACH	1	\$ 5,000.00	\$ 5,000.00
	60255500	MANHOLES TO BE ADJUSTED	EACH	6	\$ 625.00	\$ 3,750.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
	60260100	INLETS TO BE ADJUSTED	EACH	1	\$ 525.00	\$ 525.00
	60270050	DRAINAGE STRUCTURES, TYPE 4 WITH TWO TYPE 20 FRAME AND GRATES	EACH	30	\$ 7,000.00	\$ 210,000.00
	60270055	DRAINAGE STRUCTURES, TYPE 5 WITH TWO TYPE 22 FRAME AND GRATES	EACH	3	\$ 9,000.00	\$ 27,000.00
	60500050	REMOVING CATCH BASINS	EACH	10	\$ 600.00	\$ 6,000.00
	60500060	REMOVING INLETS	EACH	5	\$ 450.00	\$ 2,250.00
	60500205	FILLING CATCH BASINS	EACH	3	\$ 500.00	\$ 1,500.00
*	60618320	CONCRETE MEDIAN SURFACE, 6 INCH	SQ FT	306	\$ 10.00	\$ 3,060.00
	63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	375	\$ 28.37	\$ 10,638.75
	63100045	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	2	\$ 1,252.19	\$ 2,504.38
	63100167	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	1	\$ 3,779.82	\$ 3,779.82
	63200310	GUARDRAIL REMOVAL	FOOT	6470.5	\$ 6.89	\$ 44,581.75
	63301210	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	50	\$ 24.97	\$ 1,248.50
*	63700380	CONCRETE BARRIER, VARIABLE CROSS-SECTION 44" HEIGHT	FOOT	6247	\$ 70.00	\$ 437,280.00
	64300770	IMPACT ATTENUATORS (SEVERE USE, NARROW), TEST LEVEL 3	EACH	4	\$ 47,231.64	\$ 188,926.56
	66400305	CHAIN LINK FENCE, 6'	FOOT	1398	\$ 28.69	\$ 40,108.62
*	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	935	\$ 85.00	\$ 79,475.00
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	4	\$ 1,200.00	\$ 4,800.00
*	66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	\$ 2,500.00	\$ 2,500.00
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	DAYS	103	\$ 700.00	\$ 72,100.00
*	66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	\$ 2,500.00	\$ 2,500.00
	70300240	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	18313	\$ 0.42	\$ 8,851.46
	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	FOOT	32953	\$ 0.97	\$ 31,964.41
	70300530	PAVEMENT MARKING TAPE, TYPE III 5"	FOOT	8840	\$ 1.28	\$ 11,315.20
	70300550	PAVEMENT MARKING TAPE, TYPE III 6"	FOOT	3080	\$ 1.93	\$ 5,944.40
	70300580	PAVEMENT MARKING TAPE, TYPE III 12"	FOOT	2131	\$ 2.89	\$ 6,158.59
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	11530	\$ 0.97	\$ 11,184.10
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	914	\$ 1.93	\$ 1,764.02

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 350.0 TO MP 351.5**  
**MP 3.0 TO MP 349.5**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
	70301000	WORK ZONE PAVEMENT MARKING REMOVAL	FOOT	4876	\$	0.37	\$	1,730.12
	70400100	TEMPORARY CONCRETE BARRIER	FOOT	15625	\$	20.00	\$	312,500.00
	70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2137.5	\$	10.00	\$	21,375.00
	70400600	RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1337.5	\$	10.00	\$	13,375.00
	70600260	IMPACT ATTENUATORS, TEMPORARY (FULLY-REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	3	\$	5,000.00	\$	15,000.00
	70800270	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3	EACH	1	\$	7,000.00	\$	7,000.00
	70600332	IMPACT ATTENUATORS, RELOCATE (FULLY-REDIRECTIVE, NARROW), TEST LEVEL 3	EACH	2	\$	1,500.00	\$	3,000.00
	72000300	SIGN PANEL - TYPE 3	SQ FT	528	\$	29.14	\$	15,385.92
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	33	\$	9.71	\$	320.43
	72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	18	\$	110.25	\$	1,984.50
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	12	\$	94.50	\$	1,134.00
	73000100	WOOD SIGN SUPPORT	FOOT	18	\$	99.75	\$	1,795.50
	73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	95	\$	1,181.25	\$	112,218.75
	73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	39.8	\$	1,375.50	\$	54,489.80
	73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1	\$	10,867.50	\$	10,867.50
	73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	4	\$	1,207.50	\$	4,830.00
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	19308	\$	0.86	\$	16,604.88
	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	4576	\$	2.06	\$	9,426.56
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1231	\$	3.09	\$	3,803.79
	78004220	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 5"	FOOT	5799	\$	10.19	\$	59,061.81
	78008210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	11141	\$	1.07	\$	11,920.87
	78008220	POLYUREA PAVEMENT MARKING TYPE I - LINE 5"	FOOT	3106	\$	1.50	\$	4,659.00
	78008240	POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	1800	\$	2.40	\$	4,320.00
	78009250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	3285	\$	3.61	\$	11,858.65
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	318	\$	66.09	\$	17,838.82
	78100300	REPLACEMENT REFLECTOR	EACH	680	\$	15.75	\$	10,395.00
	78200010	BARRIER WALL REFLECTORS, TYPE B	EACH	1698	\$	10.00	\$	16,980.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 360.0 TO MP 351.5  
MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	36	\$ 10.00		\$ 360.00	
	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	318	\$ 6.00		\$ 1,908.00	
D1	81025800	CONDUIT ENCASED, REINFORCED CONCRETE, 4" DIA., PVC 2 WIDE X 1 HIGH	FOOT	5649	\$ 53.97		\$ 304,876.53	
D1	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	576	\$ 36.12		\$ 20,805.12	
D1	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	95	\$ 40.95		\$ 3,890.25	
D1	81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	589	\$ 58.39		\$ 32,085.91	
*	81028720	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA.	FOOT	103	\$ 39.17		\$ 4,034.51	
D1	81028730	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.	FOOT	99	\$ 20.69		\$ 2,048.31	
D1	81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	2785	\$ 10.61		\$ 29,548.85	
D1	81101000	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., GALVANIZED STEEL	FOOT	1735	\$ 74.13		\$ 128,615.55	
D1	81101005	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC COATED GALVANIZED STEEL	FOOT	495	\$ 75.71		\$ 37,478.45	
	81200270	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA., PVC	FOOT	6353	\$ 8.61		\$ 54,899.33	
	81300550	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 12" X 6"	EACH	2	\$ 1,108.91		\$ 2,213.82	
	81300810	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 12" X 8"	EACH	3	\$ 2,302.02		\$ 6,906.06	
	81304800	JUNCTION BOX EMBEDDED IN STRUCTURE 18" X 18" X 10"	EACH	15	\$ 200.34		\$ 3,005.10	
	81400200	HEAVY-DUTY HANDHOLE	EACH	13	\$ 4,555.43		\$ 59,220.59	
D1	81603081	UNT DUCT, 600V, 3-1/C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	4305	\$ 15.33		\$ 65,995.65	
	81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	3455	\$ 2.42		\$ 8,361.10	
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	11745	\$ 2.84		\$ 33,355.80	
D1	81800300	AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	FOOT	4810	\$ 8.61		\$ 39,692.10	
D1	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	450	\$ 9.24		\$ 4,158.00	
	87200400	SPAN WIRE	FOOT	13638	\$ 0.63		\$ 8,591.94	
*	87300925	ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	FOOT	182	\$ 1.16		\$ 211.12	
	87900200	DRILL EXISTING HANDHOLE	EACH	4	\$ 465.26		\$ 1,861.04	
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	38155	\$ 0.63		\$ 24,037.65	
*	89502390	REMOVE EXISTING HANDHOLE	EACH	17	\$ 803.33		\$ 10,256.61	
*	X0321750	REMOVE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1268	\$ 10.00		\$ 12,680.00	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
*	X0322247	MAINTENANCE OF EXISTING TRAFFIC SURVEILLANCE	L SUM	1	\$ 6,740.20		\$ 8,740.20	
*	X0322916	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	EACH	5	\$ 1,250.00		\$ 6,250.00	
TSC	X0323914	FIBER OPTIC CABLE SPLICE - LATERAL	EACH	8	\$ 4,410.00		\$ 35,280.00	
TSC	X0323957	FIBER OPTIC CABLE SPLICE - MAINLINE	EACH	2	\$ 7,590.00		\$ 15,120.00	
*	X0325349	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	638	\$ 20.00		\$ 12,760.00	
*	X0326133	TEMPORARY WOOD POLE, 45 FEET, CLASS 5	EACH	35	\$ 1,663.20		\$ 58,212.00	
*	X0326364	TEMPORARY AERIAL CABLE WITH MESSENGER WIRE	FOOT	6819	\$ 1.05		\$ 7,159.95	
*	X0326362	CONCRETE BARRIER BASE (SPECIAL)	FOOT	6247	\$ 37.00		\$ 231,139.00	
*	X0326836	REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT	EACH	3	\$ 8,989.89		\$ 26,969.67	
*	X0326967	REINFORCED CONCRETE DUCT BANK REMOVAL	FOOT	8064	\$ 18.00		\$ 145,152.00	
*	X0326968	JUNCTION BOX, POLE OR POST MOUNTED	EACH	6	\$ 2,704.28		\$ 16,225.68	
*	X0327004	TEMPORARY WOOD POLE, 60', CLASS 4	EACH	7	\$ 2,728.43		\$ 18,099.01	
TSC	X0327046	TEMPORARY CABLE INSTALLATION AND REMOVAL	L SUM	1	\$ 72,737.70		\$ 72,737.70	
*	X0327131	DRAINAGE STRUCTURES, NO. 1	EACH	5	\$ 15,000.00		\$ 75,000.00	
*	X0327132	DRAINAGE STRUCTURES, NO. 2	EACH	5	\$ 15,000.00		\$ 75,000.00	
BOE	X0327980	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	28537	\$ 1.16		\$ 33,102.92	
*	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	200	\$ 27.50		\$ 5,500.00	
D1	X4060002	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, 12.5, N80	TON	981	\$ 82.00		\$ 80,442.00	
D1	X4060006	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 12.5, N80	TON	2711	\$ 90.00		\$ 243,990.00	
*	X4400198	CONCRETE BARRIER REMOVAL (SPECIAL)	FOOT	2003	\$ 17.00		\$ 34,051.00	
*	X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	14650	\$ 1.90		\$ 27,835.00	
*	X5030225	CONCRETE STRUCTURES (SPECIAL)	CU YD	4204.1	\$ 275.00		\$ 1,156,127.50	
*	X6020298	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE	EACH	6	\$ 21,000.00		\$ 126,000.00	
*	X6050040	REMOVING MANHOLES, SPECIAL	EACH	1	\$ 1,550.00		\$ 1,550.00	
*	X6640300	CHAIN LINK FENCE REMOVAL	FOOT	1329	\$ 6.51		\$ 8,651.79	
D1	X7011015	TRAFFIC CONTROL AND PROTECTION, (EXPRESSWAYS)	L SUM	1	\$ 225,000.00		\$ 225,000.00	
D1	X7013820	TRAFFIC CONTROL SURVEILLANCE, EXPRESSWAYS	CAL DA	184	\$ 0.01		\$ 1.84	

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 360.0 TO MP 351.5**  
**MP 8.0 TO MP 349.5**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
*	X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	690	\$ 6.00		\$ 3,960.00	
*	X8130125	REMOVE EXISTING JUNCTION BOX	EACH	6	\$ 804.51		\$ 4,022.55	
*	X8140220	DOUBLE HANDHOLE (SPECIAL)	EACH	6	\$ 5,737.94		\$ 34,427.64	
TSC	X8710027	FIBER OPTIC CABLE 4 FIBERS, SINGLE MODE	FOOT	844	\$ 4.31		\$ 3,637.64	
TSC	X8710035	FIBER OPTIC CABLE 96 FIBERS, SINGLE MODE	FOOT	14780	\$ 4.20		\$ 61,992.00	
TSC	X8730246	ELECTRIC CABLE IN CONDUIT, NO. 19 25 PAIR	FOOT	8104	\$ 8.09		\$ 65,561.36	
TSC	X8730249	ELECTRIC CABLE IN CONDUIT, NO. 19 6/C	FOOT	147	\$ 8.61		\$ 1,265.67	
TSC	X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4/C, TWISTED, SHIELDED	FOOT	467	\$ 7.35		\$ 3,432.45	
*	X8730571	ELECTRIC CABLE IN CONDUIT, COAXIAL	FOOT	649	\$ 3.47		\$ 2,252.03	
TSC	X8850102	INDUCTION LOOP	FOOT	241	\$ 54.71		\$ 13,185.11	
*	Z0010600	CLEANING DRAINAGE SYSTEM	FOOT	137	\$ 22.00		\$ 3,014.00	
*	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	2	\$ 625.00		\$ 1,250.00	
D1	Z0030650	TEMPORARY INFORMATION SIGNING	SQ FT	200	\$ 25.00		\$ 5,000.00	
D1	Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	5	\$ 1,189.02		\$ 5,945.10	
BDE	Z0034105	MATERIAL TRANSFER DEVICE	TON	3692	\$ 2.50		\$ 9,230.00	
D1	Z0062456	TEMPORARY PAVEMENT	SQ YD	59	\$ 90.00		\$ 5,310.00	
*	Z0073346	SLEEPER SLAB	SQ YD	88	\$ 92.00		\$ 8,096.00	
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2634	\$ 17.00		\$ 44,778.00	
*	J1282010	SUBGRADE FILTER FABRIC	SQ YD	12547	\$ 1.75		\$ 21,957.25	
*	J1312022	STABILIZED SUBBASE - WMA, 3"	SQ YD	8386	\$ 11.25		\$ 94,342.50	
*	J1406107	ASPHALT TACK COAT	POUND	2200	\$ 0.01		\$ 22.00	
*	J1420010	PORTLAND CEMENT CONCRETE PAVEMENT 12" (JOINTED)	SQ YD	6994	\$ 63.50		\$ 444,119.00	
*	J1481040	AGGREGATE SHOULDERS, TYPE B	TON	400	\$ 26.00		\$ 10,400.00	
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	116.4	\$ 26.00		\$ 3,026.40	
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	5553	\$ 21.20		\$ 117,723.60	
*	J1482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	SQ YD	1375	\$ 35.00		\$ 48,125.00	
*	J1601300	PIPE UNDERDRAINS 6" (SPECIAL)	FOOT	691	\$ 26.55		\$ 18,346.05	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.6

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH, 6"	FOOT	2996	\$ 13.77	\$ 41,254.92
*	J1601325	PIPE UNDERDRAINS, FABRIC LINED TRENCH, 8"	FOOT	90	\$ 13.65	\$ 1,228.50
*	J1602117	CATCH BASINS, TYPE G-2, TYPE G-2 MODIFIED FRAME AND GRATE	EACH	1	\$ 4,800.00	\$ 4,800.00
*	J1602184	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	2	\$ 3,000.00	\$ 6,000.00
*	J1602231	INLETS, TYPE A, TYPE 20A FRAME AND GRATE	EACH	1	\$ 1,700.00	\$ 1,700.00
*	J1602237	INLETS, TYPE B, TYPE 20A FRAME AND GRATE	EACH	2	\$ 2,100.00	\$ 4,200.00
*	J1602333	MANHOLES, TYPE A, 6'-DIAMETER, TYPE G-2 MODIFIED FRAME AND GRATE	EACH	1	\$ 6,000.00	\$ 6,000.00
*	J1602740	DRAINAGE STRUCTURES, TYPE 4 WITH TWO TYPE 20A FRAMES AND GRATES	EACH	10	\$ 7,800.00	\$ 78,000.00
*	J1602745	DRAINAGE STRUCTURES, TYPE 5 WITH TWO TYPE 22A FRAMES AND GRATES	EACH	3	\$ 6,800.00	\$ 20,400.00
*	J1609016	GUTTER, TYPE G-2, MODIFIED	FOOT	216	\$ 25.00	\$ 5,400.00
*	J1609050	CONCRETE GUTTER (SPECIAL)	FOOT	422	\$ 25.00	\$ 10,550.00
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	662.5	\$ 28.37	\$ 18,795.13
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	1	\$ 3,779.84	\$ 3,779.84
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	1	\$ 3,779.84	\$ 3,779.84
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	3	\$ 1,252.19	\$ 3,756.57
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	2	\$ 498.65	\$ 997.30
*	J1637001	CONCRETE BARRIER BASE	FOOT	68	\$ 51.00	\$ 3,519.00
*	J1637013	CONCRETE BARRIER BASE, VARIABLE HEIGHT	FOOT	1814	\$ 36.00	\$ 65,304.00
*	J1637014	CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT	FOOT	1814	\$ 72.00	\$ 130,608.00
*	J1637018	CONCRETE BARRIER BASE, VARIABLE HEIGHT (SPECIAL)	FOOT	64	\$ 74.00	\$ 4,736.00
*	J1637019	CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT (SPECIAL)	FOOT	64	\$ 350.00	\$ 22,400.00
*	J1637030	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	723	\$ 70.50	\$ 50,971.50
*	J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	723	\$ 40.00	\$ 28,920.00
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	2410	\$ 2.80	\$ 6,748.00
*	J1680120	SLOPED HEADWALLS, TYPE III, 6", 1:3	EACH	14	\$ 1,732.50	\$ 24,255.00
*	J1680122	SLOPED HEADWALLS, TYPE III, 15", 1:3	EACH	1	\$ 600.00	\$ 600.00
*	J1680135	SLOPED HEADWALLS, TYPE III, 24", 1:4	EACH	1	\$ 1,800.00	\$ 1,800.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.6  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	4489	\$ 20.00	\$ 89,380.00
*	J1708281	IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EACH	1	\$ 47,748.19	\$ 47,748.19
*	J1725000	TERMINAL MARKER - DIRECT APPLIED	EACH	2	\$ 46.82	\$ 93.24
*	J1782012	GUARDRAIL BARRIER DELINEATOR, REFLECTOR MARKER TYPE B	EACH	27	\$ 9.32	\$ 251.64
*	J1782020	CONCRETE BARRIER DELINEATOR, REFLECTOR MARKER TYPE C	EACH	54	\$ 15.00	\$ 810.00
*	J1810276	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL	FOOT	20	\$ 75.18	\$ 1,503.60
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	6	\$ 2,500.00	\$ 15,000.00
**	JS120710	ENERGY ATTENUATOR	EACH	2	\$ 39,208.37	\$ 78,416.74
**	JS120715	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	240	\$ 5.00	\$ 1,200.00
**	JS250220	SEEDING, CLASS 2E	ACRE	1.25	\$ 2,835.00	\$ 3,543.75
**	JS250318	SEEDING, CLASS 4F	ACRE	1.5	\$ 3,045.00	\$ 4,567.50
**	JS250320	SEEDING, CLASS 5	ACRE	1.5	\$ 4,725.00	\$ 7,087.50
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	8	\$ 630.00	\$ 5,040.00
**	JS280050	SILT FENCE	FOOT	9653	\$ 2.89	\$ 27,897.17
**	JS280051	RE-ERECT SILT FENCE	FOOT	1931	\$ 2.10	\$ 4,055.10
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	3333	\$ 0.01	\$ 33.33
**	JS280100	SUPER SILT FENCE	FOOT	40	\$ 30.45	\$ 1,218.00
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	7.5	\$ 2,205.00	\$ 16,537.50
**	JS280151	SAME-DAY STABILIZATION	SQ YD	861	\$ 0.11	\$ 94.71
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	128	\$ 115.50	\$ 14,784.00
**	JS280305	TEMPORARY DITCH CHECK	FOOT	50	\$ 15.75	\$ 787.50
**	J8670C00	FIELD OFFICE, TYPE C	CAL MO	8	\$ 5,000.00	\$ 40,000.00
*	J8671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$ 530,000.00	\$ 530,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	\$ 423,830.00	\$ 423,830.00
**	J8810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	1030	\$ 9.14	\$ 9,414.20
**	J8810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	FOOT	325	\$ 34.86	\$ 11,329.50
**	J8811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	265	\$ 44.31	\$ 11,742.15



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.6  
MP 351.6 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	525	\$ 7.25		\$ 3,806.25	
**	JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	EACH	5	\$ 415.28		\$ 2,076.40	
**	JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	EACH	1	\$ 3,940.02		\$ 3,940.02	
**	JS816072	UNIT DUCT, WITH 2-1/C NO. 2 AND 1/C NO. 4 GROUND, 800V (XLP-TYPE USE), 2" DIA. CNC	FOOT	195	\$ 14.07		\$ 2,743.65	
**	JS816076	UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 800V (XLP-TYPE USE), 2" DIA. CNC	FOOT	1350	\$ 15.12		\$ 20,412.00	
*	JS817010	ELECTRIC CABLE IN CONDUIT 2/C NO. 6 AND NO. 8 GROUND	FOOT	147	\$ 7.88		\$ 1,158.36	
*	JS817014	ELECTRIC CABLE IN CONDUIT NO. 14 3/C	FOOT	649	\$ 3.78		\$ 2,453.22	
**	JS817211	ELECTRIC CABLE IN CONDUIT, 800V (XLP-TYPE USE) 1/C NO. 10	FOOT	1290	\$ 1.89		\$ 2,439.10	
**	JS817214	ELECTRIC CABLE IN CONDUIT, 800V (XLP-TYPE USE) 1/C NO. 4	FOOT	2880	\$ 2.52		\$ 7,257.60	
**	JS817215	ELECTRIC CABLE IN CONDUIT, 800V (XLP-TYPE USE) 1/C NO. 2	FOOT	10820	\$ 2.94		\$ 31,810.80	
**	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	13	\$ 710.43		\$ 9,235.59	
**	JS821110	UNDERPASS LUMINAIRE, LED	EACH	5	\$ 1,448.99		\$ 7,232.95	
**	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	9	\$ 3,845.84		\$ 34,612.56	
**	JS830030	TEMPORARY WOOD POLE, 60 FT., CLASS 4	EACH	2	\$ 2,728.43		\$ 5,456.86	
**	JS830013	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	EACH	4	\$ 3,807.09		\$ 15,228.36	
**	JS830030	TEMPORARY WOOD POLE, 50 FT., CLASS 4	EACH	2	\$ 2,728.43		\$ 5,456.86	
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	9	\$ 1,178.95		\$ 10,592.55	
**	JS848001	MAINTAIN LIGHTING SYSTEM	L SUM	1	\$ 5,945.10		\$ 5,945.10	
*	JT132727	CAMERA CONTROL CABLE	FOOT	649	\$ 4.41		\$ 2,862.09	
TSC	JT160182	FIBER OPTIC INNERDUCT 1" DIA.	FOOT	8104	\$ 5.38		\$ 43,437.44	
*	JT211A11	SUBGRADE AGGREGATE 12 IN	CU YD	6583	\$ 40.00		\$ 263,320.00	
*	JT548000	TELEVISION INSPECTION OF SEWER	FOOT	4855	\$ 4.70		\$ 22,818.50	
*	JT637023	CONCRETE MEDIAN BARRIER TRANSITION, TYPE V-F	FOOT	69	\$ 250.00		\$ 17,250.00	
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	320	\$ 0.55		\$ 176.00	
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	400	\$ 13.25		\$ 5,300.00	
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	64	\$ 16.50		\$ 1,388.00	
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	21	\$ 99.00		\$ 2,079.00	

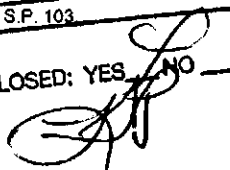
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SCHEDULE OF PRICES  
CONTRACT NO. I-18-4433  
I-57 MEDIAN CONSTRUCTION AND RAMP L  
MP 350.0 TO MP 351.5  
MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		AMOUNT	
					DOLLARS		DOLLARS	
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	17	\$ 396.00		\$ 6,732.00	
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	45	\$ 110.00		\$ 4,950.00	
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	210	\$ 22.00		\$ 4,620.00	
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	84	\$ 20.00		\$ 1,680.00	
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	21	\$ 80.00		\$ 1,680.00	
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	17	\$ 240.00		\$ 4,080.00	
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	33	\$ 80.33		\$ 2,650.89	
*	JT728040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	1	\$ 250.00		\$ 250.00	
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	816	\$ 11.84		\$ 9,661.44	
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	352	\$ 16.11		\$ 5,670.72	
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	816	\$ 1.58		\$ 1,289.28	
*	JT900580	CHEMICALLY STABILIZED SUBGRADE, 8"	SQ YD	12547	\$ 6.35		\$ 79,873.45	
TOTAL AMOUNT OF CORE WORK							\$ 18,086,148.12	
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	377,000.00		377,000.00	
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	20000	\$ 1.00		\$ 20,000.00	
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	20000	\$ 1.00		\$ 20,000.00	
*	JT154004	SAWCUTTING AND REMOVAL OF EDGE DETERIORATION REPAIR	UNIT	20000	\$ 1.00		\$ 20,000.00	
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20000	\$ 1.00		\$ 20,000.00	
*	JT154008	TEMPORARY IMPACT ATTENUATOR REPLACEMENT/REPAIR	UNIT	20000	\$ 1.00		\$ 20,000.00	
*	JT154007	TEMPORARY CONCRETE BARRIER WALL, REPLACEMENT/REALIGNMENT	UNIT	20000	\$ 1.00		\$ 20,000.00	
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	30000	\$ 1.00		\$ 30,000.00	
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	40000	\$ 1.00		\$ 40,000.00	
*	JT155100	COMMUNITY HIRING INCENTIVE	HOURS	100000	\$ 1.00		\$ 100,000.00	
*	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 S.P. 108.02 (e)	DAY			\$ (300.00)		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 SCHEDULE OF PRICES  
 CONTRACT NO. I-18-4433  
 I-57 MEDIAN CONSTRUCTION AND RAMP L  
 MP 350.0 TO MP 351.5  
 MP 8.0 TO MP 349.5

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS
*	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b)(1)	INC/DAY		SEE NOTE 1	
*	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 STD. SUPPL. SPEC. 670.01 (b)	DAY		\$ (500.00)	
*	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		\$ (2,500.00)	
*	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		\$ (2,500.00)	
*	999NEG39	FAILURE TO RESPOND TO REPAIR IMPACT ATTENUATORS PER TOLLWAY SUPPL. SPEC. 701.01 (b)(3)	OCCUR		\$ (2,500.00)	
*	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		\$ (100.00)	
*	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		\$ (2,500.00)	
*	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL. DAY		\$ (8,000.00)	
*	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL. DAY		\$ (8,000.00)	
*	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL. DAY		\$ (8,000.00)	
*	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		\$ (10,000.00)	
*	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		\$ (1,000.00)	
*	999NEG58	LIQUIDATED DAMAGES FOR IDOT TSC COMMUNICATIONS INTERUPTION PER SPECIAL PROVISION FOR "TEMPORARY AERIAL CABLE WITH MESSENGER WIRE (FIBER OPTIC NO. 62.5/125 96F) "	HOURL		\$ (5,000.00)	
*	999NEG90	ONE LANE OR RAMP BLOCKED IMPROPERLY ON I-57 PER THE SPECIAL PROVISION FOR "FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC - I-57"	OCCUR		\$ (3,000.00)	
*	999NEG91	TWO LANES BLOCKED IMPROPERLY ON I-57 PER THE SPECIAL PROVISION FOR "FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC - I-57"	OCCUR		\$ (5,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						\$ 667,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						\$ 18,753,148.12
ECP BID CREDIT						\$ -
AWARD CRITERIA						\$ 18,753,148.12

Note 1: The deduction will be according to Article 280.02 (b) (1) Table A.

OPENED 12/11/2018  
 BOND OR CHECK ENCLOSED: YES NO  


The Contractor shall complete all work under this Agreement for the performance of Contract No. I-18-4433 as specified in S.P. 103

Special Provison Legend:

\* INDICATES SPECIAL PROVISION

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**SCHEDULE OF PRICES**  
**CONTRACT NO. I-18-4433**  
**I-57 MEDIAN CONSTRUCTION AND RAMP L**  
**MP 350.0 TO MP 351.6**  
**MP 8.0 TO MP 349.5**

S.P.	PAY ITEM NUMBER	DESIGNATION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
					DOLLARS	DOLLARS

- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATION
- \*\*\* INDICATES IDOT RECURRING/SUPPLEMENTAL SPECIAL PROVISIONS
- BDE INDICATES IDOT BDE SPECIAL PROVISIONS
- D1 INDICATES IDOT DISTRICT 1 SPECIAL PROVISIONS
- GBSP INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISIONS
- TSC INDICATES IDOT TRAFFIC SYSTEMS CENTER SPECIAL PROVISIONS

## **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. Offers submitted without FORMS A or FORMS B shall be deemed non-responsive.

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

FORMS B contains three forms and shall be returned by Offerors 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 bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or sub-contractor under the Section, and 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-18-4433  
(Enter Tollway Contract Number)

**SUBMITTING BIDDER:** D. Construction, Inc.  
(Enter Name of Firm)

**ADDRESS:** 1488 S. Broadway  
Coal City, Ill. 60416

STATE OF ILLINOIS    )  
  )  
COUNTY OF Grundy                                     )         SS

The Affiant, Kenneth Sandeno, being first duly sworn, upon oath  
deposes and says:

1. That the Affiant is President of D. Construction, Inc. who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as I-18-4433 (enter Tollway contract number), between the Bidder and the Owner;
2. The Affiant hereby states that the Bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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

  
**SIGNATURE OF AFFIANT**

**SUBSCRIBED AND SWORN BEFORE ME THIS 19 DAY OF December, 20 18.**



  
**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:

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*N/A*

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Signature of Authorized Representative:

[Redacted Signature]

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Printed Name of Authorized Representative:

*Kenneth Sandoz - President*

---

Vendor Name:

*D. Construction, Inc.*

---

Date:

*12.11.18*

---

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. I-18-4433**

**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	<i>Everett Leasure</i>	<i>815-634-2555</i>	<i>e.leasure@deconstruction.com</i>
Bid Guaranty	<i>Tamara L. Hansen</i>	<i>815-634-2555</i>	<i>t.hansen@deconstruction.com</i>
DBE 2026	<i>Colt Maki</i>	<i>815-634-2555</i>	<i>c.maki@deconstruction.com</i>
EEO Program	<i>Lori Pierard</i>	<i>815-634-2555</i>	<i>lpierard@deconstruction.com</i>
VOSB 2026	<i>Colt Maki</i>	<i>815-634-2555</i>	<i>c.maki@deconstruction.com</i>
Financial Disclosures Forms A or Forms B	<i>Tamara L. Hansen</i>	<i>815-634-2555</i>	<i>t.hansen@deconstruction.com</i>
IDOT Certificate of Eligibility	<i>Tamara L. Hansen</i>	<i>815-634-2555</i>	<i>t.hansen@deconstruction.com</i>
Non-Collusion Affidavit – Page R4	<i>Tamara L. Hansen</i>	<i>815-634-2555</i>	<i>t.hansen@deconstruction.com</i>

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. I-18-4433

AFFIDAVIT

State of Illinois )  
County of Grundy ) SS

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

That his/her name is Neerth Jackson and he/she resides at

[Redacted]  
and his/her office is at 1488.5 Broadway, Coal City, IL 60420 That he/she makes, and is authorized to make

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

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in Contract No. I-18-4433 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Bid is made without reference to any other Bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Bid; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said Bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Bid for said Contract, directly or indirectly.

[Redacted]  
(Affiant)

Sworn to before me and subscribed in my presence this 11<sup>th</sup> day of December 2018.

[Redacted]  
(Notary Public)

My Commission Expires: 11/17/2022



**CONTRACT NO. I-18-4433**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

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

**1. KEY PERSONNEL**

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

**(USE BLACK INK ONLY)**

<b>NAME</b>	<b>TITLE OR POSITION IN THE FIRM</b>	<b>FUNCTION ON THIS PROJECT</b>	<b>YEARS WITH THE FIRM</b>	<b>YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK</b>
Bill Savoree	Project Manager	Manage & oversee project	15	34
Ricky Gaeta	Project Engineer	Provide support & assistance to PM	1	5

CONTRACT NO. I-18-4433

PLANT AND EQUIPMENT QUESTIONNAIRE

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

2a) EQUIPMENT OWNED

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

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

## Equipment Inventory

ID	Name	ID	Name
201	JD 510C BACKHOE	2016	JD 892 TRACKHOE
202	JD 410 BACKHOE	2017	JD MC CRAWLER
205	FORD 545 UTILITY TRACTOR	2018	CEC CRUSHER
206	FARMALL 'M' TRACTOR	2019	VIPER HYD BOOM W/CRUSHER
214	GALLION G118C GRADER	2020	JD 410C BACKHOE
215	JD 770 GRADER	2022	JD 230 TRACKHOE
225	AUSTIN CHERRY PICKER 410	2023	JD 510D BACKHOE
226	B/E 60T TRUCK CRANE	2024	HYSTER C832B SHEEPSFOOT
232	MORGAN MU-65 CONCRETE PUMPER	2025	HYSTER C850B ROLLER
245	SHEEPSFOOT PULL TYPE	2026	JD 7775 SKIDDER
251	GEHL CP400 GOLD PLANER	2027	48" PALLET FORKS
254	GOMACO BRIDGE DECK MACH.	2028	COMPACTION 28" WHEEL
255	JD 485D TRACKHOE	2029	KOBEX H.D. THUMB
258	MINNICH H-5 GANG DRILL #1	2030	KOMATSU WA500 LOADER / MORRIS CRUSHER
259	MINNICH H-5 GANG DRILL #2	2031	JD 624H LOADER
260	CUB TRACTOR	2032	WOODS GHT72 ROTO-TILLER
262	JD 450G DOZER	2033	CAT 963B LOADER
264	SWEEPSTER MRH BROOM FOR SKIDDER	2034	LOWE POST HOLE AUGER
265	B/E 30B CRANE 50 TON	2037	LULL 6K-37 FORKLIFT
269	GRADALL G660E	2038	KOMATSU WA-880 LOADER
271	BLAW KNOX RW195 ROAD WIDENER	2039	CAT P8130 9-WHEEL ROLLER
275	JD 862B SCRAPER	2040	CAT D8N DOZER
276	JD 862B SCRAPER BLK STRIPE	2041	SNORKELIFT TBA80
278	MKT PILE DRIVER (V-5B)	2042	HYSTER C766C ROLLER
279	WOODS LANDSCAPE BOX	2043	VERMEER D24-40A BORING MACHINE
281	LOWE POST HOLE DIGGER/AUG	2044	JD 450LC TRACKHOE
282	WACKER RD880V ROLLER	2045	GEHL DL6H FORKLIFT
284	CAT V30B FORKLIFT	2046	HYSTER C747B ROLLER
285	IH WHEEL DISK 13.5 FT	2047	JD 310E BACKHOE
286	WOODS 6 ROTARY MOWER	2048	JD 310SE BACKHOE
287	KOMATSU FD40T FORKLIFT	2049	GEHL SL5635SX 8KIDSTEER
288	JD 510D 4X4 BACKHOE	2051	CAT 963B LOADER
290	ROME CONSTRUCTION DISK	2052	B/G 2455C TRACK PAVER
291	TADANO TR250E-1 HYDRO	2053	GROVE SM2633BE MANLIFT
293	N/H LX 665	2055	JD 270 TRACKHOE
294	BRUSH BANDIT CHIPPER	2056	VERMEER WHEEL SAW
295	JD 590D TRACKHOE	2057	JD 330 TRACKHOE
296	IH T-9 TRAXCATOR	2059	GEHL SL6635 SKIDSTEER
299	3 POINT MOUNTED DISC	2060	DEMAG 100T CRANE
2001	INT 7' 3 POINT BLADE	2061	BIDWELL B36201 MACHINE
2002	VERMEER V8550 TRENCHER	2062	CAT D6M LGP CAT
2003	SIMON AT60D MANLIFT	2063	TEREX RT230 PICKER
2004	DELMAG DIESEL PILE DRIVER	2064	JD 770BH GRADER
2006	BOAT - PONTON	2065	MOXY MT30S-3 6X6 TRUCK
2008	JD 410D BACKHOE	2066	MOXY MT30S-3 6X6 TRUCK
2009	HYSTER C778A ROLLER	2067	HYSTER C832B SHEEPSFOOT
2010	JD 6675 SKIDDER	2072	ROME 12' OFFSET DISK
2011	JD 6675 SKIDDER	2073	RING-O-MATIC JET VAC
2012	HYPAC C747B ROLLER	2074	JD 330 TRACKHOE
2013	FORKS 48" FOR JD SKIDDERS	2075	JD 230 TRACKHOE
2014	CASE 1845C SKIDSTER	2076	GRADALL XL4100

## Equipment Inventory

ID	Name	ID	Name
2077	LA BOUNTY SHEAR	2131	SKYJACK SCISSOR LIFT 30-34' 4x4
2078	JD 270 TRACKHOE	2132	KOMATSU D21P-7 DOZER
2079	GOMACO GT-3600 CURB MACHINE	2133	JD 750 EXCAVATOR
2080	GEHL SL4835 SKIDSTEER	2134	MOVAX PILE DRIVER SP-80
2081	JD 250 SKIDDER	2135	HYPAC C778B ROLLER
2082	HYSTER C350BD	2136	CAT 973 LOADER
2083	SKYTRAK 8042 FORKTRUCK	2137	ROADTEC RX70B GRINDER
2085	JD 250 SKIDDER	2138	HITACHI 330 EXCAVATOR
2086	JD 700 DOZER	2139	BOMAG ROLLER BW211D-3
2087	JD 250 SKIDDER	2140	BOMAG ROLLER BW211D-3
2088	JD 862B SCRAPER	2141	JD 330 TRACKHOE
2089	JD 862B SCRAPER	2142	CAT 262 SKIDLOADER
2090	JD 862B SCRAPER	2143	SNORKELIFT TBA80 4x4 BOOM LIFT
2091	C-HOOK #66	2144	JD 772CH GRADER
2092	CAT D6M LGP	2145	HYPAC C754B ROLLER
2093	HYPAC C778B ROLLER	2146	HYPAC C747B ROLLER
2094	SHEEPSFOOT 815F	2147	HYSTER H80XL FORKLIFT
2095	HYPAC C830B	2148	GRADALL XL4100
2096	GOMACO 9500 TRIMMER	2149	CAT 973 LOADER
2097	GOMACO 2800 PAVER	2150	HYPAC C768C ROLLER
2098	PAVER SAVER MACHINE	2151	JD 550J DOZER
2099	B/G 2455C PAVER	2152	JD 700H DOZER
2100	JD 4210 TRACTOR	2153	CASE 90XT SKIDDER
2101	MOXY MT3053	2154	CASE 75XT SKIDDER
2104	ASPHALT PLANT - MORRIS	2155	CASE 75XT SKIDDER
2105	KOMATSU WA500 LOADER / MORRIS ASPHALT	2156	DRILL w/ LEADS H-9
2106	LORAIN MC1 150 CRANE	2157	JD 450H DOZER
2107	HYPAC C778B ROLLER	2158	MUSTANG SKIDSTEER 2086HF
2108	1/2 RT FORK TRUCK	2159	MANITOWOC CRANE 88 TON
2109	HITACHI 330	2160	CAT AP1055D PAVER
2110	ROADTEC 2500C SHUTTLE BUGGY	2161	JD 27CBTS MINI EXCAVATOR
2111	BLAWKNOX 3200 PAVER	2162	SKYTRAK 4x4 FORKLIFT
2112	1/2 RT 110HF ROLLER	2163	CASE 586G R T FORKLIFT
2113	CEC JAW CRUSHER	2164	B/E CHERRY PICKER
2114	B/G 225B PAVER	2165	WIRTGEN GRINDER W2100
2115	HYSTER H80E FORKLIFT	2166	TEREX TA-35 6x6 DUMP
2116	GROVE CRANE RT733 ROUGH TERRAIN	2167	TEREX TA-35 6x6 DUMP
2117	INGRAM AE375 ROLLER 3 WHEEL STATIC		Asphalt Plant - Rockdale, IL
2118	DAWSON 1200 HYD HAMMER		Asphalt Plant - Morris, IL
2119	FERGUSON ROLLER 8-12B		Asphalt Plant - Hazel Crest, IL
2120	JD 772CH GRADER		
2121	JD 410E COMBO BACKHOE		
2122	JLG 600SC BOOM LIFT		
2123	MILLER MB100 PAVER		
2124	JLG 3394RT Scissor Lift		
2125	JD 230CLC EXCAVATOR		
2126	SNORKELIFT TBA80 4x4		
2127	SKYJACK SCISSOR LIFT 30-34' 4x4		
2128	KOMATSU WA500-3LK LOADER - ROCKDALE		
2129	JD 650J DOZER		
2130	BROCE BROOM RJ350		

**CONTRACT NO. I-18-4433  
PLANT AND EQUIPMENT QUESTIONNAIRE**

**2b) EQUIPMENT TO BE LEASED OR RENTED**

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	PROPOSED RENTER OR LESSOR
		<b>N / A</b>			



**CONTRACT NO. I-18-4433**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

**2c) EQUIPMENT TO BE PURCHASED**

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR	APPROXIMATE COST
		<b>N / A</b>			

**CONTRACT NO. I-18-4433**

**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
Electrical	See attached quote	9.28%	\$1,677,500	Aldridge Electric
Striping	See attached quote	.88%	\$158,600	Marking Specialists Corp.
Landscaping	See attached quote	.99%	\$178,500	Natural Creations Landscaping, Inc.
Signage	See attached quote	1.10%	\$197,500	S&J Construction Co., Inc.
Underdrain	See attached quote	1.57%	\$284,000	Gardenscape Contractors, Inc.
Aggregate, barrier wall	See attached quote	8.49%	\$1,536,000	Double "G" Excavating
Rebar	See attached quote	4.29%	\$775,300	MA Rebar Services, Inc.

26.60%

**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.

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844 E. Rockland Road  
Libertyville, IL 60048

Telephone - (847) 680-5200

ESTIMATING ADMINISTRATOR: Nikki Vizzini  
PHONE #: 847-247-5273  
FAX #: 847-680-5233

ESTIMATOR: Brian Floral  
PHONE#: 847-321-8331

PROJECT: I-18-4433 - I-57 North of I-294 - Ramp L  
ESTIMATE: 181182  
DUE DATE: 12/11/2018  
NOTE: Quotation Firm for 30 Days

Pay Item	Description	Quantity	Unit	Unit Price	Total
81025600	CONDUIT ENCASED, REINFORCED CONCRETE, 4" DIA., PVC 2 WIDE X 1 HIGH	5649	FOOT	51.40	290,358.60
81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	576	FOOT	34.40	19,814.40
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	95	FOOT	39.00	3,705.00
81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	569	FOOT	53.70	30,555.30
81028720	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA.	103	FOOT	37.30	3,841.90
81028730	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.	99	FOOT	19.70	1,950.30
81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	2785	FOOT	10.10	28,128.50
81101000	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., GALVANIZED STEEL	1735	FOOT	70.60	122,491.00
81101005	CONDUIT ATTACHED TO STRUCTURE, 4" DIA., PVC COATED GALVANIZED STEEL	495	FOOT	72.10	35,689.50
81200270	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA., PVC	6353	FOOT	8.20	52,094.60
81300550	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 12" X 6"	2	EACH	1,054.20	2,108.40
81300810	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 12" X 8"	3	EACH	2,192.40	6,577.20
81304800	JUNCTION BOX EMBEDDED IN STRUCTURE 18" X 18" X 10"	15	EACH	1,990.80	29,862.00
81400200	HEAVY-DUTY HANDHOLE	13	EACH	4,338.50	56,400.50
81603081	UNIT DUCT, 600V, 3-1C NO.2, 1/2" NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	4305	FOOT	14.60	62,853.00
81702140	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2 NO. 4	3455	FOOT	2.30	7,946.50
81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2 NO. 2	11745	FOOT	2.70	31,711.50
81800300	AERIAL CABLE, 3-1/2 NO. 2 WITH MESSENGER WIRE	4610	FOOT	8.20	37,802.00
81800400	AERIAL CABLE, 4-1/2 NO. 2 WITH MESSENGER WIRE	450	FOOT	8.80	3,960.00
87200400	SPAN WIRE	13838	FOOT	0.60	8,182.80
87300925	ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	182	FOOT	1.10	200.20
87900200	DRILL EXISTING HANDHOLE	4	EACH	443.10	1,772.40
89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	38155	FOOT	0.60	22,893.00
89502380	REMOVE EXISTING HANDHOLE	17	EACH	574.60	9,768.20
X0322247	MAINTENANCE OF EXISTING TRAFFIC SURVEILLANCE	1	L SUM	8,324.00	8,324.00

X0323914	FIBER OPTIC CABLE SPLICE - LATERAL	8	EACH	4,200.00	33,600.00
X0323957	FIBER OPTIC CABLE SPLICE - MAINLINE	2	EACH	7,200.00	14,400.00
X0328133	TEMPORARY WOOD POLE, 45 FEET, CLASS 5	35	EACH	1,584.00	55,440.00
X0328364	TEMPORARY AERIAL CABLE WITH MESSENGER WIRE	6819	FOOT	1.00	6,819.00
X0328836	REMOVE AND REINSTALL VIDEO CAMERA AND EQUIPMENT	3	EACH	8,561.80	25,685.40
X0328988	JUNCTION BOX, POLE OR POST MOUNTED	6	EACH	2,575.50	15,453.00
X0327004	TEMPORARY WOOD POLE, 60', CLASS 4	7	EACH	2,598.50	18,189.50
X0327048	TEMPORARY CABLE INSTALLATION AND REMOVAL	1	L SUM	69,274.00	69,274.00
X8130125	REMOVE EXISTING JUNCTION BOX	5	EACH	766.20	3,831.00
X8140220	DOUBLE HANDHOLE (SPECIAL)	6	EACH	5,464.70	32,788.20
X8710027	FIBER OPTIC CABLE 4 FIBERS, SINGLE MODE	844	FOOT	4.10	3,460.40
X8710035	FIBER OPTIC CABLE 96 FIBERS, SINGLE MODE	14760	FOOT	4.00	59,040.00
X8730246	ELECTRIC CABLE IN CONDUIT, NO. 19 25 PAIR	8104	FOOT	7.70	62,400.80
X8730249	ELECTRIC CABLE IN CONDUIT, NO. 19 6/C	147	FOOT	8.20	1,205.40
X8730312	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4/C, TWISTED, SHIELDED	467	FOOT	7.00	3,269.00
X8730571	ELECTRIC CABLE IN CONDUIT, COAXIAL	849	FOOT	3.30	2,141.70
X8850102	INDUCTION LOOP	241	FOOT	52.10	12,556.10
Z0033028	MAINTENANCE OF LIGHTING SYSTEM	5	CAL MO	1,132.40	5,662.00
J1810276	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL	20	FOOT	71.60	1,432.00
JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	1	L SUM	138,376.00	138,376.00
JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	1030	FOOT	8.70	8,961.00
JS810879	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	325	FOOT	33.20	10,790.00
JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	285	FOOT	42.20	11,183.00
JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	525	FOOT	6.90	3,622.50
JS813022	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	5	EACH	395.50	1,977.50
JS813083	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	1	EACH	3,752.40	3,752.40
JS816072	UNIT DUCT, WITH 2-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	195	FOOT	13.40	2,613.00
JS816078	UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	1350	FOOT	14.40	19,440.00
JS817010	ELECTRIC CABLE IN CONDUIT 2/C NO. 6 AND NO. 8 GROUND	147	FOOT	7.50	1,102.50
JS817014	ELECTRIC CABLE IN CONDUIT NO. 14 3/C	649	FOOT	3.60	2,338.40
JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	1290	FOOT	1.80	2,322.00
JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	2880	FOOT	2.40	6,912.00
JS817215	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	10820	FOOT	2.80	30,296.00
JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	13	EACH	676.80	8,795.80
JS821110	UNDERPASS LUMINAIRE, LED	5	EACH	1,377.70	6,888.50
JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	9	EACH	3,662.70	32,964.30
JS830013	WALL MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 12 FT. MAST ARM	4	EACH	3,625.80	14,503.20
JS830030	TEMPORARY WOOD POLE, 80 FT., CLASS 4	2	EACH	2,598.50	5,197.00
JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	9	EACH	1,120.90	10,088.10
JS848001	MAINTAIN LIGHTING SYSTEM	1	L SUM	5,662.00	5,662.00
JT132727	CAMERA CONTROL CABLE	649	FOOT	4.20	2,725.80
JT160192	FIBER OPTIC INNERDUCT 1" DIA.	8104	FOOT	5.10	41,330.40
				<b>Base Bid:</b>	<b>1,677,477.70</b>

**SCOPE NOTES:**

- 1 Aldridge will require the following lane closures:  
Three (3) Triple Lane Closures

- Three (3) Double Lane Closures
- Thirty (30) Single Lane Closures
- 2 Item JS830013 Wall Mount LP - AE only including incidental anchor bolts & Bolt Template.
- All associated wall items by GC.

**INCLUSIONS:**

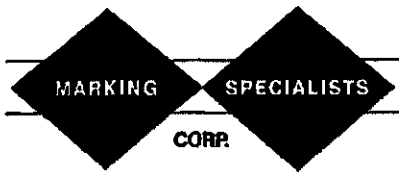
- 1 DBE Option #1 (DND & Midco) in the amount of \$403,878.23 is included in our base bid.  
DND Value - \$303,457.50 Midco Value - \$100,420.73
- 2 VOSB Option #1 (DND Elec) in the amount of \$303,457.50
- 3 Please note if DBE Option #1 is used, VOSB Option #1 cannot be used. DND participation can either be used for DBE or VOSB, not both. Please see above options.
- 4 AE has included all sign grounding, as required.

**EXCLUSIONS:**

- 1 Ductbank removal & backfill. AE will disconnect and make safe.
- 2 Layout
- 3 Landscaping/Restoration
- 4 Rock Excavation
- 5 Spoil Removal Estimated Cu Yds: 650.00
- 6 Clearing and Grubbing
- 7 Hazardous Waste Handling, Removal, or Testing
- 8 Lane Closures, Traffic Control & Protection are excluded and require that Aldridge Electric be named as additionally insured by company providing TC&P.
- 9 QC/QA Inspection and/or Testing. Est Conc Pours: 45.00
- 10 All concrete & concrete placement, form work, falsework, and templates necessary to secure embeds & guarantee the integrity of these items throughout the work by other trades will be the **SOLE** responsibility of the GC.
- 11 Temporary support and/or bracing of existing utilities to avoid settlement, shifting, and/or displacement will be coordinated & completed by the GC.
- 12 All Saw Cutting and Core Drilling
- 13 All Existing Equipment Removals and Relocations Other Than Those Shown on the Bid Plans
- 14 Concrete and Asphalt & Removal and/or Replacement (I.e. curbs, sidewalk, pavement, etc.)
- 15 Bond and Permit Fees
- 16 Utility Charges
- 17 Temporary Lighting, Traffic Signals, or Temporary Electrical services other than those on Bid Plans

**NOTES:**

Our bid is conditioned on the execution of a mutually-acceptable contract.



Voice: 847-462-0799  
 Fax: 847-462-0929  
 Email: judy@markingspecialists.net

Marking Specialists Corporation  
 214 Crystal Street, Suite C  
 Cary, IL 60013

## Quotation

Quote No.: Q27124  
 Quote Date: 12/10/2018  
 Item No.:  
 Contract No.: I-18-4433  
 Bid Date: 12/11/2018  
 Complete By: 11/15/2019

County: VARIOUS

Section:

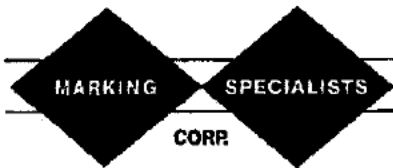
Description: I-57 MEDIAN NORTH OF I-294, RAMP L - MILE POST 350.0 TO MILE POST 351.5 & MILE POST 8.0 TO MILE POST 349.5 - CONTRACT NO.: I-18-4433

Gentlemen:

We propose to furnish all necessary labor, material, tools and equipment to complete the following work according to plans and specifications:

Item No.	Description	UM	Quantity	Price/Unit	Total
78000200	THPL PVT MK LINE 4	FT	19,308.00	0.8200	\$15,832.56
78000500	THPL PVT MK LINE 8	FT	4,576.00	1.9600	\$8,968.96
78000800	THPL PVT MK LINE 12	FT	1,231.00	2.9400	\$3,619.14
78004220	PREF PL PM TB INL L5	FT	5,799.00	9.7000	\$56,250.30
78008210	POLYUREA PM T1 LN 4	FT	11,141.00	1.0200	\$11,363.82
78008220	POLYUREA PM T1 LN 5	FT	3,106.00	1.4300	\$4,441.58
78008240	POLYUREA PM T1 LN 8	FT	1,800.00	2.2900	\$4,122.00
78008250	POLYUREA PM T1 LN 12	FT	3,285.00	3.4400	\$11,300.40
78100100	RAISED REFL PAVT MKR	EA	318.00	53.4200	\$16,987.56
78100300	REPLACEMENT REFLECTOR	EA	660.00	15.0000	\$9,900.00
JT780320	MULTI-POLY PVMNT MRKG-LINE 10	FT	816.00	11.2800	\$9,204.48
JT780325	MULTI-POLY PVMNT MRKG-LINE 12	FT	352.00	15.3400	\$5,399.68
JT780JE1	GRVING FOR PM LINE 11"	LF	816.00	1.5000	\$1,224.00
				<b>BidTotal:</b>	<b>\$158,614.48</b>

This project has a DBE requirement of 25 %



Voice: 847-462-0799  
Fax: 847-462-0929  
Email: judy@markingspecialists.net

Marking Specialists Corporation  
214 Crystal Street, Suite C  
Cary, IL 60013

## Quotation

Quote No.: Q27124  
Quote Date: 12/10/2018  
Item No.:  
Contract No.: I-18-4433  
Bid Date: 12/11/2018  
Complete By: 11/15/2019

These prices are firm for a period of sixty (60) days from the date of the contract award. Other materials, if required, will be priced separately. Permanent pavement marking is expected to be completed with one mobilization. Additional mobilizations will cost \$2,000.00 each. Lane closures, if required, are the responsibility of the prime contractor. Unless stated otherwise, prices do not include costs for bonds, special insurance or permits.

We thank you for the opportunity to quote on this work and hope we will be favored with your order.

Very Truly Yours,

  
Judith M. Peszek, Chief Estimator  
Marking Specialists Corporation

I.D.O.T. Certified DBE

C.D.O.T. Certified DBE & MBE

Cook County Certified MBE

METRA Certified DBE

City of Rockford MBE

An Equal Opportunity Employer

**Additional Notes:**



# BID PROPOSAL

Page 1 of 1 Bld Sheets

Natural Creations Landscaping Inc.  
356 Bruce St  
Joliet, Il. 60432

PHONE: (815) 724-0991  
FAX: (815) 724-0896

UNION-MBE-DBE

SUBMITTED TO: D CONSTRUCTION PROJECT NAME: I-294 I-57 median and ramp L  
PHONE: CONTRACT: ISTHA I-18-4433 from 12/11/18 letting  
FAX: BID DATE: 12/11/2018

ITEMS: ALL DBE

Item No	Description	UNIT	QTY	Unit Price	Total
<del>21101505</del>	<del>TOPSOIL EXCAVATION AND PLACEMENT re-spread portion *See--</del>	<del>GY</del>	<del>4,888.00</del>	<del>\$9.50</del>	<del>\$46,236.50</del>
	NOTE 1				
28000210	SEEDING, CLASS 2A	ACRE	4.75	\$2,400.00	\$11,400.00
25000400	NITROGEN FERTILIZER NUTRIENT	LBS	511.00	\$3.00	\$1,533.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	LBS	428.00	\$3.00	\$1,284.00
25000600	POTASSIUM FERTILIZER NUTRIENT	LBS	678.00	\$3.00	\$2,028.00
25100115	MULCH, METHOD 2	ACRE	7.00	\$2,100.00	\$14,700.00
25100630	EROSION CONTROL BLANKET	SY	33,768.00	\$1.15	\$38,821.70
25200200	SUPPLEMENTAL WATERING	UNIT	1,090.00	\$25.00	\$27,250.00
<del>JS211140</del>	<del>TOPSOIL EXCAVATION AND PLACEMENT re-spread portion *See--</del>	<del>GY</del>	<del>2,834.00</del>	<del>\$9.50</del>	<del>\$26,922.90</del>
	NOTE 1				
JS250220	SEEDING, CLASS 2E	ACRE	1.25	\$2,700.00	\$3,375.00
JS250318	SEEDING, CLASS 4F	ACRE	1.50	\$2,900.00	\$4,350.00
JS250320	SEEDING, CLASS 5	ACRE	1.60	\$4,500.00	\$6,750.00
JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	MON	8.00	\$600.00	\$4,800.00
JS280050	SILT FENCE	LF	9,653.00	\$2.75	\$26,545.75
JS280051	RE-ERECT SILT FENCE	LF	1,931.00	\$2.00	\$3,862.00
JS280100	SUPER SILT FENCE	LF	40.00	\$29.00	\$1,160.00
JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	7.50	\$2,100.00	\$15,750.00
JS280151	SAME-DAY STABILIZATION	SY	861.00	\$0.10	\$86.10
JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EA	128.00	\$110.00	\$14,080.00
JS280305	TEMPORARY DITCH CHECK	LF	50.00	\$15.00	\$750.00
<b>PROPOSAL TOTAL:</b>					<b>\$240,004.00</b>

**NOTES:**

Since the Tollway accepts either ILUCP or City of Chicago MBE toward the DBE participation percentage (per special provision page DBE-3), you can count us in for Tollway DBE (NAICS code 561730 landscape installation) for all of the landscaping and erosion control items on this project.

NOTE 1: All subgrades by others. We will only re-spread on-site topsoil whether supplied by you or stockpiled by others on-site, which must be clean to IDOT imported topsoil specifications to include permission to re-use by others, provided at no cost to us. It is also acceptable to Natural Creations Landscaping for us to not perform the topsoil respread portion as long as others performing that portion of the item is done to within +/- 0.1" of finish grade for final seeding. If needed, we could perform the fine grading portion of the re-spread / furnished topsoil to be provided by others. Our charge for the fine grading portion only for the topsoil is \$0.35 /SY.

Traffic control and dewatering by others.

For questions call Mitch at 815-724-0991.

This bid consists of one bid sheet (1) / one DBE form 2025 Participation sheet (1) / three IL UCP IDOT DBE Certification sheets (3) / two MBE Certification sheets (2) = 7 sheets total





*DBE*

**I-57 Median North of I-294  
Ramp L  
ISTHA Contract No. I-18-4433**

**BID DATE: 12/11/2018**

Page 1 of 2

**SCHEDULE OF PRICES – SIGNING**

72000300	SIGN PANEL - TYPE 3	SQ FT	528.0	\$27.75	\$14,652.00
72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	33.0	\$9.25	\$305.25
72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	18.0	\$105.00	\$1,890.00
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	12.0	\$90.00	\$1,080.00
73000100	WOOD SIGN SUPPORT	FOOT	18.0	\$95.00	\$1,710.00
73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	95.0	\$1,125.00	\$106,875.00
73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	39.6	\$1,310.00	\$51,876.00
73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1.0	\$10,350.00	\$10,350.00
73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	4.0	\$1,150.00	\$4,600.00
JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	33.0	\$76.50	\$2,524.50
JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	1.0	\$1,625.00	\$1,625.00
<b>TOTAL PRICE</b>					<b>\$197,487.75</b>

**SCOPE OF WORK**

The above price includes all labor, equipment, material, and tools to perform the work as shown in the contract plans, specifications, and as stated here in. All access to the work/erection sites for the cranes, equipment, drill rig, concrete trucks and structure assembly shall be the responsibility of the GC. We have not included any spoil removal or dumping of spoil. We have not included disposal of broken concrete from existing foundations to be removed. We have not included hazardous or special waste should it appear.

**Foundations for OVHD Sign Structures and Concrete Foundations:**

- Level and adequate access to the foundation locations for drilling and foundation installation shall be provided by the GC.
- All foundation work was quoted to be completed during the day Monday through Friday under normal straight time hours.
- All rebar installation of the cages are included in this cost.
- We have not included backfilling around any of the sign foundations.
- Any and ALL electrical work is excluded. Conduit runs, ground rod installation, grounding wells and systems, etc. shall be furnished and installed by the electrical contractor and is not included in our quote.
- We have included the anchor bolts for all of the OVHD Structures.
- Access to foundation work areas shall be provided to S&J by the G.C. in a manner that allows for continuous foundation installation.

Continue on page 2...

- Obstruction drilling will be charged per IDOT article 109.4.

**OVHD Structures:**

- Supply, assembly, and erection of the OVHD Sign structures required.
- We will unload and assemble the structures at the required locations directly adjacent to the installation location. These areas of access shall be provided by the GC. This work has been quoted using daytime straight time rates.
- Erect the structures at night when required.
- All new sign panels will be installed on the structures prior to structure erection.

**General Notes:**

- It was assumed that all foundation work will be done within the project work zone and will not require additional traffic control.
- All traffic control and protection, lane closures, flagging requirements, etc. shall be the responsibility of the General Contractor.
- Covering of any of the sign panels is not included in this price and is considered part of M.O.T. If required by ISTHA, we will invoice in accordance with article 109.4.
- *We did NOT include any signing for M.O.T. or temporary signing that may be required. Any and all M.O.T. signing is by others.*
- OVHD wires that interfere with drilling of the caisson shafts or installation of the structures shall be de-energized for us to perform our work with-in the OSHA safety requirements and guidelines. This shall be the responsibility of the G.C.
- General Contractor shall provide access to a construction yard for storage of materials, equipment, and shipping container job box.
- The insurance S&J is providing for this project is: Workman's Comp. for 1 Mil., General Liability for 1 Mil. each occurrence and 2 Mil. Aggregate; Automobile for 1 Mil.; and a 10 Mil. Umbrella. We do not have Railroad Insurance, Professional Liability Insurance, Builders Risk, or other insurance which may be required for this project.

**Excluded From Our Price:**

- Traffic control and Protection and all required flagging operations
- Electrical work or electrical supplies of any kind for new structures and foundations.  
(Conduit, ground rods, ground cable, and clamps)
- Electrical work or electrical supplies of any kind for existing structures  
(disconnection or reconnection of sign structures)
- Roadway, shoulder, sub-base or barrier wall removal or installation.
- Railroad Insurance.
- Signing incidental to IDOT Article 107
- Removal of spoil and broken concrete from the work location
- Utility Discovery, Removal, or Relocation.
- Testing and Inspection, Third Party Inspection, QC/QA.
- Cleaning and Painting.
- Site restoration landscape work.
- Survey and Layout.
- Permits/Fees. (Except for Cranes & Drill Rig)
- Liquidated Damages not caused by S&J.
- Bond Costs & Retention.

**GARDENSCAPE CONTRACTORS INC.**  
**104 ZUMBAHLEN AVE.**  
**DIETERICH, IL 62424**  
**PHONE: 217-925-5945**  
**FAX: 217-925-5941**

<b>ITEM</b>	<b>LETTING</b>	<b>CONTRACT</b>	<b>DATE</b>
	DECEMBER 11, 2018	1/18/4433	DECEMBER 10, 2018

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>PRICE</b>	<b>TOTALS</b>
60108206	PIPE UND TYPE 2 6"	12,149.00	FOOT	\$16.71	\$203,009.79
J1601300	PIPE UND 6" SPL	691.00	FOOT	\$25.29	\$17,475.39
J1601320	PIPE UND FAB LINED TRENCH 6"	2,996.00	FOOT	\$13.11	\$39,277.56
J1601325	PIPE UND FAB LINE TRENCH 8"	90.00	FOOT	\$13.00	\$1,170.00
J1680120	SLOPED HDWL TY 111 6" 1:3	14.00	EACH	\$1,650.00	\$23,100.00
<b>TOTAL BID</b>					<b>\$284,032.74</b>

TWO MOBILIZATIONS INCLUDED ADDITIONAL MOBS WILL BE \$5,000  
 NO SPOILS HANDLING, REMOVAL, OR GRADING IS INCLUDED OF ANY KIND  
 NO FLAGMEN INCLUDED (NO TRAFFIC CONTROL OF ANY KIND - MOVING, SETUP BARRELS,  
 ETC.)

ALL GRADES AND LAYOUT ARE PROVIDED BY PRIME OR RESIDENT ENGINEER  
 PRIME TO ENSURE ADEQUATE WIDTH AND GRADE FOR UNDERDRAIN INSTALLATION  
 ALL HOLES INTO STRUCTURE FOR UD HOOKUP PROVIDED BY PRIME  
 PRIME TO LOCATE AND EXPOSE ANY UTILITIES IN ALL AREAS OF UNDERDRAIN AND  
 HEADWALL LOCATIONS

ANY ADDITIONAL INSURANCE PREMIUM INCURRED TO PROVIDE AN ADDITIONAL INSURED  
 OF OWNERS AND CONTRACTORS PROTECTIVE POLICY WILL BE ADDED TO THE ABOVE  
 QUOTED PRICE FOR THE ACTUAL EXPENSE INCURRED TO PROVIDE THIS ADDITIONAL  
 COVERAGE

IF YOU HAVE ANY QUESTIONS, PLEASE CALL TRAVIS AT 217-821-4591 OR SCOTT AT  
 217-663-3494.

**NOTICE: PLEASE LET US KNOW WITHIN 14 DAYS IF YOU SUBMITTED  
 OUR SBE 2025 TO THE STATE. WE MUST LOCK OUR MATERIAL RATES  
 IN WITHIN 30 DAYS. IF WE ARE NOT NOTIFIED, OUR BIDS MAY BE  
 SUBJECT TO CHANGE.**



REVISED WITH ADDENDUM NO. 3

CONTRACTOR NUMBER

CONTRACTOR NAME

COUNTY(IES)

COOK

SECTION

12/11/18

LETTING DATE

TOLLWAY

ITEM NUMBER

CONTRACT NUMBER

BLANK PRICES 0

PAY ITEMS 13 TOTAL BID \$1,536,229.82

I-18-4433

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20800150	TRENCH BACKFILL	CU YD	10,897.000		30.90		\$336,717.30
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	9,830.000		35.30		\$356,829.00
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	6,537.000		12.25		\$80,078.25
70400100	TEMPORARY CONCRETE BARRIER	FOOT	15,625.000		18.15		\$283,593.75
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2,137.500		9.05		\$19,344.38
70400600	RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1,337.500		9.05		\$12,104.38
X0321750	REMOVE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1,268.000		9.05		\$11,475.40
X0325349	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	638.000		18.15		\$11,579.70
X0326967	REINFORCED CONCRETE DUCT BANK REMOVAL	FOOT	8,064.000		7.45		\$60,076.80
X4400198	CONCRETE BARRIER REMOVAL (SPECIAL)	FOOT	2,003.000		15.31		\$30,665.93
J1282010	SUBGRADE FILTER FABRIC	SQ YD	12,547.000		1.60		\$20,075.20
J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	4,469.000		18.15		\$81,112.35
JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	6,583.000		35.33		\$232,577.39



1415 W. 37th. St. Ste. 205 W  
 Chicago, IL 60609  
 Ph: (773) 475-7042  
 Fax: (773) 840-2312

Date: December 10, 2018

**PROPOSAL CONTRACT**

TO: All Bidders

PROJECT: RR-18-4433  
Ramp L

ATTN: Estimating Department

LOCATION: Cook County

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_

**THIS PROPOSAL IS FOR FIELD LABOR and Material.**

MA Rebar Services, Inc. hereinafter called Subcontractor, is pleased to propose, subject to the terms and conditions contained herein, to furnish labor for the installation of concrete reinforcement, all in accordance with the CRSI Manual of Standard Practice, 27th Edition and based on the following documents

Drawings:  
 Addenda:  
 Dated:

The Contractor agrees, in consideration of the performance of this agreement by the Sub-Contractor to pay, or to cause to be paid to the Sub-Contractor sums of money computed as follows:

Labor to Install Reinforcing Steel.....	\$0.51	/lb.
Labor to Install Rebar for Barrier Wall..... (J1637030 and J1637032)	\$0.78	/lb.
$31,753 \times .78 = 24,767.34$ $1,664 \times .78 = 1,297.92$ $\$26,065.26$		
MA Rebar to be provided with a full time crane and operator while installing rebar for the protection slab.		
$58800105 - \text{Rebar Plan Gt A706 } 695,620 \times .51 = 354,966.00$ $\#4 \text{ Studies - Various Heights } 28,453 \times .51 = 14,511.03$ $3" \text{ Stls Border Upper Plan } 24,300 \times .51 = 12,393.00$ $\$380,140.03$		
<b>ANY NIGHT WORK AND OVERTIME TO BE BILLED AT PREMIUM TIME RATE.</b>		
<b>APPLICABLE RATES:</b>		
IRONWORKER:	<b>Straight</b>	<b>Premium Double</b>
	\$146.00	\$74.00 \$220.00

THE ABOVE LABOR PRICES ARE FIRM THRU 5/31/2019, Add \$0.03/lb. on 6/1/2019.

Price is predicated upon credit approval. MA Rebar Services, Inc. retains the right to negotiate a fair contract. This proposal hereby includes labor provisions for ironworkers, and does include prevailing wage rates. If retention is withheld, it shall not exceed the amount withheld by the owner.



RR-18-4433  
 December 10, 2018  
 Page 2

Item No.	PROJECT DESCRIPTION	Quantity	PRICE
50800105	Rebar Plain Gr A706	695,620 lbs.	\$0.47/lb.
	#4 Standees - Various Heights	25,453 lbs.	\$0.49/lb.
	3" Slab Bolster Uppers - Plain	24,300 lf	\$0.44/lb.
<del>50800205</del>	<del>Rebars Epoxy Coated Gr A706</del>	<del>159 lbs.</del>	<del>\$0.54/lb.</del>
<del>73400200</del>	<del>39.6 CY Drilled Shaft Concrete Foundations</del>		
	<del>Rebars Epoxy Coated A706</del>	<del>5,238 lbs.</del>	<del>\$0.54/lb.</del>
	<del>#4 Spirals Gr A706</del>	<del>1,409 lbs.</del>	<del>\$0.74/lb.</del>
	<del>(No spacers are included for spirals)</del>		
J1637030	723 LF Concrete Barrier, Single Face, Reinforced 42"		
J1637032	723 LF Concrete Barrier Base For Single Face Barrier, Reinforced		
	Fabricated Reinforcement Epoxy Coated Gr A706	31,753 lbs.	\$0.57/lb.
	(10" High) #4 Standees Epoxy	1,664 lbs.	\$0.57/lb.

**Conditions:**

No #14 or #18 bar included in this estimate unless noted, rebar detailing time due to design changes will be billed at \$150.00/hour.

**Exclude:**

Bar accessories for bottom layer SOG, test bar splicers assemblies, test bars

$$50800105 - \text{Material } \$350,105.37 + \text{Labor } \$380,140.23 = \$730,245.60$$

$$\left. \begin{array}{l} J1637030 \\ J1637032 \end{array} \right\} \text{Material } \$19,047.69 + \text{Labor } \$26,065.26 = \$45,112.95$$

ⓧ Grand total participation = \$775,358.55  
 estimate

## THANK YOU - WE APPRECIATE YOUR BUSINESS

### Project Specific Payment Terms:

- 1) Contractor agrees to pay Subcontractor one hundred percent (100%) of the contract value for labor performed within thirty (30) days of the monthly invoice billing date. No retention to be withheld on material. MA Rebar Services, Inc. to be paid in full, ninety (90) days after completion of MA Rebar Services, Inc.'s work.
- 2) Extra Field Work Orders are due within 30 days of invoice billing and no retention shall be withheld from same.

### Project/Owner Information:

- 1) Contractor agrees to supply MA Rebar Services with any pertinent Project/Owner information, as reasonably requested.

### Included by Subcontractor:

- 1) Union Field Labor to install Reinforcing Steel in accordance with CRSI and the above referenced drawings, specifications and addenda.

### Excluded by Subcontractor and provided by others:

- 1) Cost of inspection, testing, permits and/or fees, anchors, inserts, sleeves, or threaded reinforcing steel and/or rods.
- 2) Cost of remedial work and/or replacement of materials made necessary by water or flood damage to reinforcing steel following directed delivery.
- 3) Liability against loss of reinforcing steel due to strikes, loss after delivery, accidents, water, flood or other acts of God.
- 4) Cutting, drilling, grouting, dry-packing, epoxying of any threaded, smooth or reinforcing steel dowels and/or rods.
- 5) Field bending, welding, cleaning, cutting, straightening, or reworking of any existing reinforcing steel, structural steel, Wire mesh, dowels and/or welding of dowels to structural or miscellaneous iron.
- 6) End protection, painting, greasing or wrapping of reinforcing steel and/or smooth dowels.
- 7) Clean up of tie wire ends.
- 8) All OSHA requirements for exposed reinforcing steel ends protecting against abrasion and/or impalement.
- 9) Blocking, chairing and/or pulling up of wire mesh.
- 10) All dead men, cabling and/or guying of any pre-assembled or erected units.
- 11) Separate pour watchman, safety, quality, or traffic control personnel, or the added cost of composite crew clean-up.
- 12) Moving or double-handling of reinforcing steel and materials from lay-down yard or area.
- 13) Installation of Mechanical Splices, Form Saver type dowels, Smooth Dowels, WWM including Masonry Reinforcing other than dowels tied and set in concrete. (unless specific pricing is given or noted above)
- 14) Snow removal or any protective covering of stored or stockpiled materials including snow blankets.
- 15) Removal, grinding and/or patching of staples, nails, bolts or any other device used for the placement of concrete reinforcement accessories.
- 16) Any inventory or responsibility of storing or transporting of rebar or mesh. All rebar ordering must be coordinated through MA Rebar Services.
- 17) As-built drawings.
- 18) Installation of reinforcing bar and or mesh for site work. (outside of building perimeter) or electrical ductbanks.

### Conditions of Agreement:

- 1) Contractor agrees to give Subcontractor a minimum of 24-hours (48-hours if more than 60 miles from our office) notice for workers at job site.
- 2) Any agreement is contingent upon accidents, acts of God and all delays unavoidable or beyond Subcontractor's control.
- 3) Unless otherwise agreed, it is understood that the work will be performed during regular working days and hours (i.e., Monday through Friday and based on a 40 hour work week).
- 4) No charges for labor or materials furnished by Contractor shall be allowed as a credit, unless authorized in writing by Subcontractor at time of transaction.
- 5) Contractor agrees that all forms and templates will be in place before installation, except those forms or other materials that will hinder the installation.
- 6) Contractor agrees to establish firm level sub-grade at elevation shown on drawings including all levels, datum lines, elevations, openings, and dowel outs for concrete and/or masonry.
- 7) Contractor will provide clear access roads and ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
- 8) Contractor will provide grades, lines, and rigid templates.
- 9) Contractor will furnish all forming, including layout.
- 10) Contractor will provide safe working areas, with proper scaffolding in place.
- 11) Cages for drilled piers, shafts, caissons, and light pole standards will be tied and stockpiled by Subcontractor.
- 12) Contractor shall furnish, without charge, suitable equipment fully operated for hoisting/lowering reinforcing steel, personnel, wire mesh, etc..., including unloading trucks, staging of reinforcing to points of installation (into foundations, and onto elevated decks, etc...) setting columns, wall cages and/or any other pre-tied assemblies including any power placing of individual bars that MA Rebar Services, Inc. may require.
- 13) Contractor agrees to provide copies of all contract documents in quantities as reasonably requested by the Subcontractor at no cost to Subcontractor.
- 14) Working schedules to be made by mutual agreement of the Contractor and Subcontractor to conform to Contractor's master schedule. In event duration times are provided by Subcontractor, it is agreed that time starts only when work areas are provided ready to receive installation in all respects, in accordance with OSHA and State safety regulations.
- 15) Subcontractor agrees to indemnify the Owner, General Contractor and others from any and all damage, loss, or injury, caused by this Subcontractor, but only to the extent that damage, loss, or injury is caused by this Subcontractor and is covered by this subcontractor's policy.
- 16) This proposal does not include a waiver of subrogation endorsement.
- 17) Contractor shall, if the Owner does not, purchase and maintain an all risk insurance policy for the full value of the entire work and/or material delivered to the job site, which shall include the full interest of Subcontractor, as an additionally named insured.

- 18) If accepted, the terms and conditions of this Subcontract Proposal, as mutually agreed upon, shall be incorporated into any final contract if one is provided to Subcontractor. Otherwise, Contractor's notice to proceed, whether by mail, phone, facsimile, or any other means of communication, shall constitute an acceptance of this offer and shall bind the Contractor to the terms and conditions as set forth herein, and no further writing shall be required by Subcontractor.
- 19) Subcontractor hereby warrants its work to the full extent required by the plans and specifications for a period of one (1) year following final completion of Subcontractor's work.
- 20) In the event either Contractor or Subcontractor institutes a suit against the other in connection with any matter arising from this agreement, the prevailing party shall be entitled to recover from the other its reasonable attorney's fees.
- 21) Contractor shall furnish adequate parking area for Sub-Contractors field crew and sufficient space for a job site plan shack at no additional cost

**Special Conditions:**

- 1) Excludes support bars and racking steel per ACI Standards, MA Rebar Services, Inc will install for contract unit price
- 2) Contractor to furnish a 10,000 lb capacity forklift and/or a crane of sufficient capacity to assist in offloading and erection of the reinforcing steel.
- 3) Excludes any welding of reinforcing steel
- 4) MA Rebar Services, Inc. has included a maximum of one (1) hour per employee for initial site orientation/safety training. If initial site orientation/safety training exceeds one (1) hour, MA Rebar Services, Inc will be compensated for any additional hours expended.
- 5) Excludes drilling and epoxy grouting of reinforcing steel dowels.
- 6) Excludes: Mechanical and Threaded Couplers - to be priced later if needed.
- 7) Excluded: Sitework-Seatwall, Planter Curb, Steel Planter Wall, Bollard, Concrete Ribbon, Exterior Curbs, Light Pole Fndns, Pavement.
- 8) MA Rebar to be provided with a crane full time while installing rebar for the protection slab.

This Proposal is Here By Accepted:

**MA Rebar Services, Inc**

Company: \_\_\_\_\_

By: Theresa Korn

By: \_\_\_\_\_

Title: President

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

Date: December 10/2018

Signed: \_\_\_\_\_







RR-18-4433  
December 10, 2018  
Page 1

## MATERIAL PRICING

We are pleased to quote the referenced project per the plans and specifications as it pertains to the furnishing of materials. Our quotation is for the specified reinforcing bars cut, bent, bundled, tagged and furnished in accordance with the CRSI Manual of Standard Practice and our Standard Terms and Conditions. Above prices will be withdrawn if not accepted within 15 days of this proposal on December 25, 2018.

The above prices are quoted F.O.B. delivered to jobsite or as near jobsite as road, weather conditions, and trucking laws will permit. The fabricator shall not be held responsible for delays in shipment due to acts of God, floods, fires, riots, incidents of war, restrictions of government, or shortages of transportation, labor or raw materials. Deliveries will be scheduled as close as possible to requested times, but we cannot be held responsible for late shipments because of trucking breakdowns, accidents, or any unforeseen circumstances beyond our control.

The attached material prices are based on TL or LTL shipments of quantities shown. Partial shipments will have additional freight charges added to the invoice. Reinforcing Unit Prices are calculated on 40,000 lb. per load for (1) stop. Extra loads will be charged @ \$800 per load.

Bar supports are estimated per Department of Transportation specifications. Two hours unloading time is included. Additional unloading time will be charged to the general contractor at \$300/hour. The following number of loads are included:

**Loads Included....24**

Two of the Bar Slicers (for each size) are required for field testing. They will be supplied at the unit price. All claims of shortages or misfabrication of any materials must be reported to MA Rebar Services, Inc. within two (2) working days after delivery, so we can replace subject material. We will not accept any claims after that time period. Deductions of above claims from our invoices will not be accepted and we may withhold future shipments on said project until payments are made. Our material supplier reserves the right to add a fuel surcharge during the length of the Contract due to rises in fuel costs.

**Material pricing will only be held until December 25, 2018, unless a signed copy of this proposal or a mutually agreeable P.O. has been executed by both parties, before this date.**

### Material Escalation:

Rebar prices are firm for material delivered by 12/31/2019. Beginning 1/1/2019 add \$40.00 per ton every 3 months for material delivered thereafter, (4/1/19, 7/1/19, etc).

**Tax Included:** No  
**Retainage:** Not Allowed

**Payment Terms:**  
**F.O.B.:**

**Net 30 Days**  
**Destination**

**CONTRACT NO. I-18-4433**  
**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
Tree Removal	See attached quote	.13%	\$23,800	Homer Tree Service, Inc.
Crack Control	44300200	.04%	\$6,600	Geomat
Railing & Fencing	See attached quote	2.41%	\$436,200	Industrial Fence, Inc.
Jacking	See attached quote	4.89%	\$884,400	L.J. Keefe Co.
Rumble Strips	J1642014	.02%	\$3,000	Quality Saw & Seal
Television Sewer	JT546000	.01%	\$2,100	Visu-Sewer, LLC
Chemically Stabilized Subgrade	JT900580	.37%	\$66,400	Rock Solid

7.87%

**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.

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December 10, 2018

D. Construction  
Attn: Estimating

**ISTHA Contract I-18-4433: I-57 Median North of I-294, Ramp I**

Please find below our bid proposal for tree work to be performed at the above referenced project.

**Scope of Work:**

Remove trees per plans.

**Debris Removal:**

Wood chips generated by the tree chipping process and logs will be removed from the site.

**Stump Removal:**

Stumps 4" in diameter and greater will be removed by the stump grinding process unless in contact with obstruction or inaccessible. Stump grindings and brush clippings to remain.

**Mobilization:**

Property lines and clearing limits must be marked prior to our mobilization. Project site must have equipment access to clearing areas with no parked cars near removal areas. Bid quantities include one mobilization. Any additional mobilizations will be \$2,500.00 each.

**Terms & Conditions:**

Documented tree removal quantities must be received by Homer Tree Service, Inc. from engineer prior to mobilization. Price based on bid quantity minimums. **Terms: net 30: zero % retention.**

**Ownership:**

The client warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. Homer Tree Service, Inc. is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

**Exclusions:**

Price does not include traffic control, grading, debris removal, herbicide, permits, flaggers, or costs for contractor's bonds & dues.

Description	Units	Qty	Price	Extended Price
TREE REMOVAL (6-15 UNITS DIAMETER)	UNIT	1602.00	\$5.00	\$8,010.00
TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	2473.00	\$5.00	\$12,375.00
TREE REMOVAL (ACRES)	ACRES	1.50	\$2,300.00	\$3,450.00
TOTAL				\$23,835.00

We appreciate the opportunity to submit our proposal to you and your company. Please sign and fax back to our office as your acceptance of the above proposal and terms. We look forward to working with you on this project.



Homer Tree Service, Inc.

D. Construction



# Fax

To: Estimating

With:

D. Construction

Fax: bids@dconstruction.com

Pages: 2

From: Homer Tree Service, Inc.

Date: December 10, 2018

(815) 838-0320 Fax (815) 838-6027

Re: ISTHA Contract I-18-4433: I-57 Median North of I-294, Ramp L

**Jessica Bodine**  
**Land Clearing Division**  
**HOMER TREE SERVICE, INC.**  
14000 S. Archer Avenue  
Lockport, IL 60441  
jessicabodine@homertree.com  
**P: (815) 905-3026**

Revised DBE & VSOB

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

IF Bid Proposal

GC: General Contractor  
 Contact: Estimating  
 Phone:  
 Email:

Estimate Date: 12/11/2018  
 Work Order No: E18355  
 Project Name: ISTHA I-18-4433

Description	Unit	Quantity	Unit Price	Total Price
<b>10 Chain Link Fence</b>				
66400305 Chain Link Fence 6'	LF	1,398.00	27.32	38,193.36
X6640300 CH LK FENCE REMOV	LF	1,329.00	6.20	8,239.80
				<u>\$46,433.16</u>
<b>30 Guardrail</b>				
63200310 Guardrail Removal	LF	6,470.50	6.56	42,446.48
63301210 Remove and Re-erect SPBGR Type A		50.00	23.78	1,189.00
64300770 Impact Attenuator (SUN) TL3	EA	4.00	44,982.51	179,930.04
<del>70600260 Impact Attenuator Temp (FRN) TL3</del>	<del>EA</del>	<del>2.00</del>	<del>16,024.30</del>	<del>32,772.00</del>
<del>70600270 IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3</del>	<del>EA</del>	<del>1.00</del>	<del>11,064.30</del>	<del>11,064.30</del>
<del>70600332 Impact Attenuator Temp Relocate TL3</del>	<del>EA</del>	<del>2.00</del>	<del>3,324.30</del>	<del>6,648.60</del>
J1630002 SPBGR Ty A 6' Post	LF	662.50	27.02	17,900.75
J1631110 Traffic Barrier Terminal Ty 1A Spl	EA	1.00	3,599.85	3,599.85
J1631112 TBT Ty 1A Spl	EA	1.00	3,599.85	3,599.85
J1631120 Traffic Barrier Terminal Ty 2	EA	3.00	1,192.56	3,577.68
J1631140 Traffic Barrier Terminal Ty 10	EA	2.00	474.90	949.80
J1706261 - IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EA	1.00	45,472.56	45,472.56
J125000 Terminal Marker DA	EA	2.00	44.40	88.80
J1782012 Guardrail Barrier Delineator Reflector Marker Type B	EA	27.00	8.88	239.76
JS120710 Energy Attenuator	EA	2.00	37,341.30	74,682.60
63000001 SPBGR Ty A 6' Post	LF	375.00	27.02	10,132.50
63100045 Traffic Barrier Terminal Type 2	EA	2.00	1,192.56	2,385.12
63100167 Traffic Barrier Terminal Ty 1 Spl Tan	EA	1.00	3,599.83	3,599.83
				<del>\$446,869.42</del>
				<del>\$387,794.00</del>
				<del>\$487,333.58</del>
				<del>\$436,227.78</del>
<b>Totals</b>				

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.

1300 S. Kilbourn Ave. Chicago, IL 60623 Tel 773.521.9900 Fax 773.521.9904 www.industrialfenceinc.com

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

IFI Bid Proposal

**GC:** General Contractor  
**Contact:** Estimating  
**Phone:**  
**Email:**

**Estimate Date:** 12/11/2018  
**Work Order No:** E18355  
**Project Name:** ISTHA I-18-4433

#### Exclusions:

- Railroad, Professional Liability & Pollution Insurance
- Demo of existing fencing or footings
- No bonds, permits, licenses and/or fees
- Removal or install of Concrete Pads for Attenuator
- Survey / Layout
- No taxes included
- Multiple installations or removals
- Grounding
- Traffic-Control
- Excessive Mobilization
- No Bituminous Shoulder Coring of Fill (art. 830.04) FOR GUARDRAIL INSTALLATION\*\* (Core Drilling PER HOLE \$48.00 extra)
- No express or implied design build included to proposal.
- Additional Required Insurance Coverages
- Concrete removal or rockhard ground drilling/coring
- No clearing or grubbing for fence removal or installation
- All work performed during regular work hours 7am to 3:30pm
- Widening of existing shoulder for construction of TBT Type 1 SPL
- QA-QC Testing & Inspection
- Grading or Restoration
- Unforeseen Conditions
- Liquidated & Unliquidated Damages
- Flagmen
- All work to be performed under normal conditions.
- Damages caused by motorists or other contractors
- Installation for Imbeds (cast by others)
- Damages caused by Unmarked Utilities
- Removal or install of Concrete/Asphalt Pad for Temporary/Permanent
- Per IDOT Section 706.08 Impact Attenuators Temporary, any Maintenance or Repairs to the Unit will be completed on T&M
- Indemnification for Contractor negligence or fault
- Hand Digging Utilities
- No Restoration included with Removal Items
- Exclude top Soil, pulverizing, asphalt, etc. for any steel plate beam guardrail adjustment.
- Attenuator rental is per project
- Normal wear & tear, weather, Dewatering, Snow Removal
- Concrete Lane Cuts
- Lane closures

IFI chooses to participate in the Option for Steel Cost Adjustment

# L.J. KEEFE CO.

Tunneling Contractor



704 West Central Road  
 Mount Prospect, IL 60056-2339  
 847.577.7715  
 estimating@ljkeefeco.com

December 10, 2018

SENT EMAIL TO: r.gasta@dconstruction.com

D Construction, Inc.  
 1488 S. Broadway St.  
 Coal City, IL 60416-9443

PROJECT: ISTHA Contract No. I-18-4433  
 I-57 Median North of I-294, Ramp L

Attention: Ricky Gaeta

Bid Date: December 11, 2018 @ 10:30 a.m.

In accordance with your request, L. J. Keefe Co. (Keefe) hereby submits its proposal for Trenchless Construction Work, all as indicated hereinafter:

**FURNISH AND INSTALL STEEL CASING (ASTM A-139, GRADE B - NO HYDRO) BY THE AUGER-BORING METHOD**

Partial Bid Item No.	Estimated Quantity	Casing Size		Service	Crossing Location	Cost/LF
		O.D.	Wall			
5520900	105'	36"	x 0.375"	Pipe I.D. No. 101 24" I.D. RCP Storm Sewer @ 0.32% Slope	Structure I.D. No. 102 to 101	\$445.00
5520900	75'	36"	x 0.375"	Pipe I.D. No. 103 24" I.D. RCP Storm Sewer @ 0.25% Slope	Structure I.D. No. 102 to 103	\$445.00
55201300	76'	48"	x 0.375"	Pipe I.D. No. 104 36" I.D. RCP Storm Sewer @ 0.20% Slope	Structure I.D. No. 105 to 104	\$625.00
55201300	75'	48"	x 0.375"	Pipe I.D. No. 304 36" I.D. RCP Storm Sewer @ 0.08% Slope	Structure I.D. No. 303 to 304	\$625.00
55201300	110'	48"	x 0.375"	Pipe I.D. No. 309 36" I.D. RCP Storm Sewer @ 0.15% Slope	Structure I.D. No. 311 to 309	\$625.00
55201300	94'	48"	x 0.375"	Pipe I.D. No. 312 36" I.D. RCP Storm Sewer @ 0.22% Slope	Structure I.D. No. 311 to 312	\$625.00
55201300	15'	48"	x 0.375"	Pipe I.D. No. 320 36" I.D. RCP Storm Sewer @ 1.08% Slope	Structure I.D. No. 303 to 320	\$895.00
55201600	93'	66"	x 0.500"	Pipe I.D. No. 203 48" I.D. RCP Storm Sewer @ 1.23% Slope	Structure I.D. No. 204 to 203	\$985.00
55201600	75'	66"	x 0.500"	Pipe I.D. No. 204 48" I.D. RCP Storm Sewer @ 0.15% Slope	Structure I.D. No. 205 to 204	\$985.00
55201600	97'	66"	x 0.500"	Pipe I.D. No. 401 48" I.D. RCP Storm Sewer @ 0.10% Slope	Structure I.D. No. 401 to 403	\$985.00
55201600	94'	66"	x 0.500"	Pipe I.D. No. 403 48" I.D. RCP Storm Sewer @ 0.11% Slope	Structure I.D. No. 404 to 403	\$985.00
55201600	58'	66"	x 0.500"	Pipe I.D. No. 506 48" I.D. RCP Storm Sewer @ 0.17% Slope	Structure I.D. No. 507 to 506	\$985.00
55201600	56'	66"	x 0.500"	Pipe I.D. No. 604 48" I.D. RCP Storm Sewer @ 0.12% Slope	Structure I.D. No. 612 to 604	\$985.00
55201800	75'	78"	x 0.500"	Pipe I.D. No. 301 60" I.D. RCP Storm Sewer @ 0.15% Slope	Structure I.D. No. 313 to 301	\$1,375.00

- NOTES:
- The above pricing is based on installing the steel casing by the auger boring method in suitable clay soils. Keefe does not include any different methods, equipment, or material that may be required in the event that differing site conditions or obstructions are encountered which prevent the steel casing from being advanced by the auger-boring method of construction.
  - The above pricing is based on furnishing and installing steel casing that meets the physical requirements of ASTM A-139, Grade B (No-Hydro). The steel casing is furnished with a shop applied one-coat, standard bituminous coating on the exterior of the casing and steel casing certification as required by ISTHA. Interior coating is not included. \*Keefe is unable to furnish Type 'S' (seamless) steel casing.
  - The above pricing is based on the operation progressing on a standard 5 day work week, single 8-10 hour workshifts per day. Weekend workshifts, Double workshifts and 24 hour workshifts are not included.

**NOTE REGARDING ROCK EXCAVATION FOR PIPE STRUCTURES:**

Keefe's pricing does not include any removal of rock, boulders, stone debris, or obstructions which prevent the advancement of the pipe by the proposed method of construction. Payment for removal of rock or obstructions to the pipe installation should be made in accordance with IDOT's 'Standard Specifications for Road and Bridge Construction' (Adopted April 01, 2016) as follows:

- When the contract specifies a pay item for 'rock excavation for structures', payment for removal of rock or obstructions should be made under 'Article 502.12 Subparagraph b.3 - Rock Excavation for Pipe Structures and Article 502.13 - Basis of Payment'.  
 Keefe's price for Rock Excavation for Pipe Structures is.....\$3,000.00 / C.Y.
- When the contract does not specify a pay item for 'rock excavation for structures', payment for removal of rock or obstructions should be made on a force account basis under 'Article 109.04 - Payment for Extra Work'.

# L.J. KEEFE CO.

Tunneling Contractor



704 West Central Road  
 Mount Prospect, IL 60056-2339  
 847.577.7715  
 estimating@ljkeefeco.com

December 10, 2018

SENT EMAIL TO: r.gaeta@dconstruction.com

D Construction, Inc.  
 1488 S. Broadway St.  
 Oak City, IL 60416-9443

PROJECT: ISTHA Contract No. I-18-4433  
 I-57 Median North of I-294, Ramp L

Attention: Ricky Gaeta

Bid Date: December 11, 2018 @ 10:30 a.m.

**SCOPE OF WORK CLARIFICATION:**

The dimensions of the work shafts to be provided by your firm (Contractor) are as follows:

- (2) 36" O.D. Steel Casing Jacking Shafts: Length = 40', Width = 12' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be 24' length front, 16' length back (40' total).
- (2) 36" O.D. Steel Casing Receiving Shafts: Length = 10', Width = 10' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be a single 24' length.  
 36" O.D. Steel Casing Work Shafts require 8' clearance between the top of the floor and lowest bracing spreader.
- (5) 48" O.D. Steel Casing Jacking Shafts: Length = 40', Width = 12' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be 24' length front, 16' length back (40' total).
- (5) 48" O.D. Steel Casing Receiving Shafts: Length = 10', Width = 10' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be a single 10' length.  
 48" O.D. Steel Casing Work Shafts require 8' clearance between the top of the floor and lowest bracing spreader.
- (6) 66" O.D. Steel Casing Jacking Shafts: Length = 44', Width = 12' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be 24' length front, 20' length back (44' total).
- (6) 66" O.D. Steel Casing Receiving Shafts: Length = 10', Width = 10' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be a single 10' length.  
 66" O.D. Steel Casing Work Shafts require 10' clearance between the top of the floor and lowest bracing spreader.
- 78" O.D. Steel Casing Jacking Shaft: Length = 44', Width = 12' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be 24' length front, 20' length back (44' total).
- 78" O.D. Steel Casing Receiving Shaft: Length = 10', Width = 10' and Depth is 2'-6" below centerline of casing to top of crushed stone floor. If trench boxes are utilized for shoring, the configuration must be a single 10' length.  
 78" O.D. Steel Casing Work Shafts require 10' clearance between the top of the floor and lowest bracing spreader.

\*\* Shaft locations must be clear of overhead utility lines to allow for safe crane operations in accordance with current OSHA Standards.

**ALTERNATES:**

- 1. If a 36" or 48" O.D. steel casing jacking shaft length must be shortened because of job-site conditions, then the shortened minimum length should be 30'. The steel casings would be installed in 10' lengths (not the standard 20' lengths), and the additional handling and welding of the casing sections would cost an additional \$25.00 per linear foot to the above quoted prices.
- 2. If a 66" or 78" O.D. steel casing jacking shaft length must be shortened because of job-site conditions, then the shortened minimum length should be 25'. The steel casings would be installed in 10' lengths (not the standard 20' lengths), and the additional handling and welding of the casing sections would cost an additional \$135.00 per linear foot to the above quoted prices.
- 3. If required, Keefe will grout the exterior annular space of the steel casing, for.....\$25.00/LF.
- 4. Keefe will place the Storm Sewer (carrier) pipe inside the steel casing, on the invert of the casing, under the supervision of the Contractor, for.....\$25.00/LF.  
 NOTE: Due to the limited space between the O.D. of the RCP carrier pipe and the I.D. of the steel casing, the manufacturer is unable to fabricate casing spacers for this application.
- 5. If required, Keefe will grout the interior annular space of the steel casing, for.....\$45.00/LF.

**EXCEPTIONS:**

The Contractor is responsible for the following items that Keefe does not include in its scope of work:

- 1. Initial engineering layout and staking for crossing.
- 2. Permits or permit fees.
- 3. Traffic protection.
- 4. Removal or restoration of paved or landscaped surface areas.
- 5. Roadway for truck access to work area.
- 6. Physically locating (e.g. potholing) all existing utilities on the centerline of the proposed crossing location, and relocating of existing utilities as necessary.
- 7. Settlement / Ground movement monitoring points and maintenance of same.
- 8. Dewatering of the work shaft and the path of the crossing to a minimum depth of 1'-0" below the bottom of the casing.
- 9. Thrust/reaction block or wall in the jacking shaft.
- 10. Haul out and disposal of excavated materials.
- 11. Furnishing of RCP Storm Sewer (carrier) pipe, casing spacers, and end seals.
- 12. Cathodic Protection of the steel casing.

Contractor's responsibilities and general conditions of the proposal are stipulated on Attachment No. 1 to this proposal.

L. J. KEEFE CO.



Brian Johnson  
 Operations Manager



**L.J. KEEFE CO.**  
Attachment No. 1 to the Proposal  
**GENERAL CONDITIONS FOR MACHINE AUGER-BORING AND TUNNELING**

1. It is the Contractor's (addressee of this proposal) responsibility to construct a safe boring/tunneling work shaft with either a crushed stone or concrete floor. The work shaft must comply with all applicable safety requirements and 'OSHA' standards with adequate access to the location, a level work area around the work shaft for Keefe's work crew and equipment. The front and back walls of the work shaft must be undisturbed soils perpendicular to the path of the bored casing/tunnel and capable of withstanding thrust from the jacking equipment. The Contractor will also provide a safe receiving pit when necessary for the removal of the auger-boring or tunneling equipment.
2. Fall protection around the perimeter of work shaft is to be provided by the Contractor, i.e. guardrails per OSHA's 1926.501 (b)(1).
3. Engineering services, for line and grade of bored casing/tunnel, will be furnished by the Contractor by means of staking. L.J. Keefe Co. (Keefe) will not be responsible for work placed in error due to inaccurate or insufficient staking. Keefe does not guarantee line or grade of uncased bores.
4. Means of access to and from the work shaft will be provided by the Contractor.
5. Traffic protection and flagging for roadway or railroad activities is the responsibility of the Contractor.
6. Any permits or permit fees for Keefe's work are the responsibility of the Contractor.
7. It is the Contractor's responsibility to dewater the work shaft and the path of the bore or tunnel. The Contractor agrees to dewater the work pit prior to start of the workday if depth of water in work shaft is deeper than one foot. Otherwise, Keefe will pump surface water which accumulates in the work pit and Keefe's pumping will be limited to regular working hours and to one 2" diameter discharge pump.
8. If the Contractor violates any of the provisions of 'OSHA', Keefe reserves the right to remove its labor force from the job-site. Keefe will not be responsible for any 'OSHA' fines imposed upon Keefe, when fines are the result of work performed by the Contractor.
9. Keefe guarantees its work, subject to the exceptions stated or implied herein, for a period of (1) one year from completion of Keefe's work.
10. Keefe will not be responsible for delay in the progress of the work caused by labor disputes, unavailability of materials, municipal, state or national acts of emergency, or other actions or occurrences beyond its control.
11. Keefe does not assume any liability for or indemnify the Contractor, Project Owner, or Owner's Engineer, from damages, loss, personal injuries or death attributable to their passive, active or partial negligence.
12. The Contractor must initiate utility locates with any and all applicable agencies, and provide Keefe with the Contractor's dig number. Keefe shall be responsible for scheduling of its own utility locates; using the Contractor's dig number to obtain Keefe's dig number. The Contractor is responsible to field verify (i.e. pothole) all existing utilities on the centerline of the crossing location. Keefe requires a minimum of 1' clearance between the O.D. of the steel casing and the O.D. of existing utilities. If sufficient clearance is not provided, Keefe will not be responsible for any damage to the existing utilities.
13. It is the Contractor's responsibility to locate all buried utilities or other man-made obstructions that might conflict with the path of the proposed auger-bored casing or tunnel (crossing) and determine a clear path for the crossing. If the crossing encounters an unknown buried utility or obstruction, the Contractor agrees to indemnify and hold harmless Keefe, its employees and officers from any loss, expense, damage, or injury, caused or occasioned, directly or indirectly, by the Contractor's failure to locate said buried utility or obstruction. In addition, if the project is abandoned because of the conflict resulting from said obstruction, the Contractor agrees to pay Keefe for the attempted crossing at the unit price stipulated in this contract or Keefe's actual costs, whichever is the greater.
14. Unless stated to the contrary in Keefe's proposal, this quotation is based on auger-boring or machine tunneling in suitable sand and/or clay soils. In the event rock, boulders, stone debris or other materials are encountered, which in Keefe's opinion prevents auger-boring or machine tunneling, the Contractor agrees to compensate Keefe for the cost incurred attempting to accomplish the auger-bored or machine tunneled crossing. Voids created outside the crossing while boring through gravel or unstable soils will be pressure grouted by Keefe as a billable additional cost to this contract. If the Contractor requests Keefe to complete the crossing by means other than auger-boring or machine tunneling, then a price will be negotiated which is mutually agreeable to the Contractor and Keefe for performing this additional work.
15. Keefe will deposit all excavated soils from the auger-boring or tunneling operations at the surface adjacent to the work shaft. It is the Contractor's responsibility to dispose of and/or haul these excavated soils from the work-site.
16. It is the Contractor's responsibility to remove and restore any paved or landscaped surface areas affected by Keefe's work.
17. Payment by the Contractor to Keefe for services and materials furnished will be no later than (45) forty five days following the month during which they were provided. Amounts not paid within that time period shall be subject to a service charge equal to 1.5% per month on the unpaid amount. There will be no retention of funds by the Contractor on any Keefe invoices, unless agreed to in writing by Keefe.
18. Sales or use taxes are not included in Keefe's proposal, and any such tax that is applicable to this proposal is the responsibility of the Contractor. Any sales or use tax which Keefe is required to collect will be invoiced to the Contractor.
19. Upon request, Keefe will furnish a Certificate of Insurance for work covered by this proposal for (1) Workers Compensation Insurance as required by the State of Illinois with employer's liability coverage of \$500,000, (2) General Liability Insurance with a general aggregate limit of \$2,000,000 and per occurrence limit of \$1,000,000, (3) Automobile Liability with a combined single limit of \$1,000,000, and (4) a \$5,000,000 General Liability Umbrella Policy over these limits. Railroad Protective Liability, Pollution Liability, Engineering Professional Liability, and Builder's Risk Insurance policies, if required, are the responsibility of the Contractor.
20. The cost of a Performance and Payment Bond has not been included in Keefe's pricing.
21. Keefe will not accept any back-charges from the Contractor, unless Keefe has been given proper written notice of the Contractor's intent to back-charge, and Keefe is given (72) seventy-two hours to accept responsibility for the cause of the notice and commence corrective action to remedy same.
22. This proposal is based upon acceptance within (45) forty-five days from the date of same. This proposal is an offer to enter into an agreement for the work described hereinbefore, and is deemed an enforceable contract upon acceptance. The Contractor accepts this proposal either by signature, oral assent, scheduling or commencing the work described in this proposal, and any of these modes of acceptance shall be deemed to incorporate all of the terms of this proposal into the contract between the Contractor and Keefe.

CONTRACT NO. I-18-4433

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES X NO \_\_\_\_\_

6. DOCUMENT REFERENCE

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

The Special Provisions YES X NO \_\_\_\_\_

The Contract Plans YES X NO \_\_\_\_\_

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

Dated at Coal City, IL this 19 day of December, 2018.

D. Construction, Inc.  
Name of Organization

By [Redacted] Kenneth Sandeno  
President  
Title of Person Signing

STATE OF Illinois )  
COUNTY OF Grundy )

Kenneth Sandeno being duly sworn deposes and says that he/she is President  
of the above D. Construction, Inc. and that the answers to the questions in the foregoing  
Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 19 day of December, 2018.

[Redacted]  
Notary Public

My Commission Expires: 11/17/22



**CONTRACT NO. I-18-4433**

**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
	<b>SEE ATTACHED</b>	<b>LIST</b>		

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
	<b>SEE ATTACHED</b>	<b>LIST</b>		

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
	<b>SEE ATTACHED</b>	<b>LIST</b>		

TOTAL OF BIDS PENDING AWARD                     \$686,973,109                    

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.

D. Construction, Inc.  
 BIDDER  
12-19-2018  
 DATE

Kenneth Sandeno  
  
 BY:                      SIGNATURE

President  
 TITLE

\_\_\_\_\_  
 SUB-CONTRACTOR

\_\_\_\_\_  
 SUB-CONTRACTOR

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	164th St. Pedestrian Ramp - Calumet City	Complete - Pending Closeout	\$294,213	60M03
Illinois Department of Transportation	163rd St. - Dixie Hwy to Park Ave. - Markham	Complete - Pending Closeout	\$503,394	61D88
Illinois Department of Transportation	170th Western Ave. to Dixie Hwy - Hazel Crest	Complete - Pending Closeout	\$316,114	61D91
Illinois Department of Transportation	188th Street - Lansing	Complete - Pending Closeout	\$885,118	60M45
Illinois Department of Transportation	75th Street at Book Road - Naperville	Complete - Pending Closeout	\$541,491	61C89
Illinois Department of Transportation	Amber Lane to McGinty Street - Diamond	Complete - Pending Closeout	\$101,818	87600
Illinois Department of Transportation	Aurora Municipal Airport	Complete - Pending Closeout	\$391,885	AU066
Illinois Department of Transportation	Blodgett Road bridge over Grant Creek	Complete - Pending Closeout	\$1,834,811	60X60
Illinois Department of Transportation	Broadway Street - Blue Island	Complete - Pending Closeout	\$991,300	62C64
Illinois Department of Transportation	Butterfield Road Culvert Rehab	Complete - Pending Closeout	\$529,842	62B96
Illinois Department of Transportation	Caton Farm Road over the DuPage River - Joliet	Complete - Pending Closeout	\$2,305,270	61B98
Illinois Department of Transportation	CH 15 and CH 4 Intersection - LaSalle County	Complete - Pending Closeout	\$634,012	87546
Illinois Department of Transportation	DesPlaines River Bridge Repairs	Complete - Pending Closeout	\$621,354	62A22
Illinois Department of Transportation	DuPage River to Fort Beggs Bike Trail - Plainfield	Complete - Pending Closeout	\$803,235	61A76
Illinois Department of Transportation	Dwight Train Depot	Complete - Pending Closeout	\$103,093	87681
Illinois Department of Transportation	Four Lakes Avenue - Lisle	Complete - Pending Closeout	\$1,743,142	61A89
Illinois Department of Transportation	Halsted Street - Glenwood	Complete - Pending Closeout	\$789,117	61B77
Illinois Department of Transportation	Homer Glen Trail - Martingale Lane to 159th St	Complete - Pending Closeout	\$444,363	61B56
Illinois Department of Transportation	I-55 Arsenal Interchanges	Complete - Pending Closeout	\$37,477,833	60F12
Illinois Department of Transportation	I-55 over Des Plaines River - Channahon	Complete - Pending Closeout	\$7,650,285	60R82
Illinois Department of Transportation	I-80 - East of the Fox River	Complete - Pending Closeout	\$76,815	66H51
Illinois Department of Transportation	I-94 - Glenview Road & Lincoln Avenue	Complete - Pending Closeout	\$292,175	62F38
Illinois Department of Transportation	I-94 over I-67 Bridge Repair - Chicago	Complete - Pending Closeout	\$103,640	62F98
Illinois Department of Transportation	IL 170 - Seneca Dr. to north of N 21st Rd	Complete - Pending Closeout	\$649,956	66F98
Illinois Department of Transportation	IL 23 over the Illinois River	Complete - Pending Closeout	\$102,102	68F67
Illinois Department of Transportation	IL 31 at Watkins St. in Montgomery	Complete - Pending Closeout	\$1,362,245	60V53
Illinois Department of Transportation	IL 47 - Morris	Complete - Pending Closeout	\$967,489	66B97
Illinois Department of Transportation	IL 71 Slope Stabilization - Ottawa & Utica	Complete - Pending Closeout	\$522,729	66F07
Illinois Department of Transportation	IL171 Culvert Repair - Palms Township	Complete - Pending Closeout	\$180,720	62B61
Illinois Department of Transportation	Indian Trail Road over the Fox River - Aurora	Complete - Pending Closeout	\$9,779,159	63863
Illinois Department of Transportation	Kennedy Rd. Shared-use Path - Yorkville	Complete - Pending Closeout	\$753,942	87628
Illinois Department of Transportation	Klemme Rd. over Plum Creek Bridge	Complete - Pending Closeout	\$891,302	61D68
Illinois Department of Transportation	Lisbon Rd. over I-80 - Morris	Complete - Pending Closeout	\$3,098,655	66B27
Illinois Department of Transportation	Main Street over Walnut Bridge - Walnut	Complete - Pending Closeout	\$942,498	87680
Illinois Department of Transportation	Mission Creek Bridge Replacement - Box Culvert	Complete - Pending Closeout	\$309,278	87645
Illinois Department of Transportation	NB & SB Lanes of I-57 over Kankakee River	Complete - Pending Closeout	\$19,326,608	66750

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	Ohio St. over BNSF - Aurora	Complete - Pending Closeout	\$7,802,274	63859
Illinois Department of Transportation	Old Plank Trail Pedestrian Bridge - New Lenox	Complete - Pending Closeout	\$1,409,900	60V71
Illinois Department of Transportation	Rt 17 Resurface - Dwight	Complete - Pending Closeout	\$899,334	66F39
Illinois Department of Transportation	Rt 34 & Orchard Rd. - Oswego	Complete - Pending Closeout	\$103,281	66H41
Illinois Department of Transportation	Sauk Trail - Sauk Village & Bloom Township	Complete - Pending Closeout	\$1,207,413	60X38
Illinois Department of Transportation	Second Street Bridge - Lockport	Complete - Pending Closeout	\$936,430	61D71
Illinois Department of Transportation	Sheffer Rd. over Indian Creek - Aurora (Bridge)	Complete - Pending Closeout	\$1,477,135	61B08
Illinois Department of Transportation	Shoulder Repairs - Various Locations	Complete - Pending Closeout	\$235,687	62C91
Illinois Department of Transportation	Steger Road & US 45 - Frankfort	Complete - Pending Closeout	\$2,991,330	61C70
Illinois Department of Transportation	TR 199 over Big Rock Creek	Complete - Pending Closeout	\$807,471	61D84
Illinois Department of Transportation	US 30 @ IL 31 - BN & Santa Fe RR Montgomery	Complete - Pending Closeout	\$21,175,305	60I33
Illinois Department of Transportation	US 50 over Welch Creek	Complete - Pending Closeout	\$779,601	61A07
Illinois Department of Transportation	US 52 - East of IL 71 (Various Locations)	Complete - Pending Closeout	\$995,640	66D49
Illinois Department of Transportation	US 52 over Saratoga Creek	Complete - Pending Closeout	\$426,334	66C62
Illinois Department of Transportation	US 52/ Jefferson St. - Troy Twp	Complete - Pending Closeout	\$1,501,965	62C83
Illinois Department of Transportation	US 6 - Bridge Repairs	Complete - Pending Closeout	\$266,788	66F65
Illinois Department of Transportation	US 6 & Seneca Road	Complete - Pending Closeout	\$58,601	66F68
Illinois Department of Transportation	US 6 over Milliken Creek - Ottawa	Complete - Pending Closeout	\$984,802	66A58
Illinois Department of Transportation	US 6 to Bell Road - Channahon	Complete - Pending Closeout	\$93,755	66F59
Illinois Department of Transportation	Vermont - Blue Island	Complete - Pending Closeout	\$592,439	62C82
Illinois Department of Transportation	Wallin Drive - Plainfield	Complete - Pending Closeout	\$391,635	60L05
Illinois Department of Transportation	Washington Street over Spring Creek	Complete - Pending Closeout	\$1,435,911	61A48
Illinois Department of Transportation	Wood Street - Hazel Crest	Complete - Pending Closeout	\$542,964	62C85
Illinois Department of Transportation	Cal Sag Bike Trail - Alsip	Complete - Pending Closeout	\$2,370,174	63834
Illinois Department of Transportation	Cal Sag Bike Trail - Cook	Complete - Pending Closeout	\$4,465,403	63866
Illinois Department of Transportation	CH 19 Bridge over East Bureau Creek - Depue	Complete - Pending Closeout	\$336,179	87671
Illinois Department of Transportation	Cicero Avenue Resurface	Complete - Pending Closeout	\$1,813,402	62B52
Illinois Department of Transportation	City of Crest Hill - Paths & Sidewalks	Complete - Pending Closeout	\$154,163	61C99
Illinois Department of Transportation	Deerpath Road over Mill Creek - Batavia	Complete - Pending Closeout	\$1,548,296	61A88
Illinois Department of Transportation	Ed Hand Highway over the Vermillion River	Complete - Pending Closeout	\$3,199,833	87605
Illinois Department of Transportation	I-80 over Des Plaines River - Joliet	Complete - Pending Closeout	\$1,476,952	60Y64
Illinois Department of Transportation	IL 17 & UPRR - Dwight	Complete - Pending Closeout	\$4,355,353	66D18
Illinois Department of Transportation	Kedzie Ave Resurface	Complete - Pending Closeout	\$390,725	62D83
Illinois Department of Transportation	Old Plank Road Trail - Chicago Heights	Complete - Pending Closeout	\$892,872	61B14
Illinois Department of Transportation	Rt 6 Box Culvert - Bureau County	Complete - Pending Closeout	\$320,690	66B65
Illinois Department of Transportation	US 30/IL 56 - Big Rock and Sugar Grove	Complete - Pending Closeout	\$3,666,113	62C37

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	127th St Heggs - Plainfield	Complete - Pending Closeout	\$2,673,073	61C98
Illinois Department of Transportation	191st St. & Harlem Ave. - Tinley Park	Complete - Pending Closeout	\$3,298,364	61A03
Illinois Department of Transportation	BNSF RR Crossing - Broadway - Coal City	Complete - Pending Closeout	\$318,667	87667
Illinois Department of Transportation	Bolingbrook's Clow Int'l Airport - Rehab Apron	Complete - Pending Closeout	\$522,945	BO004
Illinois Department of Transportation	Busse Highway over Prairie Creek - Des Plaines	Complete - Pending Closeout	\$198,260	62D41
Illinois Department of Transportation	CH32 - 27th Road	Complete - Pending Closeout	\$299,738	87701
Illinois Department of Transportation	Eola Road - Aurora	Complete - Pending Closeout	\$10,299,930	61C06
Illinois Department of Transportation	I-57 - Bourbonnais (Concrete)	Complete - Pending Closeout	\$9,500,891	66982
Illinois Department of Transportation	IL 113 & Will Road - Diamond	Complete - Pending Closeout	\$1,427,413	87806
Illinois Department of Transportation	IL 25 - Kane Co. line to Waubensee Creek - Oswego	Complete - Pending Closeout	\$706,092	60838
Illinois Department of Transportation	IL 31 - Oswego	Complete - Pending Closeout	\$891,868	66E52
Illinois Department of Transportation	IL 43 at 151st. St. - Orland Park	Complete - Pending Closeout	\$899,860	60X85
Illinois Department of Transportation	IL 47 - Sherrill Rd & Saratoga/ Valley Run Creek - South	Complete - Pending Closeout	\$38,427,378	66B83
Illinois Department of Transportation	IL 50 (Cicero Ave) - Hometown/Chicago/Burbank/Oak Lawn	Complete - Pending Closeout	\$3,644,487	62A08
Illinois Department of Transportation	IL 53 - Division to Center St. - Braidwood	Complete - Pending Closeout	\$3,837,229	62B36
Illinois Department of Transportation	IL 53 - Strip Mine & Coal City Rd. - Wilmington	Complete - Pending Closeout	\$4,674,380	62B33
Illinois Department of Transportation	IL 71 from Minkler/Orchard Rd to US 34 - Oswego	Complete - Pending Closeout	\$21,744,319	66420
Illinois Department of Transportation	IL 83 - Midlothian	Complete - Pending Closeout	\$1,313,310	62C45
Illinois Department of Transportation	Internationale Parkway - Woodridge	Complete - Pending Closeout	\$807,962	61E58
Illinois Department of Transportation	Oswego Frontage Road - IL 31	Complete - Pending Closeout	\$295,006	62C61
Illinois Department of Transportation	Rt 52 @ Raynor Ave. Paving - Joliet	Complete - Pending Closeout	\$389,360	60V43
Illinois Department of Transportation	Rte 6 at I-55 - Channahon	Complete - Pending Closeout	\$8,900,713	60X84
Illinois Department of Transportation	Salt Creek Greenway Trail	Complete - Pending Closeout	\$3,891,452	83714
Illinois Department of Transportation	Touhy Ave over DesPlaines River - Park Ridge	Complete - Pending Closeout	\$1,466,510	60V27
Illinois Department of Transportation	TR107A Bridge over Somonauk Creek	Complete - Pending Closeout	\$1,293,645	87632
Illinois Department of Transportation	US 30 Montgomery - Patch & Resurface	Complete - Pending Closeout	\$263,406	62F27
Illinois Department of Transportation	US 30 over Lily Creek - Plainfield	Complete - Pending Closeout	\$20,967,039	60P95
Illinois Department of Transportation	US 34 over Little Vermilion River	Complete - Pending Closeout	\$1,138,976	66853
Illinois Department of Transportation	US 45 - 131st to 143rd - Orland & Palos Park - North	Complete - Pending Closeout	\$32,920,024	60M62
Illinois Department of Transportation	US 45 - 143rd St to 159th St - Orland Park - Middle	Complete - Pending Closeout	\$26,920,962	60M61
Illinois Department of Transportation	US 45 - 159th to 179th - Orland Hills/ Park - South	Complete - Pending Closeout	\$29,886,265	60F05
Illinois Department of Transportation	US 46 between I-80/ METRA Railroad	Complete - Pending Closeout	\$1,115,027	62F04
Illinois Department of Transportation	US 62 & IL 53 over Hickory Creek - Joliet	Complete - Pending Closeout	\$806,869	60M98
Illinois Department of Transportation	US 52 Structure Replacement Kendall County	Complete - Pending Closeout	\$432,411	66F61
Illinois Department of Transportation	US 6 - I-55 Southbound Exit Ramps	Complete - Pending Closeout	\$3,434,303	62A00
Illinois Department of Transportation	US 6 - I-55 to Manor Lane to Frontage Rds	Complete - Pending Closeout	\$6,565,771	60I30

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	US 8 & I-180 - Bureau	Complete - Pending Closeout	\$460,431	66C57
Illinois Department of Transportation	US 6/ IL 53 - Joliet	Complete - Pending Closeout	\$619,561	62C41
Illinois Department of Transportation	Washington Street Bridge - Naperville	Complete - Pending Closeout	\$2,170,263	61C38
Illinois Department of Transportation	West County Line Rd over Union Ditch	Complete - Pending Closeout	\$1,563,386	61A77
Illinois Department of Transportation	Wolf Road over Hickory Creek - Mokena	Complete - Pending Closeout	\$181,966	62G06
Illinois Department of Transportation	108th St. to 153rd St. Bike/ Ped Path - Orland Park	Punchlist Work to do	\$156,039	61D38
Illinois Department of Transportation	I-55 & I 80 Intermittent Resurface	Punchlist Work to do	\$623,122	62G33
Illinois Department of Transportation	IL 47 & I-80 Ramp Patching - Grundy	Punchlist Work to do	\$136,744	66J33
Illinois Department of Transportation	IL 89 over Brush Creek - Arlington	Punchlist Work to do	\$1,045,173	66A21
Illinois Department of Transportation	Indiana Ave - Riverdale, Dolton, South Holland	Punchlist Work to do	\$1,284,651	62C54
Illinois Department of Transportation	Patching - I-80	Punchlist Work to do	\$323,732	66J29
Illinois Department of Transportation	South Will Co. ADA Sidewalks	Punchlist Work to do	\$370,717	62D57
Illinois Department of Transportation	US 30 - Collins St to I-80 - Joliet	Punchlist Work to do	\$1,753,921	60V18
Illinois Department of Transportation	US 30 & 119th St. - Plainfield	Punchlist Work to do	\$1,853,184	62B80
Illinois Department of Transportation	Winfield Mounds Forest Preserve	Punchlist Work to do	\$2,024,727	61C60
Illinois Department of Transportation	Aurora - Farnsworth Ave over Indian Creek	Currently Working On	\$3,938,969	61D28
Illinois Department of Transportation	CH 3 over the Fox River - Millington	Currently Working On	\$1,521,358	67683
Illinois Department of Transportation	CH1 - I-80 to 170th St - East Hazel Crest	Currently Working On	\$2,425,620	61D42
Illinois Department of Transportation	Goodenow Rd over Plum Creek	Currently Working On	\$1,278,097	63707
Illinois Department of Transportation	I-180 over Illinois River	Currently Working On	\$556,692	66J40
Illinois Department of Transportation	I-55 - IL 116 to IL 23 - Pontiac	Currently Working On	\$8,426,239	66B64
Illinois Department of Transportation	I-55 over BNSF & Grant Creek	Currently Working On	\$1,854,497	62G46
Illinois Department of Transportation	I-55 over Gooseberry Creek	Currently Working On	\$729,800	66H25
Illinois Department of Transportation	IL 171 (First Avenue) over Salt Creek - Lyons	Currently Working On	\$449,963	60R73
Illinois Department of Transportation	IL 171 Widening - Lockport	Currently Working On	\$3,458,982	62C09
Illinois Department of Transportation	IL 178 over the Illinois River	Currently Working On	\$25,584,272	66992
Illinois Department of Transportation	IL 19 over Salt Creek - Wood Dale	Currently Working On	\$593,767	60M74
Illinois Department of Transportation	IL 26 - north of I80 - Princeton	Currently Working On	\$2,216,371	66A19
Illinois Department of Transportation	IL 47 - Sherrill Rd. to Caton Farm Rd. - North	Currently Working On	\$46,195,539	66B84
Illinois Department of Transportation	IL 50 over I-57 Bridge Rehab - Country Club Hills	Currently Working On	\$2,814,624	60T44
Illinois Department of Transportation	IL 71 - from IL 47 to IL 126	Currently Working On	\$12,531,371	66D24
Illinois Department of Transportation	IL 83 & IL 171 - Lemont	Currently Working On	\$6,665,294	60Y25
Illinois Department of Transportation	Iroquois - Route 6 Box Culvert	Currently Working On	\$213,874	60Y26
Illinois Department of Transportation	Kean Avenue Culvert - Palos Township	Currently Working On	\$638,975	62D40
Illinois Department of Transportation	Little Calumet River Bridge - South Holland	Currently Working On	\$2,795,606	61D83
Illinois Department of Transportation	North Street over I-57 - Bradley	Currently Working On	\$3,940,133	66885

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	Route 8/IL 83 over the Little Calumet River	Currently Working On	\$5,453,097	60K78
Illinois Department of Transportation	Sidewalks various locations - South Wilmington	Currently Working On	\$284,602	87611
Illinois Department of Transportation	Taylor Ave - Walnut St to Willis St - Glen Ellyn	Currently Working On	\$2,745,521	61E40
Illinois Department of Transportation	US 12/45 over Addison Creek Culvert - Stone Park	Currently Working On	\$2,497,679	60V22
Illinois Department of Transportation	US 30 at 394 - over Deer Creek Ford Heights Deck	Currently Working On	\$401,237	60M93
Illinois Department of Transportation	US 34 - Yorkville to Orchard Road - Oswego	Currently Working On	\$33,211,900	66884
Illinois Department of Transportation	US 62 - Spencer Rd to US 45 - Manhattan	Currently Working On	\$1,555,085	62B45
Illinois Department of Transportation	US 52 & River Rd. - Shorewood	Currently Working On	\$3,082,206	61D82
Illinois Department of Transportation	Various Bridge Repairs I-90/I-94 - Chicago	Currently Working On	\$1,808,950	62G16
Illinois Department of Transportation	West 167th Street & Gougar Road - Lockport	Currently Working On	\$1,576,888	61E47
Illinois Department of Transportation	Wolf Road over Weller's Ditch - Des Plaines	Currently Working On	\$520,542	60W53
Illinois Department of Transportation	Black Road Pedestrian Bridge	Pending Start	\$2,353,968	61E07
Illinois Department of Transportation	Braceville Rd over Mazon River	Pending Start	\$984,309	87642
Illinois Department of Transportation	Culvert Replacement - Calumet	Pending Start	\$396,566	62A28
Illinois Department of Transportation	I-180 over IL 26	Pending Start	\$535,864	66H27
Illinois Department of Transportation	I-80 Reconstruct at US 30 Interchange - New Lenox	Pending Start	\$47,130,620	60N87
Illinois Department of Transportation	IL 22/ Flint Creek Tributary - Lake County	Pending Start	\$360,217	62B84
Illinois Department of Transportation	Lewis Airport - Rehab Parking Lot	Pending Start	\$320,001	LE052
Illinois Department of Transportation	Shared Use Path - Montgomery Rd. - Aurora	Pending Start	\$588,452	61E88
Illinois Department of Transportation	Union Ditch Bike/ Ped Path - Frankfort	Pending Start	\$752,414	61D22
Illinois Department of Transportation	167th Street Bridge over I-57	Waiting on Contract	\$3,986,073	80T43
Illinois Department of Transportation	Aucutt Road - Montgomery	Waiting on Contract	\$522,896	61F11
Illinois Department of Transportation	I-55 South of IL 17 - Livingston	Waiting on Contract	\$2,821,316	66H50
Illinois Department of Transportation	IL 31 over BNSF Railroad - Kendall/ Kane	Waiting on Contract	\$2,429,071	62D43
Illinois Department of Transportation	Moen Ave - Rockdale	Waiting on Contract	\$2,119,384	61E00
Illinois Department of Transportation	Rehabilitate Taxiway B, Phase 2 - Lewis Airport	Waiting on Contract	\$1,740,980	LE051
Illinois Department of Transportation	St. George Road over I-57 - Bourbonnais	Waiting on Contract	\$4,251,258	66956
Illinois Department of Transportation	US 52 over Little Vermillion River - LaSalle	Waiting on Contract	\$1,569,242	86A57
Illinois Department of Transportation	Wolf Road - Orland Park	Waiting on Contract	\$1,200,451	62C71
			\$686,973,109	



**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 **25%** 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 proposal guaranty, and may deny authorization to bid the project if re-advertised for bids.

The DBE Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or demonstrate and document its good faith efforts to meet the goal. The DBE Utilization Plan 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 by 5:00 p.m. of the fifth calendar day after email notification to the prime from the Tollway of low apparent bidder status.

The submission of DBE Form 2025 should be via email to [constructionbid@getipass.com](mailto:constructionbid@getipass.com).

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

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

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

### **6.3 Counting DBE Participation**

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

- 6.3.1 The entire amount of that portion of work that the DBE is certified to perform, as indicated on the DBEs Letter of Certification, and that is performed by the DBE's own forces either as the Contractor or a subcontractor shall be counted, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and

equipment the DBE purchases or leases from the prime Contractor or the prime Contractor's Affiliate). Work that the DBE subcontracts to a non-DBE does not count toward the DBE goal.

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

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

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

#### **6.4 Demonstrating Commercially Useful Function**

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

- 6.4.1 To perform a commercially useful function, the DBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- 6.4.2 A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, ISTHA will examine similar transactions, particularly those in which DBEs do not participate.
- 6.4.3 If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ISTHA will presume that the DBE is not performing a commercially useful function. When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE and the Contractor may present evidence to rebut this presumption.

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

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

The extended documentation period is intended to allow Contractors that have made a good faith effort to secure DBE participation an opportunity to meet the stated contract goal. Contractors are expected to have utilized good faith efforts in compiling their initial DBE Utilization Plan, and the DBE participation indicated in the initial DBE Utilization Plan should reflect the participation the Contractor could achieve through good faith efforts. The extended documentation period should not be used to secure significantly higher DBE participation only after being identified as the low bidder. In no case should a Contractor remove, replace or reduce the commitment to a DBE listed in the initial Utilization Plan without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special

provision. When ISTHA determines that a Contractor, either through a pattern of conduct or with respect to a single bid, has failed to discharge its good faith efforts obligations in this intended fashion, ISTHA, in its discretion, may reject the bid outright without allowing the bidder to take advantage of the extended documentation period.

## **6.6 Good Faith Efforts Procedures**

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

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

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

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

- 6.6.1 Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the bidder. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than 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 Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract goal.
- 6.6.6 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 notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, [DBE@getipass.com](mailto:DBE@getipass.com), (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.

A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered consent by the bidder to extend the time for award. The request will be forwarded to ISTHA's Chief of Diversity and Strategic Development. The Chief of Diversity and Strategic Development may extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. Such meeting shall extend the time for a decision. After the review by the Chief of Diversity and Strategic Development, the bidder will be sent a written decision within 10 working days after receipt of the request for



reconsideration or the date of the meeting, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall approve the DBE Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid non-responsive. The administrative reconsideration procedures described in this section are not intended to allow a bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

## **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 20 calendar days of award.

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

### **7.2 Changes to the DBE Utilization Plan**

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

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

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

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

- 7.2.1 Unavailability after receipt of reasonable notice to proceed;
- 7.2.2 Failure of performance;
- 7.2.3 Financial incapacity;
- 7.2.4 Refusal by the subcontractor to honor the bid or proposal 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 proposal; or
- 7.2.8 Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

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

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

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

A new subcontract, a new Form 2025 for the substituted DBE (if applicable) and an amended DBE Utilization Plan must be executed and submitted to the Diversity and Strategic Development Department within 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**

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

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

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

## **8. SANCTIONS**

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

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

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

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

## **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.



PRIME CONTRACTOR: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_  
 CONTACT PHONE NUMBER: \_\_\_\_\_  
 CONTACT E-MAIL: \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_  
 PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

Instructions to Bidders:

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

DBE UTILIZATION PLAN		
DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount (\$) If supplier, enter 60% credit amount.
TOTAL		

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

\_\_\_\_\_  
 Signature

## Mancillas, Pam

---

**From:** Robinson, Lynnette  
**Sent:** Wednesday, February 06, 2019 2:59 PM  
**To:** Flaska, Robert; Mancillas, Pam; Gomez, Graciela; Biggs, Susan; Rivers, Charissa; Lanzo, Paul; Hamilton, Kristen; Dinkel, Deanna; Robinson, Lynnette  
**Subject:** Contract #I-18-4433- FINAL DIVERSITY UTILIZATION PLANS FOR CONTRACT BOOK  
**Attachments:** 4433 Final DBE Plan.pdf; 4433 Final VOSB Plan.pdf

Please see attached DBE/VOSB Utilization Plan for contract #I-18-4433

This includes the

- DBE Utilization Plan
- DBE 2026 form – original submitted at time of bid and update
- DBE 2025 forms – original submitted after bid and updates
- VOSB Utilization Plan
- VOSB 2026 form – original submitted at time of bid and update
- VOSB 2025 forms – original submitted after bid and updates



Regards,

Lynnette Robinson

*Lynnette Robinson*

Consultant for Diversity and Engineering  
Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515  
630.241.6800 x 1908  
[lrobinson@getipass.com](mailto:lrobinson@getipass.com)

**E-MAIL CONFIDENTIALITY NOTICE:** This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

Date: 12/7/2018  
 To: Contact Name: Rob Male  
 Contractor Company Name: D Construction, Inc.  
 From: Lynnette Robinson  
 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: 12/7/2018 Revision # 0  
 Contract # I-18-4433 Established DBE Goal: 25.00 %  
 Contract Description: I-57 Median North of I-294, Ramp L

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

Notes:

DBE Plan as Submitted by apparent low bidder:		Contract Award Amount	\$18,086,146.12						
D/WMBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
DND Electric, Inc	SB	D/WMBE VOSB	Electrical	\$303,457.50	\$303,457.50	1.67 %	CMS	M	Hispanic
Double G Excavating, Inc.	SB	D/WMBE	Aggregate, barrier wall	\$1,536,229.83	\$1,536,229.83	8.49 %	IDOT	F	Caucasian
Efficient Trucking, Inc.	Trucker	D/WMBE	Trucking	\$136,000.00	\$136,000.00	0.75 %	IDOT	M	Hispanic
Five Star Hauling	Trucker	W/WMBE	Trucking	\$136,500.00	\$136,500.00	0.75 %	City of Chicago	F	Hispanic
Gardenscape Contractors, Inc.	SB	DBE	Underdrain	\$284,032.74	\$284,032.74	1.57 %	IDOT	M	Hispanic
Great Lakes Metals Corporation	Supplier	D/WMBE	Steel Supplier	\$894,416.70	\$536,650.02	2.96 %	City of Chicago	F	Caucasian
M.D. Miller Trucking and Topsoil, Inc.	Trucker	DBE	Trucking	\$182,750.00	\$182,750.00	1.01 %	IDOT	F	Caucasian
MA Rebar Services, Inc.	SB	WBE	Rebar	\$775,358.55	\$775,358.55	4.28 %	City of Chicago	F	Caucasian
Marking Specialists Corporation	SB	D/WMBE	Striping	\$158,614.48	\$158,614.48	0.87 %	IDOT	M	Hispanic
MIDCO Electric Supply, Inc.	Supplier	D/WMBE	Electric Material Supplier	\$167,367.89	\$100,420.73	0.55 %	IDOT	F	Caucasian
Natural Creations Landscaping, Inc.	SB	D/WMBE	Landscaping	\$178,525.55	\$178,525.55	0.98 %	City of Chicago	M	Hispanic
S & J Construction Co., Inc.	SB	D/WMBE	Signage	\$197,487.75	\$197,487.75	1.09 %	City of Chicago	F	Caucasian
<b>Total # of subcontractors: 12</b>			<b>TOTAL</b>	<b>\$4,950,740.99</b>	<b>\$4,628,027.16</b>	<b>25.02 %</b>			
<b>Total # of subcontractors: 12</b>			<b>Total %</b>	<b>27.37 %</b>	<b>25.02 %</b>				



ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
DBE FORM 2028 - UTILIZATION PLAN

PRIME CONTRACTOR: D. Construction, Inc.  
CONTACT NAME: Rob Male  
CONTACT PHONE NUMBER: 815-634-2555  
CONTACT E-MAIL: r.male@dconstruction.com

CONTRACT NUMBER I-18-4433

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_

PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

Instructions to Bidders:

1. Bidders are required to comply with the Special Provision.
2. Submit only one DBE Utilization Plan for each Project.
3. This Utilization Plan, Form 2028 must:
  - be submitted with the bid or the bid may be deemed non-responsive
  - be an accurate representation of work and pricing agreed upon between the prime and the DBE firm prior to bid submission
4. The Participation Statement(s) (DBE Form 2025), with original signatures, pay item description and pricing are to be submitted to Tollway Diversity at constructionbid@getpasa.com by 5 p.m. on the fifth calendar day after notification to the prime by the Tollway of apparent low bidder status
5. Each company listed on the Utilization Plan and subsequent Participation Statement must be listed in a certifying agency's database as stipulated in the Special Provision at the time of bid submission to be considered acceptable for DBE credit
6. In no case should a Contractor remove, replace or reduce the commitment to a DBE listed in the initial Utilization Plan on the Participation Statement without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

DBE UTILIZATION PLAN		
DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount (\$) If supplier, enter 60% credit amount.
D N D Electric, Inc. (Aldridge Electric)	Electrical	\$303,457.50
Midco Electric Suppy, Inc. (Aldridge Electric)	Electrical material supplier	\$100,420.73
Marking Specialists Corp.	Striping	\$158,614.48
Natural Creations Landscaping, Inc.	Landscaping	\$178,525.55
S&J Construction Co., Inc.	Signage	\$197,487.75
Great Lakes Metals Corp.	Steel Supplier	\$536,650.02
Gardenscape Contractors, Inc.	Underdrain	\$284,032.74
Double "G" Excavating	Aggregate, barrier wall	\$1,536,229.82
MA Rebar Services, Inc.	Rebar	\$775,358.55
Efficient Trucking, Inc.	Trucking	\$136,000.00
<b>TOTAL</b>		<b>\$4,206,777.14</b>

For ebid: the submission of Form 2028 constitutes signature of this form.  
For hardcopy: signature required.  
Form 2028 - 03/2018

12-11-2018  
Signature

Continued on  
next page



ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: B. Construction, Inc.  
CONTACT NAME: Rob Male

CONTACT PHONE NUMBER: 815-634-2555  
CONTACT E-MAIL: r.male@bconstruction.com

CONTRACT NUMBER I-18-4433

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_

PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

Instructions to Bidders:

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

DBE UTILIZATION PLAN		
DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount (\$) If supplier, enter 60% credit amount.
Five Star Hauling, Inc.	Trucking	\$136,500.00
MD Miller Trucking & Topsoil, Inc.	Trucking	\$182,750.00
Total from previous page	-----	\$4,206,775.00 *
<b>TOTAL</b>		<b>\$4,526,027.14 *</b>

For ebid: the submission of Form 2026 constitutes signature of this form. [REDACTED] 12-11-2018 25.02%  
 For hardcopy: signature required. \_\_\_\_\_  
 Form 2026 - 03/2018 Signature



DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

Illinois State Toll Highway Authority "ISTHA"

CONTRACT # 1-18-1433

DBE FIRM NAME: DND Electric, Inc.

CHECK ALL THAT APPLY:  ONE  MORE  WBE  SEA  WVA

PRIME  PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

TIER 1 (SUB TO PRIME):  Y  N TIER 2 OR BELOW:  Y  N UNDER CONTRACT TO: Audigre Electric, Inc.

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicate to 50% of contract amount if firm is a SUPPLIER)</small>
	"SEE ATTACHED QUOTE"			303,457.50		303,457.50
TOTALS FOR THIS DBE FIRM:				303,457.50		303,457.50

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #567303D, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature of Prime Contractor: Amy Rose Date: 12-11-18

Signature of DBE Contractor: David DeLeon Date: 12/11/2018

Company Name: DND Electric, Inc.

Address: 1311 E. Touhy Ave. Des Plaines, IL 60018

Phone: 630-585-0933

Email: dnd@dnselectric.com



1111 EAST TOUHY AVE. DES PLAINES IL, 60018  
 PH: 630-585-0933 FAX: 630-585-0314

PROJECT: I-57 MEDIAN NORTH OF I-294 RAMP L

Contract No. I-18-4433  
 DUE DATE: 12/11/2018  
 NOTE: Quotation Firm for 30 Days

Contact: Jorga Castellon  
 Phone: 630-428-1936

Pay Item	Description	UM	UNIT	Unit Price	Total
81025600	CONDUIT ENCASED, REINFORCED CONCRETE, 4" DIA., PVC 2 WIDE X 1 HIGH	LF	5,849.00	\$ 46.10	\$ 254,769.90
81400200	HEAVY-DUTY HANDHOLE	EA	13.00	\$ 3,749.20	\$ 48,667.60
Total Bid:					\$ 303,467.60

**SCOPE NOTES:**

- 1 DND Acknowledge Addenda 1, 2 AND 3
- 2 DND Quote provides 100% participation for DBE or VOSB
- 3 Protective Crash Trucks are Excluded, to be Provided by Others.
- 4 Utility Locate via Potholing, Hydro Vac and or Trench Excavation is excluded,
- 5 DND will require it to be performed by others prior to performing Electrical scope, under the appropriate pay items for the job.
- 6 Coordination with Utility companies and ComEd to be done by others.
- 7 Coordination with other contracts and contractors to be done by others.
- 8 Restoration is Excluded for entire site, to be done by others.
- 9 Survey Layout is Excluded, to be done by Others.
- 10 Spoil removal is Excluded, to be done by others.
- 11 Coordination with Com Ed is excluded
- 12 Payment Terms - NET 30 after Approved Quantities per Monthly Pay estimates
- 13 Site Access to be provided by Others.
- 14 Traffic Control and Protection / Lane Closures are Excluded. To be provided by Others.

**GENERAL EXCLUSIONS WERE APPLICABLE:**

- 1 Air Saw Cutting and Core Drilling
- 2 Temporary Power and or Communication work
- 3 Hazardous Waste Handling, Removal, or Testing
- 4 Clearing and Grubbing
- 5 Landscaping/Restoration
- 6 Spoil Removal
- 7 Layout
- 8 QC/QA Testing

**NOTES:**

Our bid is conditioned on the execution of a mutually-acceptable contract.



DEPARTMENT OF PROCUREMENT SERVICES

FEB -- 5 2018

CITY OF CHICAGO

David DeLeon  
D N D Electric, Inc.  
1111 E. Touhy Ave. Suite 260  
Des Plaines, Illinois 60018

Dear David DeLeon:

We are pleased to inform you that D N D Electric, Inc. has been certified as a **Minority-Owned Business Enterprise ("MBE")** and **Veteran-Owned Business Enterprise ("VBE")** by the City of Chicago ("City"). This MBE/VBE certification is valid until **02/01/2022**; however, your firm's certification must be revalidated annually. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual **No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual **No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **02/01/2019, 02/01/2020, and 02/01/2021**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **02/01/2022**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/01/2021**.

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

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/VBE** if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

A handwritten signature in black ink, followed by the date "2/5/18".

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- 237130 – Fiber Optic Cable Transmission Line Construction
- 237130 – Pole Line Construction
- 237130 – Substation and Switching Station, Power Transmission Line, Construction
- 237130 – Transformer Station and Substation, Electric Power, Construction
- 237130 – Underground Cable (e.g., cable television, electricity, telephone) Laying
- 237130 – Utility Line (i.e., communication, electric power), Construction
- 238210 – Electrical Contractors

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VE/BE/PEPD) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/vlw

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

Illinois State Toll Highway Authority "ISTHA"

CONTRACT ID: I-18-4433

DBE FIRM NAME: Double "G" Excavating, Inc.

ADDRESS: [Redacted]

PRIME: [Redacted] JV PARTNER: [Redacted] SUBCONTRACTOR: [Redacted] SUPPLIER: [Redacted] MANUFACTURER: [Redacted]

CHECK ALL THAT APPLY:

YES 1 (PAIR TO REMOVED):  YES 2 OR BELOW:  Y  N UNDER CONTRACTS: [Redacted]

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

PAY ITEM NO.	DESCRIPTION: Indicate whether items are, or have been, used.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicate by date of payment amount if firm is a supplier)</small>
	See attached quote					
TOTALS FOR THIS DBE FIRM:				1,539,889.80		

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item 85572010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract (item(s) listed above and to execute a contract in that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereof 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 approval prior to a change in type or scope is a violation of the Special Provisions for DBE Participation and can subject the contractor to contract penalties.

Signature of Prime Contractor: [Redacted] Title: [Redacted] Date: 12-11-18

Signature for DBE Contractor: [Redacted] Title: President Date: 12-11-18

Contract: Cynthia J. Ragain

Firm Name: Double "G" Excavating, Inc.

E-mail: cynthia@doublegexcavating.com

Phone: 815-476-7573

Address: 34296 S. Warner Bridge Rd., Manteno, IL, 60950

*Double "G" Excavating Inc.*

34296 Warner Bridge Road Manteno, IL 60950  
Office 815-476-7573 Fax 815-476-2073  
DOUBLEGEXCAVATINGINC@GMAIL.COM

"D" Construction Inc.  
1488 S. Broadway Street  
Coal City, Illinois 60416

December 10, 2018


Attn: Todd Sandeno  
Re: Illinois Tollway  
#I-18-4433

Please see attached spreadsheet for items quoted for project.

13 items quoted for a bid total of \$1,536,229.82

Please call with any questions.

Sincerely,  
Double "G" Excavating Inc.



Cynthia J. Ragan  
President



REVISÉ WITH ADDENDUM NO. 3

← CONTRACTOR NUMBER  
 CONTRACTOR NAME →  
 COUNTY(IES) → COOK  
 SECTION →  
 LETTING DATE → 12/1/18  
 ITEM NUMBER → TOLLWAY  
 ← CONTRACT NUMBER

BLANK PRICES 0

PAY ITEMS 13 TOTAL BID \$1,536,229.82

I-18-4433

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20800150	TRENCH BACKFILL	CU YD	10,897.000		30.90		\$335,717.30
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	9,830.000		35.30		\$356,829.00
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	6,537.000		12.25		\$80,078.25
70400100	TEMPORARY CONCRETE BARRIER	FOOT	15,625.000		18.15		\$283,593.75
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2,137.500		9.05		\$19,344.38
70400600	RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1,337.500		9.05		\$12,104.38
X0321750	REMOVE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1,268.000		9.05		\$11,475.40
X0325349	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	638.000		18.15		\$11,579.70
X0326967	REINFORCED CONCRETE DUCT BANK REMOVAL	FOOT	8,064.000		7.45		\$60,076.80
X4400198	CONCRETE BARRIER REMOVAL (SPECIAL)	FOOT	2,003.000		15.31		\$30,665.93
J1282010	SUBGRADE FILTER FABRIC	SQ YD	12,547.000		1.60		\$20,075.20
J1704000	TEMPORARY CONCRETE BARRIER	FOOT	4,469.000		18.15		\$81,112.35
JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	6,583.000		35.33		\$232,577.35

**DOUBLE "G" EXCAVATING, INC.**  
 34290 S. WARNER BRIDGE ROAD  
 MANTENO, IL 60950  
 (815) 476-7573

REVISD WITH ADDENDUM NO. 3

<====CONTRACTOR NUMBER

CONTRACTOR NAME====>

COUNTY(IES)====>

SECTION====>

LETTING DATE====>

ITEM NUMBER====>

<====CONTRACT NUMBER

COOK

12/11/18

TOLLWAY

BLANK PRICES 0

PAY ITEMS 13 TOTAL BID \$1,536,229.82

1-18-4433

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20800150	TRENCH BACKFILL	CU YD	10,897.000		30.90		\$336,717.30
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	9,830.000		36.30		\$356,829.00
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	6,537.000		12.25		\$80,078.25
70400100	TEMPORARY CONCRETE BARRIER	FOOT	15,625.000		18.15		\$283,593.75
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2,137.500		9.05		\$19,344.38
70400600	RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1,337.500		9.05		\$12,104.38
X0321750	REMOVE TEMPORARY CONCRETE BARRIER, STATE OWNED	FOOT	1,268.000		9.05		\$11,475.40
X0325349	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	638.000		18.15		\$11,579.70
X0326967	REINFORCED CONCRETE DUCT BANK REMOVAL	FOOT	8,064.000		7.45		\$60,076.80
X4400198	CONCRETE BARRIER REMOVAL (SPECIAL)	FOOT	2,003.000		15.31		\$30,665.93
J1282010	SUBGRADE FILTER FABRIC	SQ YD	12,547.000		1.60		\$20,075.20
J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	4,469.000		18.15		\$81,112.35
JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	6,583.000		35.33		\$232,577.39



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 1

CONTRACT # I-18-4433 DBE FIRM NAME Efficient Trucking, Inc. TYPE SEA USA

PRIME                      IV PARTNER                      SUB CONTRACTOR                      TRUCKER                      SUPPLIER                      MANUFACTURER                     

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

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

PAY ITEM NO.	DESCRIPTION: Indicate whether furnish 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 SUB-SUPPLIER)</small>
	<i>See attached sheet</i>					
TOTALS FOR THIS DBE FIRM:				<u>9,134,100</u>		

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

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

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

Signature for Prime Contractor:                      Title: Manager/DBE Procurement Date: 12-11-18

Contact: Rob Male

Firm Name: D. Construction, Inc.

E-mail: r.male@construction.com

Phone: 815-634-2555

Address: 1488 S. Broadway, Coal City, IL. 60416

Signature for DBE Contributor:                      Title: President Date: 12/14/18

Contact: Antonio Sandoval

Firm Name: Efficient Trucking, Inc.

E-mail: Tony@efficienttrucking.com

Phone: (708) 935-8970

Address: 3301 S. Heyne Ave. Chicago, IL 60608

# EFFICIENT TRUCKING, INC.

3201 S. HOYNE AVE CHICAGO, IL 60608

TEL. 708-294-7000 FAX. 708-294-7005

01/04/19

Re: ISTHA I-18-4433

To Whom It May Concern:

Please see attached quote for Illinois Tollway Contract I-18-4433.

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20200100	EARTH EXCAVATION	HOURLY	700.000		100.00		\$70,000.00
44004250	PAVED SHOULDER REMOVAL	HOURLY	130.000		100.00		\$13,000.00
48203049	HOT-MIX ASPHALT SHOULDERS, 13"	HOURLY	530.000		100.00		\$53,000.00

Best Regards,



Antonio Sandoval  
President  
Efficient Trucking, Inc.

REVISED WITH ADDENDUM NO. 3

← CONTRACTOR NUMBER

CONTRACTOR NAME →

COUNTY(IES) →

SECTION →

LETTING DATE →

ITEM NUMBER →

← CONTRACT NUMBER



COOK

12/11/18

TOLLWAY

BLANK PRICES 0

PAY ITEMS 3 TOTAL BID \$136,000.00

I-18-4433

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20200100	EARTH EXCAVATION	HOURLY	700.000		100.00		\$70,000.00
44004250	PAVED SHOULDER REMOVAL	HOURLY	130.000		100.00		\$13,000.00
48203049	HOT-MIX ASPHALT SHOULDERS, 13"	HOURLY	530.000		100.00		\$53,000.00

# Efficient Trucking, Inc | 2018

3201 S Hoyne Ave Chicago, IL 60608  
Tel. 708-294-7000 Fax. 708-294-7005

December 4, 2018

Robert Male  
D Construction Company  
1488 S Broadway  
Coal City, IL 60415

Re: ISTHA\_Contract I-18-4433

Subject: Transportation Services

Dear Mr. Male.,  
Efficient Trucking, Incorporated is a minority owned construction dump truck hauling contractor working throughout the greater Chicagoland area. We currently own and operate 55 late model semi tractor trailer hauling units. In addition, all trucks are equipped with GPS tracking devices and two way radios. The GPS tracking system allows the dispatcher to immediately see the location and speed any of the units are travelling. Correspondingly our two way radio system gives the dispatcher the ability to talk to an individual truck driver or all drivers working on that particular day.

The following is our proposal to perform hauling services on the above referenced project:

A. Semi tractor trailer hourly dump truck rates:

- Hourly hauling rate Monday through Friday.....\$100/HOUR.
- Travel time.....1/2 HOUR.
  - The hourly rates reflected above do not include any tolls
  - There will be a minimum of 6 hours charged per truck per shift.

NOTE: All overweight fines are the responsibility of the contractor loading the hauling units.

In addition, an executed MBE, WBE, SBE Subcontractor's Letter of Intent along with our minority certification is included for this project.

If any questions arise, please contact me on my cellular phone at (708) 935-8970 or via my e-mail address at [tony@efficienttruckinginc.com](mailto:tony@efficienttruckinginc.com).

Thank you very much for your time and consideration, we look forward to working with you on this project.

Sincerely,

  
Tony Sandoval  
President

Illinois State Toll Highway Authority "ISTHA"

CONTRACT # I-18-4433 DBE FROM FUND: Five Star Hauling Inc  
 CIRCULAR PAY PARTY:  DBE  MBE  WBE  SBA WIA

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

DBE CONTRACT TYPE: TIER 1 (SUB TO PRIME):  Y  N TIER 2 OR BELOW:  Y  N UNDER CONTRACT TO: \_\_\_\_\_

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as 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 the DBE firm company letterhead.

PAY ITEM NO.	DESCRIPTION (include quantity, unit, and both furnish and install)	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$)
	<i>See attached list</i>			<i>\$134,500.00</i>		
<b>TOTALS FOR THIS DBE FIRM</b>				<i>\$134,500.00</i>		

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

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

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

Signature for Prime Contractor: [Redacted] Title: Manager/DBE Procurement Date: 12-07-18  
 Signature for DBE Contractor: [Redacted] Title: President Date: 11/21/2018

Contractor: Grace Martinez  
 Firm Name: Five Star Hauling Inc  
 E-mail: grace@fivestارهauling.com  
 Phone: 773-671-3136  
 Address: 14210 S Kenton, Crestwood, IL 60418

REVISED WITH ADDENDUM NO. 3

CONTRACTOR NUMBER  
 CONTRACTOR NAME

COUNTY(IES) → COOK  
 SECTION →  
 LETTING DATE → 12/11/18  
 ITEM NUMBER → TOLLWAY  
 ← CONTRACT NUMBER

BLANK PRICES 0  
 PAY ITEMS 3 TOTAL BID \$136,500.00

*GM 12/21/2018*

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
10200100	EARTH EXCAVATION	HOURLY	700.000		105.00		\$73,500.00
1101506	TOPSOIL EXCAVATION AND PLACEMENT	HOURLY	200.000		105.00		\$21,000.00
6004260	PAVED SHOULDER REMOVAL	HOURLY	400.000		105.00		\$42,000.00

18-4433

**FIVE STAR HAULING INC**



grace@fivestarchauling.com



Wednesday, November 21, 2018

D Construction  
Attn: Rob Male  
Email: r.male@dconstruction.com

RE: Illinois Tollway - Contract# I-18-4433 - I-57 North of I-294 - Ramp L

Below is Five Star's proposal for the following project. We look forward to providing our trucking services to your company in future projects.

Feel free to contact me if you need additional information or require a quote for a new contract or project.

Warm Regards,  
Grace Martinez

Description of Service	Project Destination	Unit Rate 2018/2019
Trucking Services	Illinois Tollway - Contract# I-18-4433 - I-57 North of I-294 - Ramp L	2018 - \$97 / hr + 1/2 travel time 2019 - <del>\$115</del> / hr + 1/2 travel time

*\$105 per conversation w/ Rob  
Price on 12-11-18* \*

**Transportation Fees**

- ★ Cartage/Trucking rates may increase if different dump location is required.
- ★ Total of **6 hrs minimum** required per truck, per day (not including travel time / when working hourly).
- ★ **Overtime Rate** applies to M-F over 8 hrs, including Saturday all day. 2018 - \$120/hr & 2019 - \$145/hr
- ★ Hourly rates do not include the cost of material or dump fees. Travel time varies according to the job site and dump site location.
- ★ The contractor is responsible for all material testing, soil samples, test borings and if applicable the completion and approval of a clean fill application for all materials prior to attempting to dump at any dumping site.
- ★ If re-routing of the truck is necessary for any reason, contractor is responsible for all associated costs.
- ★ Overloads - Any Five Star Hauling Inc trucks or subcontractors that are overloaded by the customer will be charged to the customer in full, plus downtime.
- ★ Fuel Surcharge (diesel) - All rates on this quote are based on \$3.50 per gallon. If fuel goes over \$3.50 per gallon, the quoted rates will go up 2% per \$.50, starting at \$3.51 per gallon.
- ★ Misc fees - Any fee billed to Five Star Hauling Inc by any dumpsite will be the responsibility of the customer and will be billed to customer.
- ★ Insurance Requirements - If any additional insurance is needed for a specific project, it should be disclosed at the time of requesting quote. Failure to inform Five Star Hauling Inc at the time of the quote request will result in customer being responsible for all costs incurred to comply with the insurance requirements.
- ★ Multi-year projects - Add 3% for each proceeding year
- ★ It is the customer's responsibility to keep the working site and road free from any debris, rebar and metals that can cause damage to any semi-truck while working on the jobsite. Any equipment damages caused due to unsafe jobsite environment will be responsibilities of the contractor.
- ★ Toll Charges - Will be charged to customer, when working hourly.



**FIVE STAR HAULING INC**  
14210 S Kenton Ave, Crestwood, IL 60418  
Tel (773) 671-3136 Fax (708) 658-1549  
grace@fivestarhauling.com



**Waiting Time / Show-Up Time**

- ★ Waiting Time will be charged on 'stone and debris loads'. Trucks are to be loaded/unloaded within 15 minutes of arriving at the jobsite. Waiting time for the trucks will be charged after the 15 minutes' arrival period at the current hourly rate.
- ★ If ordered trucks are cancelled by the customer when the truck(s) are already at the job site, Five Star Hauling Inc. will charge a Show Time Fee for 2 hours, at the current hourly rate, for each truck cancelled.

**DBE/MBE/WBE Participation**

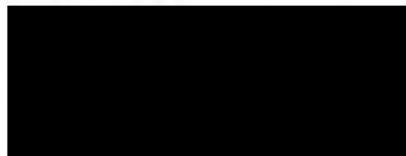
- ★ Five Star will use DBE/MBE/WBE trucks whenever possible. Actual use of DBE/MBE/WBE trucks will vary depending on availability.
- ★ Five Star may subcontract part of the work to Certified DBE/MBE/WBE Owner Operators under long-term agreement. Agreement indicates that Five Star has exclusive use of and control over the truck and priority over its use. All leased trucks will display "Leased To : Five Star Hauling Inc" including Five Star's Identification Numbers, including the Five Star logo near the Truck identification number.
- ★ When your dispatch places the order for trucks, your dispatcher must inform when certified trucks are needed.

**Taxes and Payment Terms**

- ★ Quoted prices do not include sales taxes and are only valid for 30 days from quoted date. Rates are subject to change without prior notice.
- ★ Payment terms are Net 30 (30 days from invoice date).
- ★ Trucking service will not be provided if the account is past due.
- ★ Contractor shall not deduct any fees or percentage for any reason, from any Invoices presented for payment. The only circumstance when this is permissible is if there is an error in the invoice, which has to be agreed upon by both parties.
- ★ Customer is responsible for payment of all costs, expenses and fees (including but not limited to attorney's fees) to collect any unpaid amounts invoiced.
- ★ Five Star Hauling Inc. is not required to re-confirm the information here stated, neither by writing nor by phone.
- ★ Five Star Hauling Inc. is not responsible if any information here is misunderstood or not read.

Customer agrees to these terms by requesting services to be performed by Five Star Hauling Inc. The quote provided is based on the information received from our customer, separate from any plans, specs and addendums. Five Star Hauling Inc does not review plans, specs and addendums before sending out a quote.

Please understand this is a transportation agreement. This transportation agreement supersedes all previous written or verbally stated agreements.



✓ Graciela Martinez, President  
Five Star Hauling Inc  
Date : 11-21-2018

Accepted By: \_\_\_\_\_  
Signature and Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
Name of Company \_\_\_\_\_



REVISIED WITH ADDENDUM NO. 3

FIVE STAR HAULING, INC.  


<====CONTRACTOR NUMBER

CONTRACTOR NAME====>

COUNTY(IES)====>> COOK

SECTION====>>

LETTING DATE====>> 12/11/18

ITEM NUMBER====>> TOLLWAY

<====CONTRACT NUMBER

I-18-4433

BLANK PRICES 0

PAY ITEMS 3 TOTAL BID \$136,500.00

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20200100	EARTH EXCAVATION	HOURLY	700.000		105.00		\$73,500.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT	HOURLY	200.000		105.00		\$21,000.00
44004250	PAVED SHOULDER REMOVAL	HOURLY	400.000		105.00		\$42,000.00

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

Illinois Tollway  
 Illinois State Toll Highway Authority "ISTHA"

CONTRACT # I-18-4433 DBE FIRM NAME GREAT LAKES METALS CORP  
 CHECK ALL THAT APPLY:  DBE  MBE  SBA 8(a)

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount if firm is a SDBE)</small>
	<i>DBE attached quote</i>				<input checked="" type="checkbox"/>	
TOTALS FOR THIS DBE FIRM: <i>889,886.70</i> <input checked="" type="checkbox"/> <i>539,630.02</i>						

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as these Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item 85672010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and sub-contract dollar amount.  
 2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereof 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 Social Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature for Prime Contractor: Rob Male Date: 12-11-18  
 Title: Manager/DBE Procurement  
 Signature for DBE Contractor: [Redacted] Date: PRESIDENT 12-2-18  
 Contract: NONNA K. HERRICH  
 Firm Name: GREAT LAKES METALS  
 E-mail: DAIRPICH@GREATLAKESMETALS.COM  
 Phone: 708-430-0500  
 Address: 8930 S. OCTAVIA AVE., BRIDGEVIEW, IL 60416

# Great Lakes Metals Corp.

8920 S. Octavia  
 Bridgeview, IL 60455  
 Voice: (708) 430-0500  
 Fax: (708) 430-0505

WBE/DBE/FBE Certified - State of IL  
 WBE/DBE Certified - State of IN  
 WDBE Certified - State of WI  
 DBL Certified - State of TN

www.greatlakemetals.com

*Handwritten initials/signature*

December 10, 2018

Quote to: All Bidding Contractors

RE: ISTHA - I-18-4433  
 I-57 Median and Ramp L Project  
 (Mile Post 350.0 to 351.5)  
 Cook County - H-Pile

Quote #: 121018-4433-HP

We are pleased to quote the following:

**Notes:**

- 1) H-Pile material is new, domestic, uncoated ASTM A992/A572 Grade 50 unless otherwise noted.
- 2) Price includes delivery to jobsite in full truckload releases only. Prices are based on shipping minimum of 40,000 Lbs. on each truck. Partial loads will result in additional freight. Exclusions apply. If test piles ship separately, there will be an additional charge.
- 3) Changes to the quantity, type of materials or lengths will affect pricing.

Qty/Unit	Description	Price/UOM
<i>(12/13/18)</i> Approx. 1,678,708 Lbs.	HP14 x 73 (30' to 50' lengths)	\$ 49.11/CWT
<i>(12/13/18)</i> Approx. 640 Ea.	14" Points, Attached	\$ 109.38/Ea.

*Handwritten notes: 12/13/18, 12/13/18, 12/13/18*

1. Terms: Net 30 days subject to credit approval. No retention allowed.
2. No taxes are included.
3. We reserve the right to refuse or re-quote partial orders and the right to withdraw or adjust our quotation any time prior to acceptance of an order.
4. Standard mill warranty applies. No other warranty is expressed or implied.
5. Material is quoted from stock and/or next mill rolling, in 5' increments subject to prior sale. If stock material is sold prior to order placement, a revised quote will be required. Material will be invoiced at time of shipment. Storage will be an additional charge.
6. Pricing is valid through December 31, 2018. Shipments and orders placed after December 31, 2018 will be subject to mill price increases.

Thank you for the opportunity to quote.

Karen Regan  
 Bid Coordinator  
 Kregan@greatlakemetals.com

*Handwritten notes and signatures: 12/13/18, 12/13/18, 12/13/18*

WFS 1

# Great Lakes Metals Corp.

8920 S. Octavia  
 Bridgeview, IL 60455  
 Voice: (708) 430-0500  
 Fax: (708) 430-0505

WBE / DBE / FBE Certified – State of IL  
 WBE / DBE Certified – State of IN  
 WDBE Certified – State of WI  
 DBE Certified – State of TN

www.greatlakesmetals.com

December 10, 2018

Quote to: All Bidding Contractors

RE: ISTHA - I-18-4433  
 I-57 Median and Ramp L. Project  
 (Mile Post 350.0 to 351.5)  
 Cook County – H-Pile

Quote #: 121018-4433-HP

We are pleased to quote the following:

**Notes:**

- 1) H-Pile material is new, domestic, uncoated ASTM A992/A572 Grade 50 unless otherwise noted.
- 2) Price includes delivery to jobsite in full truckload releases only. Prices are based on shipping minimum of 40,000 Lbs. on each truck. Partial loads will result in additional freight. Exclusions apply. If test piles ship separately, there will be an additional charge.
- 3) Changes to the quantity, type of materials or lengths will affect pricing.

Qty/Unit	Description	Price/UOM
51201860 Approx. 1,678,708 Lbs.	HP14 x 73 (30' to 50' lengths)	\$ 49.11/CWT
51204650 Approx. 640 Ea.	14" Points, Attached	\$ 109.38/Ea.

*\$ 824,413.72*  
*\* 10,002.00*  
*\$ 894,416.72*

1. Terms: Net 30 days subject to credit approval. No retention allowed.
2. No taxes are included.
3. We reserve the right to refuse or re-quote partial orders and the right to withdraw or adjust our quotation any time prior to acceptance of an order.
4. Standard mill warranty applies. No other warranty is expressed or implied.
5. Material is quoted from stock and/or next mill rolling, in 5' increments, subject to prior sale. If stock material is sold prior to order placement, a revised quote will be required. Material will be invoiced at time of shipment. Storage will be an additional charge.
6. Pricing is valid through December 31, 2018. Shipments and orders placed after December 31, 2018 will be subject to mill price increases.

Thank you for the opportunity to quote.

Karen Regan  
 Bid Coordinator  
 kregan@greatlakesmetals.com

*\$ 894,416.72 \* 46000 = \$ 536,650.00*  
*DBE Credit*



DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

Illinois State Toll Highway Authority "ISTHA"

CONTRACT # I-18-4433

DBE FIRM NAME GARDENSCAPE CONTRACTORS INC.

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

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

CHECKS ALL THAT APPLY:

YEAR 1 (SUB TO PRIME):  Y  N YEAR 2 OR BELOW:  Y  N LUMP SUM CONTRACT:  Y  N

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

PAY ITEM NO.	DESCRIPTION (specify whether furnish only or both furnish and install)	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	TOTAL DBE CREDIT AMOUNT (\$) (include to cost of contract, materials, labor, and supplies)
60108300	Pipe 11d Type 26" Furnish/Install	12119	16.71	203,009.79	203,009.79
7101300	Pipe 11d 6" Sd Furnish/Install	691	25.29	17,475.39	17,475.39
7101320	Pipe 11d Fib lined trench 6" Furnish/Install	2776	13.11	39,277.56	39,277.56
7101325	Pipe 11d Fib lined trench 8" Furnish/Install	90	13.00	1,170.00	1,170.00
7101330	Shoulder Hdr 11 6" x 13" Furnish/Install	14	1,450.00	23,100.00	23,100.00
TOTALS FOR THIS DBE FIRM:				284,032.74	284,032.74

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item 81567010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Contract # [REDACTED] Date 12-07-18

Contractor Rob Male

Contract # TRAVIS GARCIA Date Asistent 12/10/2018

Firm Name GARDENSCAPE CONTRACTORS INC.

E-mail travis.garcia@gmail.com

Phone 217-925-5945

Address 104 Zumbahlen Ave. Dixon IL 62424

Contract No. I-18-4433

**GARDENSCAPE CONTRACTORS INC.**  
**104 ZUMBAHLEN AVE.**  
**DIETERICH, IL 62424**  
**PHONE: 217-925-5945**  
**FAX: 217-925-5941**

<b>ITEM</b>	<b>LETTING</b>	<b>CONTRACT</b>	<b>DATE</b>
	DECEMBER 11, 2018	1/18/4433	DECEMBER 10, 2018

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>PRICE</b>	<b>TOTALS</b>
60108206	PIPE UND TYPE 2 6"	12,149.00	FOOT	\$16.71	\$203,009.79
J1601300	PIPE UND 6" SPL	691.00	FOOT	\$25.29	\$17,475.39
J1601320	PIPE UND FAB LINED TRENCH 6"	2,996.00	FOOT	\$13.11	\$39,277.56
J1601325	PIPE UND FAB LINE TRENCH 8"	90.00	FOOT	\$13.00	\$1,170.00
J1680120	SLOPED HDWL TY 111 6" 1:3	14.00	EACH	\$1,650.00	\$23,100.00
<b>TOTAL BID</b>					<b>\$284,032.74</b>

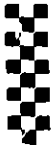
TWO MOBILIZATIONS INCLUDED ADDITIONAL MOBS WILL BE \$5,000  
 NO SPOILS HANDLING, REMOVAL, OR GRADING IS INCLUDED OF ANY KIND  
 NO FLAGMEN INCLUDED (NO TRAFFIC CONTROL OF ANY KIND - MOVING, SETUP BARRELS,  
 ETC.)

ALL GRADES AND LAYOUT ARE PROVIDED BY PRIME OR RESIDENT ENGINEER  
 PRIME TO ENSURE ADEQUATE WIDTH AND GRADE FOR UNDERDRAIN INSTALLATION  
 ALL HOLES INTO STRUCTURE FOR UD HOOKUP PROVIDED BY PRIME  
 PRIME TO LOCATE AND EXPOSE ANY UTILITIES IN ALL AREAS OF UNDERDRAIN AND  
 HEADWALL LOCATIONS

ANY ADDITIONAL INSURANCE PREMIUM INCURRED TO PROVIDE AN ADDITIONAL INSURED  
 OF OWNERS AND CONTRACTORS PROTECTIVE POLICY WILL BE ADDED TO THE ABOVE  
 QUOTED PRICE FOR THE ACTUAL EXPENSE INCURRED TO PROVIDE THIS ADDITIONAL  
 COVERAGE

IF YOU HAVE ANY QUESTIONS, PLEASE CALL TRAVIS AT 217-821-4591 OR SCOTT AT  
 217-663-3494.

**NOTICE: PLEASE LET US KNOW WITHIN 14 DAYS IF YOU SUBMITTED  
 OUR SBE 2025 TO THE STATE. WE MUST LOCK OUR MATERIAL RATES  
 IN WITHIN 30 DAYS. IF WE ARE NOT NOTIFIED, OUR BIDS MAY BE  
 SUBJECT TO CHANGE.**



Gardenscape Contractors, Inc.  
104 Zumbahten Ave.  
Dieterich, IL 62424  
Phone: (217) 828-5945  
Fax: (217) 825-5941  
rgarcia.gci@gmail.com

*DBE*



# Fax

To: PRIME CONTRACTORS From: GARDENSCAPE CONTRACTORS, INC.

Fax: \_\_\_\_\_ Pages: (INCLUDING COVER SHEET)

Phone: \_\_\_\_\_ Date: DECEMBER 10, 2018

Re: DECEMBER 11, 2018 IL TOLLWAY cc: \_\_\_\_\_

- Urgent     For Review     Please Comment     Please Reply     Please Recycle

• Comments:

**GCI IS A REGISTERED DBE SUBCONTRACTOR WITH IDOT.**

**IF YOU HAVE ANY QUESTIONS, PLEASE CALL:**

217-925-5945 (TRAVIS)

OR

217-663-3494 (SCOTT)

OR

217-273-9488 (MARK)

Illinois State Toll Highway Authority "ISTHA"

CONTRACT # 1-18-2433 **MA Rebar Services, Inc.**  
 DBE MALE W/M SBA B/A

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER   
 CHECK ALL THAT APPLY

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

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

PAY ITEM NO.	DESCRIPTION (Indicate whether material only, or both furnish and install)	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicate to 60% of contract amount if firm is a SUBPRIME)</small>
	<i>As attached quotes</i>					
<b>TOTALS FOR THIS DBE FIRM:</b>				<i>277,008.55</i>		

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

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

Signature for Prime Contractor: Margo DBE Date: 12-11-18  
 Signature for DBE Contractor: [Redacted] Title: President Date: 12/16/2018  
 Contact: Theresa Kern  
 Firm Name: MA Rebar Services, Inc.  
 E-mail: tk@marebarservices.com  
 Phone: 815-631-0555  
 Address: 1415 West 37th Street, Suite 205W Chicago, IL 60609





1415 W. 37th. St. Ste. 205 W  
 Chicago, IL 60609  
 Ph: (773) 475-7842  
 Fax: (773) 940-2312

Date: December 10, 2018

**PROPOSAL CONTRACT**

TO: All Bidders  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: Estimating Department  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 email: \_\_\_\_\_

PROJECT: RR-18-4433  
Ramp I.  
 LOCATION: Cook County  
 \_\_\_\_\_

**THIS PROPOSAL IS FOR FIELD LABOR and Material.**

MA Rebar Services, Inc. hereinafter called Subcontractor, is pleased to propose, subject to the terms and conditions contained herein, to furnish labor for the installation of concrete reinforcement, all in accordance with the CRSI Manual of Standard Practice, 27th Edition and based on the following documents

Drawings:  
 Addenda:  
 Dated:

The Contractor agrees, in consideration of the performance of this agreement by the Sub-Contractor to pay, or to cause to be paid to the Sub-Contractor sums of money computed as follows:

Labor to Install Reinforcing Steel..... \$0.51 /lb.  
 Labor to Install Rebar for Barrier Wall..... \$0.78 /lb.  
 (JI637030 and JI837032)  
 MA Rebar to be provided with a full time crane and operator while installing rebar for the protection slab.

TK

labor

50800105 - Rebar Plan for A706 675,620 x .51 = 354,766.20  
 # 4 Studies - Various Heights 25,453 x .51 = 12,987.03  
 3" slab barrier types: Plan 24,300 x .51 = 12,393.00  
 \* 380,140.23

labor

TK

**ANY NIGHT WORK AND OVERTIME TO BE BILLED AT PREMIUM TIME RATE.**

APPLICABLE RATES:

IRONWORKER:

Straight	Premium	Double
\$148.00	\$74.00	\$220.00

Material Prices on Following Pages

THE ABOVE LABOR PRICES ARE FIRM THRU 6/31/2019, Add \$0.03/lb. on 6/1/2019.

Price is predicated upon credit approval. MA Rebar Services, Inc. retains the right to negotiate a fair contract. This proposal hereby includes labor provisions for ironworkers, and does include prevailing wage rates. If retention is withheld, it shall not exceed the amount withheld by the owner.

Item No.	PROJECT DESCRIPTION	Quantity	PRICE
50800105	Rebar Plain Gr A706	695,620 lbs.	\$0.47/lb.
	#4 Standees - Various Heights	25,453 lbs.	\$0.49/lb.
	3" Slab Bolster Uppers - Plain	24,300 lf	\$0.44/lb.
50800205	Rebars Epoxy Coated Gr A706	159 lbs.	\$0.54/lb.
73400200	39.6 CY Drilled Shaft Concrete Foundations		
	Rebars Epoxy Coated A706	5,229 lbs.	\$0.54/lb.
	#4 Spirals Gr A706	1,409 lbs.	\$0.74/lb.
	(No spacers are included for spirals)		
J1637030	723 LF Concrete Barrier, Single Face, Reinforced 42"		
J1637032	723 LF Concrete Barrier Base For Single Face Barrier, Reinforced		
	Fabricated Reinforcement Epoxy Coated Gr A706	31,753 lbs.	\$0.57/lb.
	(10" High) #4 Standees Epoxy	1,664 lbs.	\$0.57/lb.

Conditions:

No #14 or #18 bar included in this estimate unless noted, redetailing time due to design changes will be billed at \$150.00/hour.

Exclude:

Bar accessories for bottom layer SOG, test bar splicers assemblies, test bars

50800105 - Material \$ 350,105.<sup>37</sup> + L.Sur \$ 380,140.<sup>23</sup> = \$ 730,245.<sup>60</sup>

J1637030 } Material \$ 19,097.<sup>69</sup> + L.Sur \$ 26,265.<sup>26</sup> = \$ 45,362.<sup>95</sup>  
 J1637032 }

Grand total participation = \$ 775,358.<sup>55</sup>  
 estimate

## THANK YOU - WE APPRECIATE YOUR BUSINESS

### Project Specific Payment Terms:

- 1) Contractor agrees to pay Subcontractor one hundred percent (100%) of the contract value for labor performed within thirty (30) days of the monthly invoice billing date. No retention to be withheld on material. MA Rebar Services, Inc. to be paid in full, ninety (90) days after completion of MA Rebar Services, Inc.'s work.
- 2) Extra Field Work Orders are due within 30 days of invoice billing and no retention shall be withheld from same.

### Project/Owner Information:

- 1) Contractor agrees to supply MA Rebar Services with any pertinent Project/Owner information, as reasonably requested.

### Included by Subcontractor:

- 1) Union Field Labor to install Reinforcing Steel in accordance with CRSI and the above referenced drawings, specifications and addenda.

### Excluded by Subcontractor and provided by others:

- 1) Cost of inspection, testing, permits and/or fees, anchors, inserts, sleeves, or threaded reinforcing steel and/or rods.
- 2) Cost of remedial work and/or replacement of materials made necessary by water or flood damage to reinforcing steel following directed delivery
- 3) Liability against loss of reinforcing steel due to strikes, loss after delivery, accidents, water, flood or other acts of God.
- 4) Cutting, drilling, grouting, dry-packing, epoxying of any threaded, smooth or reinforcing steel dowels and/or rods.
- 5) Field bending, welding, cleaning, cutting, straightening, or reworking of any existing reinforcing steel, structural steel, Wire mesh, dowels and/or welding of dowels to structural or miscellaneous iron.
- 6) End protection, painting, greasing or wrapping of reinforcing steel and/or smooth dowels.
- 7) Clean up of tie wire ends.
- 8) All OSHA requirements for exposed reinforcing steel ends protecting against abrasion and/or impalement.
- 9) Blocking, chairing and/or pulling up of wire mesh.
- 10) All dead men, cabling and/or guying of any pre-assembled or erected units.
- 11) Separate pour watchman, safety, quality, or traffic control personnel, or the added cost of composite crew clean-up.
- 12) Moving or double-handling of reinforcing steel and materials from lay-down yard or area.
- 13) Installation of Mechanical Splices, Form Saver type dowels, Smooth Dowels, WWM including Masonry Reinforcing other than dowels tied and set in concrete. (unless specific pricing is given or noted above)
- 14) Snow removal or any protective covering of stored or stockpiled materials including snow blankets.
- 15) Removal, grinding and/or patching of staples, nails, bolts or any other device used for the placement of concrete reinforcement accessories.
- 16) Any inventory or responsibility of storing or transporting of rebar or mesh. All rebar ordering must be coordinated through MA Rebar Services.
- 17) As-built drawings.
- 18) Installation of reinforcing bar and or mesh for site work. (outside of building perimeter) or electrical ductbanks.

### Conditions of Agreement:

- 1) Contractor agrees to give Subcontractor a minimum of 24-hours (48-hours if more than 60 miles from our office) notice for workers at job site.
- 2) Any agreement is contingent upon accidents, acts of God and all delays unavoidable or beyond Subcontractor's control.
- 3) Unless otherwise agreed, it is understood that the work will be performed during regular working days and hours (i.e., Monday through Friday and based on a 40 hour work week).
- 4) No charges for labor or materials furnished by Contractor shall be allowed as a credit, unless authorized in writing by Subcontractor at time of transaction.
- 5) Contractor agrees that all forms and templates will be in place before installation, except those forms or other materials that will hinder the installation.
- 6) Contractor agrees to establish firm level sub-grade at elevation shown on drawings including all levels, datum lines, elevations, openings, and dowel outs for concrete and/or masonry.
- 7) Contractor will provide clear access roads and ramps for unloading of trailer/truck deliveries to within 60 feet of point of installation, and reasonable storage and lay-down areas.
- 8) Contractor will provide grades, lines, and rigid templates.
- 9) Contractor will furnish all forming, including layout.
- 10) Contractor will provide safe working areas, with proper scaffolding in place.
- 11) Cages for drilled piers, shafts, caissons, and light pole standards will be tied and stockpiled by Subcontractor.
- 12) Contractor shall furnish, without charge, suitable equipment fully operated for hoisting/lowering reinforcing steel, personnel, wire mesh, etc..., including unloading trucks, staging of reinforcing to points of installation (into foundations, and onto elevated decks, etc...) setting columns, wall cages and/or any other pre-tied assemblies including any power placing of individual bars that MA Rebar Services, Inc. may require.
- 13) Contractor agrees to provide copies of all contract documents in quantities as reasonably requested by the Subcontractor at no cost to Subcontractor.
- 14) Working schedules to be made by mutual agreement of the Contractor and Subcontractor to conform to Contractor's master schedule. In event duration times are provided by Subcontractor, It is agreed that time starts only when work areas are provided ready to receive installation in all respects, in accordance with OSHA and State safety regulations.
- 15) Subcontractor agrees to indemnify the Owner, General Contractor and others from any and all damage, loss, or injury, caused by this Subcontractor, but only to the extent that damage, loss, or injury is caused by this Subcontractor and is covered by this subcontractor's
- 16) This proposal does not include a waiver of subrogation endorsement.
- 17) Contractor shall, if the Owner does not, purchase and maintain an all risk insurance policy for the full value of the entire work and/or material delivered to the job site, which shall include the full interest of Subcontractor, as an additionally named insured.

- 18) If accepted, the terms and conditions of this Subcontract Proposal, as mutually agreed upon, shall be incorporated into any final contract if one is provided to Subcontractor. Otherwise, Contractor's notice to proceed, whether by mail, phone, facsimile, or any other means of communication, shall constitute an acceptance of this offer and shall bind the Contractor to the terms and conditions as set forth herein, and no further writing shall be required by Subcontractor.
- 19) Subcontractor hereby warrants its work to the full extent required by the plans and specifications for a period of one (1) year following final completion of Subcontractor's work.
- 20) In the event either Contractor or Subcontractor institutes a suit against the other in connection with any matter arising from this agreement, the prevailing party shall be entitled to recover from the other its reasonable attorney's fees.
- 21) Contractor shall furnish adequate parking area for Sub-Contractors field crew and sufficient space for a job site plan shack at no additional cost

**Special Conditions:**

- 1) Excludes support bars and racking steel per ACI Standards, MA Rebar Services, Inc will install for contract unit price
- 2) Contractor to furnish a 10,000 lb capacity forklift and/or a crane of sufficient capacity to assist in offloading and erection of the reinforcing steel.
- 3) Excludes any welding of reinforcing steel
- 4) MA Rebar Services, Inc. has included a maximum of one (1) hour per employee for initial site orientation/safety training. If initial site orientation/safety training exceeds one (1) hour, MA Rebar Services, Inc will be compensated for any additional hours expended.
- 5) Excludes drilling and epoxy grouting of reinforcing steel dowels.
- 6) Excludes: Mechanical and Threaded Couplers - to be priced later if needed.
- 7) Excluded: Sitework-Seatwall, Planter Curb, Steel Planter Wall, Bollard, Concrete Ribbon, Exterior Curbs, Light Pole Fndns, Pavemnet.
- 8) MA Rebar to be provided with a crane full time while installing rebar for the protection slab.

This Proposal is Here By Accepted;

**MA Rebar Services, Inc**

Company: \_\_\_\_\_

By: Tharasa Karna

By: \_\_\_\_\_

Title: President

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

Date: December 10/2018

Signed: \_\_\_\_\_



RR-18-4433  
December 10, 2018  
Page 1

## MATERIAL PRICING

We are pleased to quote the referenced project per the plans and specifications as it pertains to the furnishing of materials. Our quotation is for the specified reinforcing bars cut, bent, bundled, tagged and furnished in accordance with the CRSI Manual of Standard Practice and our Standard Terms and Conditions. Above prices will be withdrawn if not accepted within 15 days of this proposal on December 25, 2018.

The above prices are quoted F.O.B. delivered to jobsite or as near jobsite as road, weather conditions, and trucking laws will permit. The fabricator shall not be held responsible for delays in shipment due to acts of God, floods, fires, riots, incidents of war, restrictions of government, or shortages of transportation, labor or raw materials. Deliveries will be scheduled as close as possible to requested times, but we cannot be held responsible for late shipments because of trucking breakdowns, accidents, or any unforeseen circumstances beyond our control.

The attached material prices are based on TL or LTL shipments of quantities shown. Partial shipments will have additional freight charges added to the invoice. Reinforcing Unit Prices are calculated on 40,000 lb. per load for (1) stop. Extra loads will be charged @ \$800 per load.

Bar supports are estimated per Department of Transportation specifications. Two hours unloading time is included. Additional unloading time will be charged to the general contractor at \$300/hour. The following number of loads are included:

**Loads Included....24**

Two of the Bar Slicers (for each size) are required for field testing. They will be supplied at the unit price. All claims of shortages or misfabrication of any materials must be reported to MA Rebar Services, Inc. within two (2) working days after delivery, so we can replace subject material. We will not accept any claims after that time period. Deductions of above claims from our invoices will not be accepted and we may withhold future shipments on said project until payments are made. Our material supplier reserves the right to add a fuel surcharge during the length of the Contract due to rises in fuel costs.

**Material pricing will only be held until December 25, 2018, unless a signed copy of this proposal or a mutually agreeable P.O. has been executed by both parties, before this date.**

### Material Escalation:

Rebar prices are firm for material delivered by 12/31/2019. Beginning 1/1/2019 add \$40.00 per ton every 3 months for material delivered thereafter, (4/1/19, 7/1/19, etc).

Tax Included: No  
Retainage: Not Allowed

Payment Terms: Net 30 Days  
F.O.B.: Destination



# Illinois Department of Transportation

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

November 16, 2018

## CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Theresa Kern  
MA Rebar Services, Inc.  
1415 W. 37th St., Ste. 205 West  
Chicago, IL 60609

Dear Ms. Kern:

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

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

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

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

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

Sincerely,

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Assurance Agency, Ltd  
1750 E Golf Road  
Suite 1100  
Schaumburg IL 60173

CONTACT NAME: Anthony Grana  
PHONE (AC, No, Ext): (847) 463-7172 FAX (AC, No): (847) 440-8123  
EMAIL: agrana@assuranceagency.com  
ADDRESS: egrana@assuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	24112
INSURER B: Accident Fund General Ins. Co.	12304
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
MA Rebar Services, Inc.  
1415 W, 37th Street  
Suite 205 - West  
Chicago IL 60609

MAREBAR-01

REVISION NUMBER:

CERTIFICATE NUMBER: 180471387

### COVERAGES

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	AGGREGATE (INSR, DWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CMM4052398	5/30/2018	5/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CMM4052398	5/30/2018	5/30/2019	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		CMM4052398	5/30/2018	5/30/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IL) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCS7000205-03	5/30/2018	5/30/2019	<input checked="" type="checkbox"/> NYC STAT. - FORD. LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Proof of Insurance

### CERTIFICATE HOLDER

Sample

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1415 W. 37th. St. Ste. 205 W  
 Chicago, IL 60609  
 Ph: (773) 475-7842  
 Fax: (773) 940-2312

Date: December 10, 2018

**PROPOSAL CONTRACT**

TO: All Bidders

PROJECT: RR-18-4433  
Ramp I

ATTN: Estimating Department

LOCATION: Cook County

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_

**THIS PROPOSAL IS FOR FIELD LABOR and Material.**

MA Rebar Services, Inc. hereinafter called Subcontractor, is pleased to propose, subject to the terms and conditions contained herein, to furnish labor for the installation of concrete reinforcement, all in accordance with the CRSI Manual of Standard Practice, 27th Edition and based on the following documents

Drawings:  
 Addenda:  
 Dated:

The Contractor agrees, in consideration of the performance of this agreement by the Sub-Contractor to pay, or to cause to be paid to the Sub-Contractor sums of money computed as follows:

Labor to Install Reinforcing Steel..... \$0.51 /lb.

Labor to Install Rebar for Barrier Wall..... \$0.78 /lb.

(J1637030 and J1637032)

*31,753 x .78 = 24,767.34  
 1,664 x .78 = 1,297.92*

MA Rebar to be provided with a full time crane and operator while installing rebar for the protection slab.

*58800105 - Rebar Plan to A706 695,620 x .51 = 354,766.20*

*# 4-Bars - Form Height 25,453 x .51 = 12,981.03*

*3" slab basket upper plan 29,308 x .51 = 14,939.21*

*\* 380,140.23*

ANY NIGHT WORK AND OVERTIME TO BE BILLED AT PREMIUM TIME RATE.

APPLICABLE RATES:

IRONWORKER:

Straight	Premium	Double
\$148.00	\$74.00	\$220.00

Material Prices on Following Pages

THE ABOVE LABOR PRICES ARE FIRM THRU 5/31/2019, Add \$0.03/lb. on 6/1/2019.

Price is predicated upon credit approval. MA Rebar Services, Inc. retains the right to negotiate a fair contract. This proposal hereby includes labor provisions for ironworkers, and does include prevailing wage rates. If retention is withheld, it shall not exceed the amount withheld by the owner.





RR-18-4433  
 December 10, 2018  
 Page 2

Item No.	PROJECT DESCRIPTION	Quantity	PRICE
50800105	Rebar Plain Gr A706	695,620 lbs.	\$0.47/lb.
	#4 Standees - Various Heights	25,453 lbs.	\$0.49/lb.
	3" Slab Bolster Uppers - Plain	24,300 lf	\$0.44/lb.
<del>50800205</del>	<del>Rebars Epoxy Coated Gr A706</del>	<del>159 lbs.</del>	<del>\$0.54/lb.</del>
<del>73400200</del>	<del>39.6 CY Drilled Shaft Concrete Foundations</del>		
	<del>Rebars Epoxy Coated A706</del>	<del>5,229 lbs.</del>	<del>\$0.54/lb.</del>
	<del>#4 Spirals Gr A706</del>	<del>1,409 lbs.</del>	<del>\$0.74/lb.</del>
	<del>(No spacers are included for spirals)</del>		
J1637030	723 LF Concrete Barrier, Single Face, Reinforced 42"		
J1637032	723 LF Concrete Barrier Base For Single Face Barrier, Reinforced		
	Fabricated Reinforcement Epoxy Coated Gr A706	31,753 lbs.	\$0.57/lb.
	(10" High) #4 Standees Epoxy	1,664 lbs.	\$0.57/lb.

**Conditions:**

No #14 or #18 bar included in this estimate unless noted, rebar detailing time due to design changes will be billed at \$150.00/hour.

**Exclude:**

Bar accessories for bottom layer SOG, test bar splicers assemblies, test bars

50800105 - Material \$ 350,105.<sup>37</sup> + Labor \$ 380,140.<sup>23</sup> = \$ 730,245.<sup>60</sup>

J1637030 } Material \$ 19,097.<sup>69</sup> + Labor \$ 26,065.<sup>26</sup> = \$ 45,162.<sup>95</sup>  
 J1637032 }

Ⓢ Grand total participation = \$ 775,358.<sup>55</sup>  
 estimate

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

Illinois State Toll Highway Authority "ISTHA"

CONTRACT # I-18-4433 DBE FIRM NAME Marking Specialists Corporation

CIRCLE ALL THAT APPLY:  NEW  RE-BID  ADD-ON

CHECK ALL THAT APPLY:

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

ITEM 1 (SUB TO PRIME):  Y  N ITEM 2 (BELOW):  Y  N UNDER CONTRACT TO: \_\_\_\_\_

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the 15th calendar day after notification to the prime by the Tollway as a low apparent bidder to [contracts@getpass.com](mailto:contracts@getpass.com). If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Reduce to 60% of contract amount if firm is a SUPPLIER)</small>
	<u>Subcontracted</u>	<u>1/5</u>	<u>\$153,644.48</u>	<u>153,644.48</u>		
	<u>P 27124</u>					

TOTALS FOR THIS DBE FIRM: 153,644.48

\*Contingency Work must not be included under pay items and will not be approved toward DBE goal participation until such time as those pay items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to mobilization item #5673010, will not be approved within the DBE Utilization Plan. NOTE that those items are not included in the determination of the DBE goal percentage.

- 1. PRIME PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
- 2. COMMITMENT:** The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES in the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereon must be provided to ISTHA's Department of Diversity and Strategic Development. This 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 cancellation.

Signature for Prime Contractor: [Redacted] Date: 12/10/18

Signature for DBE: [Redacted] Date: 12/10/18

Contract # I-18-4433 DBE FIRM NAME Marking Specialists Corporation

Prime Name: Marking Specialists Corporation

Contract # I-18-4433 DBE FIRM NAME Marking Specialists, Inc.

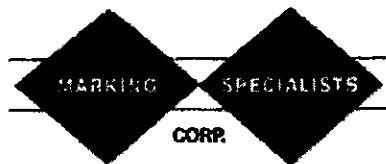
Prime Name: Marking Specialists, Inc.

Contract # I-18-4433 DBE FIRM NAME Marking Specialists, Inc.

Prime Name: Marking Specialists, Inc.

Contract # I-18-4433 DBE FIRM NAME Marking Specialists, Inc.

Prime Name: Marking Specialists, Inc.



Marking Specialists Corporation  
 214 Crystal Street, Suite C  
 Cary, IL 60013

Voice: 847-462-0799  
 Fax: 847-462-0929  
 Email: judy@markingspecialists.net

Quote No.: Q27124  
 Quote Date: 12/10/2018  
 Item No.:  
 Contract No.: I-18-4433  
 Bid Date: 12/11/2018  
 Complete By: 11/15/2019

## Quotation

County: VARIOUS

Section:

Description: I-57 MEDIAN NORTH OF I-294, RAMP L - MILE POST 350.0 TO MILE POST 351.5 & MILE POST 8.0 TO MILE POST 349.5 - CONTRACT NO.: I-18-4433

Gentlemen:

We propose to furnish all necessary labor, material, tools and equipment to complete the following work according to plans and specifications:

Item No.	Description	U/M	Quantity	Price/Unit	Total
78000200	THPL PVT MK LINE 4	FT	19,308.00	0.8200	\$15,832.56
78000500	THPL PVT MK LINE 8	FT	4,578.00	1.9600	\$8,968.96
78000600	THPL PVT MK LINE 12	FT	1,231.00	2.9400	\$3,619.14
78004220	PREF PL PM TB INL L5	FT	5,799.00	9.7000	\$56,250.30
78008210	POLYUREA PM T1 LN 4	FT	11,141.00	1.0200	\$11,363.82
78008220	POLYUREA PM T1 LN 5	FT	3,106.00	1.4300	\$4,441.58
78008240	POLYUREA PM T1 LN 8	FT	1,800.00	2.2900	\$4,122.00
78008250	POLYUREA PM T1 LN 12	FT	3,285.00	3.4400	\$11,300.40
78100100	RAISED REFL PAVT MKR	EA	318.00	53.4200	\$16,987.56
78100300	REPLACEMENT REFLECTOR	EA	660.00	15.0000	\$9,900.00
JT780320	MULTI-POLY PVMNT MRKG-LINE 10	FT	818.00	11.2800	\$9,204.48
JT780325	MULTI-POLY PVMNT MRKG-LINE 12	FT	352.00	15.3400	\$5,399.68
JT780JE1	GRVING FOR PM LINE 11"	LF	816.00	1.5000	\$1,224.00
<b>BidTotal:</b>					<b>\$158,614.48</b>

This project has a DBE requirement of 25 %



Marking Specialists Corporation  
214 Crystal Street, Suite C  
Cary, IL 60013

Voice: 847-462-0799  
Fax: 847-462-0929  
Email: judy@markingspecialists.net

Quote No.: Q27124  
Quote Date: 12/10/2018  
Item No.:  
Contract No.: I-18-4433  
Bid Date: 12/11/2018  
Complete By: 11/15/2019

## Quotation

These prices are firm for a period of sixty (60) days from the date of the contract award. Other materials, if required, will be priced separately. Permanent pavement marking is expected to be completed with one mobilization. Additional mobilizations will cost \$2,000.00 each. Lane closures, if required, are the responsibility of the prime contractor. Unless stated otherwise, prices do not include costs for bonds, special insurance or permits.

We thank you for the opportunity to quote on this work and hope we will be favored with your order.

Very Truly Yours,

[Redacted Signature]  
Judith M. Peszek, Chief Estimator  
Marking Specialists Corporation

I.D.O.T. Certified DBE

C.D.O.T. Certified DBE & MBE

Cook County Certified MBE

METRA Certified DBE

City of Rockford MBE

An Equal Opportunity Employer

**Additional Notes:**



# Illinois Department of Transportation

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

June 26, 2018

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Alfredo Zavala  
Marking Specialists Corporation  
P. O. Box 745  
Arlington Heights, IL 60008

Dear Mr. Zavala:

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

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

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

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

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

Sincerely,

A black rectangular box redacting the signature of Debra A. Clark.

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

CONTRACTS: I-18-4433

DBE FIRM NAME: M.D. Miller Trucking & Topsoil, Inc.  
 CHECK ALL THAT APPLY:  MTR  MTT  MTA

PRIME:  ARCHITECT  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

SUBCONTRACTOR:  YES  NO

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

PAY ITEM NO.	DESCRIPTION: Indicate whether item is earth, or both earth and material	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$)
	See attached sheet		\$107.50			
TOTALS FOR THIS DBE FIRM:				\$ 107.50		

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Devot Allowance items, including but not limited to Mobilization Item 82672010, will not be approved within the DBE Utilization Plan. NOTE that those 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. CERTIFICATION: The undersigned certifies that the information herein is true and correct, and that the DBE listed hereby 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 in the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding subcontract work performed by the DBE on this contract and the payment thereon must be provided to STHA's Department of Diversity and Strategic Development. This Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified herein without STHA's prior written approval. The Prime Contractor must request, in writing, approval by STHA's Diversity and Strategic Development Department of any proposed amendment to this 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 make such 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: Rob Male Title: Manager/DBE Procurement Date: 12-11-18

Signature for DBE: Marlene Miller Title: President Date: 12-11-18

Address: 1488 S. Broadway, Coal City, IL. 60416

Address: M.D. Miller Trucking & Topsoil, Inc. 14903 S. Center Street, Ste 106, Plainfield, IL 60544

M.D. MILLER TRUCKING & TOPSOIL, INC.  
 1400 S. CENTER STREET, STE 105  
 PLAINFIELD, IL 61844  
 (312) 254-4115

REVISD WITH ADDENDUM NO. 3

CONTRACTOR NUMBER

CONTRACTOR NAME

COUNTY(IES)

SECTION

LETING DATE

ITEM NUMBER

CONTRACT NUMBER

COOK

12/1/18

TOLLWAY

BLANK PRICES 0

PAY ITEMS 17 TOTAL BID \$182,750.00

1-18-4433

*WOM*

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	HOURLY	45.000		107.50		\$4,837.50
20400800	FURNISHED EXCAVATION STABILIZED SUBBASE - HOT-MIX ASPHALT, 4 1/2"	HOURLY	343.000		107.50		\$36,872.50
31200502	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	HOURLY	90.000		107.50		\$9,675.00
40603340	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 9"	HOURLY	57.000		107.50		\$6,127.50
42100200	HOT-MIX ASPHALT SHOULDERS, 13"	HOURLY	100.000		107.50		\$10,750.00
48203049	STRUCTURE EXCAVATION	HOURLY	75.000		107.50		\$8,062.50
50200100	NON-SPECIAL WASTE DISPOSAL BINDER COURSE, STONE MATRIX ASPHALT, 12.5, N80	HOURLY	100.000		107.50		\$10,750.00
66900200	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 12.5, N80	HOURLY	150.000		107.50		\$16,125.00
X4060002	CONCRETE BARRIER REMOVAL (SPECIAL)	HOURLY	45.000		107.50		\$4,837.50
X4060006	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	HOURLY	130.000		107.50		\$13,975.00
X4400198	TOPSOIL EXCAVATION AND PLACEMENT	HOURLY	100.000		107.50		\$10,750.00
J1211110	STABILIZED SUBBASE - WMA, 3"	HOURLY	80.000		107.50		\$8,600.00
J1312022	PORTLAND CEMENT CONCRETE PAVEMENT 12" (JOINTED)	HOURLY	100.000		107.50		\$10,750.00
J1420010		HOURLY	65.000		107.50		\$6,987.50
			100.000		107.50		\$10,750.00

MM

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	HOURLY	90.000		107.50		\$9,675.00
J1482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	HOURLY	30.000		107.50		\$3,225.00



M.D. MILLER TRUCKING & TOPSOIL, INC.  
 14903 S. CENTER STREET, STE. 106  
 PLAINFIELD, IL 60544  
 (815) 254-1366

REVISED WITH ADDENDUM NO. 3

<====CONTRACTOR NUMBER  
 CONTRACTOR NAME====>  
 COUNTY(IES)====>  
 SECTION====>  
 LETTING DATE====>  
 ITEM NUMBER====>  
 <====CONTRACT NUMBER

COOK  
 12/11/18  
 TOLLWAY

BLANK PRICES 0  
 PAY ITEMS 17 TOTAL BID \$182,750.00

I-18-4433

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	HOURLY	45.000		107.50		\$4,837.50
20400800	FURNISHED EXCAVATION STABILIZED SUBBASE - HOT-MIX ASPHALT, 4 1/2"	HOURLY	343.000		107.50		\$36,872.50
31200502	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	HOURLY	90.000		107.50		\$9,675.00
40603340	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT 9"	HOURLY	57.000		107.50		\$6,127.50
42100200	HOT-MIX ASPHALT SHOULDERS, 13"	HOURLY	100.000		107.50		\$10,750.00
48203049	STRUCTURE EXCAVATION	HOURLY	75.000		107.50		\$8,062.50
50200100	NON-SPECIAL WASTE DISPOSAL POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, 12.5, N80	HOURLY	100.000		107.50		\$10,750.00
66900200	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, 12.5, N80	HOURLY	150.000		107.50		\$16,125.00
X4060002	CONCRETE BARRIER REMOVAL (SPECIAL)	HOURLY	45.000		107.50		\$4,837.50
X4060006	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	HOURLY	130.000		107.50		\$13,975.00
X4400198	TOPSOIL EXCAVATION AND PLACEMENT	HOURLY	100.000		107.50		\$10,750.00
X4401198	STABILIZED SUBBASE - WMA, 3"	HOURLY	80.000		107.50		\$8,600.00
J1211110	PORTLAND CEMENT CONCRETE PAVEMENT 12" (JOINTED)	HOURLY	100.000		107.50		\$10,750.00
J1312022		HOURLY	65.000		107.50		\$6,987.50
J1420010		HOURLY	100.000		107.50		\$10,750.00

PIN	PAY ITEM DESCRIPTION	U OF M	QUANTITY	X	UNIT PRICE	=	TOTAL PRICE
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	HOURLY	90.000		107.50		\$9,675.00
J1482112	WARM-MIX ASPHALT SHOULDERS (9 IN.)	HOURLY	30.000		107.50		\$3,225.00

Illinois State Toll Highway Authority "ISTHA"

CONTRACT # I-18-4433 **Midco Electric Supply**  
 DBE FORM # 18-4433 DBE MBE WBE SBA (A)  DBE  MBE  WBE  SBA (A)

PRIME  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER   
 TIER 1 (SUB TO PRIME):  Y  N TIER 2 OR BELOW:  Y  N UNDER CONTRACT TO: Aldridge Electric, Inc.

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

PAY ITEM NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicate to 80% of contract amount if firm is a SDB/DBE)</small>
	SEE ATTACHED QUOTE					
TOTALS FOR THIS DBE FIRM:				\$167,357.89		\$100,420.73

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #15671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution.

Reference Sections II, VI.A.2 and VI.B.1 of the Special Provision for DBE participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

Date: 12-11-18 Signature for DBE Contractor: [Redacted] Title: President  
 Contact: [Redacted] Date: 12/06/18  
 Phone: 815-634-2555 Contact: Diana Quinan  
 Firm Name: Midco Electric Supply Phone: 708.599.7777  
 Address: 1988 S. Broadway, Oak City, IL 60456 Firm Name: Midco Electric Supply  
 Address: 7237 W. 80th Place, Bridgeview, IL 60515



# Midco Electric Supply

Certified: WB/E/DBE/FBE  
 Terms: NET 30

phone 706-595-7777 7237 West 90th Place 51636view, IL 60455 fax 708-580-1178  
 www.midcoelectric.com

Date: 12/11/2018  
 Job Name: ISTHA-I-18-4433  
 Quoted by: JESUS BRYANT  
 Cell: (872) 395-9404

PAY ITEM	QTY	MANUFACTURER	DESCRIPTION	UNIT \$	U/M	EXT \$
81028200	576		UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	\$ 530.00	C	\$ 3,052.80
81028220	95		UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	\$ 1,130.00	C	\$ 1,073.50
81028240	569		UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	\$ 1,557.00	C	\$ 8,916.23
81028720	103		UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA.	\$ 250.00	M	\$ 29.87
81028730	99		UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.	\$ 420.00	M	\$ 41.58
81028740	2,785		UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	\$ 450.00	M	\$ 1,281.10
81101000	1,735		CONDUIT ATTACHED TO STRUCTURE, 4" DIA., GALVANIZED STEEL	\$ 1,587.00	C	\$ 27,534.45
81200270	6,353		CONDUIT EMBEDDED IN STRUCTURE, 4" DIA., PVC	\$ 155.00	C	\$ 9,847.15
81300550	2		JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 12" X 12" X 6"	\$ 190.00	E	\$ 380.00
81300810	3		JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 12" X 8"	\$ 500.00	E	\$ 1,500.00
81304800	15		JUNCTION BOX EMBEDDED IN STRUCTURE 18" X 18" X 10"	\$ 332.00	E	\$ 4,980.00
81603081	4,305		UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLY	\$ 3,870.00	M	\$ 16,660.35
81702140	3,455		ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	\$ 600.00	M	\$ 2,073.00
81702150	11,745		ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	\$ 950.00	M	\$ 11,157.75
81800300	4,610		AERIAL CABLE, 3-1/C NO. 2 WITH MESSENGER WIRE	\$ 810.00	M	\$ 3,734.10
81800400	450		AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	\$ 1,500.00	M	\$ 675.00
87200400	13,638		SPAN WIRE	\$ 400.00	M	\$ 5,455.20
87300925	182		ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	\$ 100.00	M	\$ 18.20
X0326364	6,819		TEMPORARY AERIAL CABLE WITH MESSENGER WIRE	\$ 710.00	M	\$ 4,841.49
X8710027	844		FIBER OPTIC CABLE 4 FIBERS, SINGLE MODE	\$ 180.00	M	\$ 151.92
X8710035	14,760		FIBER OPTIC CABLE 96 FIBERS, SINGLE MODE	\$ 710.00	M	\$ 10,479.60
X8730246	8,104		ELECTRIC CABLE IN CONDUIT, NO. 19 25 PAIR	\$ 2,820.00	M	\$ 22,853.28
X8730249	147		ELECTRIC CABLE IN CONDUIT, NO. 19 6/C	\$ 1,800.00	M	\$ 264.60
X8730312	467		ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 18 4/C, TWISTED, SHIELDED	\$ 190.00	M	\$ 88.73
X8730571	649		ELECTRIC CABLE IN CONDUIT, COAXIAL	\$ 610.00	M	\$ 395.89
J1810276	20		CONDUIT ATTACHED TO STRUCTURE, 2" DIA., STAINLESS STEEL	\$ 1,850.00	C	\$ 370.00
J5810875	1,030		UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	\$ 640.00	M	\$ 659.20
J5810879	325		UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 4" DIA.	\$ 2,630.00	M	\$ 854.75
J5811051	265		CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	\$ 644.00	C	\$ 1,706.60
J5812023	525		CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	\$ 59.00	C	\$ 309.75
J5813022	5		JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 6" X 6" X 4"	\$ 120.00	E	\$ 600.00
J5813083	1		JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 18" X 18" X 8"	\$ 1,800.00	E	\$ 1,800.00





CHICAGO TRANSIT AUTHORITY

667 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

April 19, 2018

Ms. Diane Quinlan  
Midco Electric Supply, Inc. DBA Midco Electric Supply, Inc.  
7237 W. 90th Place  
Bridgeview, IL 60455

Dear Ms. Quinlan:

The Chicago Transit Authority has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **March 15, 2019**. A notification will be sent to you sixty (60) days prior to this date.

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

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

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at [cta.dbesystem.com](http://cta.dbesystem.com). Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Please direct all inquiries and any questions to this agency at (312) 681-2601.

Sincerely,



JuanPablo Prieto  
Interim Senior Manager, Diversity Program  
Chicago Transit Authority  
Phone: (312) 681.2600  
Email: [diversity@transitchicago.com](mailto:diversity@transitchicago.com)





CHICAGO TRANSIT AUTHORITY

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

## **Disadvantaged Business Enterprise (DBE) Certification**

April 19, 2018  
Midco Electric Supply, Inc. DBA Midco Electric Supply, Inc.  
7237 W. 90th Place  
Bridgeview, IL 60455

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at [cta.dbesystem.com](http://cta.dbesystem.com). Your firm's name will appear in the Directory under the following commodity codes and specialties:

**Commodity Codes:**

NAICS 423610: ELECTRICAL APPARATUS AND EQUIPMENT, WIRING SUPPLIES, AND RELATED EQUIPMENT  
MERCHANT WHOLESALERS

NAICS 423690: ELECTRONIC PARTS (E.G., CONDENSERS, CONNECTORS, SWITCHES) MERCHANT  
WHOLESALERS

**In the following Specialties:**

ELECTRICAL APPARATUS AND EQUIPMENT, WIRING SUPPLIES AND RELATED EQUIPMENT MERCHANT  
WHOLESALERS: SALES AND DISTRIBUTION OF INDUSTRIAL ELECTRICAL COMPONENTS

PRIME  
 JV PARTNER  
 SUBCONTRACTOR  
 TRUCKER  
 SUPPLIER  
 MANUFACTURER

I-18-4433

NATURAL CREATIONS LANDSCAPING, INC.

DBE (NAME) DBE (SBA #)

TIER 1 (SUB TO PRIME):  Y  N

TIER 2 OR BELOW:  Y  N

ORDER CONTRACT ID:

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

PAY ITEM NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (1)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (2)
	SEE ATTACHED					
TOTALS FOR THIS DBE FIRM:				118,335.05		

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item 425671000, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE goal percentage.

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

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

Signature for Prime Contractor: Rob Male Date: 12-07-18

Title: Manager/DBE Procurement

Signature for DBE Contractor: [Redacted] Date: 12/06/18

Title: PRESIDENT

Contract: JOSÉ M. GARCIA

Firm Name: NATURAL CREATIONS LANDSCAPING, INC.

E-mail: JGARCIA@NATURALCREATIONSLANDSCAPING.COM

Phone: 815-634-2555

Address: 1488 S. Broadway, Coal City, IL. 60416

Address: 356 S. Bruce Street, Joliet, IL, 60432

Phone: 815-724-0991

Contract No: I-18-4433





**NATURAL CREATIONS  
LANDSCAPING INC.**

356 E. Bruce Street  
Joliet, IL 60432  
Ph: (815) 724-0991  
Fax: (815) 724-0996

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[www.naturalcreationslandscaping.com](http://www.naturalcreationslandscaping.com)

January 2, 2019

To: Rob Male  
D Construction, Inc.

From: Mitch Holmer  
Natural Creations Landscaping, Inc.

RE: ISTHA project I-18-4433 I-294 at I-57 median and ramp L  
Subcontract scope of work clarification

Dear Mr. Male,

Regarding the requested clarification of our line item scope of work for the ISTHA project I-18-4433, we acknowledge and accept the scope revisions you have indicated on our original proposal quote, in that we will omit the placement portion of the topsoil excavation and placement line items from our scope of work. I have initialed the line items being removed from our quote, see attached. The end result of our agreed subcontracted DBF scope shall be \$178,525.55 per our revised bid proposal amount.

We appreciate the business and look forward to working with you on this project.

Thank you,

Mitch Holmer  
Chief Estimator  
Natural Creations Landscaping, Inc.  
815-724-0991



# BID PROPOSAL

Page 1 of 1 Bid Sheets

Natural Creations Landscaping Inc.  
356 Bruce St.  
Joliet, IL 60432

PHONE: (815) 724-0991  
FAX: (815) 724-0996

UNION-MBE-DBE

SUBMITTED TO: D CONSTRUCTION PROJECT NAME: I-294 I-57 median and ramp 1.  
PHONE: CONTRACT: ISTHA I-18-4433 from 12/11/18 letting  
FAX: BID DATE: 12/11/2018

ITEMS: ALL DBE

Item No	Description	UNIT	QTY	Unit Price	Total
21101005	TOPSOIL EXCAVATION AND PLACEMENT - re-spread portion + See NOTE 1	GY	4,869.00	\$9.50	\$46,255.50
26000210	SEEDING, CLASS 2A	ACRE	4.75	\$2,400.00	\$11,400.00
26000400	NITROGEN FERTILIZER NUTRIENT	LBS	611.00	\$3.00	\$1,833.00
26000500	PHOSPHORUS FERTILIZER NUTRIENT	LBS	428.00	\$3.00	\$1,284.00
26000600	POTASSIUM FERTILIZER NUTRIENT	LBS	878.00	\$3.00	\$2,634.00
26100115	MULCH, METHOD 2	ACRE	7.00	\$2,100.00	\$14,700.00
26100630	EROSION CONTROL BLANKET	SY	33,768.00	\$1.15	\$38,821.70
26200200	SUPPLEMENTAL WATERING	UNIT	1,000.00	\$25.00	\$27,250.00
J8211110	TOPSOIL EXCAVATION AND PLACEMENT - re-spread portion + See NOTE 1	GY	2,634.00	\$9.50	\$25,023.00
J8260220	SEEDING, CLASS 2E	ACRE	1.25	\$2,700.00	\$3,375.00
J8260316	SEEDING, CLASS 4F	ACRE	1.60	\$2,800.00	\$4,350.00
J8260320	SEEDING, CLASS 5	ACRE	1.60	\$4,500.00	\$6,750.00
J8280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	MON	8.00	\$600.00	\$4,800.00
J8280050	SILT FENCE	LF	9,653.00	\$2.75	\$26,646.75
J8280061	RE-ERECT SILT FENCE	LF	1,831.00	\$2.00	\$3,662.00
J8280100	SUPER SILT FENCE	LF	40.00	\$29.00	\$1,160.00
J8280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	7.50	\$2,100.00	\$15,750.00
J8280161	SAME-DAY STABILIZATION	SY	881.00	\$0.10	\$88.10
J8280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EA	126.00	\$110.00	\$14,080.00
J8280305	TEMPORARY DITCH CHECK	LF	60.00	\$15.00	\$750.00
<b>PROPOSAL TOTAL:</b>					<b>\$249,604.00</b>

**NOTES:**

Since the Tollway accepts either ILUCP or City of Chicago MBE toward the DBE participation percentage (per special provision page DBE-3), you can count us in for Tollway DBE (NAICS code 681730 landscape installation) for all of the landscaping and erosion control items on this project.

NOTE 1: All subgrades by others. We will only re-spread on-site topsoil whether supplied by you or stockpiled by others on-site, which must be clean to IDOT imported topsoil specifications to include permission to re-use by others, provided at no cost to us. It is also acceptable to Natural Creations Landscaping for us to not perform the topsoil respread portion as long as others performing that portion of the item is done to within +/- 0.1" of finish grade for final seeding. If needed, we could perform the fine grading portion of the re-spread / furnished topsoil to be provided by others. Our charge for the fine grading portion only for the topsoil is \$0.35 /SY.

Traffic control and dewatering by others.

For questions call Mitch at 815-724-0991.

This bid consists of one bid sheet (1) / one DBE form 2025-Participation sheet (1) / three IL UCP IDOT DBE Certification sheets (3) / two MBE Certification sheets (2) = 7 sheets total



**NATURAL CREATIONS  
LANDSCAPING INC.**  
TWENTY YEARS OF EXCELLENCE  
1994 - 2014

# BID PROPOSAL

Page 1 of 1 Bid Sheets

Natural Creations Landscaping Inc.  
356 Bruce St  
Joliet, Il. 60432

PHONE: (815) 724-0991  
FAX: (815) 724-0998

**UNION-MBE-DBE**

SUBMITTED TO: D CONSTRUCTION PROJECT NAME: I-294 I-57 median and ramp L  
PHONE: CONTRACT: ISTHA I-18-4433 from 12/11/18 letting  
FAX: BID DATE: 12/11/2018

ITEMS: ALL DBE

Item No	Description	UNIT	QTY	Unit Price	Total
21101505	TOPSOIL EXCAVATION AND PLACEMENT - re-spread portion *See NOTE 1	CY	4,888.00	\$9.50	\$46,255.50
25000210	SEEDING, CLASS 2A	ACRE	4.75	\$2,400.00	\$11,400.00
25000400	NITROGEN FERTILIZER NUTRIENT	LBS	511.00	\$3.00	\$1,533.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	LBS	428.00	\$3.00	\$1,284.00
25000600	POTASSIUM FERTILIZER NUTRIENT	LBS	676.00	\$3.00	\$2,028.00
25100115	MULCH, METHOD 2	ACRE	7.00	\$2,100.00	\$14,700.00
25100630	EROSION CONTROL BLANKET	SY	33,758.00	\$1.15	\$38,821.70
25200200	SUPPLEMENTAL WATERING	UNIT	1,090.00	\$25.00	\$27,250.00
JS211110	TOPSOIL EXCAVATION AND PLACEMENT - re-spread portion *See NOTE 1	CY	2,634.00	\$9.50	\$25,023.00
JS250220	SEEDING, CLASS 2E	ACRE	1.25	\$2,700.00	\$3,375.00
JS250318	SEEDING, CLASS 4F	ACRE	1.50	\$2,900.00	\$4,350.00
JS250320	SEEDING, CLASS 5	ACRE	1.50	\$4,500.00	\$6,750.00
JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	MON	8.00	\$600.00	\$4,800.00
JS280050	SILT FENCE	LF	9,653.00	\$2.75	\$26,545.75
JS280051	RE-ERECT SILT FENCE	LF	1,931.00	\$2.00	\$3,862.00
JS280100	SUPER SILT FENCE	LF	40.00	\$29.00	\$1,160.00
JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	7.50	\$2,100.00	\$15,750.00
JS280161	SAME-DAY STABILIZATION	SY	861.00	\$0.10	\$86.10
JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EA	128.00	\$110.00	\$14,080.00
JS280306	TEMPORARY DITCH CHECK	LF	50.00	\$15.00	\$750.00

**PROPOSAL TOTAL: \$249,894.05**

**NOTES:**

Since the Tollway accepts either ILUCP or City of Chicago MBE toward the DBE participation percentage (per special provision page DBE-3), you can count us in for Tollway DBE (NAICS code 561730 landscape installation) for all of the landscaping and erosion control items on this project.

NOTE 1: All subgrades by others. We will only re-spread on-site topsoil whether supplied by you or stockpiled by others on-site, which must be clean to IDOT Imported topsoil specifications to include permission to re-use by others, provided at no cost to us. It is also acceptable to Natural Creations Landscaping for us to not perform the topsoil respread portion as long as others performing that portion of the item is done to within +/- 0.1" of finish grade for final seeding. If needed, we could perform the fine grading portion of the re-spread / furnished topsoil to be provided by others. Our charge for the fine grading portion only for the topsoil is \$0.35 /SY.

Traffic control and dewatering by others.

For questions call Mitch at 815-724-0991.

This bid consists of one bid sheet (1) / one DBE form 2025 Participation sheet (1) / three ILUCP IDOT DBE Certification sheets (3) / two MBE Certification sheets (2) = 7 sheets total



# Illinois Department of Transportation

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

December 19, 2017

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jose M. Garcia  
Natural Creations Landscaping Inc.  
356 E. Bruce St.  
Joliet, IL 60432

Dear Mr. Garcia:

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

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

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

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

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

Sincerely,



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

# Unified Certification Program - Search

Contractor Details

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

[Print](#)

## Natural Creations Landscaping Inc.

Jose M. Garcia  
356 E. Bruce St.  
Joliet, IL 60432

County: DuPage

Email: [jgarcia@naturalcreationslandscaping.com](mailto:jgarcia@naturalcreationslandscaping.com)

Phone: (815) 724-0991

Fax: (815) 724-0996

Categories: Construction, Trucking

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- EXCAVATING & GRADING - CONSTRUCTION
238140-Masonry Contractors	238140- INSTAL.PAV.BRICK & PRECAST RETAINING WALLS
238990-All Other Specialty Trade Contractors	238990- MISC: BRICK, GRANITE & SIDEWALK MASONRY
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING



# Illinois Department of Transportation

## Natural Creations Landscaping Inc.

is hereby certified as a

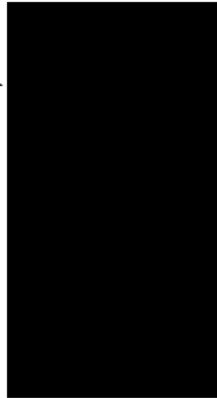
### **Disadvantaged Business Enterprise**

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



Gary Hannig  
Secretary

Illinois Department of Transportation



Carol Lyle  
Bureau Chief

Bureau of Small Business Enterprises

Effective the 19<sup>th</sup> day of January, 2010

DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAR 26 2018

Jose M. Garcia  
Natural Creations Landscaping, Inc.  
356 E. Bruce St.  
Joliet, IL 60432

Dear Jose M. Garcia:

We are pleased to inform you that Natural Creations Landscaping, Inc. has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 3/16/2023; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 3/16/2019, 3/16/2020, 3/16/2021, and 3/16/2022. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 3/16/2023. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 1/16/2023.

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602



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

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4764).

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

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- 238990 - Brick paver (e.g., driveways, patios, sidewalks) installation
- 561730 - Landscaping Services
- 541320 - Landscape design services
- 484220 - Trucking, specialized freight (except used goods), local
- 237310 - Concrete paving (i.e., highway, road, street, public sidewalk)
- 237310 - Pavement, highway, road, street, bridge or airport runway, construction

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

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

Sincerely,



Rich Butler  
First Deputy Procurement Officer  
RBM/j

Handwritten initials, possibly "RB", in the bottom right corner of the page.



Illinois Tollway  
 Illinois State Toll Highway Authority "ISTHA"

CONTRACT # I-18-4433 DBE FIRM NAME S&J Construction Co., Inc.  
 CIRCLE ALL THAT APPLY:  DBE  MBE  WBE  SBA 8(a)

PRIME  JV PARTNER  SUBCONTRACTOR  SUPPLIER  MANUFACTURER   
 CHECK ALL THAT APPLY: TIER 1 (SUB TO PRIME):  Y  N TIER 2 OR BELOW:  Y  N UNDER CONTRACT TO:

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the 15th calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@getpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount if firm is a SBA 8(a) firm)</small>
	<i>See attached quote</i>			<i>\$197,481.75</i>		
<b>TOTALS FOR THIS DBE FIRM: \$197,481.75</b>						

\*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. Contingency items, including but not limited to Mobilization Item 05571010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE goal percentage.

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

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereon must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed assignment 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: Angela L. OBE Title: President Date: 12-11-18  
 Signature for DBE Contractor: Simone Kapovich Title: President Date: 12/10/2018  
 Contract: S&J Construction Co., Inc.  
 Firm Name: S&J Construction Co., Inc.  
 Email: skapovich@sjconst.com  
 Phone: 708-331-1816  
 Address: 4245 166th Street Oak Forest, IL 60452

DBE

**I-57 Median North of I-294**  
**Ramp L**  
**ISTHA Contract No. I-18-4433**

**BID DATE: 12/11/2018**

Page 1 of 2

**SCHEDULE OF PRICES – SIGNING**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
72000300	SIGN PANEL - TYPE 3	SQ FT	528.0	\$27.75	\$14,652.00
72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	33.0	\$9.25	\$305.25
72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	18.0	\$105.00	\$1,890.00
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	12.0	\$90.00	\$1,080.00
73000100	WOOD SIGN SUPPORT	FOOT	18.0	\$95.00	\$1,710.00
73300300	OVERHEAD SIGN STRUCTURE - SPAN, TYPE III-A (5'-0" X 7'-0")	FOOT	95.0	\$1,125.00	\$106,875.00
73400200	DRILLED SHAFT CONCRETE FOUNDATIONS	CU YD	39.6	\$1,310.00	\$51,876.00
73600100	REMOVE OVERHEAD SIGN STRUCTURE - SPAN	EACH	1.0	\$10,350.00	\$10,350.00
73700300	REMOVE CONCRETE FOUNDATION - OVERHEAD	EACH	4.0	\$1,150.00	\$4,600.00
JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	33.0	\$76.50	\$2,524.50
JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	1.0	\$1,625.00	\$1,625.00
<b>TOTAL PRICE</b>					<b>\$197,487.75</b>

**SCOPE OF WORK**

The above price includes all labor, equipment, material, and tools to perform the work as shown in the contract plans, specifications, and as stated here in. All access to the work/erection sites for the cranes, equipment, drill rig, concrete trucks and structure assembly shall be the responsibility of the GC. We have not included any spoil removal or dumping of spoil. We have not included disposal of broken concrete from existing foundations to be removed. We have not included hazardous or special waste should it appear.

**Foundations for OVHD Sign Structures and Concrete Foundations:**

- Level and adequate access to the foundation locations for drilling and foundation installation shall be provided by the GC.
- All foundation work was quoted to be completed during the day Monday through Friday under normal straight time hours.
- All rebar installation of the cages are included in this cost.
- We have not included backfilling around any of the sign foundations.
- Any and ALL electrical work is excluded. Conduit runs, ground rod installation, grounding wells and systems, etc. shall be furnished and installed by the electrical contractor and is not included in our quote.
- We have included the anchor bolts for all of the OVHD Structures.
- Access to foundation work areas shall be provided to S&J by the G.C. in a manner that allows for continuous foundation installation.

Continue on page 2--

- Obstruction drilling will be charged per IDOT article 109.4.

**OVHD Structures:**

- Supply, assembly, and erection of the OVHD Sign structures required.
- We will unload and assemble the structures at the required locations directly adjacent to the installation location. These areas of access shall be provided by the GC. This work has been quoted using daytime straight time rates.
- Erect the structures at night when required.
- All new sign panels will be installed on the structures prior to structure erection.

**General Notes:**

- It was assumed that all foundation work will be done within the project work zone and will not require additional traffic control.
- All traffic control and protection, lane closures, flagging requirements, etc. shall be the responsibility of the General Contractor.
- Covering of any of the sign panels is not included in this price and is considered part of M.O.T. If required by ISTHA, we will invoice in accordance with article 109.4.
- *We did **NOT** include any signing for M.O.T. or temporary signing that may be required. Any and all M.O.T. signing is by others.*
- OVHD wires that interfere with drilling of the caisson shafts or installation of the structures shall be de-energized for us to perform our work with-in the OSHA safety requirements and guidelines. This shall be the responsibility of the G.C.
- General Contractor shall provide access to a construction yard for storage of materials, equipment, and shipping container job box.
- The insurance S&J is providing for this project is: Workman's Comp. for 1 Mil., General Liability for 1 Mil. each occurrence and 2 Mil. Aggregate; Automobile for 1 Mil.; and a 10 Mil. Umbrella. We do not have Railroad Insurance, Professional Liability Insurance, Builders Risk, or other insurance which may be required for this project.

**Excluded From Our Price:**

- Traffic control and Protection and all required flagging operations
- Electrical work or electrical supplies of any kind for new structures and foundations.  
(Conduit, ground rods, ground cable, and clamps)
- Electrical work or electrical supplies of any kind for existing structures  
(disconnection or reconnection of sign structures)
- Roadway, shoulder, sub-base or barrier wall removal or installation.
- Railroad Insurance.
- Signing incidental to IDOT Article 107
- Removal of spoil and broken concrete from the work location
- Utility Discovery, Removal, or Relocation.
- Testing and Inspection, Third Party Inspection, QC/QA.
- Cleaning and Painting.
- Site restoration landscape work.
- Survey and Layout.
- Permits/Fees. (Except for Cranes & Drill Rig)
- Liquidated Damages not caused by S&J.
- Bond Costs & Retention.



CONTRACT #	
DBE FIRM NAME	
CIRCLE ALL THAT APPLY:	DBE   MBE   WBE   SBA 8(A)

CHECK ALL THAT APPLY:

PRIME \_\_\_\_\_ JV PARTNER \_\_\_\_\_ SUBCONTRACTOR \_\_\_\_\_ TRUCKER \_\_\_\_\_ SUPPLIER \_\_\_\_\_ MANUFACTURER \_\_\_\_\_

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

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

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

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #US671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

Signature for Prime Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Signature for DBE Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_





# DBE FORM 2023

## Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

### Good Faith Efforts Checklist

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

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

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

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

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

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

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

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

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

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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



# DBE FORM 2023

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

Project name: \_\_\_\_\_

Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_

Contact person: \_\_\_\_\_

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

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

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

**Print Name:** \_\_\_\_\_

**Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



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

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

**SECTION A: to be completed by Prime Contractor**

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

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

- (g) \_\_\_\_\_
- (h) \_\_\_\_\_  
Signature of Prime Contractor Authorized Agent
- (i) \_\_\_\_\_  
Printed Name
- \_\_\_\_\_ Date
- \_\_\_\_\_ Title

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

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

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

\_\_\_\_\_  
Signature /Date of Construction Manager (CM)

\_\_\_\_\_  
Diversity Verification Initials / Date



## ISTHA DBE Utilization by Period Report – DBE Form 2114

### General Information

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

### Contract Financials (cumulative)

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

### DBE Financials (cumulative)

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

### Progress Payment Summary

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

### Progress Payment Detail

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

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

16	<b>DBE subcontractor/supplier name #3</b>		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)





## ISTHA DBE Utilization by Period Report – DBE Form 2114

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

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

**Notes:**

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

**Affidavit**

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

**Payer / Preparer / Prime**

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





## Capture Application Request for Log-in/Password

I, \_\_\_\_\_, \_\_\_\_\_  
 (Print the name of signatory party) (Title)

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

Construction Manager       Prime Contractor

(company name) \_\_\_\_\_.

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

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

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

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

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

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

User Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Company Name: \_\_\_\_\_ Date \_\_\_\_\_

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

**For ease of response, please e-mail this request from the email account listed above to:**  
[dbes@getipass.com](mailto:dbes@getipass.com)

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

**3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:**

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

- Women: at least 6.9 percent for all contracts.
- Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.60%.

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

#### **4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:**

##### **AMERICAN INDIAN OR ALASKA NATIVE:**

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

##### **ASIAN:**

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

##### **BLACK OR AFRICAN AMERICAN:**

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

##### **HISPANIC:**

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

#### **5. CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

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

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

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

**7. EEO FORM 0003 WORKFORCE ANALYSIS**

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

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically monthly and be up-to-date to through the last full month preceding the transmittal of each pay estimate. Failure to submit the EEO 0003 Report(s) electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

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

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

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

## **9. GOOD FAITH EFFORT PROCEDURES:**

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

## **10. CORRECTIVE ACTION PLAN:**

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

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

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

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

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

#### **11. AMENDED CORRECTIVE ACTION PLAN:**

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

#### **12. DETERMINATION OF NON-COMPLIANCE:**

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

#### **13. ADMINISTRATIVE RECONSIDERATION:**

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

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the



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

#### **14. SANCTIONS:**

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

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

#### **15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

#### **16. INACCURATE OR FRAUDULENT REPORTING:**

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

#### **17. OTHER REGULATIONS:**

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



Tollway Contract #: I-18-4433

Prime: D. Construction, Inc.

Date: 12-11-18

**FORM EEO 1256 - WORKFORCE PROJECTION**

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

**TABLE A**

TOTAL Workforce Projection for Contract												
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES			
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Manager)												
Supervisors												
Foremen												
Clerical												
Equipment Operators	20	1		1	4						2	
Mechanics												
Truck Drivers	29	3										
Ironworkers	8											
Carpenters	8										2	
Cement Masons	5	1	2			1						
Electricians	4											
Pipefitters, Plumbers												
Painters												
Laborers, Semi-Skilled	20	3	6		4	1						
Laborers, Unskilled												
<b>TOTAL</b>	<b>94</b>	<b>8</b>	<b>8</b>	<b>1</b>	<b>8</b>	<b>2</b>					<b>4</b>	

**TABLE B**

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F
20	1	4	1
29	3		
8			
8			
5	1	3	1
4			
20	3	6	1
<b>94</b>	<b>8</b>	<b>17</b>	<b>3</b>

**TABLE C**

TOTAL Training Projection for Contract								
Employees In Training	Total Employee		Black		Hispanic		*Other Minor.	
	M	F	M	F	M	F	M	F
Apprentices								
On-The-Job Trainees	4		1		1			

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

Note: See Instructions on page 2

**FORM EEO 1256 - WORKFORCE PROJECTION - continued**

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

The undersigned bidder projects that: (number) 0 new hires would be recruited from the area in which the contract project is located; and/or (number) 0 new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

B. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) 60 persons will be directly employed by the prime contractor and that (number) 42 persons will be employed by subcontractors.

Company D. Construction, Inc. Telephone Number 815-634-2575

Address 488 S. Broadway  
Coal City, IL 60416

**Instructions:** All tables must include subcontractor personnel in addition to prime contractor personnel.

**Table A -** Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

**Table B -** Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

**Table C -** Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.



# EEO 0003 Workforce Reporting Worksheet

Contract #		Prepared by	
EEO Contractor/Supplier Name		Title	
Company Contact		E-mail Address	
Period Begin Date		Phone #	
Period End Date			
Current Pay Estimate		% Complete	
No Hours to Report <input type="checkbox"/>		Mobilization Date	
Work Performed			
Narrative Box			

Job Category	✓ CHECK THE CORRECT BOX											ENTER HOURS AND COUNT				
	Gender		Ethnicity						Worker Experience Level			Non-Veteran		Veteran		
	Male	Female	African American	American Indian/AK	Asian	Hispanic	Native Hawaiian or Other Pacific	Two or More Races	White	Journeyman	Apprentice	On-the-Job Trainee	Hours	Count	Hours	Count

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

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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% 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 is due by 5:00 p.m. on the fifth calendar day after email notification to the prime by the Tollway of low apparent bidder status. 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](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The Contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
    - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.
    - 5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.
  - 5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified**

**VOSB/SDVOSB vendor will not count towards the goal.**

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

work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

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

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

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

6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.

7.2. Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;



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



PRIME CONTRACTOR: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_  
 CONTACT PHONE NUMBER: \_\_\_\_\_  
 CONTACT E-MAIL: \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

Check one:

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

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Veteran Small Business Participation and Utilization Plan-Construction in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_

PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

Instructions to Bidders:

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

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
TOTAL		

For ebid: the submission of Form 2026 constitutes signature of this form.  
 For hardcopy: signature required.

\_\_\_\_\_  
 Signature

Date: 12/7/2018  
 Contact Name: Rob Male  
 Contractor Company Name: D Construction, Inc.  
 From: Lynnette Robinson  
 DBE Project Specialist

*Please note in accordance with the Procurement code (30 ILCS 500), section 50-1 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:** 12/7/2018      **Revision #** 0

**Contract #** I-18-4433      **Established VOSB Goal:** 2.00 %

**Contract Description:** I-57 Median North of I-294, Ramp L

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

Notes:

**VOSB Plan as Submitted by apparent low bidder:**

VOSB Firm Name	Contract Award Amount		Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
	Status (SB/SuprTK)	Type							
Industrial Fence, Inc.	SB	VOSB	Fencing and Railing	\$436,227.78	\$436,227.78	2.41 %	CMS	M	Hispanic
<b>Total # of subcontracts: 1</b>			<b>TOTAL</b>	<b>\$436,227.78</b>	<b>\$436,227.78</b>	<b>2.41 %</b>			
<b>Total # of subcontractors: 1</b>			<b>Total %</b>	<b>2.41 %</b>	<b>2.41 %</b>				



ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
VOSB FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: D. Construction, Inc.  
CONTACT NAME: Rob Male

CONTACT PHONE NUMBER: 815-634-2555

CONTACT E-MAIL: r.male@dconstruction.com

CONTRACT NUMBER I-18-4433

Check one:

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

The bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Veteran Small Business Participation and Utilization Plan-Construction in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_

PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

Instructions to Bidders:

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

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
Industrial Fence, Inc.	Fencing & Railing	\$436,227.78
TOTAL		\$436,227.78

For ebid: the submission of Form 2026 constitutes signature of this form.  
For hardcopy: signature required.

[Redacted Signature]

Signature

12-11-2018

2.41%



Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

I-18-4433

Industrial Fence Inc.

VOSB  SDVOSB  ETHNICITY:  Asian  AI/AN  AA/Pac  HSP  GUC GENDER:  M  F

PRIME  JV/PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

Attach this form to the VOSB Utilization Plan form, VOSB Form 2025. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on company letterhead.

This form must be completed for EACH VOSB participating in the VOSB Utilization Plan.

DATE	DESCRIPTION	AMOUNT	PERCENTAGE	CHECKOFF SUPPLIER
	See attached quote			
TOTALS FOR THIS VOSB FIRM:				446,287.78

\*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 items #1557-1010, 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 equal work performed by the VOSB on this contract and the payment therefor 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 Prime Contractor: *Morgan Rose*  
 Title: *President*  
 Date: *12-11-18*  
 Contact: *Rob Male*  
 Phone: *815-631-2555*  
 Firm Name: *D. Construction, Inc.*  
 Address: *1588 S. Broadway, Coal City, IL 60416*  
*1.male@construction.com*

Signature for VOSB Contractor: \_\_\_\_\_  
 Title: *President*  
 Date: *12/10/18*  
 Contact: *Miguel Sanguel*  
 Phone: *773-521-9900*  
 Firm Name: *Industrial Fence Inc.*  
 Address: *1303 S. Kilbourn Avenue, Chicago, IL 60611*

Revised  
 OBE  
 1/5/18

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

GC: General Contractor  
 Contact: Estimating  
 Phone:  
 Email:

IFI Bid Proposal

Estimate Date: 12/11/2018  
 Work Order No: E18355  
 Project Name: ISTHA I-18-4433

Description	Unit	Quantity	Unit Price	Total Price
<b>10 Chain Link Fence</b>				
66400305 Chain Link Fence 6'	LF	1,398.00	27.32	38,193.36
X6640300 CH LK FENCE REMOV	LF	1,329.00	6.20	8,239.80
				<u>\$46,433.16</u>
<b>30 Guardrail</b>				
63200310 Guardrail Removal	LF	6,470.50	6.56	42,446.48
63301210 Remove and Re-erect SPBGR Type A		50.00	23.78	1,189.00
64300770 Impact Attenuator (SUN) TL3	EA	4.00	44,982.51	179,930.04
<del>70600260 Impact Attenuator Temp (FRN) TL3</del>	<del>EA</del>	<del>3.00</del>	<del>10,924.30</del>	<del>32,772.90</del>
<del>70600270 IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3</del>	<del>EA</del>	<del>1.00</del>	<del>11,684.30</del>	<del>11,684.30</del>
<del>70600332 Impact Attenuator Temp Relocate TL3</del>	<del>EA</del>	<del>2.00</del>	<del>3,324.30</del>	<del>6,648.60</del>
J1630002 SPBGR Ty A 6' Post	LF	662.50	27.02	17,900.75
J1631110 Traffic Barrier Terminal Ty 1A Spl	EA	1.00	3,599.85	3,599.85
J1631112 TBT Ty 1A Spl	EA	1.00	3,599.85	3,599.85
J1631120 Traffic Barrier Terminal Ty 2	EA	3.00	1,192.56	3,577.68
J1631140 Traffic Barrier Terminal Ty 10	EA	2.00	474.90	949.80
J1708261 - IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW), TEST LEVEL 3, TO REMAIN IN PLACE	EA	1.00	45,472.56	45,472.56
J125000 Terminal Marker DA	EA	2.00	44.40	88.80
J1782012 Guardrail Barrier Delineator Reflector Marker Type B	EA	27.00	8.88	239.76
JS120710 Energy Attenuator	EA	2.00	37,341.30	74,682.60
63000001 SPBGR Ty A 6' Post	LF	375.00	27.02	10,132.50
63100045 Traffic Barrier Terminal Type 2	EA	2.00	1,192.56	2,385.12
63100167 Traffic Barrier Terminal Ty 1 Spl Tan	EA	1.00	3,599.83	3,599.83
				<u>\$440,900.42</u>
				<u>\$389,794.00</u>
<b>Totals</b>				<u>\$487,333.68</u>
				<u>\$436,227.78</u>

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.

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

**GC:** General Contractor

**Contact:** Estimating

**Phone:**

**Email:**

IFI Bid Proposal

**Estimate Date:** 12/11/2018

**Work Order No:** E18355

**Project Name:** ISTHA I-18-4433

**Exclusions:**

- Railroad, Professional Liability & Pollution Insurance
- Demo of existing fencing or footings
- No bonds, permits, licenses and/or fees
- Removal or install of Concrete Pads for Attenuator
- Survey / Layout
- No taxes included
- Multiple installations or renews
- Graveling
- Traffic Control
- Excessive Mobilization
- No Bituminous Shoulder Curing of FIB (art. 630.68) FOR GUARDRAIL INSTALLATION\* (Core Drilling PER HOLE \$16.00 extra)
- No express or implied design build included to proposal.
- Additional Required Insurance Coverages
- Concrete removal or rock/hard ground drilling/coring
- No clearing or grubbing for fence removal or installation
- All work performed during regular work hours 7am to 3:30pm
- Widening of existing shoulder for construction of TBT Type 1 SPL
- QA-QC Testing & Inspection
- Grading or Restoration
- Unforeseen Conditions
- Liquidated & Unliquidated Damages
- Flags
- All work to be performed under normal conditions.
- Damages caused by motorists or other contractors
- Installation for imbeds (cost by others)
- Damages caused by Unmarked Utilities
- Removal or install of Concrete/Asphalt Pad for Temporary/Permanent
- Per IDOT Section 706.08 Impact Attenuators Temporary, any Maintenance or Repairs to the Unit will be completed on T&M
- Indemnification for Contractor negligence or fault
- Hand Digging UTILITIES
- No Restoration included with Removal items
- Exclude top 30M pulverizing, asphalt, etc. for any steel plate beam guardrail adjustment.
- Attenuator rental is per project
- Normal wear & tear, weather, Dewatering, Snow Removal
- Concrete Lane Cuts
- Lane closures

**IFI chooses to participate in the Option for Steel Cost Adjustment**



CONTRACT #

VOSB FIRM NAME:
CIRCLE ALL THAT APPLY:
VOSB
SDVOSB

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

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

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

Table with columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL VOSB CREDIT AMOUNT (\$)

\*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 #US671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment therefor 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 Prime Contractor, Title, Date
Contract, Date
Signature for VOSB Contractor, Title, Date
Contract, Date
Firm Name, E-mail, Phone, Address





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

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

**Good Faith Efforts Checklist**

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

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

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

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

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

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

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

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



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

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

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

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

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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



# VOSB FORM 2023

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

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

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

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

**Print Name:** \_\_\_\_\_ **Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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:

- **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 CERTIFICATES 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 CREDITS 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](http://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.: T-18-4433  
CONTRACTOR/CONSULTANT NAME: A. Construction, Inc.

**1. PAYMENT TERMS AND CONDITIONS:**

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



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4433

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	Everett Leasure	815-634-2555	e.leasure@deconstruction.com
Bid Guaranty	Tamara L. Hansen	815-634-2555	t.hansen@deconstruction.com
DBE 2026	Col Mak	815-634-2555	c.mak@deconstruction.com
EEO Program	Lori Pierard	815-634-2555	l.pierard@deconstruction.com
VOSB 2026	Col Mak	815-634-2555	c.mak@deconstruction.com
Financial Disclosures Forms A or Forms B	Tamara L. Hansen	815-634-2555	t.hansen@deconstruction.com
IDOT Certificate of Eligibility	Tamara L. Hansen	815-634-2555	t.hansen@deconstruction.com
Non-Collusion Affidavit - Page R4	Tamara L. Hansen	815-634-2555	t.hansen@deconstruction.com

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

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

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

contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

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

accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

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

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

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

**25. SUPPLEMENTAL PROVISIONS**

**25.1 TOLLWAY SUPPLEMENTAL PROVISIONS**

**25.1.1 Agents and Employees:**

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

**25.1.2 Publicity:**

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

**25.1.3 Third Party Beneficiaries:**

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

**25.1.4 Successors In Interest:**

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

**25.1.5 Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

25.3 **PAYMENT DATA REPORTING REQUIREMENT**

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

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

25.4 **VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

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

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

D. Coarlander, Inc hereby agrees to the exceptions provided by State of Illinois and to the Additional Terms and Conditions provided by Illinois Tollway.

Agreed:	Agreed:
By: <u>Deborah S. Jordan</u>	By: <u>James L. Hansen</u>
Signed: [Redacted]	Signed: [Redacted]
Position: <u>President</u>	Position: <u>Corporate Secretary/Treasurer</u>
Date: <u>11-11-18</u>	Date: <u>11-11-18</u>



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

Date: 12-11-18 Project Number: I-18-4433

Project Name: I-57 Median North of I-294, Camp L

DELINQUENT DEBT REVIEW  
CONTRACTOR/CONSULTANT

**Sub-Contractor/Consultant Disclosure**

Will you be using any sub-contractors/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: D. Conducing Inc

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: thansen@construction.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.

Sub-Contractor(s)/Consultant(s)	Sub-Contractor/Consultant FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
<i>See attached list</i>				

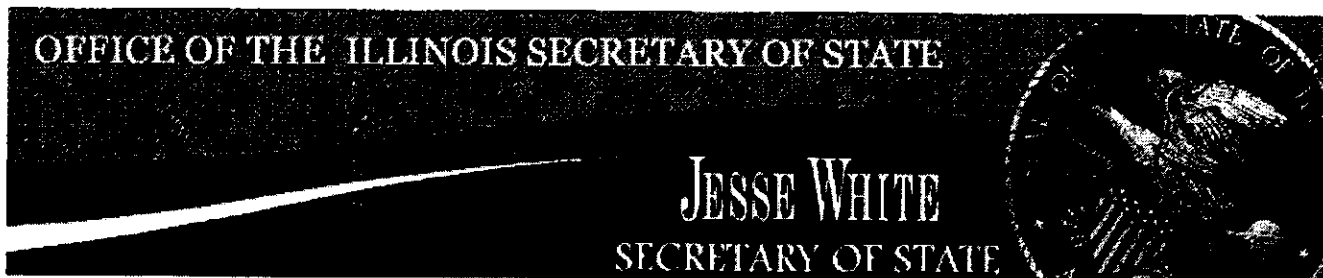
Signature: [REDACTED]

Date: 12-11-18

Printed Name: Frankie Goodwin - President







## CORPORATION FILE DETAIL REPORT

File Number	52688396		
Entity Name	D. CONSTRUCTION, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/26/1982	State	ILLINOIS
Agent Name	TAMARA L HANSEN	Agent Change Date	10/22/2007
Agent Street Address	1488 S BROADWAY	President Name & Address	KENNETH T SANDENO 5540 BAYVIEW DR MORRIS 60450
Agent City	COAL CITY	Secretary Name & Address	TAMARA L HANSEN 207 SOUTH GRUNDY GARDNER 60424
Agent Zip	60416	Duration Date	PERPETUAL
Annual Report Filing Date	03/06/2018	For Year	2018

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(One Certificate per Transaction)

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[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:36 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 11:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:43 01/16/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/16/19 AT 13:43 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER [REDACTED]

VENDOR NAME: S & J CONSTRUCTION CO INC

CLAIMING AGENCY NUMBER: 492

CLAIMING AGENCY NAME: DEPT OF REVENUE

CLAIMING AGENCY PHONE NUMBER: 217/785-3731

OFFSET: 01 OF 01

*\* See updated  
\* DD Report*

DISCLAIMER:

AS OF 01/07/19 AT 10:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] AN ACTIVE CLAIM MEANS A CLAIM THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. AN ACTIVE CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL PROTEST, PAYMENTS IN PROCESS, OR A WRITTEN PAYMENT AGREEMENT WITH THE CLAIMING AGENCY. PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THIS SCREEN, AND/OR THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:39 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

Midco Electric Supply, Inc

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:44 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Double "G" Excavating

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

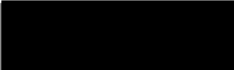
OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: [REDACTED]

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:45 04/19/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/19/19 AT 10:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

**Mancillas, Pam**

---

**From:** Rivers, Charissa  
**Sent:** Tuesday, March 12, 2019 12:59 PM  
**To:** Mancillas, Pam  
**Cc:** Lanzo, Paul; Pebler, Alfred; Lao, Clarita  
**Subject:** I-18-4333 - D Const. - Contract book to prep for signatures- Conditional NTP

Hello Pam,

I am forwarding the contract documents to you to prep for signatures. Please let me know if I inadvertently missed anything that needs to be expedited from the Contractor. Please Note, this is a **CONDITIONAL NTP**, please insert a note on top of the contract book to ensure it is captured when the NTP letter gets drafted.

Sub-Contractor has delinquent debt. Multiple reports are included.

Thanks,

**Chrissy Rivers**  
Illinois Tollway – PMO  
2700 Ogden Avenue  
Downers Grove, IL 60515  
(630) 241-6800 x4962  
[crivers@getipass.com](mailto:crivers@getipass.com)

*Cleared  
see 4/19/19  
DD Report*

**E-MAIL CONFIDENTIALITY NOTICE:** This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any applicable privilege or unauthorized disclosure is not binding on the Illinois State Toll Highway Authority. Thank you for your cooperation.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:45 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:15 03/11/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 01 OF 01

VENDOR NAME: EFFICIENT TRUCKING INC

CLAIMING AGENCY NUMBER: 492

CLAIMING AGENCY NAME: DEPT OF REVENUE

CLAIMING AGENCY PHONE NUMBER: 217/785-3731

DISCLAIMER:

AS OF 03/11/19 AT 10:15 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED]. AN ACTIVE CLAIM MEANS A CLAIM THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. AN ACTIVE CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL PROTEST, PAYMENTS IN PROCESS, OR A WRITTEN PAYMENT AGREEMENT WITH THE CLAIMING AGENCY. PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THIS SCREEN, AND/OR THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:10 03/06/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 01 OF 01

VENDOR NAME: EFFICIENT TRUCKING INC

CLAIMING AGENCY NUMBER: 492

CLAIMING AGENCY NAME: DEPT OF REVENUE X

CLAIMING AGENCY PHONE NUMBER: 217/785-3731

DISCLAIMER:

AS OF 03/06/19 AT 07:10 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] AN ACTIVE CLAIM MEANS A CLAIM THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. AN ACTIVE CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL PROTEST, PAYMENTS IN PROCESS, OR A WRITTEN PAYMENT AGREEMENT WITH THE CLAIMING AGENCY. PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THIS SCREEN, AND/OR THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

D Const.

H-18-4433

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:15 02/11/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 01 OF 01

VENDOR NAME: EFFICIENT TRUCKING INC

CLAIMING AGENCY NUMBER: 492

CLAIMING AGENCY NAME: DEPT OF REVENUE

CLAIMING AGENCY PHONE NUMBER: 217/785-3731

DISCLAIMER:

AS OF 02/11/19 AT 11:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*[REDACTED] AN ACTIVE CLAIM MEANS A CLAIM THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. AN ACTIVE CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL PROTEST, PAYMENTS IN PROCESS, OR A WRITTEN PAYMENT AGREEMENT WITH THE CLAIMING AGENCY. PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THIS SCREEN, AND/OR THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

ACTION: S

VENDOR NUMBER= [REDACTED]

VENDOR NAME: EFFICIENT TRUCKING INC

CLAIMING AGENCY NUMBER: 492

CLAIMING AGENCY NAME: DEPT OF REVENUE

CLAIMING AGENCY PHONE NUMBER: 217/785-3731

DISCLAIMER:

AS OF 02/25/19 AT 12:56 OUR INVOLUNTARY WITHHOLDING SYSTEM HAS AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. THIS CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL ACTION. IF YOU ARE THE CLAIMING AGENCY, PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Terri Smith  
Document Control Manager  
Illinois Tollway  
2700 Ogden Avenue  
Downers Grove, IL 60515  
630-241-6800 ext. 4311

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:46 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 01/07/19

ACTION: S

VENDOR NUMBER= [REDACTED]

VENDOR NAME: [REDACTED]

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/07/19 AT 10:46 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

Contract # 18-4433 Today's Date 12-11-18

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

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

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

[Signature]  
Contractor

[Signature]  
Name/Title of Authorized Representative

[Redacted Signature]  
Signature of Authorized Representative

Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Kenneth Sandeno

Business Name: D. Construction, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: December 11, 2018



File Number

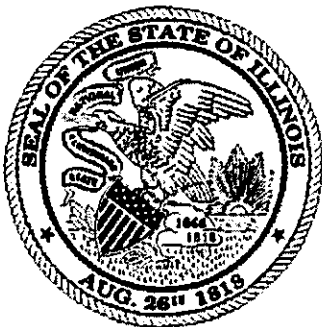
5268-839-6



**To all to whom these Presents Shall Come, Greeting:**

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

D. CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 26, 1982, 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 7TH day of JANUARY A.D. 2019 .***

*Jesse White*

SECRETARY OF STATE

# Certificate of Registration



Registration No. 10926

**D. Construction, Inc.**

1488 So. Broadway

Coal City IL 60474

Information for this business last updated on:

Monday, August 03, 2009

Certificate produced on Monday, August 03, 2009 at 2:20 PM



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

IPB Reference #: 22043080

Procurement/Contract #: I-18-4433

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

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

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

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

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

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

IPG Registration #: 20216399

IPG Expiration Date: 08/14/2019

**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.

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

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

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

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

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 list				

**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: D. Construction, Inc.

Phone: 815-634-2555

Street Address: 1488 S. Broadway

Email: t.hansen@dconstruction.com

City, State, Zip: Coal City, IL. 60416

Vendor Contact: Tamara L. Hansen

Signature: 

Date: 12/11/2018

Printed Name: Kenneth Sandeno

Title: President

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	154th St. Pedestrian Ramp - Calumet City	Complete - Pending Closeout	\$294,213	60M03
Illinois Department of Transportation	163rd St. - Dixie Hwy to Park Ave. - Markham	Complete - Pending Closeout	\$503,394	61D68
Illinois Department of Transportation	170th Western Ave. to Dixie Hwy - Hazel Crest	Complete - Pending Closeout	\$316,114	61D91
Illinois Department of Transportation	188th Street - Lansing	Complete - Pending Closeout	\$885,118	60M45
Illinois Department of Transportation	75th Street at Book Road - Naperville	Complete - Pending Closeout	\$541,491	61C89
Illinois Department of Transportation	Amber Lane to McGinly Street - Diamond	Complete - Pending Closeout	\$101,818	87G00
Illinois Department of Transportation	Aurora Municipal Airport	Complete - Pending Closeout	\$391,865	AU066
Illinois Department of Transportation	Blodgett Road bridge over Grant Creek	Complete - Pending Closeout	\$1,834,811	60X60
Illinois Department of Transportation	Broadway Street - Blue Island	Complete - Pending Closeout	\$991,300	62C64
Illinois Department of Transportation	Butterfield Road Culvert Rehab	Complete - Pending Closeout	\$529,842	62B98
Illinois Department of Transportation	Caton Farm Road over the DuPage River - Joliet	Complete - Pending Closeout	\$2,305,270	61B98
Illinois Department of Transportation	CH 15 and CH 4 Intersection - LaSalle County	Complete - Pending Closeout	\$634,012	87546
Illinois Department of Transportation	City of Crest Hill - Paths & Sidewalks	Complete - Pending Closeout	\$154,163	61C99
Illinois Department of Transportation	DesPlaines River Bridge Repairs	Complete - Pending Closeout	\$621,354	82A22
Illinois Department of Transportation	DuPage River to Fort Beggs Bike Trail - Plainfield	Complete - Pending Closeout	\$903,235	61A76
Illinois Department of Transportation	Four Lakes Avenue - Lisle	Complete - Pending Closeout	\$1,743,142	61A89
Illinois Department of Transportation	Halsted Street - Glenwood	Complete - Pending Closeout	\$769,117	61B77
Illinois Department of Transportation	Homer Glen Trail - Martingale Lane to 159th St	Complete - Pending Closeout	\$444,363	61B56
Illinois Department of Transportation	I-55 Arsenal Interchanges	Complete - Pending Closeout	\$37,477,833	60F12
Illinois Department of Transportation	I-55 over Des Plaines River - Channahon	Complete - Pending Closeout	\$7,650,285	60R62
Illinois Department of Transportation	I-57 - Weigh-in-motion Scale - Peotone	Complete - Pending Closeout	\$477,518	62C87
Illinois Department of Transportation	I-80 - East of the Fox River	Complete - Pending Closeout	\$76,815	66H51
Illinois Department of Transportation	I-94 - Glenview Road & Lincoln Avenue	Complete - Pending Closeout	\$292,175	62F38
Illinois Department of Transportation	I-94 over I-57 Bridge Repair - Chicago	Complete - Pending Closeout	\$103,640	62F98
Illinois Department of Transportation	IL 17 & UPRR - Dwight	Complete - Pending Closeout	\$4,355,353	66D16
Illinois Department of Transportation	IL 170 - Seneca Dr. to north of N 21st Rd	Complete - Pending Closeout	\$649,956	66F98
Illinois Department of Transportation	IL 23 over the Illinois River	Complete - Pending Closeout	\$102,102	66F67
Illinois Department of Transportation	IL 31 at Watkins St. in Montgomery	Complete - Pending Closeout	\$1,362,245	60V53
Illinois Department of Transportation	IL 47 - Morris	Complete - Pending Closeout	\$967,489	66B97
Illinois Department of Transportation	IL 71 Slope Stabilization - Ottawa & Utica	Complete - Pending Closeout	\$522,729	66F07
Illinois Department of Transportation	IL171 Culvert Repair - Palos Township	Complete - Pending Closeout	\$180,720	62B81
Illinois Department of Transportation	Indian Trail Road over the Fox River - Aurora	Complete - Pending Closeout	\$9,779,159	63863
Illinois Department of Transportation	Kennedy Rd. Shared-use Path - Yorkville	Complete - Pending Closeout	\$753,942	87628
Illinois Department of Transportation	Klemme Rd. over Plum Creek Bridge	Complete - Pending Closeout	\$891,302	61D68
Illinois Department of Transportation	NB & SB Lanes of I-57 over Kankakee River	Complete - Pending Closeout	\$19,326,608	66750
Illinois Department of Transportation	Ohio St. over BNSF - Aurora	Complete - Pending Closeout	\$7,802,274	63659

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	Old Plank Road Trail - Chicago Heights	Complete - Pending Closeout	\$892,872	61B14
Illinois Department of Transportation	Old Plank Trail Pedestrian Bridge - New Lenox	Complete - Pending Closeout	\$1,409,900	60V71
Illinois Department of Transportation	Rt 17 Resurface - Dwight	Complete - Pending Closeout	\$499,334	66F39
Illinois Department of Transportation	Rt 34 & Orchard Rd. - Oswego	Complete - Pending Closeout	\$103,281	66H41
Illinois Department of Transportation	Sauk Trail - Sauk Village & Bloom Township	Complete - Pending Closeout	\$1,207,413	60X38
Illinois Department of Transportation	Second Street Bridge - Lockport	Complete - Pending Closeout	\$938,430	61D71
Illinois Department of Transportation	Sheffer Rd. over Indian Creek - Aurora (Bridge)	Complete - Pending Closeout	\$1,477,135	61B08
Illinois Department of Transportation	Shoulder Repairs - Various Locations	Complete - Pending Closeout	\$235,687	62C91
Illinois Department of Transportation	Steger Road & US 45 - Frankfort	Complete - Pending Closeout	\$2,991,330	61C70
Illinois Department of Transportation	TR 199 over Big Rock Creek	Complete - Pending Closeout	\$807,471	61D84
Illinois Department of Transportation	US 30 @ IL 31 - BN & Santa Fe RR Montgomery	Complete - Pending Closeout	\$21,175,305	60I33
Illinois Department of Transportation	US 50 over Welch Creek	Complete - Pending Closeout	\$779,601	61A07
Illinois Department of Transportation	US 52 - East of IL 71 (Various Locations)	Complete - Pending Closeout	\$995,640	66D49
Illinois Department of Transportation	US 52 over Saratoga Creek	Complete - Pending Closeout	\$426,334	66C62
Illinois Department of Transportation	US 52/ Jefferson St. - Troy Twp	Complete - Pending Closeout	\$1,501,965	62C83
Illinois Department of Transportation	US 6 - Bridge Repairs	Complete - Pending Closeout	\$266,788	66F65
Illinois Department of Transportation	US 6 & Seneca Road	Complete - Pending Closeout	\$58,601	66F68
Illinois Department of Transportation	US 6 over Milliken Creek - Ottawa	Complete - Pending Closeout	\$984,802	66A58
Illinois Department of Transportation	US 8 to Bell Road - Channahon	Complete - Pending Closeout	\$93,755	66F69
Illinois Department of Transportation	Vermont - Blue Island	Complete - Pending Closeout	\$592,439	62C82
Illinois Department of Transportation	Wallin Drive - Plainfield	Complete - Pending Closeout	\$391,635	60L05
Illinois Department of Transportation	Washington Street over Spring Creek	Complete - Pending Closeout	\$1,435,911	61A48
Illinois Department of Transportation	Wood Street - Hazel Crest	Complete - Pending Closeout	\$542,964	62C85
Illinois Department of Transportation	Cal Sag Bike Trail - Alsip	Complete - Pending Closeout	\$2,370,174	63834
Illinois Department of Transportation	Cal Sag Bike Trail - Cook	Complete - Pending Closeout	\$4,465,403	63866
Illinois Department of Transportation	CH 19 Bridge over East Bureau Creek - Depue	Complete - Pending Closeout	\$336,179	87671
Illinois Department of Transportation	Cicero Avenue Resurface	Complete - Pending Closeout	\$1,813,402	62B52
Illinois Department of Transportation	Deerpath Road over Mill Creek - Batavia	Complete - Pending Closeout	\$1,548,296	61A88
Illinois Department of Transportation	Ed Hand Highway over the Vermilion River	Complete - Pending Closeout	\$3,199,833	87605
Illinois Department of Transportation	I-180 over Illinois River - Hennepin	Complete - Pending Closeout	\$297,019	66F10
Illinois Department of Transportation	I-80 over Des Plaines River - Joliet	Complete - Pending Closeout	\$1,476,952	60Y64
Illinois Department of Transportation	IL 53 & Hoff Road - Elwood	Complete - Pending Closeout	\$1,488,507	62B32
Illinois Department of Transportation	Kedzie Ave Resurface	Complete - Pending Closeout	\$390,725	62B83
Illinois Department of Transportation	Rt 6 Box Culvert - Bureau County	Complete - Pending Closeout	\$320,690	66B65
Illinois Department of Transportation	US 30/IL 56 - Big Rock and Sugar Grove	Complete - Pending Closeout	\$3,686,113	62C37
Illinois Department of Transportation	US Rte 30 Pavement Resurfacing - Matteson	Complete - Pending Closeout	\$4,903,994	60L94

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	127th St Heggs - Plainfield	Complete - Pending Closeout	\$2,673,073	61C98
Illinois Department of Transportation	191st St. & Harlem Ave. - Tinley Park	Complete - Pending Closeout	\$3,298,364	61A03
Illinois Department of Transportation	BNSF RR Crossing - Broadway - Coal City	Complete - Pending Closeout	\$318,667	87667
Illinois Department of Transportation	Bolingbrook's Clow Int'l Airport - Rahab Apron	Complete - Pending Closeout	\$522,945	BO004
Illinois Department of Transportation	Busse Highway over Prairie Creek - Des Plaines	Complete - Pending Closeout	\$198,280	62D41
Illinois Department of Transportation	CH32 - 27th Road	Complete - Pending Closeout	\$299,738	87701
Illinois Department of Transportation	Dwight Train Depot	Complete - Pending Closeout	\$103,093	87681
Illinois Department of Transportation	Eola Road - Aurora	Complete - Pending Closeout	\$10,299,930	61C06
Illinois Department of Transportation	IL 113 & Will Road - Diamond	Complete - Pending Closeout	\$1,427,413	87806
Illinois Department of Transportation	IL 25 - Kane Co. line to Waubensee Creek - Oswego	Complete - Pending Closeout	\$708,092	66838
Illinois Department of Transportation	IL 43 at 151st. St. - Orland Park	Complete - Pending Closeout	\$889,860	60X85
Illinois Department of Transportation	IL 47 - Sheriff Rd & Saratoga/ Valley Run Creek - South	Complete - Pending Closeout	\$38,427,378	68B83
Illinois Department of Transportation	IL 50 (Cicero Ave) - Homelown/Chicago/Burbank/Oak Lawn	Complete - Pending Closeout	\$3,644,487	62A08
Illinois Department of Transportation	IL 53 - Division to Center St. - Braidwood	Complete - Pending Closeout	\$3,837,229	62B36
Illinois Department of Transportation	IL 53 - Strip Mine & Coal City Rd. - Wilmington	Complete - Pending Closeout	\$4,674,380	62B33
Illinois Department of Transportation	IL 71 from Minkler/Orchard Rd to US 34 - Oswego	Complete - Pending Closeout	\$21,744,319	66420
Illinois Department of Transportation	IL 83 - Midlothian	Complete - Pending Closeout	\$1,313,310	62C45
Illinois Department of Transportation	Internationale Parkway - Woodridge	Complete - Pending Closeout	\$807,962	61E58
Illinois Department of Transportation	Lisbon Rd. over I-80 - Morris	Complete - Pending Closeout	\$3,098,655	66B27
Illinois Department of Transportation	Main Street over Walnut Bridge - Walnut	Complete - Pending Closeout	\$942,498	87680
Illinois Department of Transportation	Mission Creek Bridge Replacement - Box Culvert	Complete - Pending Closeout	\$309,278	87845
Illinois Department of Transportation	Oswego Frontage Road - IL 31	Complete - Pending Closeout	\$295,006	62C61
Illinois Department of Transportation	Rte 6 at I-55 - Channahon	Complete - Pending Closeout	\$8,900,713	80X84
Illinois Department of Transportation	Salt Creek Greenway Trail	Complete - Pending Closeout	\$3,891,452	83714
Illinois Department of Transportation	TR107A Bridge over Somonauk Creek	Complete - Pending Closeout	\$1,293,645	87832
Illinois Department of Transportation	US 30 Montgomery - Patch & Resurface	Complete - Pending Closeout	\$263,406	62F27
Illinois Department of Transportation	US 30 over Lily Creek - Plainfield	Complete - Pending Closeout	\$20,967,039	60P95
Illinois Department of Transportation	US 34 over Little Vermilion River	Complete - Pending Closeout	\$1,138,976	66853
Illinois Department of Transportation	US 45 - 131st to 143rd - Orland & Palos Park - North	Complete - Pending Closeout	\$32,920,024	60M62
Illinois Department of Transportation	US 45 - 143rd St to 159th St - Orland Park - Middle	Complete - Pending Closeout	\$26,920,962	60M61
Illinois Department of Transportation	US 45 - 159th to 179th - Orland Hills/ Park - South	Complete - Pending Closeout	\$29,686,265	60F05
Illinois Department of Transportation	US 52 & IL 53 over Hickory Creek - Joliet	Complete - Pending Closeout	\$806,869	60M98
Illinois Department of Transportation	US 52 Structure Replacement Kendall County	Complete - Pending Closeout	\$432,411	66F61
Illinois Department of Transportation	US 6 - I-55 Southbound Exit Ramps	Complete - Pending Closeout	\$3,434,303	62A00
Illinois Department of Transportation	US 6 - I-55 to Manor Lane to Frontage Rds	Complete - Pending Closeout	\$6,555,771	60130
Illinois Department of Transportation	US 6 & I-180 - Bureau	Complete - Pending Closeout	\$460,431	68C57

Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	US 67/IL 53 - Joliet	Complete - Pending Closeout	\$619,561	62C41
Illinois Department of Transportation	Washington Street Bridge - Naperville	Complete - Pending Closeout	\$2,170,283	61C38
Illinois Department of Transportation	Wolf Road over Hickory Creek - Mokena	Complete - Pending Closeout	\$181,866	62G06
Illinois Department of Transportation	108th St. to 153rd St. Bike/ Ped Path - Orland Park	Punchlist Work to do	\$156,039	61D38
Illinois Department of Transportation	I-55 & I 80 Intermittent Resurface	Punchlist Work to do	\$623,122	62G33
Illinois Department of Transportation	I-57 - Bourbonnais (Concrete)	Punchlist Work to do	\$9,500,891	66982
Illinois Department of Transportation	IL 31 - Oswego	Punchlist Work to do	\$891,866	66E52
Illinois Department of Transportation	Indiana Ave - Riverdale, Dolton, South Holland	Punchlist Work to do	\$1,284,651	62C54
Illinois Department of Transportation	Rt 52 @ Raynor Ave. Paving - Joliet	Punchlist Work to do	\$389,360	60V43
Illinois Department of Transportation	South Will Co. ADA Sidewalks	Punchlist Work to do	\$370,717	62D57
Illinois Department of Transportation	Touhy Ave over DesPlaines River - Park Ridge	Punchlist Work to do	\$1,466,510	60V27
Illinois Department of Transportation	US 30 & 119th St. - Plainfield	Punchlist Work to do	\$1,853,184	62B60
Illinois Department of Transportation	US 45 between I-80/ METRA Railroad	Punchlist Work to do	\$1,115,027	62F04
Illinois Department of Transportation	West County Line Rd over Union Ditch	Punchlist Work to do	\$1,583,386	61A77
Illinois Department of Transportation	Winfield Mounds Forest Preserve	Punchlist Work to do	\$2,024,727	61C60
Illinois Department of Transportation	Aurora - Farnsworth Ave over Indian Creek	Currently Working On	\$3,938,969	61D28
Illinois Department of Transportation	CH 3 over the Fox River - Millington	Currently Working On	\$1,521,358	87683
Illinois Department of Transportation	CH1 - I-80 to 170th St - East Hazel Crest	Currently Working On	\$2,425,620	61D42
Illinois Department of Transportation	Goodenow Rd over Plum Creek	Currently Working On	\$1,278,097	63707
Illinois Department of Transportation	I-180 over Illinois River	Currently Working On	\$556,692	66J40
Illinois Department of Transportation	I-55 - IL 116 to IL 23 - Pontiac	Currently Working On	\$8,426,239	66B64
Illinois Department of Transportation	I-55 over BNSF & Grant Creek	Currently Working On	\$1,854,497	62G46
Illinois Department of Transportation	I-55 over Gooseberry Creek	Currently Working On	\$729,600	66H25
Illinois Department of Transportation	IL 171 (First Avenue) over Salt Creek - Lyons	Currently Working On	\$449,983	60R73
Illinois Department of Transportation	IL 171 Widening - Lockport	Currently Working On	\$3,458,982	62C09
Illinois Department of Transportation	IL 178 over the Illinois River	Currently Working On	\$25,584,272	66992
Illinois Department of Transportation	IL 19 over Salt Creek - Wood Dale	Currently Working On	\$593,767	60M74
Illinois Department of Transportation	IL 28 - north of I80 - Princeton	Currently Working On	\$2,218,371	66A19
Illinois Department of Transportation	IL 47 - Sherrill Rd. to Caton Farm Rd. - North	Currently Working On	\$46,195,539	66B84
Illinois Department of Transportation	IL 47 & I-80 Ramp Patching - Grundy	Currently Working On	\$136,744	66J33
Illinois Department of Transportation	IL 60 over I-57 Bridge Rehab - Country Club Hills	Currently Working On	\$2,814,624	60T44
Illinois Department of Transportation	IL 71 - from IL 47 to IL 126	Currently Working On	\$12,531,371	66D24
Illinois Department of Transportation	IL 83 & IL 171 - Lemont	Currently Working On	\$6,665,294	60Y25
Illinois Department of Transportation	IL 89 over Brush Creek - Arlington	Currently Working On	\$1,045,173	66A21
Illinois Department of Transportation	Iroquois - Route 6 Box Culvert	Currently Working On	\$213,874	60Y25
Illinois Department of Transportation	Kean Avenue Culvert - Palos Township	Currently Working On	\$638,975	62D40



Agency	Project Name	Status	Contract Amount	Contract Number
Illinois Department of Transportation	Little Calumet River Bridge - South Holland	Currently Working On	\$2,795,606	61D83
Illinois Department of Transportation	North Street over I-57 - Bradley	Currently Working On	\$3,940,133	66885
Illinois Department of Transportation	Patching - I-80	Currently Working On	\$323,732	66J29
Illinois Department of Transportation	Route 6/IL 83 over the Little Calumet River	Currently Working On	\$5,453,097	60K78
Illinois Department of Transportation	Sidewalks various locations - South Wilmington	Currently Working On	\$284,602	87611
Illinois Department of Transportation	Taylor Ave - Walnut St to Willis St - Glen Ellyn	Currently Working On	\$2,745,521	61E40
Illinois Department of Transportation	US 12/45 over Addison Creek Culvert - Stone Park	Currently Working On	\$2,497,679	60V22
Illinois Department of Transportation	US 30 - Collins St to I-80 - Joliet	Currently Working On	\$1,753,921	60V18
Illinois Department of Transportation	US 30 at 394 - over Deer Creek Ford Heights Deck	Currently Working On	\$401,237	60M93
Illinois Department of Transportation	US 34 - Yorkville to Orchard Road - Oswego	Currently Working On	\$33,211,900	66884
Illinois Department of Transportation	US 52 - Spencer Rd to US 45 - Manhattan	Currently Working On	\$1,555,085	62B45
Illinois Department of Transportation	US 52 & River Rd. - Shorewood	Currently Working On	\$3,082,206	61D82
Illinois Department of Transportation	Various Bridge Repairs I-90/I-94 - Chicago	Currently Working On	\$1,608,950	62G16
Illinois Department of Transportation	West 167th Street & Gougar Road - Lockport	Currently Working On	\$1,576,688	61E47
Illinois Department of Transportation	Wolf Road over Weller's Ditch - Des Plaines	Currently Working On	\$520,542	60W53
Illinois Department of Transportation	Black Road Pedestrian Bridge	Pending Start	\$2,353,988	61E07
Illinois Department of Transportation	Braceville Rd over Mazon River	Pending Start	\$984,309	87642
Illinois Department of Transportation	I-180 over IL 26	Pending Start	\$635,864	60H27
Illinois Department of Transportation	I-80 Reconstruct at US 30 Interchange - New Lenox	Pending Start	\$47,130,620	60N87
Illinois Department of Transportation	IL 22/ Flint Creek Tributary - Lake County	Pending Start	\$360,217	62B84
Illinois Department of Transportation	Lewis Airport - Rehab Parking Lot	Pending Start	\$320,001	LE052
Illinois Department of Transportation	Shared Use Path - Montgomery Rd. - Aurora	Pending Start	\$588,452	61E88
Illinois Department of Transportation	Union Ditch Bike/ Ped Path - Frankfort	Pending Start	\$752,414	61D22
Illinois Department of Transportation	167th Street Bridge over I-57	Waiting on Contract	\$3,986,073	60T43
Illinois Department of Transportation	Culvert Replacement - Calumet	Waiting on Contract	\$396,586	62A28
Illinois Department of Transportation	Rehabilitate Taxiway B, Phase 2 - Lewis Airport	Waiting on Contract	\$1,740,980	LE051

## Vendor Registration: View

Help & Tools 

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

"D" CONSTRUCTION, INC

System Vendor Number: 20216399

1 flag has been added to this record. See below for details.

Show only flagged items.

### Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/10/2018
STATUS	Accepted
REVIEWER	<u>Stephanie Hill</u>
DATE REVIEWED	8/14/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	8/14/2019
FLAG FORM	<a href="#">Add Flag</a>

### Settings

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

### Entity Information

BUSINESS NAME	"D" CONSTRUCTION, INC.
CONTACT FOR THIS SUBMISSION	<u>Lori Plerard (change contact)</u>
PRIMARY CONTACT EMAIL	<u>l.plerard@dconstruction.net</u>
PHONE	815-634-2555
FAX	
COMPANY EMAIL	<u>g.lang@dconstruction.com</u>
TAX ID NUMBER	<span style="background-color: black; color: black;">XXXXXXXXXX</span>
COMPANY TYPE	Corporation
ADDRESS	1488 SOUTH BROADWAY COAL CITY, IL 60416 <a href="#">[edit address]</a>

## Vendor Registration: View Form

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

"D" CONSTRUCTION, INC.

System Vendor Number: 20216399

[Return to Main Form](#)

## Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B. In order to submit this form.
DATE SUBMITTED	8/10/2018
STATUS	Accepted
BUSINESS NAME	"D" CONSTRUCTION, INC.
POINT OF CONTACT	<u>Lori Plerard</u>
FLAG FORM	<u>Add Flag</u>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor- All Forms A-I must be completed.	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	Kenneth Sandeno	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	175,000,000.00	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	03/26/1982	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in <u>one or more</u> counties. Grundy, Will, Kendall, Kane, Cook, Kankakee, Bureau, DuPage, Livingston	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Tamara Hansen	<input type="checkbox"/>
CONTACT PERSON TITLE	Secretary	
CONTACT PERSON PHONE	8156342555	
CONTACT PERSON EMAIL	t.hansen@dconstruction.net	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	<input type="checkbox"/>
	State Agency	

### Vendor Registration: View Form

Help & Tools 

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

"D" CONSTRUCTION, INC.

System Vendor Number: 20216399

[Return to Main Form](#)

#### Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/10/2018
STATUS	Accepted
BUSINESS NAME	"D" CONSTRUCTION, INC.
POINT OF CONTACT	<a href="#">Lori Pierard</a>
FLAG FORM	<a href="#">Add Flag</a>

#### 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)

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### Vendor Registration: View Form

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

"D" CONSTRUCTION, INC

System Vendor Number: 20216399

[Return to Main Form](#)

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Vendor Registration	
<b>FORM NAME</b>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
<b>DESCRIPTION</b>	Complete section D and E, in order to submit this form.
<b>DATE SUBMITTED</b>	8/10/2018
<b>STATUS</b>	Accepted
<b>BUSINESS NAME</b>	"D" CONSTRUCTION, INC.
<b>POINT OF CONTACT</b>	<a href="#">Lori Plerard</a>
<b>FLAG FORM</b>	<a href="#">Add Flag</a>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	435 <span style="float: right;">12</span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <span style="float: right;">12</span> 97726-00 05/01/2019

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 <span style="float: right;">12</span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>
<a href="#">Refresh List</a> after attaching file(s).	

## Vendor Registration: View Form

Help & Tools 

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

"D" CONSTRUCTION, INC.

System Vendor Number: 20216399

[Return to Main Form](#)

## Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/10/2018
STATUS	Accepted
BUSINESS NAME	"D" CONSTRUCTION, INC.
POINT OF CONTACT	<u>Lori Plerard</u>
FLAG FORM	<u>Add Flag</u>

## 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



19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A



### G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

10926

### Additional Information

STAFF ATTACHED FILE(S)

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[Help & Tools](#) 

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

"D" CONSTRUCTION, INC.

System Vendor Number: 20216399

[Return to Main Form](#)

## Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/10/2018
STATUS	Accepted
BUSINESS NAME	"D" CONSTRUCTION, INC.
POINT OF CONTACT	<a href="#">Lori Pierard</a>
FLAG FORM	<a href="#">Add Flag</a>

## H. Iran Disclosure

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

No business operations to disclose.

## Additional Information

STAFF ATTACHED FILE(S)

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

"D" CONSTRUCTION, INC.

System Vendor Number: 20216399

Return to Main Form

**Vendor Registration**

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/10/2018
STATUS	Accepted
BUSINESS NAME	"D" CONSTRUCTION, INC.
POINT OF CONTACT	<u>Lori Pierard</u>
FLAG FORM	<u>Add Flag</u>

**I. Financial Disclosures & Conflicts of Interest**

**A. IDENTIFY THE APPLICABLE ENTITY TYPE.**

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

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

No

**C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST**

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

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

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

Document	Status
List of Individuals or entities meeting one or more of the listed thresholds. <u>100 percentage of ownership and distributive income form(1).docx</u> (DOCX, 127.91 KB)	Attached by Lori Pierard on 8/10/2018

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

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

Vendor Name: D. Construction, Inc.

DBA: D. Construction, Inc.

**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
Kenneth Sandeno		33 1/3	Click here to enter text.	Click here to enter text.	Click here to enter text.
Todd Sandeno		33 1/3	Click here to enter text.	Click here to enter text.	Click here to enter text.
Tamara Hansen		33 1/3	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.



**Illinois Department  
of Transportation**

# Certificate of Eligibility

D Construction, Inc.  
1488 South Broadway Street Coal City, IL 60416

Contractor No 1320

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	\$37,250,000
002	PCC PAVING	\$27,450,000
003	HMA PLANT MIX	Unlimited
006	CLEAN & SEAL CRACKS/JOINTS	\$825,000
012	DRAINAGE	\$24,475,000
014	ELECTRICAL	\$8,425,000
017	CONCRETE CONSTRUCTION	\$27,825,000
018	LANDSCAPING	\$1,150,000
024	GROUTING	\$1,075,000
032	COLD MILL, PLAN. & ROTOMILL	\$4,160,000
034	DEMOLITION	\$2,976,000
08A	AGGREGATE BASES & SURF. (A)	\$25,325,000
09C	HWY., R.R. & WATERWAY STR.	\$41,650,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 1/10/2018 TO 2/28/2019 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 1/11/2018.



Engineer of Construction

## **PART III: CONTRACT REQUIREMENTS**

**Contract Bond Agreement**

**Performance Bond**

**Payment Bond**

**Insurance**



# AGREEMENT

CONTRACT NO: I-18-4433

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 21st, March 2019 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and D Construction, Inc.,

- \* a corporation organized and existing under the laws of the State of Illinois and authorized to do business in Illinois. (Attach Secretary of State certification)
  - ~~\* a partnership consisting of~~
  - ~~\* an individual doing business as~~
  - ~~\* a joint venture consisting of no more than three (3) members.~~
- (\* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Coal City, 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 Sealed 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.

# AGREEMENT

CONTRACT NO: I-18-4433

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of \_\_\_\_\_, \_\_\_\_\_, 2018 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and \_\_\_\_\_

- \* a corporation organized and existing under the laws of the State of \_\_\_\_\_ 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 \_\_\_\_\_, in the State of \_\_\_\_\_ (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.

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7. The IDOT Supplemental Specifications and Recurring Special Provisions
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11. The Advertisement for Sealed 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-18-4433**

**CONTRACT BOND AGREEMENT**

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

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

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

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

**DEFINITIONS**

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

**TIME OF PERFORMANCE**

The duration of this contract shall commence with the Executive Director's signature and shall continue until November 15, 2019, 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 November 15, 2021.

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-18-4433**

**LIABILITY OF JOINT VENTURE**

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

**PERFORMANCE OF THE WORK**

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

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

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

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

**CONSIDERATION**

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

**ASSIGNMENT**

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

**CONTRACT NO: I-18-4433**

**COVENANT AGAINST CONTINGENT FEES**

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

**TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS**

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

**COMPTROLLER REQUIREMENTS FOR CONTRACTS**

Contractor and any and all subcontractors under this contract agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of five (5) years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, 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-18-4433  
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 D Construction, Inc. at:

1488 S. Broadway

Coal City, IL 60416

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

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

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

Agreed By:

[Redacted Signature]

President

Date

1/16/19

Kenneth Sandeno

Printed Name as Signed Above

ATTEST:

[Redacted Signature]

(Seal)

Secretary

Tamara L Hansen

Printed Name as Signed Above

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

APPROVED:

[Redacted Signature]

Robert J. Schillerstrom, Chairman/Elizabeth Gorman, Executive Director

Date

5/6/19

APPROVED:

[Redacted Signature]

Michael Eolsch, Chief Financial Officer

Date

4/30/19

APPROVED:

[Redacted Signature]

Robert Lane, Acting General Counsel

Date

4/26/19

Approved as to Form and Constitutionality

[Redacted Signature]

Attorney General, State of Illinois

Date

4/25/19

**CORPORATION SIGNATURE FORM**

At a meeting on January 10, 2019, the Board of Directors  
of D. Construction, Inc adopted the following Resolution:  
(Name of Corporation)

“BE IT RESOLVED that Kenneth Sandeno  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

D. Construction, Inc  
(Name of Corporation)

to execute the contract and any and all contract modifications or  
documentation in connection with The Illinois State Toll Highway  
Authority’s Contract No. I-18-4433.”

I, Tamara L Hansen, 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)

1/10/19  
Date

  
Secretary

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>D, Construction, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1488 So. Broadway</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Coal City, IL 60416</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or										

Employer identification number	

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date ▶ <b>1/10/19</b>
------------------	--------------------------	-----------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

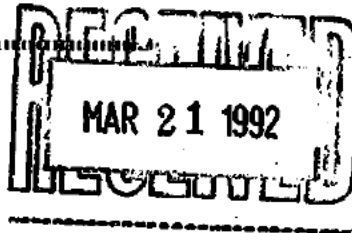




Department of the Treasury  
Internal Revenue Service  
KANSAS CITY, MO 64999

Date of this notice: MAR. 16, 1992  
Taxpayer Identifying Number  
Form: Tax Period:

**FILE**



D CONSTRUCTION INC  
1488 S BROADWAY  
COAL CITY IL 60416

For assistance you may call us at:

435-1040 LOCAL CHICAGO  
1-800-829-1040 OTHER IL

Or you may write to us at the address shown at the left. If you write, be sure to attach the bottom part of this notice.

**NOTICE OF ACCEPTANCE AS AN S-CORPORATION**

YOUR ELECTION TO BE TREATED AS AN S-CORPORATION WITH AN ACCOUNTING PERIOD OF DECEMBER IS ACCEPTED. THE ELECTION IS EFFECTIVE BEGINNING MAR. 1, 1992, SUBJECT TO VERIFICATION IF WE EXAMINE YOUR RETURN.

IF YOUR EFFECTIVE DATE IS NOT AS REQUESTED, IT WILL HAVE BEEN CHANGED FOR ONE OF TWO REASONS. EITHER YOUR ELECTION WAS MADE AFTER THE 15TH DAY OF THE THIRD MONTH OF THE TAX YEAR TO WHICH IT APPLIES, BUT BEFORE THE END OF THAT TAX YEAR, OR THE ELECTION WHEN SUBMITTED WAS INCOMPLETE, AND REQUESTED INFORMATION WAS RECEIVED AFTER THE FILING PERIOD. IN EITHER CASE, YOUR ELECTION IS INVALID FOR THE TAX YEAR REQUESTED AND HAS THEREFORE, BEEN TREATED AS THOUGH IT WERE MADE FOR THE NEXT TAX YEAR.

PLEASE KEEP THIS NOTICE IN YOUR PERMANENT RECORDS AS VERIFICATION OF YOUR ACCEPTANCE AS AN S-CORPORATION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE ACTIONS WE HAVE TAKEN, PLEASE WRITE TO US AT THE ADDRESS SHOWN ABOVE. IF YOU PREFER, YOU MAY CALL US AT THE IRS TELEPHONE NUMBER LISTED IN YOUR LOCAL DIRECTORY. AN EMPLOYEE THERE MAY BE ABLE TO HELP YOU, HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.

IF YOU WRITE TO US, PLEASE PROVIDE YOUR TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL SO WE CAN CONTACT YOU TO RESOLVE YOUR INQUIRY. PLEASE RETURN THE BOTTOM PART OF THIS NOTICE TO HELP US IDENTIFY YOUR CASE.

THANK YOU FOR YOUR COOPERATION.

To make sure that this employee gives our representatives the best possible service, please return this part of the notice by telephone calls.

Keep this part for your records

Overlay 5 Form 8450 (Rev. 11)

Return this part to us with your check or inquiry

Your telephone number  
( ) -

Best time to call

363170008 RA 00 0000



INTERNAL REVENUE SERVICE  
KANSAS CITY, MO 64999

D CONSTRUCTION INC  
1488 S BROADWAY  
COAL CITY IL 60416

61



Illinois State Toll Highway Authority  
State Exemption Number

The undersigned certifies that they are purchasing goods for use by, or to be included in projects of the Illinois State Toll Highway Authority. The Illinois State Toll Highway Authority is exempt from sales and use taxes in the state of Illinois for the following reason:

X  Government Entity

The tax exemption number issued 1/1/15 by the Illinois Department of Revenue is:

**Tax Exempt #**



Business Name  D Construction, Inc.

Address  1488 S. Broadway

City  Coal City  State  IL  Zip  60416

Contract Number  I-18-4433

Estimated Contract Start Date  02/15/19

Estimated Contract End Date  11/15/19

Other: \_\_\_\_\_  
\_\_\_\_\_

*This form is intended for use by the prime contractor on the above referenced contract number.*

*The prime contractor may provide a copy of this form to associated subcontractors and suppliers.*

Note: Keep copy with vendor file

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4433

PERFORMANCE BOND

Bond No. 268012071

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

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Liberty Mutual Insurance Company  
*(Name of Surety)*

a corporation organized and existing under the laws of the State of Massachusetts 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 Eighteen Million Seven Hundred Fifty-Three Thousand One Hundred Forty-Six Dollars and Twelve Cents (\$18,753,146.12), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract I-18-4433 / I-57 Median North of I-294, Ramp L / Tollroad# I-57

*(Insert Contract Number and Description)*

Specifics Route / Mileposts - I-57 M.P. 350.0-351.5 and Ramp L.M.P. 8.0-349.5

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 8th day of January, 2019.

Surety Liberty Mutual Insurance Company

Address 175 Berkeley Street

Boston, MA 02116

By [Redacted]  
(Seal) Attorney in Fact

Kevin J. Scanlon

Agent for  
Surety HUB International

Address 1411 Opus Place, Suite 450

Downers Grove, IL 60515

Principal D. Construction, Inc.

Address 1488 South Broadway

Coal City, IL 60416

By [Redacted]  
(Signature) (Seal)

Kenneth Sandeno - President

(Name & Title)

Attest [Redacted]  
Corporate Secretary Tamara L. Hansen

---

(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)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8248 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kevin J. Scanlon of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.  
Obligee Name: The Illinois State Toll Highway Authority  
Surety Bond Number: 268012071 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6<sup>th</sup> day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By:

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 6<sup>th</sup> day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XII - Execution of Contracts - SECTION 6. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8<sup>th</sup> day of January, 2019



By:

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. I-18-4433**

**PAYMENT BOND**

**Bond No. 268012071**

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

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

**("X" ONE AND COMPLETE REMAINING INFORMATION)**

as Principal, and Liberty Mutual Insurance Company  
*(Name of Surety)*

a corporation organized and existing under the laws of the State of Massachusetts 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 EIGHTEEN MILLION SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED FORTY-SIX DOLLARS AND TWELVE CENTS (\$18,753,146.12), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract I-18-4433 / I-57 Median North of I-294, Ramp L / Tollroad# I-57

*(Insert Contract Number and Description)*

Specifics Route / Mileposts - I-57 M.P. 350.0-351.5 and Ramp L.M.P. 8.0-349.5

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 8th day of January, 2019.

Surety Liberty Mutual Insurance Company

Address 175 Berkeley Street

Boston, MA 02116

By [Redacted]  
(Seal) Attorney in Fact

Kevin J. Scanlon

Agent for  
Surety HUB International

Address 1411 Opus Place, Suite 450

Downers Grove, IL 60515

Principal D. Construction, Inc.

Address 1488 South Broadway

Coal City, IL 60416

By [Redacted]  
(Signature) (Seal)

Kenneth Sandeno, President

(Name & Title)

Attest [Redacted]  
Corporate Secretary Tamara L. Hansen

**(Attach Surety's Power of Attorney)**

**(Attach Notary Certificate  
authenticating Signature of Attorney-In-Fact)**

**(Attach Notary Certificate  
authenticating Signature of Representative of Principal  
if not attested by Corporate Secretary)**



State of Illinois )  
  ) ss.  
County of DuPage )

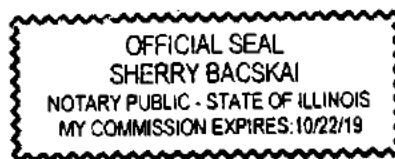
On 1/08/2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kevin J. Scanlon known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 10/22/2019

[Redacted Signature]

Sherry Bacskai, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8246 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kevin J. Scanlon of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.  
Obligee Name: The Illinois State Toll Highway Authority  
Surety Bond Number: 268012071 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8<sup>th</sup> day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 8<sup>th</sup> day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Terese Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 26, 2021  
Member, Pennsylvania Association of Notaries

By: Terese Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 6. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8<sup>th</sup> day of January, 2019



By: Renee C. Llewellyn, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/18/2019

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).

<b>PRODUCER</b> Hub International Midwest 1411 Opus Place, Suite 450 Downers Grove IL 60515		<b>CONTACT NAME:</b> Jo-Ann E. Billo, CISR, CRIS <b>PHONE (A/C, No, Ext):</b> 815-215-4712 <b>FAX (A/C, No):</b> 877-224-9708 <b>E-MAIL ADDRESS:</b> JoAnn.Billo@HUBinternational.com	
<b>INSURED</b> D Construction, inc. 1488 S. Broadway Coal City IL 60416		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
DCONSTR-02		<b>INSURER A:</b> Allied World National Assurance Company      10690	
		<b>INSURER B:</b> Hartford Fire Insurance Company      19682	
		<b>INSURER C:</b> Axis Insurance Company      37273	
		<b>INSURER D:</b> Hartford Ins Co of the Midwest      37478	
		<b>INSURER E:</b> Navigators Insurance Company      42307	
		<b>INSURER F:</b> Great American Insurance Company      16691	

**COVERAGES**      **CERTIFICATE NUMBER: 1410299489**      **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 INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Ind GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	0310-8436	4/5/2018	4/5/2019	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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83UENQU2801	4/5/2018	4/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			MAU78658601	4/5/2018	4/5/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WNQU2800	4/5/2018	4/5/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			HQ18EXC7511591V	4/5/2018	4/5/2019	5,000,000 Occ
F	Excess Liability			TUE1856737	4/5/2018	4/5/2019	15,000,000 Occ 5,000,000 Agg 15,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Pollution Liability: Tokio Marine - PPK147890; Eff 4/5/2016 - 4/5/2019; Limit: \$5MM/\$5MM Occ/Aggr; Ded: \$7,500

Re: ISTHA Contract# I-18-4433; I-57 Median North of I-294, Ramp L  
The following are included as Additional Insureds on the General Liability, Auto Liability and Pollution Liability on a Primary and Non-Contributory basis if required by written contract as respects operations performed by the Named Insured in connection with the above-noted project:

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

See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

Illinois State Toll Highway Authority  
Attn: 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



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Hub International Midwest		NAMED INSURED D Construction, Inc. 1488 S. Broadway Coal City IL 60416	
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**

Per CG2038 04-13 - The Illinois Department of Transportation (IDOT), its agents and employees, Village of Posen, Village of Dixmoor, Village of Harvey and all of their respective agents and employees,

Per CG2032 07-04 - The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager

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

Umbrella follows form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**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**

<p><b>Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:</b></p> <p>Any Engineers, Architects or Surveyors Not Engaged by the insured whom you have agreed to include as an additional insured under a written contract or agreement provided that such was executed prior to an occurrence.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

The Illinois State Toll Highway Authority together with its officials, directors and employees.

Any person or organization you have agreed to include as an additional insured under a written contract or written agreement provided that such was executed prior to an occurrence.

(Effective: January 8, 2019)

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

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

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

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b> The Illinois State Toll Highway Authority together with its officials, directors and employees.</p> <p>Any person or organization you have agreed to include as an additional insured under a written contract or written agreement provided that such was executed prior to an occurrence.</p> <p><b>Location And Description of Completed Operations:</b></p>
<p><b>Additional Premium:</b> Included</p> <p>(Effective: January 8, 2019)</p>

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

If, prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for injury or damage as required under an "insured contract", we will also waive any rights we may have against such person or organization

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

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

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

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

##### **B. Employees as Insureds**

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

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

##### **C. Lessors as Insureds**

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

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

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

##### **D. Additional Insured if Required by Contract**

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

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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

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

**(2) How Limits Apply**

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

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

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

**(3) Additional Insureds Other Insurance**

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

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

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

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

**E. Primary and Non-Contributory if Required by Contract**

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

**(3) Primary Insurance When Required By Contract**

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

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

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

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

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

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

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

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

**2. AUTOS RENTED BY EMPLOYEES**

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

The OTHER INSURANCE Condition is amended by adding the following:

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

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

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

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

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

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

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

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

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

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

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

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

**6. LOAN/LEASE GAP COVERAGE**

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

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

**7. AIRBAG COVERAGE**

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

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

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

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

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

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

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

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

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

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

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

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

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

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

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

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

#### **11. TWO OR MORE DEDUCTIBLES**

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

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

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

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

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

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

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

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

#### **14. HIRED AUTO - COVERAGE TERRITORY**

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

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

#### **15. WAIVER OF SUBROGATION**

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

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

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

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

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

#### **17. EXTENDED CANCELLATION CONDITION**

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

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

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

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

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

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

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED SCHEDULE  
DESIGNATED COVERAGES**

This endorsement modifies and is subject to the insurance provided under the following:

**CONTRACTOR ENVIRONMENTAL COVERAGE**

**SCHEDULE**

**Additional Insured:**

BP Products North America, Inc.  
50 Westlake Park Boulevard  
Houston, TX 77079

Any entity where required by written contract prior to claim or loss

It is hereby agreed that the individuals, entities or organizations shown in the endorsement SCHEDULE above are additional insureds, but solely with respect to liability arising out of the following checked operations, for any claims or remediation expense reported by an insured:

- The performance by or on behalf of the named insured of your contracting operations, completed operations or transportation.
- The recycling, treatment, storage or disposal of waste or materials, by or on behalf of the named insured, at a non-owned location generated by your contracting operations or at your insured location.
- Their ownership, use, operation, or financing of your insured location.

The additional insured is not provided any coverage under this policy for any portion of its own negligence or legal liability.

All other policy terms and conditions remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number: 83WNQU2800**

**Endorsement Number:**

**Effective Date: April 5, 2018** Effective hour is the same as stated on the Information Page of the policy. **Named Insured and Address:**

**D. Construction, Inc.  
1488 S. Broadway  
Coal City, IL 60416**

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

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

**SCHEDULE**

**As Required per Written Contract**

Countersigned by \_\_\_\_\_

Authorized Representative



MKUZMINSKI

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
1/18/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Hub International Midwest, Ltd. Columbian Agency 55 East Jackson Boulevard, Floor 14A Chicago, IL 60604		<b>PHONE (A/C, No, Ext):</b> (815) 485-4100		<b>COMPANY</b> Travelers Property Casualty Company of America	
<b>FAX (A/C, No):</b> (815) 485-2936		<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b> AGENCY CUSTOMER ID #: DCONSTR-02		<b>SUB CODE:</b>			
<b>INSURED</b> D Construction, Inc. 1488 S. Broadway Coal City, IL 60416		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> QT6603K988443	
		<b>EFFECTIVE DATE</b> 2/15/2019		<b>EXPIRATION DATE</b> 2/15/2020	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

### PROPERTY INFORMATION

**LOCATION/DESCRIPTION**  
I-57 north of I 294 -Milepost 350.0 to Milepost 351.5


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
Builders Risks/Special/Replacement Cost					\$18,754,000	5,000

**REMARKS (Including Special Conditions)**  
 Special Conditions:  
 Extended Named Insured: Named Insured Includes The Illinois State Toll Highway Authority, D. Construction Inc. and any & all Subcontractors of every tier

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

<b>NAME AND ADDRESS</b>  The Illinois State Toll Highway Authority Attention: Risk Management 2700 Ogden Avenue Downers Grove, IL 60615	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b> 			



HUB International Limited

1411 Opus Place, Suite 450  
Downers Grove, IL 60515  
P: (815) 215-4712  
www.hubinternational.com

January 18, 2019

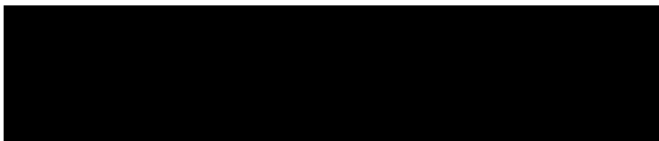
Mr. Mark Thomas  
The Illinois State Toll Highway Authority  
Risk Management Division  
2700 Ogden Avenue  
Downers Grove IL 60515

RE: D. Construction Inc.  
Contract # RR-18-4433 – Illinois State Toll Highway Authority  
I-57 Median North of I-294, Ramp L  
I-57 M.P. 350.0-351.5 and Ramp L M.P. 8.0-349.5

Dear Mr. Thomas:

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

Sincerely,



R. Lee McWethy  
Executive Vice President

RLM/jeb