

RESOLUTION NO. 21939

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4490 for Flagg Creek Water Reclamation District Sanitary Relocations on the Tri-State (I-294) between Mile Post 24 (I-55 ramp) to Mile Post 25.5 (55th Street) and between Mile Post 26.5 (47th Street) to Mile Post 27.3 (Ogden Avenue). The lowest responsive and responsible bidder on Contract No. I-19-4490 is Martam Construction, Inc. in the amount of \$18,655,298.80.

Resolution

Contract No. I-19-4490 is awarded to Martam Construction, Inc. in the amount of \$18,655,298.80, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Approved by: _____



Chairman

RETURN WITH BID

ORIGINAL

CONTRACT I-19-4490

**IMPORTANT
BID ADDENDUM
ENCLOSED**

**FLAGG CREEK WATER RECLAMATION
DISTRICT (FCWRD)
SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS TO 55TH STREET AND
47TH STREET TO OGDEN AVENUE**

**MILE POST 24.0 TO MILE POST 25.5 AND
MILE POST 26.5 TO MILE POST 27.3**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

CN-tollway-EC-4490 Contract Requirements Book Vol 1 - 01067070

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4490
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 12/5/2019

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, December 10, 2019

NOTICE OF REVISION TO CONTRACT

NOTES:

1. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Bid by the Bidder. The Bidder's attention is called to pages P-6RR, P-11R, and P-15RR which have been revised and included as part of the Schedule of Prices.
2. The following revised Special Provision pages are included in the Contract with this Addendum: viiRR, J-5R, J-75ER, 103RR, and 105RR.
3. The following new Special Provision pages are included in the Contract with this Addendum: J-289A through J-289B and J-333C through J-333E.
4. The following revised Contract Drawings are included in this Addendum:
Volume 1 – Drawings 40, 42, 78 through 80, 85, and 88
Volume 2 – Drawings 292, 295, 300, 301, 316, and 322
5. Revised Contract Drawings 7 through 10 will be issued to the successful Bidder. The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.
6. The following revised Contract Drawings will be issued to the successful Bidder.
Volume 1 – Drawings 191 and 193
7. Revised minutes from the Optional Pre-Bid Meeting held on November 21, 2019 are included in this Addendum.
8. Responses to Request for Information received from the Plan Holders are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

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
	50200400	ROCK EXCAVATION FOR STRUCTURES	CU YD	3,818	+9	3,827
*	JI503020	HIGH PERFORMANCE CONCRETE MOMENT SLAB STRUCTURES	CU YD	1,158.8	+69.4	1,228.2
*	JT301010	GRANULAR SUBBASE, SPECIAL	CU YD	0	+840	840
*	JT601900	TRENCH DRAIN	FOOT	0	+675	675

* Denotes Special Provision

Change #1 Contract Requirements, Volume I, pages P-6R, P-11, and P-15R replaced with pages P-6RR, P-11R, and P-15RR (attached). All P-Pages have been included for reference. This replacement contains the following revisions:

- 1.1. Revised quantities as noted in the SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES table above.
- 1.2. Added the pay item GRANULAR SUBBASE, SPECIAL (JT301010).
- 1.3. Added the pay item TRENCH DRAIN (JT601900).

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #2 Contract Requirements, Volume II, replace page viiR with page viiRR. This replacement contains the following revisions (attached):

- 2.1. Updates Special Provisions table of contents.

Change #3 Contract Requirements, Volume II, replace page J-5 with page J-5R. This replacement contains the following revisions (attached):

- 3.1. Adds Illinois Tollway Standard Drawing B12-07 TRENCH DRAIN DETAIL.

Change #4 Contract Requirements, Volume II, replace page J-75E with page J-75ER. This replacement contains the following revisions (attached):

- 4.1. Revised Method of Measurement for soil volume to be converted to tons using a dry unit weight of 115.00 lbs. / cu. ft.

Change #5 Contract Requirements, Volume II, replace page J-103R with page J-103RR. This replacement contains the following revisions (attached):

- 5.1. Updates the **SANITARY SEWERS** special provision to revise the testing requirements.

Change #6 Contract Requirements, Volume II, replace page J-105R with page J-105RR. This replacement contains the following revisions (attached):

- 6.1. Updates the **SANITARY SEWERS JACKED IN PLACE** special provision to revise the testing requirements.

Change #7 Contract Requirements, Volume II, add the following Special Provision J-289A through J-289B. These new pages contain the following information (attached):

7.1. **GRANULAR SUBBASE, SPECIAL (Illinois Tollway)**

Change #8 Contract Requirements, Volume II, add the following Special Provision J-333C through J-333E. These new pages contain the following information (attached):

8.1. **TRENCH DRAIN (Illinois Tollway)**

CHANGES TO THE CONTRACT DRAWINGS

Change #9 Contract Plans, Volume 1, Drawings 7 through 10. Summary of Quantities. These drawings contain the following changes (issued to the successful Bidder):

9.1. These drawings have been revised to reflect the changes summarized in Change #1.

Change #10 Contract Plans, Volume 1, Drawing 40. Proposed Typical Sections. This revised drawing contains the following revisions (attached):

10.1. Added temporary soil retention system details to typical section.

Change #11 Contract Plans, Volume 1, Drawing 42. Proposed Typical Sections and HMA Mix Design Table. This revised drawing contains the following revisions (attached):

11.1. Revised Warm Mix Asphalt Shoulders (6 IN.) typical lift thicknesses for both lifts.

11.2. Revised Temporary Pavement, Class 3 typical lift thickness for bottom lift.

11.3. Revised Temporary Pavement, Class 3 mix type for top lift.

11.4. Revised Temporary Pavement Note #2 to remove the word "undoweled" when specifying the portland cement concrete that the Contractor has the option to place in lieu of warm mix asphalt.

Change #12 Contract Plans, Volume 1, Drawings 78 through 80 and 85. Removal Plans. These revised drawings contain the following revisions (attached):

12.1. Identified location of parcels TW-5-16-018, TW-5-16-103, and TW-5-16-142 which are listed in S.P. 118 as parcels not anticipated to be acquired prior to the Notice to Proceed.

Change #13 Contract Plans, Volume 1, Drawing 88. Sanitary Sewer Removal Plans. This revised drawing contains the following revisions (attached):

13.1. Added linestyle for temporary soil retention system to the plan sheet.

Change #14 Contract Plans, Volume 1, Drawing 191. Temporary Drainage Plans. This drawing contains the following revisions (issued to the successful bidder):

14.1. Added callouts and details for proposed TRENCH DRAIN between northbound I-294 and exit to Hinsdale Oasis.

Change #15 Contract Plans, Volume 1, Drawing 193. Temporary Drainage Schedules. This drawing contains the following revisions (issued to the successful bidder):

15.1. Added TRENCH DRAIN to the schedules.

Change #16 Contract Plans, Volume 2, Drawing 292. I-294 Over Water Crossing #17 General Notes. This drawing contains the following revisions (attached):

16.1. Added general note to clarify the form liner and concrete staining to be included in the cost of CONCRETE BOX CULVERTS.

Change #17 Contract Plans, Volume 2, Drawing 295. I-294 Over Water Crossing #17 Culvert Extension Section & Details. This drawing contains the following revisions (attached):

17.1. Added form liner callout.

Change #18 Contract Plans, Volume 2, Drawing 300. Retaining Wall TS24.15,SB(R) General Plan and Elevation. This drawing contains the following revisions (attached):

18.1. Added GRANULAR SUBBASE, SPECIAL beneath moment slab.

Change #19 Contract Plans, Volume 2, Drawing 301. Retaining Wall TS24.15,SB(R) General Notes and Details. This drawing contains the following revisions (attached):

19.1. Added GRANULAR SUBBASE, SPECIAL beneath moment slab.

19.2. Added GRANULAR SUBBASE, SPECIAL to Bill of Materials

19.3. Revised quantity for HIGH PERFORMANCE CONCRETE MOMENT SLAB STRUCTURES in Bill of Materials.

Change #20 Contract Plans, Volume 2, Drawing 316. Retaining Wall TS24.15,SB(R) Moment Slab Details. This drawing contains the following revisions (attached):

20.1. Deleted callouts for shoulder rumble strips on Section A-A and Section B-B

20.2. Revised thickness of moment slab to have variable depth to accommodate future milling and overlay.

Change #21 Contract Plans, Volume 2, Drawing 322. Junction Chamber No. 2 Reinforcement Details. This drawing contains the following revisions (attached):

21.1. Added ROCK EXCAVATION FOR STRUCTURES to Bill of Materials.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.6) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	4,106		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	1,553		
	20101200	TREE ROOT PRUNING	EACH	58		
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	15		
	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	7		
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	308		
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	923		
*	20200100	EARTH EXCAVATION	CU YD	7,010		
*	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	115		
*	20400800	FURNISHED EXCAVATION	CU YD	9,540		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	250		
	20800150	TRENCH BACKFILL	CU YD	21,125		
	25100127	MULCH, METHOD 3A	ACRE	10.00		
D1	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	18		
	35102100	AGGREGATE BASE COURSE, TYPE B 9"	SQ YD	504		
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	1,175		
	40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	3		
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	85		
	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	2		
	40700100	BITUMINOUS MATERIALS (TACK COAT)	POUND	116		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	44000100	PAVEMENT REMOVAL	SQ YD	366		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	36		
	44004000	PAVED DITCH REMOVAL	FOOT	376		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	1,055		
	50102400	CONCRETE REMOVAL	CU YD	18		
	50200100	STRUCTURE EXCAVATION	CU YD	725		
	50200400	ROCK EXCAVATION FOR STRUCTURES	CU YD	3,827		
*	50300225	CONCRETE STRUCTURES	CU YD	183.1		
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	325.5		
	50300300	PROTECTIVE COAT	SQ YD	3,287		
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	376.320		
	52100510	ANCHOR BOLTS, 3/4"	EACH	8		
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	5,472		
	54003000	CONCRETE BOX CULVERTS	CU YD	105.2		
	542JA024	PIPE CULVERTS, CLASS A, 24" (JACKED)	FOOT	114		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	324		
*	55100700	STORM SEWER REMOVAL 15"	FOOT	32		
*	55100900	STORM SEWER REMOVAL 18"	FOOT	108		
*	55101100	STORM SEWER REMOVAL 21"	FOOT	16		
*	55101200	STORM SEWER REMOVAL 24"	FOOT	248		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	55101300	STORM SEWER REMOVAL 27"	FOOT	268		
*	55101800	STORM SEWER REMOVAL 42"	FOOT	64		
*	55101900	STORM SEWER REMOVAL 48"	FOOT	33		
	58700300	CONCRETE SEALER	SQ FT	18,024		
	60223700	MANHOLE, TYPE A, 6' DIA. TYPE 1 FRAME, OPEN LID	EACH	2		
	60236200	INLETS, TYPE A, TYPE B GRATE	EACH	1		
	60255500	MANHOLES TO BE ADJUSTED	EACH	3		
	60500040	REMOVING MANHOLES	EACH	2		
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	36		
	63200310	GUARDRAIL REMOVAL	FOOT	125		
*	66900400	SPECIAL WASTE GROUNDWATER DISPOSAL	GALLON	500		
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	10		
*	66900535	PRIORITY POLLUTANTS GROUNDWATER ANALYSIS	EACH	6		
*	66901000	BACKFILL PLUGS	CU YD	50		
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DAY	180		
BDE	70300900	PAVEMENT MARKING TAPE, TYPE IV - LETTERS AND SYMBOLS	SQ FT	36		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	13,930		
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3	EACH	9		
	70600370	IMPACT ATTENUATORS, RELOCATE (SEVERE USE, NARROW), TEST LEVEL 3	EACH	3		
	72400320	REMOVE SIGN PANEL-TYPE 2	SQ FT	20		
	72400330	REMOVE SIGN PANEL-TYPE 3	SQ FT	140		
	72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	2		
	72700100	STRUCTURAL STEEL SIGN SUPPORT-BREAKAWAY	POUND	600		
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	32		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	73400100	CONCRETE FOUNDATIONS	CU YD	1.4		
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	2		
	73700200	REMOVE CONCRETE FOUNDATION-GROUND MOUNTED	EACH	2		
	78005100	EPOXY PAVEMENT MARKING-LETTERS AND SYMBOLS	SQ FT	36		
	78005110	EPOXY PAVEMENT MARKING-LINE 4"	FOOT	10,499		
	78005130	EPOXY PAVEMENT MARKING-LINE 6"	FOOT	7,577		
	78005150	EPOXY PAVEMENT MARKING-LINE 12"	FOOT	1,364		
	B1800400	AERIAL CABLE, 4-1/C NO. 2 WTH MESSENGER WIRE	FOOT	1,535		
*	X0320374	PLUG EXISTING SANITARY SEWERS	EACH	38		
*	X0322464	ABANDON AND FILL EXISTING SANITARY MANHOLE	EACH	1		
*	X0322584	REVTMENT MAT REMOVAL	SQ YD	750		
*	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1		
*	X0327036	BIKE PATH REMOVAL	SQ YD	496		
*	X0327229	SLIDE GATE	EACH	1		
D1	X0900075	COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK)	EACH	2		
*	X6026054	SANITARY MANHOLES TO BE REMOVED	EACH	12		
*	X6050500	REMOVE FRAME AND GRATE (SPECIAL)	EACH	4		
*	X6061460	PAVED DITCH (SPECIAL)	FOOT	19		
*	X6660410	REMOVE RIGHT-OF-WAY MARKERS	EACH	3		
*	XX007665	PROPOSED STORM SEWER CONNECTION TO EXISTING CULVERT	EACH	1		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	Z0018200	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	4		
*	Z0029604	HEADWALL REMOVAL	EACH	6		
*	JA553482	SANITARY SEWERS, RCP, 42", CLASS II	FOOT	823		
*	JA553483	SANITARY SEWERS, RCP, 42", CLASS III	FOOT	1,413		
*	JA553489	SANITARY SEWERS, JACKED IN PLACE, 42"	FOOT	920		
*	JA553492	SANITARY SEWERS, RCP, 48", CLASS II	FOOT	96		
*	JA553499	SANITARY SEWERS, JACKED IN PLACE, 48"	FOOT	353		
*	JA553502	SANITARY SEWERS, RCP, 60", CLASS II	FOOT	1,143		
*	JA553503	SANITARY SEWERS, RCP, 60", CLASS III	FOOT	2,553		
*	JA553504	SANITARY SEWERS, RCP, 60", CLASS IV	FOOT	1,976		
*	JA553507	SANITARY SEWERS, DUCTILE IRON PIPE, 60"	FOOT	107		
*	JA553509	SANITARY SEWERS, JACKED IN PLACE, 60"	FOOT	682		
*	JA553549	SANITARY SEWER REMOVAL, 42"	FOOT	367		
*	JA553550	SANITARY SEWER REMOVAL, 48"	FOOT	32		
*	JA553551	SANITARY SEWER REMOVAL, 60"	FOOT	1,739		
*	JA553552	ABANDON SANITARY SEWER, 42"	FOOT	2,919		
*	JA553553	ABANDON SANITARY SEWER, 48"	FOOT	350		
*	JA553554	ABANDON SANITARY SEWER, 60"	FOOT	4,413		
*	JA553555	FILL SANITARY SEWER, 42"	FOOT	195		
*	JA553557	FILL SANITARY SEWER, 60"	FOOT	439		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JA602600	SANITARY MANHOLE, TYPE B, 4' DIA, TYPE 1 FRAME, CLOSED LID	EACH	21		
*	JA602601	SANITARY MANHOLE, TYPE A, 5' DIA, TYPE 1 FRAME, CLOSED LID	EACH	7		
*	JA602602	SANITARY MANHOLE, TYPE A, 6' DIA, TYPE 1 FRAME, CLOSED LID	EACH	6		
*	JA602603	SANITARY MANHOLE, TYPE A, 7' DIA, TYPE 1 FRAME, CLOSED LID	EACH	12		
*	JA602604	SANITARY MANHOLE, TYPE A, 8' DIA, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	JA602606	SANITARY MANHOLE, TYPE A, 10' DIA, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	J1201100	TREE STUMP REMOVAL	EACH	134		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,532		
*	J1211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	1,183		
*	J1213002	EXPLORATORY POTHOLING, UTILITIES	EACH	25		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	800		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	800		
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	57,578		
*	J1406107	ASPHALT TACK COAT	POUND	213		
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	675		
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	100		
*	J1442129	CLASS B PATCHES, TYPE IV, 10 1/2 INCHES	SQ YD	204		
*	J1442900	DOWEL BARS FOR CLASS B PATCHES	EACH	59		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	409		
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	319		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	673		
*	J1485030	TEMPORARY PAVEMENT, CLASS 3	SQ YD	915		
*	J1503020	HIGH PERFORMANCE CONCRETE MOMENT SLAB STRUCTURES	CU YD	1,228.2		
*	J1521012	ANCHOR BOLTS, 1 3/4"	EACH	4		
*	J1522500	MECHANICALLY STABILIZED EARTH RETAINING WALL	SQ FT	9,277		
*	J1550120	TEMPORARY STORM SEWER, CLASS A, 24"	FOOT	248		
*	J1550122	TEMPORARY STORM SEWER, CLASS A, 27"	FOOT	268		
*	J1550130	TEMPORARY STORM SEWER, CLASS A, 48"	FOOT	46		
*	J1601300	PIPE UNDERDRAINS, 6" (SPECIAL)	FOOT	52		
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	FOOT	1,004		
*	J1602048	CATCH BASINS, TYPE G-3 (MODIFIED), TYPE G-2 FRAME AND GRATE	EACH	1		
*	J1602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH	3		
*	J1602119	CATCH BASINS, TYPE G-3, TYPE G-2 FRAME AND GRATE	EACH	2		
*	J1602184	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	2		
*	J1606010	GUTTER, TYPE G-2	FOOT	513		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	912.5		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	5		
*	J1633032	REMOVE AND RE-ERECT STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	1,850.0		
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	4,135		
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	10		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-56 RAMPS (MP 24.0) TO 56TH STREET (MP 26.6) AND 47TH STREET (MP 26.6) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	17		
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	10		
*	J1664340	STREAM CROSSING, TYPE 1	FOOT	46		
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	2,480		
*	J1664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	701		
*	J1664615	TEMPORARY CHAIN LINK FENCE 8' SCREENING, TYPE 1	FOOT	5,769		
*	J1666010	RIGHT OF WAY MARKER	EACH	10		
*	J1666020	RIGHT OF WAY MARKER (SPECIAL)	EACH	3		
*	J1680004	HEADWALL TYPE I, 24"	EACH	1		
*	J1680103	SLOPED HEADWALL TYPE I, 15"	EACH	4		
*	J1680120	SLOPED HEADWALL TYPE III, 6", 1:3	EACH	1		
*	J1680145	SLOPED HEADWALL TYPE III, 24", 1:6	EACH	1		
*	J1704000	TEMPORARY CONCRETE BARRIER	FOOT	7,347		
*	J1704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2,171		
*	J1704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	675		
*	J1728010	TELESCOPING STEEL SIGN SUPPORT, BARRIER ASSEMBLY	EACH	1		
***	J1780145	EPOXY PAVEMENT MARKING-LINE 10"	FOOT	6,554		
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	312		
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	9		
**	JS107360	DUST CONTROL WATERING	UNIT	300		

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I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 26.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	300		
**	JS121102	DRILL AND INSTALL EXPANSION ANCHORS, DOWEL BARS AND ANCHOR RODS	EACH	33		
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	667		
**	JS250318	SEEDING, CLASS 4F	ACRE	10.00		
**	JS250320	SEEDING, CLASS 5	ACRE	10.00		
**	JS250350	SEEDING, CLASS 7	ACRE	10.00		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	17		
**	JS280050	SILT FENCE	FOOT	4,832		
**	JS280051	RE-ERECT SILT FENCE	FOOT	1,208		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,857		
**	JS280100	SUPER SILT FENCE	FOOT	3,415		
**	JS280140	TEMPORARY RIPRAP	TON	76		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	3,609		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	1		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	270		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	17		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	28.7		
**	JS734G10	FOUNDATION FOR ITS GANTRY FRAME	CU YD	21.6		

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS810820	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	74		
**	JS810824	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	36		
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	1,332		
**	JS812025	CONDUIT EMBEDDED IN STRUCTURE, 3" DIA PVC	FOOT	48		
**	JS812027	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA, PVC	FOOT	15		
**	JS813016	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 36" X 36" X 10"	EACH	1		
**	JS813073	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 16" X 14" X 6"	EACH	3		
**	JS813097	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 36" X 36" X 10"	EACH	2		
**	JS821003	TEMPORARY LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400WATT	EACH	4		
**	JS830031	TEMPORARY WOOD POLE, 60 FT., CLASS 4, 15 FT. MAST ARM	EACH	4		
**	JS830033	TEMPORARY WOOD POLE, 70 FT., CLASS 3	EACH	1		
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7FT) OR CONCRETE	EACH	1		
**	JS842080	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	4		
**	JS842105	POLE FOUNDATION, REMOVED	EACH	5		
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT134030	INTELLIGENT TRANSPORTATION SYSTEMS GANTRY SITE GROUNDING	EACH	1		
*	JT134037	ITS ELEMENT SITE GROUNDING - POLE MOUNTED ASSEMBLY	EACH	1		
*	JT134048	ITS ELEMENT SITE GROUNDING - ATM EQUIPMENT CABINETS	EACH	1		
*	JT160099	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, TORSION ASSIST, 48" X 72" X 36"	EACH	3		
*	JT160108	FURNISH HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, TORSION ASSIST, 48"X72"X36	EACH	24		
*	JT202008	NON-SPECIAL WASTE DISPOSAL (TYPE 1)	TON	14,740		

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	597		
*	JT280500	SEDIMENT FILTER BAG	EACH	3		
*	JT280510	FLOC LOG	EACH	10		
*	JT280530	IN-LINE FLOCCULATION SYSTEM	EACH	1		
*	JT285055	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM, TYPE 1	SQ YD	210		
*	JT301010	GRANULAR SUBBASE, SPECIAL	CU YD	840		
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	21		
*	JT503041	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	17		
*	JT599040	REMOVAL OF EXISTING NOISE ABATEMENT WALL	SQ FT	38,771		
*	JT599044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION	EACH	12		
*	JT599P01	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 1	L SUM	1		
*	JT599P02	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 2	L SUM	1		
*	JT601900	TRENCH DRAIN	FOOT	675		
*	JT668030	EARTHWORK CONSTRUCTION PLAN	L SUM	1		
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	100		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	50		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	2		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	1		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	1		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	30		
*	JT701062	TEMPORARY INFORMATION SIGNING- OVERHEAD MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	90		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	30		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	8		

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	14		
*	JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	20		
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	144		
*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED	EACH	5		
*	JT726020	MILEPOST MARKER ASSEMBLY, BARRIER WALL MOUNTED	EACH	1		
*	JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	6		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	3,009		
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	312		
*	JT810876	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 2" DIA.	FOQT	2,390		
*	JT810878	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 3" DIA.	FOOT	247		
*	JT844010	REMOVE AND REINSTALL LIGHTING UNIT	EACH	1		
*	JT900518	EMBANKMENT MODIFICATION	SQ YD	7,994		
*	JT901101	DEWATERING	CAL MO	4		
TOTAL AMOUNT OF CORE WORK						

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	393,000.00	393,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	10,000	1.00	10,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20,000	1.00	20,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	1.00	20,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	1.00	20,000.00
*	JT154067	CONSTRUCTION ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	1.00	100,000.00
*	JT154150	ALLOWANCE FOR STEEL COSTS ADJUSTMENT	UNIT	30,000	1.00	30,000.00
*	JT154160	ALLOWANCE FOR FUEL COSTS ADJUSTMENT	UNIT	10,000	1.00	10,000.00
*	JT154161	ALLOWANCE FOR BITUMINOUS MATERIALS COSTS ADJUSTMENT	UNIT	20,000	1.00	20,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	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 REPAIR IMPACT ATTENUATORS, TEMPORARY 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)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(9,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(9,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(9,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(9,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(9,000.00)	
	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)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
		ADJUSTMENTS				
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOURLY		15.00	
AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + TOTAL AMOUNT OF CONTINGENCY WORK						\$623,000.00

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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
TOTAL AMOUNT OF CORE WORK + AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + TOTAL AMOUNT OF CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID						
BID CREDIT						
AWARD CRITERIA						

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

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

FURNISH HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, TORSION ASSIST.....	J-273
SUBGRADE AGGREGATE (ILLINOIS TOLLWAY).....	J-275
SEDIMENT FILTER BAG	J-278
FLOC LOG... ..	J-280
IN-LINE FLOCCULATION SYSTEM.....	J-282
ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM (ILLINOIS TOLLWAY).....	J-284
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (ILLINOIS TOLLWAY)	J-289
GRANULAR SUBBASE, SPECIAL (ILLINOIS TOLLWAY).....	J-289A
STRUCTURAL REPAIR OF CONCRETE (ILLINOIS TOLLWAY GBSP).....	J-291
REMOVAL OF EXISTING NOISE ABATEMENT WALL	J-300
NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION.....	J-302
PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE).....	J-304
FORM LINER SIMULATED LIMESTONE SURFACE AND FORM LINER MOCKUP (CTS)	J-325
EARTHWORK MANAGEMENT PLANS (ILLINOIS TOLLWAY)	J-333A
TRENCH DRAIN (ILLINOIS TOLLWAY).....	J-333C
SUPPLEMENTAL TRAFFIC CONTROL DEVICES (ILLINOIS TOLLWAY).....	J-334
SUPPLEMENTAL MAINTENANCE OF TRAFFIC (ILLINOIS TOLLWAY).....	J-337
TEMPORARY INFORMATION SIGNING (ILLINOIS TOLLWAY).....	J-338
PORTABLE CHANGEABLE MESSAGE SIGN (CTS)	J-340
SIGN INSTALLATION (ILLINOIS TOLLWAY)	J-342
MILEPOST MARKER ASSEMBLY (ILLINOIS TOLLWAY)	J-344
REMOVE AND REINSTALL MILEPOST MARKER	J-346
PAVEMENT MARKING AND MARKER REMOVAL (ILLINOIS TOLLWAY)	J-347
UNDERGROUND CONDUIT, COILABLE NON-METALLIC CONDUIT, SDR 11 (ILLINOIS TOLLWAY)....	J-349
REMOVE AND REINSTALL LIGHTING UNIT	J-353

ILLINOIS TOLLWAY STANDARD DRAWINGS

STD NO. TITLE

SECTION A - ROADWAY / PAVEMENT

A1-07 CONCRETE PAVEMENT REPAIR FULL DEPTH
A7-03 PAVEMENT JOINTS
A19-00 DOWEL BAR RETROFIT

SECTION B - DRAINAGE STRUCTURES, CURBS, CURB & GUTTER AND DITCHES

B1-09 GUTTER AND CURB DETAILS
B3-08 TYPE G-2/G-3 GUTTER TRANSITION AT TRAFFIC BARRIER TERMINAL, TYPE T6
B6-07 HEADWALL TYPE III 1"-24"-30"-36"-42"-48"-54"-60" FOR 1:3, 1:4, 1:6 AND 1:10
 SLOPES
B8-06 CATCH BASINS TYPE G AND TYPE G MODIFIED, FRAMES AND GRATES
B9-04 SLOPED HEADWALLS TYPE I AND TYPE II
B10-10 SLOPED HEADWALLS TYPE III DETAILS
B12-07 TRENCH DRAIN DETAIL
B19-02 EROSION PROTECTION
B24-07 PIPE UNDERDRAINS
B32-00 FLAT SLAB MANHOLES

SECTION C - GUARDRAIL/MEDIAN BARRIER

C1-10 GALVANIZED STEEL PLATE BEAM GUARDRAIL
C3-07 SINGLE FACE REINFORCED CONCRETE BARRIER
C4-08 CONCRETE SHOULDER BARRIER TRANSITION TYPE F
C5-06 CONCRETE SHOULDER BARRIER BASE AND CONCRETE BARRIER, DOUBLE
 FACE, 44" AND VARIABLE HEIGHT
C6-10 SHOULDER WIDENING FOR TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL)
 TANGENT
C7-08 TRAFFIC BARRIER TERMINAL, TYPE T2

**SECTION D - ROADWAY APPURTENANCES (FENCE, SYMBOLS, MARKERS AND
DELINEATORS)**

D1-05 RIGHT OF WAY FENCE
D2-04 SYMBOLS AND PATTERNS
D3-02 PERMANENT SURVEY MONUMENTS AND RIGHT-OF-WAY MARKERS
D4-07 ROADWAY DELINEATORS AND REFLECTORS
D5-06 PERMANENT PAVEMENT MARKINGS
D6-08 PAVEMENT MARKING AND SHOULDER RUMBLE STRIP DETAILS
D7-04 LANDSCAPE PLANTING DETAILS
D8-03 RAISED PAVEMENT LANE MARKERS

SECTION E - MAINTENANCE OF TRAFFIC

E1-07 CONSTRUCTION SIGNS
E2-08 LANE CLOSURE DETAILS
E3-07 SHOULDER CLOSURE DETAILS
E4-07 MAINTENANCE OF TRAFFIC REVERSE CURVE

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 Illinois Tollway shall sign and date all non-special waste certifications. The Contractor shall be responsible for collecting landfill waste characterization sample(s) providing the results to the Engineer. required information that will allow the Engineer to certify the waste is not a special waste.

669.07 Temporary Staging. Temporary staging shall be conducted according to special provision for Earthwork Management Plans (Illinois Tollway).

669.08 Intentionally Left Blank

Remove Article 669.09 through Article 669.14

669.15 Method of Measurement.

Revised the first paragraph to read as follows;

Non-special waste (Type 1), special waste, and hazardous waste will be measured for payment in accordance with Article 202.07(b) when performing earth excavation and Article 502.12(b) when excavating for structures. At locations shown in the plan and confirmed by analytical testing, the trench volume will be measure for payment by using the maximum trench width permitted in the standard specifications and the actual depth of the trench. At locations shown in the plan and confirmed by analytical testing, the volume of excavation for drainage, electrical, or fiber structures will be measure for payment by using the maximum dimensions of hole permitted in the standard specifications and the actual depth of the structure. Material from over excavation beyond the specified limits will not be measured for payment.

The volume of excavation will be converted to tons using the following;

- Soil.....dry unit weight of 115.00 lbs. /cu. ft.
- Moisture content....10%

If, at the time the excavated material is weighed, it contains more than 10 percent of absorbed and free moisture by weight, a deduction for the amount of moisture in excess of this amount will be made in determining the pay quantity.

669.16 Basis of Payment. Regulated substances monitoring will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for ON-SITE MONITORING OF REGULATED SUBSTANCES.

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

The transportation and disposal of soil and other materials from excavation or incidental excavation up to the pay limits specified in the standard specifications that is determined to be regulated substances, will be paid for at the contract unit price per ton as NON-SPECIAL WASTE DISPOSAL (TYPE 1), or HAZARDOUS WASTE DISPOSAL.. The transportation and

pipe and joints and the amount of cover over the joints and pipe sections.

CLEANING

All newly constructed sanitary sewer shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations at the time of final inspection in accordance with Section 32-11 of the Standard Specifications for Sewer and Water Construction in Illinois.. Cleaning shall only be performed when directed by the Engineer.

TESTING

The Contractor shall complete three tests for acceptability:

1. Perform and complete test E. Closed Circuit Televising in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. Perform and complete tests of either A. Exfiltration of Air Under Pressure, B. Infiltration of Water, or C. Exfiltration of Water in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois.
3. Perform and complete test meeting ASTM C 1103 Standard Practice for Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.

METHOD OF MEASUREMENT

This work will be measured for payment in place in feet. When the sanitary sewer enters a manhole, the measurement shall end at the inside wall of the manhole.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot for SANITARY SEWERS of the material, class and diameter specified on the plans. The cost of the rubber gaskets, cleaning, testing and all other materials, equipment and labor required to construct, clean and test the sanitary sewers shall not be paid for separately but shall be included in the contract unit price for SANITARY SEWERS of the material, class and diameter specified on the plans.

Trench backfill shall be paid at the contract unit price per cubic yard for TRENCH BACKFILL.

Pay Item Number	Designation	Unit of Measure
JA553482	SANITARY SEWERS, RCP, 42", CLASS II	FOOT
JA553483	SANITARY SEWERS, RCP, 42", CLASS III	FOOT
JA553492	SANITARY SEWERS, RCP, 48", CLASS II	FOOT
JA553502	SANITARY SEWERS, RCP, 60", CLASS II	FOOT
JA553503	SANITARY SEWERS, RCP, 60", CLASS III	FOOT
JA553504	SANITARY SEWERS, RCP, 60", CLASS IV	FOOT
JA553507	SANITARY SEWERS, DUCTILE IRON PIPE, 60"	FOOT

CLEANING

After the sanitary sewer has been jacked into place, the sewer shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations at the time of final inspection by the Engineer in accordance with Section 32-11 of the Standard Specifications for Sewer and Water Construction in Illinois. Cleaning shall only be performed when directed by the Engineer.

TESTING

The Contractor shall complete three tests for acceptability:

1. Perform and complete test E. Closed Circuit Televising in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois.
2. Perform and complete tests of either A. Exfiltration of Air Under Pressure, B. Infiltration of Water, or C. Exfiltration of Water in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois.
3. Perform and complete test meeting ASTM C 1103 Standard Practice for Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.

METHOD OF MEASUREMENT

This work will be measured in feet along the centerline of the sanitary sewer.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot for SANITARY SEWERS JACKED IN PLACE, of the size specified. The cost of the excavation, temporary earth retention systems, rubber gaskets, cleaning, testing and all other materials, equipment and labor required to construct, clean and test the sanitary sewers shall not be paid for separately but shall be included in the contract unit price for SANITARY SEWERS JACKED IN PLACE of the diameter specified on the plans.

The backfilling of the jacking and receiving pits will be measured and paid for separately as TRENCH BACKFILL.

Pay Item Number	Designation	Unit of Measure
JA553489	SANITARY SEWERS JACKED IN PLACE, 42"	FOOT
JA553499	SANITARY SEWERS JACKED IN PLACE, 48"	FOOT
JA553509	SANITARY SEWERS JACKED IN PLACE, 60"	FOOT

GRANULAR SUBBASE, SPECIAL (Illinois Tollway)

Effective: April 2, 2012

Revised: August 5, 2019

DESCRIPTION

This work shall consist of furnishing, transporting, placing, compacting and finishing granular subbase aggregate materials on the finished soil subgrade as shown on the plans and be performed as in accordance with Section 311 of the Standard Specifications, except as modified herein, or as directed by the Engineer.

MATERIALS

Replace Article 1004.04 of the Standard Specifications with the following:

The aggregate for Granular Subbase, Special shall have a gradation of CA-6 for processed material from an approved source with the Contractor having the option to use Reclaimed Asphalt Pavement (RAP) from an approved source. The RAP shall meet the requirements of the Tollway special provision for Reclaimed Asphalt Materials and have 100% passing the 1.5-inch sieve and well graded down through fines. The resulting gradation shall vary by no more than 25% Cumulative Retained when screened across 1 ½", 1", ¾", 5/8", ½", 3/8", ¼" #4, #16, #30, #40, #50, #100, and #200. Gradations may be performed dry, without the need for washing. The RAP shall be tested per the IDOT Policy Memorandum 31-13.0, Reclaimed Asphalt Pavement (RAP) for Aggregate Applications.

The source of subbase granular aggregate materials shall be optional to the Contractor unless otherwise noted on the Plans.

CONSTRUCTION REQUIREMENTS

Subgrade preparation, subbase placement and compaction, and finishing shall be in accordance with Articles 311.04 through 311.07 of the Standard Specifications except as follows:

Placement and compaction of Granular Subbase, Special shall be in accordance with Article 311.05(a) of the Standard Specifications. If RAP is used as Granular Subbase Special, the aggregate shall be tested and controlled for compaction using the percent growth curve method as defined below.

The Contractor shall perform a growth curve at the beginning of each placement day. QA shall be present for growth curve measurements. If the aggregate or base conditions change, the Engineer reserves the right to request an additional growth curve and supporting tests at no additional cost to the Illinois Tollway.

Compaction of the growth curve shall commence immediately after the course is placed. The growth curve, consisting of a plot of lb/cu ft vs. number of passes with the vibratory roller, shall

be developed. This curve shall be established by use of a nuclear gauge. Tests shall be taken after each pass until the highest lb/cu ft is obtained. A new growth curve is required if the breakdown roller used on the growth curve is replaced with a new roller during production.

The target density shall apply only to the specific gauge used. If additional gauges are to be used to determine density specification compliance, the Contractor shall establish a unique minimum allowable target density from the growth curve location for each gauge. The Illinois Tollway will establish a target density for its Quality Assurance nuclear gauge from the growth curve location.

All lifts shall be compacted to an average density of not less than 95 percent nor greater than 102 percent of the target density obtained on the growth curve. The average density shall be based on tests representing one day's production.

Quality Control density tests shall be performed at randomly selected locations within ¼ mile intervals. In no case shall more than one half day's production be completed without density testing being performed.

If the Contractor is not controlling the compaction process and is making no effort to take corrective action, the operation shall stop as directed by the Engineer."

METHOD OF MEASUREMENT

This work will be measured and computed in cubic yards from cross- sections taken before and after placement of the material.

BASIS OF PAYMENT

This work will be paid at the contract unit price per cubic yard for GRANULAR SUBBASE, SPECIAL.

Pay Item Number	Designation	Unit of Measure
JT301010	GRANULAR SUBBASE, SPECIAL	CU YD

TRENCH DRAIN (Illinois Tollway)

Effective: February 8, 2011

Revised: April 1, 2016

DESCRIPTION

This work shall consist of furnishing and installing a trench drain system as shown in the Plans and/or directed by the Engineer. The work includes all necessary excavation, frames, grates, fittings, coupling systems, connections, concrete collars, concrete backfill, and accessories.

MATERIALS

Trench drain shall be manufactured from polymer concrete. The polymer concrete shall be made from a composition of aggregate and polyester resin or vinylester resin and shall have the following properties when tested as specified below:

Property	Test Method	Value (Minimum)
Tensile Strength	ASTM C307	1,200 psi
Compressive Strength	ASTM C597	12,000 psi
Flexural Strength	ASTM C580	2,000 psi
Moister Absorption	ASTM C140	0.5%
Salt Proof	ASTM B117	Pass
Chemical Resistant	ASTM C267	Pass
Frost Proof	ASTM C666	Pass

FABRICATION REQUIREMENTS.

Access and Outlet Channels. Trench drains shall have an inside width of not less than 4 inches and not more than 8 inches and a minimum wall thickness of $\frac{3}{4}$ inch. The interior surface of trench drains, below the level of the frame and associated connections shall be smooth. Trench drain channel sections shall be made of precast monolithic polymer concrete. There shall be no obstructions within the trench drain channel.

Each unit will feature a full radius in the trench bottom and a male to female interconnecting end profile. Units shall have cast in anchoring features on the outside wall to ensure maximum mechanical bond to the surrounding encasement material and pavement surface.

The trench drain channel system shall be designed for the hydraulic inlet capacity required and to the drainage structures discharge rate. The channel slope shall be maximized for each segment run to provide the maximum velocity when hydraulically loaded. Detailed shop drawings for the trench drain installation shall be submitted with design calculations indicating the systems hydraulic features.

Frame and Grates. Trench drain frames and grates shall be made of ductile iron conforming to Article 1006.15 of the Standard Specifications. Bolts, nuts, frame anchors and other connecting hardware shall conform to Article 1006.09 of the Standard Specifications and shall be galvanized. Furnish grates that attach into frames without rocking or movement.

Frames, grates and covers, when installed in accordance with manufacturer's recommendations and these special provisions, shall be capable of withstanding load testing as specified in AASHTO Specification H-25 AND S-25 for Frames, Covers, Gratings, Steps, Manhole Sump and Catch Basin.

Frames shall be secured to the surrounding concrete backfill with steel anchoring rods a minimum of ¼ inch in diameter and a minimum of 6 inches in length or as shown on the plans. Alternatively, other methods of securing the frame to the concrete backfill or trench drain wall are acceptable, provided that a minimum pullout resistance of 700 lb/ft of length of trench drain frame is assured.

Grates may be either integral with the trench drain or removable. However, a minimum of 1.5 feet of removable grates shall be provided at the end points of the trench drain and at a 100 feet spacing. Removable grates shall be held in place by locking devices that are tamper resistant and provide a minimum repetitive pullout resistance of 350 lb/ft of length of trench drain grate after completion of 1000 hours of salt spray testing in accordance with ASTM Designation B117.

Grates shall have openings to accept inflow of runoff equivalent to between 30 and 70 percent of the total top surface area of the grate, with individual openings or slots having a dimension of not greater than 2 inches measured in the direction of the trench drain flow line.

CONSTRUCTION REQUIREMENTS

The trench drain system shall be installed in accordance with the manufacturer's installation instructions and drawings.

Trench drains shall be installed in a trench excavated to the lines and grades established by the Engineer. Excavate a trench that will ensure a minimum concrete thickness of 12 inches along the bottom and 12 inches along each side. Excavation shall conform to Section 202 of the Standard Specifications.

Grade and prepare a firm and uniform trench bottom throughout the entire length of the trench drain system. Remove all obstructions and debris from the trench excavation prior to backfilling.

Install the trench drain system in conformance with the line, grade and grate type as shown in the plans.

Join the precast trench drain sections according to the recommendations of the manufacturer. Furnish sections that are closely jointed and secured to prevent separation of the trench drain during backfilling.

Trench drains shall be positioned in the excavated trench so that, when finished, the surrounding concrete backfill will be a minimum of 1/8 inch and a maximum of 3/16 inch above the level of the trench drain frame. In no case shall the frame or grate of the trench drain extend above the level of the surrounding backfill.

New trench drains shall be connected to new or existing drainage facilities as directed by the engineer. No reduction in the cross sectional area of the trench shall be permitted at the connection.

Place concrete backfill in the trench against undisturbed material at the sides and bottom of the trench in a manner that will prevent floating or shifting of the trench drain, and will prevent voids in, or segregation of the concrete. Tamp and spade to prevent honeycombing. Form the top surface to the lines shown in the plans. Remove any foreign material that falls into the trench prior to or during placement of concrete. Where necessary, earth plugs shall be constructed and compacted at the ends of the planned backfill to contain the concrete backfill within the trench. Concrete shall conform to Section 353 of the Standard Specifications.

Furnish a textured surface on the concrete that is even with the adjacent surface with a broom or burlap drag to produce a durable skid-resistant surface.

METHOD OF MEASUREMENT

This work will be measured for payment in units of feet, from the inside wall of the structure as shown on the plans, along the center line of the channel complete in place.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot, for TRENCH DRAIN.

Pay Item Number	Designation	Unit of Measure
JT601900	TRENCH DRAIN	FOOT



Capital Program

MEETING MINUTES

PROJECT NUMBER/NAME: I-19-4490 – FCWRD Sewer Relocation
 MEETING PURPOSE: Pre-Bid Meeting
 MEETING DATE/TIME: November 21, 2019 1:00 PM
 CHAIRPERSON: Jeff Allen
 LOCATION: Illinois Tollway Central Administration Building, Conference Room 175

ATTENDEES: See attached sign in sheet.

PREPARED BY: Kyle Duffy
 ISSUE DATE: December 5, 2019

Item No.	Item Description	Responsibility	Due Date
1.0	Introduction	n/a	n/a
2.0	Safety Minute	n/a	n/a
3.0	Scope of Work	n/a	n/a
4.0	Diversity Goals	n/a	n/a
5.0	Disclosures and Certifications for Contractor(s)	n/a	n/a



Capital Program

MEETING MINUTES

<p>6.0 Project Schedule</p>	<p>6.1 Bid Opening – December 10, 2019, 10:30 AM 6.2 S.P. 104 – Notice to Proceed after award, no earlier than April 2, 2020 6.3 S.P. 103.1 – Contract Completion Date – September 15, 2021 6.4 S.P. 103.2 – Substantial Completion Date – August 6, 2021 6.5 S.P. 103.3 – Interim Completion Date/Duration – 6 Consecutive Weeks (SB Auxiliary Lane at Plainfield Road) 6.6 S.P. 103.4 – Interim Completion Date/Duration – 18 Consecutive Weeks (Noise Wall Removal and Re-erection) 6.7 S.P. 103.5 – Interim Completion Date – November 6, 2020 (For work south of Hinsdale Oasis, relating to coordination with Contract I-19-4491)</p>	<p>n/a</p>	<p>n/a</p>
<p>7.0 Liquidated Damages</p>	<p>7.1 S.P. 105.1.1 – Beyond Contract Completion date, \$9,000.00 per day 7.2 S.P. 105.1.2 – Beyond Substantial Completion date, \$9,000.00 per day 7.3 S.P. 105.1.3 – Beyond Interim Completion Date/Duration, \$9,000.00 per day 7.4 S.P. 105.1.4 – Beyond Interim Completion Date/Duration, \$9,000 per day 7.5 S.P. 105.1.5 – Beyond Interim Completion Date, \$9,000 per day</p>	<p>n/a</p>	<p>n/a</p>
<p>8.0 Cooperation with Utilities</p>	<p>8.1 Status of Utilities – Contractor is responsible to coordinate with all applicable utilities. 8.2 S.P. 106.10 – Coordination with ComEd – Anticipated relocation by June 30, 2020. Relocation along I-55 Ramp B 8.3 S.P. 106.11 – Coordination with Nicor – Anticipated relocation by October 30, 2020. Relocation at 55th Street</p>	<p>n/a</p>	<p>n/a</p>
<p>9.0 Coordination with Agencies</p>	<p>9.1 S.P. 106.1 – IDOT Highway Permit needed to perform work at 55th Street 9.2 S.P. 106.8 – Coordination with other Contractors <ul style="list-style-type: none"> • I-19-4491 I-55 Ramp A and Ramp N Reconstruction • I-18-4428 BNSF Bridge Reconstruction over I-294 • I-18-4438 Advanced ITS Relocation, Fiber Optic Communication System Relocation </p>	<p>n/a</p>	<p>n/a</p>
<p>10.0 Working Hours and Prosecution of the Work</p>	<p>10.1 Included in S.P. 109 10.2 Contractor shall establish construction site access from Tollway. If required, the use of the local road system in Western Springs, Burr Ridge, or Hinsdale shall be discussed and coordinated with the Engineer.</p>	<p>n/a</p>	<p>n/a</p>
<p>11.0 Right of Way</p>	<p>11.1 Included in S.P. 118 11.2 Parcels Projected to be Acquired by 7/1/20: <ul style="list-style-type: none"> • TW-5-16-018 (Sta. 1300+00 to 1315+00, RT) • TW-5-16-103 (Sta. 1430+00, LT) • TW-5-16-142 (Sta. 1295+00 to 1307+00, RT) 11.3 All other parcels projected to be acquired by NTP (4/2/20)</p>	<p>n/a</p>	<p>n/a</p>
<p>12.0 Addendum No. 1</p>	<p>12.1 Pre-Bid Meeting Minutes 12.2 Disposal of Regulated Substances and Uncontaminated Soil 12.3 Earthwork Management Plans 12.4 Embankment Modification 12.5 Tree and Stump Removal quantities based on existing site conditions 12.6 Revised SP for Sanitary Sewer Testing Requirements</p>	<p>n/a</p>	<p>n/a</p>



Capital Program

MEETING MINUTES

	<p>12.7 Environmental soil borings and test data uploaded to online plan room 12.8 Updates to P-Pages</p>		
<p>13.0 Bidder Questions Received to Date</p>	<p>The following questions were received prior to the pre-bid meeting:</p> <p>13.1 Question: "... it is assumed that Testing Method E. Closed Circuit Televising (CCTV) will be an acceptable method of testing this sewer. Please confirm." Answer: Sanitary sewers shall be tested in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The Contractor shall test for acceptability by completing both tests A: Exfiltration of Air Under Pressure and E: Closed Circuit Televising (CCTV). The Special Provisions were revised as part of this Addendum to reflect these testing requirements.</p> <p>13.2 Question: Can the Tollway please provide the Environmental Site Assessment reports that are said to be available on the Online Plan Room, per the Uncontaminated Soil Disposal specification? Answer: Addendum No. 1 will include Soil Management Plans and revised specifications, pay items and quantities that reflect soil testing received by and preliminary reviewed by the Tollway. These environmental soil borings and test data will be available on the Online Plan Room. The Environmental Site Assessment report will be issued to the successful bidder.</p> <p>13.3 Question: Due to the restrictions of work area within the project can the Tollway please provide a location to temporarily stockpile topsoil for respreads? Answer: It is suggested that the contractor temporarily stockpile topsoil at parcel TW-5-16-018 (approximate Station 1305+00, Right). This parcel is projected to be acquired by 7/1/2020 per SP 118.</p>	<p>n/a</p>	<p>n/a</p>
<p>14.0 Open Discussion</p>	<p>14.1 Questions are to be sent to Illinois Tollway, attention Jeff Allen, email jallen@getipass.com to be received no later than 2:00 pm local time on December 3, 2019</p> <p>14.2 It was noted that files have been re-uploaded to the Online Plan Room to rectify any issues with corrupt files that may have been encountered.</p> <p>The following question was asked during the Pre-Bid Meeting:</p> <p>14.3 Question: Will Value Engineering Proposals be allowed after bid for alternative pipe products and if so, who should the Value Engineering proposal be directed to? Answer: Yes, Value Engineering Proposals may be submitted as outlined in the Illinois Tollway ISO Procedures. Value Engineering Proposals shall be prepared by the Contractor and directed to the Engineer.</p>	<p>n/a</p>	<p>n/a</p>

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

**REQUEST FOR INFORMATION RECEIVED FROM PLAN HOLDERS
CONTRACT I-19-4490
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: December 5, 2019

NOTICE TO PLAN HOLDERS

1. **QUESTION:** Can the Tollway please provide a detail and/or description of the Abandoned G4S Fiber Optic, shown within the project right-of-way?

RESPONSE: The Abandoned G4S Fiber Optic duct package will have various counts of CNC and handholes. There should not be abandoned fiber within the duct packages.

2. **QUESTION:** The special provision for Drainage Structure Reconstruction (Special) states that temporary trench drain is to be installed at various locations in the plans, however no details or dimensions are provided for the trench drain. Please provide additional info so that the item can be properly priced.

RESPONSE: The temporary trench drain is intended to be installed between Station 1308+60 and Station 1315+46, right of centerline. The installation of the temporary trench drain shall follow Illinois Tollway Standard B12-07 – Trench Drain Detail. This temporary trench drain will be reflected in revised Drawings 191 (TDP-5) and 193 (TSCH-1). These drawings will be issued to the successful bidder. The pay item Trench Drain (JT601900) has been added along with the necessary quantity and is included as part of this Addendum. Additionally, the special provision for Trench Drain has also been included as part of this Addendum.

3. **QUESTION:** Temporary Soil Retention System (52200020) is denoted on Contract Drawing Sheet 88 (REM-SS-2), however no details for this item are shown or specified anywhere in the contract plans. Per IDOT SSRBC 522.07 Temporary Soil Retention System, "The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified on the plans or the exposed surface area needed by the Contractor to complete the work." Please provide additional details for this item of work (i.e. both vertical and horizontal limits of system, depiction of surface area required to be retained, etc.)

RESPONSE: Information has been added to Drawings 40 and 88 as part of this Addendum to depict the Temporary Soil Retention System. The intent of the soil retention system is to retain the existing subbase and pavement structure along southbound I-294 and the existing slope wall and the Plainfield Road bridge.

4. **QUESTION:** 16" Shoulder Rumble Strips are denoted on the edge of moment slab for RW TS24.15R.SB(R) on Contract Drawing Sheet 316 (RET-19). There is no pay item or method of payment noted for this. Please clarify if this item of work is to occur within this contract or rather during another contract. If so, please provide a pay item or method of payment.

RESPONSE: Shoulder rumble strips will not be included as part of this contract on the moment slab for RWTS24.15,SB(R). The plans have been revised to reflect this as part of this Addendum.

5. **QUESTION:** Contract Drawing Sheet 300 (RET-3), typical section through WC #17 denotes a form liner for the headwall for the box culvert. The box culvert drawings do not show this, Contract Drawing Shts 290 to 297 (WC 17-1 to WC 17-8). Please clarify if a form liner finish is needed for this headwall. If it is needed, please provide details and a method of payment.

RESPONSE: A form liner treatment is required for Water Crossing #17 headwall. The plans have been revised to reflect this as part of this Addendum.

6. **QUESTION:** Contract Drawing Sheet 341 (NW-5), Notes 1-3 and Contract Drawing Sheet 343 (NW-7) details the structure mounted noise wall post supporting system with an embedded plate in the parapet, a bracket attached to the plate with anchor bolts, and the noise wall posts welded to the bracket. As this is a performance based wall, please clarify if a cast-in-place barrier wall/pilaster system is allowed or if the design must be based on the embedded plate/bracket/post system as shown in the contract plans.

RESPONSE: A cast-in-place barrier wall/pilaster system for support of the noise wall posts will not be allowed. The Special Provision states that, "the bottom of structure mounted Noise Abatement Wall panel shall hide the connection to the parapet. The connection shall not extend below the bottom of the Noise Abatement Wall panel."

7. **QUESTION:** Per the Contract Special Provisions (J-64 to J-66) and the Pre-Bid Meeting, Parcels TW-5-16-018, TW-5-16-103, TW-5-16-142 are to be acquired by 7/1/20. Also per the Contract Special Provisions, "The Contractor's bid proposal shall have been submitted with the understanding that access to the proposed right-of-way and easements will be provided no earlier than the date indicated in the "Projected Acquisition Date" column in the table below." Although the parcels were briefly described in the pre-bid meeting, there appears to be no information shown in the contract drawings detailing/marketing the parcels. Please provide information (i.e. drawings) for the locations of these parcels so the impact on schedule is fully understood.

RESPONSE: Drawings 78 through 80 and 85 have been revised as part of this Addendum to identify the locations of the parcels listed in S.P. 118 which are not anticipated to be acquired prior to the Notice to Proceed.

8. **QUESTION:** Per the Contract Drawings, Sheet 85 (REM-9) and Sheet 126 (ROAD-9) there are notes indicating "Properties to be acquired and removals to be done by others" or "Demolition of Houses by Others" between approximately I-294 Sta 1423+00 and 1427+00 LT (between Mills St and I-294). Please provide information for the timeframe that this will occur.

RESPONSE: Building removals between Mills Street and I-294 are being completed as part of Contracts I-18-4423 and I-19-4453. Both contracts are currently ongoing. Contract I-18-4423 has a completion date of 10/23/2020. Contract I-19-4453 has a completion date of 4/23/2021.

9. **QUESTION:** Based on recent ISTHA contracts the I-294 & Ogden Avenue interchange infields have been used as an earthwork disposal site. Please confirm if the I-294 & Ogden Avenue interchange infields may be used as a disposal site for the Zone B Excavation on this contract.

RESPONSE: The Ogden Avenue and I-294 interchange infields are not to be used as material stockpile sites for this contract.

10. **QUESTION:** Based on recent ISTHA contracts the I-294 & Ogden Avenue interchange infields have been used as an earthwork borrow source. Please confirm if the I-294 & Ogden Avenue interchange infields may be used as a source for the Furnished Excavation on this contract.

RESPONSE: The material at the Ogden Avenue and I-294 interchange infields is not available for use to this contract.

11. **QUESTION:** ISTHA Contract I-19-4464 used the "MWRD Stockpile Site" as a Furnished Excavation source. Please confirm if the "MWRD Stockpile Site" may be used as a source for the Furnished Excavation on this contract.

RESPONSE: The material at the MWRD Stockpile Site is not available for use to this contract.

12. **QUESTION:** Contract Drawing Sheet 301 (RET-4) shows sections for the MSE retaining wall and the moment slab. Typically, the Tollway details a minimum 6" compacted granular CA-6 material layer directly underneath the moment slab and provides a pay item for this. This contract's plans do not show an aggregate layer, however it appears to show that the moment slab is to be constructed directly upon a layer of embankment that is to be placed on top of and behind the MSE wall's select fill soil reinforcement volume. Please clarify the detail for the subbase of the moment slab that is to be constructed, and please provide a method of payment or pay item as needed.

RESPONSE: The moment slab is to be constructed on top of a 6" layer of Granular Subbase, Special. The plans have been revised to reflect this and this pay item has been added to the P-Pages as part of this Addendum.

13. **QUESTION:** Addendum 1 added Pay Item JT900518 – Embankment Modification, however there was not a pay item(s) added for the embankment modification material(s). Is the embankment modification material(s) intended to be incidental to Pay Item JT900518? If so, please provide a material and quantity. If not, please confirm a pay item or method of payment for the embankment modification material(s).

RESPONSE: The specification for Embankment Modification included on Pages J-353A-C state under the Basis of Payment that "The chemical modifier will not be measured for payment." The guidelines for type and amount of chemical modifier is provided on Page J353A under "Testing and Mix Design"

14. **QUESTION:** In the Environmental Soil Classification Plans included in Addendum 1, some of the areas are designated as a Construction Worker Precaution Area. Can you please define what additional precautions are required when working within these limits? What hazards or concerns are present that trigger these to be designated as a construction worker precaution area?

RESPONSE: Construction Worker Precaution Area shall be in accordance with OSHA and American Petroleum Institute (API) guidelines based on the soil analytical results and exceedance levels. The analytical results can be found in the On-Line Plan Room.

15. **QUESTION:** Per Addendum 1, Special Provision Sheet J-75C, groundwater above Appendix B, Table E of 35 Ill. Adm. Code 742 may be discharged into a sanitary sewer when permitted by the local sewer authority. Will the Flagg Creek Water Reclamation District/John McElwain Plant accept this groundwater?

RESPONSE: The Contractor will need to obtain this approval directly from the Flagg Creek Water Reclamation District/John McElwain Plant as the specification states that "...a permit shall be provided to the Engineer prior to discharging groundwater into the sewer."

16. **QUESTION:** Per Addendum 1, Special Provision Sheet J-75E, Section 669.15 the method of measurement for the Non-Special Waste will be converted to tons using 115.00 lbs. /sq. ft. Please confirm this should be changed to 115.00 lbs. /cu. ft.

RESPONSE: Under Section 669.15 – Method of Measurement on page J75-E, the text "Soil.....dry unit weight of 115.00 lbs. / sq. ft." should be replaced with "Soil.....dry unit weight of 115.00 lbs. / cu. ft.". A revised specification Page J-75ER is included with this Addendum.

17. **QUESTION:** Do you anticipate an additional addendum to be issued for the Flagg Creek project? Apparently, several subcontractors have submitted questions through another GC and are awaiting responses. Does it appear the bid opening date will be postponed allowing db e subcontractors to bid both 4490 & 4491?

RESPONSE: It is anticipated that Addendum No. 2 will be the final addendum for Contract 4490. The bid opening is not being postponed. Any specific questions pertaining to Contract 4491 should be submitted to the contact person listed on A-1.

18. **QUESTION:** Please clarify the specification for NON-SPECIAL WASTE DISPOSAL (TYPE 1) that is part of Addendum 1. The specification states, "the trench volume will be measure for payment by using the maximum trench width permitted in the standard specifications and the actual depth of the trench." And that, "The volume of excavation will be converted to tons using the following;

· Soil.....dry unit weight of 115.00 lbs. /sq. ft., · Moisture content...10%. If, at the time the excavated material is weighed, it contains more than 10 percent of absorbed and free moisture by weight, a deduction for the amount of moisture in excess of this amount will be made in determining the pay quantity."

Why is the tollway creating a specification intermixing a measured by theoretical volume (as permitted utilizing maximum measurements) with a conversion to a weight using a nominal specific soil dry unit weight and moisture content, which is the used for deduction purposes for moisture in excess of this conversion? How and when is the unit weight and moisture to be determined? What is the testing procedure? How does the Tollway account for the moisture content in the earthwork summary tables (provided in the addendum) as "Conversion of CY Non-Special Waste (Type 1) to Tons was assumed at 1.5525 Tons/CY"? This 1.5525 Tons/CY accounts for 0% moisture. The in-situ moisture of soil is not something a contractor has much control of, and deviation from a nominal value should not be used to penalize the contractor.

RESPONSE: The Illinois Tollway team worked with industry to review the edits to the special provision. For the work of NON-SPECIAL WASTE DISPOSAL (TYPE 1) 115.00 lbs/cu ft is the unit weight intended to be utilized. The moisture content to be calculated is 10%. The testing procedure for moisture content for this item is determined by utilized the testing in the IDOT Geotechnical Manual. The Illinois Tollway will not pay to dispose of moisture in the NON-SPECIAL WASTE DISPOSAL (TYPE 1) beyond 10%. A similar deduction for moisture beyond a set moisture content is included in Section 311 of the Standard Specification for granular material when basis of payment is in ton.

19. **QUESTION:** Addendum 1 added pay items JT669030 – Earthwork Construction Plan and JT669040 – Earthwork Final Construction Report. The Earthwork Management Plans special provision references forms "A-51 Earthwork Construction Plan" and "A-53 Earthwork Final Construction Report". The forms were not attached to the Addendum nor can they be found on the Tollway Website. Please supply the forms.

RESPONSE: The "A-51 Earthwork Construction Plan" and "A-53 Earthwork Final Construction Report" forms will be on the Illinois Tollway's website. A link is provided below:

<https://www.illinoistollway.com/doing-business/construction-engineering/manuals-processes-guidelines#Construction%20and%20Materials>

20. **QUESTION:** Addendum 1 supplied new Earthwork Summary Tables for the Sanitary Sewer work on pages 14B and 14C. The note on both of these pages states "This excavation is not paid for separately but included in the cost of the associated work". However, The Soil Type 1 Excavation from these pages is used in the Non-Special Waste Disposal Plan Quantity making the excavation paid separately. Please revise the notes and/or plan quantities to properly account for the amount of excavation and where it will be paid or where it will be incidental.

RESPONSE: The columns for Classification of Soils Type 2, Classification of Soils Type 3, and Classifications of Soils Type 4 on drawings 14B and 14C have an asterisk which refer to the note at the bottom of these drawings. This note stating that "this excavation is not paid for separately but included in the cost of the associated work" is only applicable to the columns with an asterisk.

21. **QUESTION:** Temporary Impact Attenuators: Will repair work for temporary attenuators be paid under Article 109.04 "Force Account" basis, through pay item JT154008 Unforeseen Additional Maintenance of Traffic or will JT154006 Temp Impact Atten Replacement/Repair and JT154007 Temporary Concrete Barrier Replacement/Realignment be added to the contract pay items?

RESPONSE: It is anticipated that this work will be completed under JT154008 Unforeseen Additional Maintenance of Traffic.

22. **QUESTION:** Temporary Impact Attenuators: Will the Authority want any of the Temporary Impact Attenuators be left in place at the end of this contract? If so, will the Authority add the item JI706261"Attenuator To Remain in Place" so there is no question on the number of units that will remain, as they have in previous Contracts or will this be handled as an Agreed Unit Price after Award of Contract?

RESPONSE: It is not anticipated that any Temporary Impact Attenuators will be left in place.

23. **QUESTION:** JI664400 ROW Fence Removal: Will temporary fence be required after the ROW fence is removed? If this is the case, please confirm that Pay Item Z0055905 Temporary Construction Fence will be added.

RESPONSE: Temporary fence will be required after the ROW fence is removed. The contract includes Pay Item JI664615 Temporary Chain Link Fence 8' Screening, Type 1 which shall be used. Refer to drawings 240 through 249.

24. **QUESTION:** JI664400 ROW Fence Removal: Will temporary fence be required after the ROW fence is removed? If this is the case, will a pay Item 20101000 Temporary Fence be added and utilized, as on previous projects?

RESPONSE: Temporary fence will be required after the ROW fence is removed. The contract includes Pay Item JI664615 Temporary Chain Link Fence 8' Screening, Type 1 which shall be used. Refer to drawings 240 through 249.

25. **QUESTION:** Removal Items: Will there need to be a Utility locates before removing any Items on the contract?

RESPONSE: The Contractor shall obtain the necessary utility locates to perform their work.

26. **QUESTION:** Removal Items: Is the Tollway interested in receiving removed materials at any of their maintenance yards for guardrail posts, panels or blocks that do not comply with the current tollway standards? Example: 25' guardrail panels, 6" blocks or post lengths other than 6'

RESPONSE: The Contractor shall coordinate with the Engineer to determine which materials are salvageable.

27. **QUESTION:** Removal Items: Please advise the hours of operation at M-11 for dropping off guardrail.

RESPONSE: The Contractor shall coordinate with the Engineer to determine when salvaged material may be delivered to Illinois Tollway Maintenance facilities.

28. **QUESTION:** Please confirm that the Tollway will provide fork lift service for unloading the many truckloads of guardrail at M-11?

RESPONSE: The Contractor shall be responsible for the loading, delivery, unloading, and placement of salvaged material at Tollway Maintenance facilities as directed by the Engineer.

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

RESPONSE: The Contractor shall obtain the necessary utility locates to perform their work.

30. **QUESTION:** JI631120 Traffic Barrier Terminal Type 2: How will the removal of the Type 2 Terminal be paid for?

RESPONSE: The Contractor should refer to Section 632 of the Standard Specifications for the removal of the traffic barrier terminal

31. **QUESTION:** JI213004 Exploratory Trench (Hand Excav) and JI213006 Exploratory Trench (Vacuum Excav): Will these two pay items be utilized in the event that a conflict becomes known during a normal utility locate for the ROW Fence and/or Guardrail, or will this work be paid on a force account basis?

RESPONSE: It is anticipated that the pay items JI213004 Exploration Trench, Utilities (Hand Excavation) and JI213004 Exploration Trench, Utilities (Vacuum Excavation) will be utilized to located utilities. This work will need to be coordinated and approved by the Engineer.

32. **QUESTION:** JI664305 ROW Fence: Please advise on allowable access point locations to access the ROW Fence, removal and installation.

RESPONSE: Contractor access shall follow the requirements of Special Provision 109 Working Hours and Prosecution of Work.

33. **QUESTION:** Item X0327229 Slide Gate: Please advise on the size of the gate. Stations suggest a 16' wide gate, please confirm.

RESPONSE: The size of the slide gate should provide a 16' opening. The Contractor shall follow the requirements for the Special Provision for Slide Gate.

34. **QUESTION:** Item X0327229 Slide Gate: Please provide a detail for this gate.

RESPONSE: The Contractor shall follow the requirements for the Special Provision for Slide Gate.

35. **QUESTION:** On page J-333A in the Addendum 1 for I-19-4490 it is stated that the contractor is responsible for completing the A-51 Earthwork Construction Plan and the A-53 Earthwork Final Construction Report, where are the forms located for review prior to bidding the project? Review of the forms will assist us in appropriately bidding that item for all time involved in preparing and creating the forms for the contractor.

RESPONSE: The "A-51 Earthwork Construction Plan" and "A-53 Earthwork Final Construction Report" forms will be on the Illinois Tollway's website. A link is provided below:

<https://www.illinoistollway.com/doing-business/construction-engineering/manuals-processes-guidelines#Construction%20and%20Materials>

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-19-4490
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 11/22/2019

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **December 10, 2019**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The following revised pages to the Contract Requirements are included with this Addendum and must be inserted into the Contract Proposal by the Bidder: CL-1R through CL-3R.
2. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Bid by the Bidder. The Bidder's attention is called to pages P-5R through P-7R, P-10R, and P-14R through P-18R which have been revised and included as part of the Schedule of Prices.
3. The following revised Special Provision pages are included in the Contract with this Addendum: iR, iiiR, ivR, viiR, J-8R, J-71R through J-75R, 103R, and 105R.
4. The following new Special Provision pages are included in the Contract with this Addendum: J-73A, J-75A through J-75F, J-333A through J-333B, and J-353A through J-353C.
5. The following revised Contract Drawings are included in this Addendum:
Volume 1 – Drawings 14, 101 through 108, and 114 through 117
Volume 2 – Drawing 301
6. The following new Contract Drawings are included in this Addendum:
Volume 1 – Drawings 14A through 14C and 217A through 217I
7. Revised Contract Drawings 7 through 10 will be issued to the successful Bidder. The revised drawings will reflect the quantity changes shown in the "Summary of Revisions to Pay Item Quantities" table included in this addendum.
8. The following revised Contract Drawings will be issued to the successful Bidder.
Volume 2 – Drawings 419 through 456
9. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on November 21, 2019 are included in this Addendum.
10. Additional environmental soil sampling boring logs and test results will be uploaded to the Online Plan Room as part of this Addendum.
11. Responses to Request for Information received from the Plan Holders are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1 Contract Requirements, Volume I, Advertisement, replace pages CL-1 through CL-3 with pages CL-1R through CL-3R (attached). This replacement contains the following revisions:

- 1.1. Bid Bond, Signature and Corporate Seal.

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
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	4,691	-585	4,106
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	1,585	-30	1,553
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	27	-12	15
	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	35	-28	7
*	20200100	EARTH EXCAVATION	CU YD	7,470	-460	7,010
*	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	4,510	-4,395	115
*	20400800	FURNISHED EXCAVATION	CU YD	8,655	+885	9,540
	50200100	STRUCTURE EXCAVATION	CU YD	1,173	-448	725
*	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	500	-500	0
*	66900400	SPECIAL WASTE GROUNDWATER DISPOSAL	GALLON	0	+500	500
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	0	+10	10
*	66900535	PRIORITY POLLUTANTS GROUNDWATER ANALYSIS	EACH	0	+6	6
*	66901000	BACKFILL PLUGS	CU YD	0	+50	50
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DAY	0	+180	180
*	JI201100	TREE STUMP REMOVAL	EACH	84	+50	134
*	JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,538	-6	1,532
*	JI211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	782	+401	1,183
*	JT202008	NON-SPECIAL WASTE DISPOSAL (TYPE 1)	TON	0	+14,740	14,740
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	0	+1	1
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	0	+1	1
*	JT900518	EMBANKMENT MODIFICATION	SQ YD	0	+7,994	7,994

* Denotes Special Provision

Change #2 Contract Requirements, Volume I, pages P-5 through P-7, P-10, and P-14 through P-18 replaced with pages P-5R through P-7R, P-10R, and P-14R through P-18R (attached). All P-Pages have been included for reference. This replacement contains the following revisions:

- 2.1. Revised quantities as noted in the SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES table above.
- 2.2. Added "*" to denote special provision for FURNISHED EXCAVATION (20400800).
- 2.3. Deleted the pay item NON-SPECIAL WASTE DISPOSAL (66900200).

- 2.4. Added the pay item SPECIAL WASTE GROUNDWATER DISPOSAL (66900400).
- 2.5. Added the pay item SOIL DISPOSAL ANALYSIS (66900530).
- 2.6. Added the pay item PRIORITY POLLUTANTS GROUNDWATER ANALYSIS (66900535).
- 2.7. Added the pay item BACKFILL PLUGS (66901000).
- 2.8. Added the pay item ON-SITE MONITORING OF REGULATED SUBSTANCES (66901002).
- 2.9. Added the pay item NON-SPECIAL WASTE DISPOSAL (TYPE 1) (JT202008).
- 2.10. Added the pay item EARTHWORK CONSTRUCTION PLAN (JT669030).
- 2.11. Added the pay item EARTHWORK FINAL CONSTRUCTION REPORT (JT669040).
- 2.12. Added the pay item EMBANKMENT MODIFICATION (JT900518).
- 2.13. Revised unit price of CONTRACTOR'S QUALITY PROGRAM (JT155001).
- 2.14. Revised the total amount of contractor's quality program and total amount of contingency work.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #3 Contract Requirements, Volume II, replace pages i, iii, iv, and vii with pages iR, iiiR, ivR, and viiR. This replacement contains the following revisions (attached):

- 3.1. Updates Special Provisions table of contents.

Change #4 Contract Requirements, Volume II, replace page J-8 with page J-8R. This replacement contains the following revisions (attached):

- 4.1. Revised the southern mile post limit to Mile Post 25.0 for Section S.P. 103.4.
- 4.2. Revised the northern mile post limit to Mile Post 25.0 for Section S.P. 103.5.

Change #5 Contract Requirements, Volume II, replace pages J-71 through J-73 with pages J-71R through J-73R. This replacement contains the following revisions (attached):

- 5.1. Updates the **EARTH AND ROCK EXCAVATION** special provision to be the Illinois Tollway version revised October 31, 2019.

Change #6 Contract Requirements, Volume II, add the following Special Provision J-73A. This new page contains the following information (attached):

- 6.1. **BORROW AND FURNISHED EXCAVATION (Illinois Tollway)**

Change #7 Contract Requirements, Volume II, replace pages J-74 through J-75 with pages J-74R through J-75R and add new pages J-75A through J-75F. These revised and new pages contain the following information (attached):

- 7.1. Replace UNCONTAMINATED SOIL DISPOSAL with **DISPOSAL OF REGULATED SUBSTANCES AND UNCONTAMINATED SOIL (Illinois Tollway)**

Change #8 Contract Requirements, Volume II, replace page J-103 with page J-103R. This revised page contains the following information (attached):

- 8.1. Updates the **SANITARY SEWERS** special provision to revise the testing requirements.

Change #9 Contract Requirements, Volume II, replace page J-105 with page J-105R. This revised page contains the following information (attached):

- 9.1. Updates the **SANITARY SEWERS JACKED IN PLACE** special provision to revise the testing requirements.

Change #10 Contract Requirements, Volume II, add the following Special Provision J-333A through J-333B. These new pages contain the following information (attached):

- 10.1. **EARTHWORK MANAGEMENT PLANS (Illinois Tollway)**

Change #11 Contract Requirements, Volume II, add the following Special Provision J-353A through J-353C. These new pages contain the following information (attached):

11.1. **EMBANKMENT MODIFICATION (Illinois Tollway)**

CHANGES TO THE CONTRACT DRAWINGS

Change #12 Contract Plans, Volume 1, Drawings 7 through 10. Summary of Quantities. These drawings contain the following changes (issued to the successful Bidder):

12.1. These drawings have been revised to reflect the changes summarized in Change #2.

Change #13 Contract Plans, Volume 1, Drawings 14 and 14A through 14C. Earthwork Summary Table. These revised and new drawings contain the following revisions (attached):

13.1. These drawings have been revised in its entirety.

Change #14 Contract Plans, Volume 1, Drawings 101 through 108 and 114 through 117. Tree Removal Plans. These drawings contain the following revisions (attached):

14.1. Revised tree removal schedules and plans to reflect trees that have been removed by a prior contract.

Change #15 Contract Plans, Volume 1, Drawings 217A through 217I. Environmental Soil Classification Plans. These new drawings contain the following (attached):

15.1. Environmental soil classifications and locations of environmental soil borings.

Change #16 Contract Plans, Volume 2, Drawing 301. Retaining Wall TS24.15R,SB(R) General Notes and Details. This drawing contains the following revisions (attached)

16.1. Revised bill of materials pay item 50200100 quantity.

Change #17 Contract Plans, Volume 2 Drawings 419 through 456. Cross Sections, FCWRD Ramp B. These new drawings contain the following revisions (issued to the successful Bidder):

17.1. Revised earthwork end areas to match changes shown in Change #13.

END OF ADDENDUM CHANGES

Documents Required with the Bid

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

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

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

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

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

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

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

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	4,106		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	1,553		
	20101200	TREE ROOT PRUNING	EACH	58		
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	15		
	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	7		
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	308		
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	923		
*	20200100	EARTH EXCAVATION	CU YD	7,010		
*	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	115		
*	20400800	FURNISHED EXCAVATION	CU YD	9,540		
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	250		
	20800150	TRENCH BACKFILL	CU YD	21,125		
	25100127	MULCH, METHOD 3A	ACRE	10.00		
D1	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	18		
	35102100	AGGREGATE BASE COURSE, TYPE B 9"	SQ YD	504		
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	1,175		
	40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	3		
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	85		
	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	2		
	40700100	BITUMINOUS MATERIALS (TACK COAT)	POUND	116		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	44000100	PAVEMENT REMOVAL	SQ YD	366		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	36		
	44004000	PAVED DITCH REMOVAL	FOOT	376		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	1,055		
	50102400	CONCRETE REMOVAL	CU YD	18		
	50200100	STRUCTURE EXCAVATION	CU YD	725		
	50200400	ROCK EXCAVATION FOR STRUCTURES	CU YD	3,818		
*	50300225	CONCRETE STRUCTURES	CU YD	183.1		
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	325.5		
	50300300	PROTECTIVE COAT	SQ YD	3,287		
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	376,320		
	52100510	ANCHOR BOLTS, 3/4"	EACH	8		
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	5,472		
	54003000	CONCRETE BOX CULVERTS	CU YD	105.2		
	542JA024	PIPE CULVERTS, CLASS A, 24" (JACKED)	FOOT	114		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	324		
*	55100700	STORM SEWER REMOVAL 15"	FOOT	32		
*	55100900	STORM SEWER REMOVAL 18"	FOOT	108		
*	55101100	STORM SEWER REMOVAL 21"	FOOT	16		
*	55101200	STORM SEWER REMOVAL 24"	FOOT	248		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	55101300	STORM SEWER REMOVAL 27"	FOOT	268		
*	55101800	STORM SEWER REMOVAL 42"	FOOT	64		
*	55101900	STORM SEWER REMOVAL 48"	FOOT	33		
	58700300	CONCRETE SEALER	SO FT	18.024		
	60223700	MANHOLE, TYPE A, 6' DIA, TYPE 1 FRAME, OPEN LID	EACH	2		
	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1		
	60255500	MANHOLES TO BE ADJUSTED	EACH	3		
	60500040	REMOVING MANHOLES	EACH	2		
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	36		
	63200310	GUARDRAIL REMOVAL	FOOT	125		
*	66900400	SPECIAL WASTE GROUNDWATER DISPOSAL	GALLON	500		
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	10		
*	66900535	PRIORITY POLLUTANTS GROUNDWATER ANALYSIS	EACH	6		
*	66901000	BACKFILL PLUGS	CU YD	50		
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DAY	180		
BDE	70300900	PAVEMENT MARKING TAPE, TYPE IV - LETTERS AND SYMBOLS	SQ FT	36		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	13,930		
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3	EACH	9		
	70600370	IMPACT ATTENUATORS, RELOCATE (SEVERE USE, NARROW), TEST LEVEL 3	EACH	3		
	72400320	REMOVE SIGN PANEL-TYPE 2	SQ FT	20		
	72400330	REMOVE SIGN PANEL-TYPE 3	SQ FT	140		
	72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	2		
	72700100	STRUCTURAL STEEL SIGN SUPPORT-BREAKAWAY	POUND	600		
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	32		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	73400100	CONCRETE FOUNDATIONS	CU YD	1.4		
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	2		
	73700200	REMOVE CONCRETE FOUNDATION-GROUND MOUNTED	EACH	2		
	78005100	EPOXY PAVEMENT MARKING-LETTERS AND SYMBOLS	SQ FT	36		
	78005110	EPOXY PAVEMENT MARKING-LINE 4"	FOOT	10,499		
	78005130	EPOXY PAVEMENT MARKING-LINE 6"	FOOT	7,577		
	78005150	EPOXY PAVEMENT MARKING-LINE 12"	FOOT	1,364		
	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	1,535		
*	X0320374	PLUG EXISTING SANITARY SEWERS	EACH	38		
*	X0322464	ABANDON AND FILL EXISTING SANITARY MANHOLE	EACH	1		
*	X0322584	REVTMENT MAT REMOVAL	SQ YD	750		
*	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1		
*	X0327036	BIKE PATH REMOVAL	SQ YD	496		
*	X0327229	SLIDE GATE	EACH	1		
D1	X0900075	COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK)	EACH	2		
*	X6026054	SANITARY MANHOLES TO BE REMOVED	EACH	12		
*	X6050500	REMOVE FRAME AND GRATE (SPECIAL)	EACH	4		
*	X6061460	PAVED DITCH (SPECIAL)	FOOT	19		
*	X6660410	REMOVE RIGHT-OF-WAY MARKERS	EACH	3		
*	XX007665	PROPOSED STORM SEWER CONNECTION TO EXISTING CULVERT	EACH	1		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	Z0018200	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	4		
*	Z0029604	HEADWALL REMOVAL	EACH	6		
*	JA553482	SANITARY SEWERS, RCP, 42", CLASS II	FOOT	823		
*	JA553483	SANITARY SEWERS, RCP, 42", CLASS III	FOOT	1,413		
*	JA553489	SANITARY SEWERS, JACKED IN PLACE, 42"	FOOT	920		
*	JA553492	SANITARY SEWERS, RCP, 48", CLASS II	FOOT	96		
*	JA553499	SANITARY SEWERS, JACKED IN PLACE, 48"	FOOT	353		
*	JA553502	SANITARY SEWERS, RCP, 60", CLASS II	FOOT	1,143		
*	JA553503	SANITARY SEWERS, RCP, 60", CLASS III	FOOT	2,553		
*	JA553504	SANITARY SEWERS, RCP, 60", CLASS IV	FOOT	1,976		
*	JA553507	SANITARY SEWERS, DUCTILE IRON PIPE, 60"	FOOT	107		
*	JA553509	SANITARY SEWERS, JACKED IN PLACE, 60"	FOOT	682		
*	JA553549	SANITARY SEWER REMOVAL, 42"	FOOT	367		
*	JA553550	SANITARY SEWER REMOVAL, 48"	FOOT	32		
*	JA553551	SANITARY SEWER REMOVAL, 60"	FOOT	1,739		
*	JA553552	ABANDON SANITARY SEWER, 42"	FOOT	2,919		
*	JA553553	ABANDON SANITARY SEWER, 48"	FOOT	350		
*	JA553554	ABANDON SANITARY SEWER, 60"	FOOT	4,413		
*	JA553555	FILL SANITARY SEWER, 42"	FOOT	195		
*	JA553557	FILL SANITARY SEWER, 60"	FOOT	439		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JA602600	SANITARY MANHOLE, TYPE B, 4' DIA, TYPE 1 FRAME, CLOSED LID	EACH	21		
*	JA602601	SANITARY MANHOLE, TYPE A, 5' DIA, TYPE 1 FRAME, CLOSED LID	EACH	7		
*	JA602602	SANITARY MANHOLE, TYPE A, 6' DIA, TYPE 1 FRAME, CLOSED LID	EACH	6		
*	JA602603	SANITARY MANHOLE, TYPE A, 7' DIA, TYPE 1 FRAME, CLOSED LID	EACH	12		
*	JA602604	SANITARY MANHOLE, TYPE A, 8' DIA, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	JA602606	SANITARY MANHOLE, TYPE A, 10' DIA, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	J1201100	TREE STUMP REMOVAL	EACH	134		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,532		
*	J1211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	1,183		
*	J1213002	EXPLORATORY POTHOLING, UTILITIES	EACH	25		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	800		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	800		
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	57,578		
*	J1406107	ASPHALT TACK COAT	POUND	213		
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	675		
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	100		
*	J1442129	CLASS B PATCHES, TYPE IV, 10 1/2 INCHES	SQ YD	204		
*	J1442900	DOWEL BARS FOR CLASS B PATCHES	EACH	59		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	409		
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	319		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	673		
*	J1485030	TEMPORARY PAVEMENT, CLASS 3	SQ YD	915		
*	J1503020	HIGH PERFORMANCE CONCRETE MOMENT SLAB STRUCTURES	CU YD	1,158.8		
*	J1521012	ANCHOR BOLTS, 1 3/4"	EACH	4		
*	J1522500	MECHANICALLY STABILIZED EARTH RETAINING WALL	SQ FT	9,277		
*	J1550120	TEMPORARY STORM SEWER, CLASS A, 24"	FOOT	248		
*	J1550122	TEMPORARY STORM SEWER, CLASS A, 27"	FOOT	268		
*	J1550130	TEMPORARY STORM SEWER, CLASS A, 48"	FOOT	46		
*	J1601300	PIPE UNDERDRAINS, 6" (SPECIAL)	FOOT	52		
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	FOOT	1,004		
*	J1602048	CATCH BASINS, TYPE G-3 (MODIFIED), TYPE G-2 FRAME AND GRATE	EACH	1		
*	J1602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH	3		
*	J1602119	CATCH BASINS, TYPE G-3, TYPE G-2 FRAME AND GRATE	EACH	2		
*	J1602184	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	2		
*	J1606010	GUTTER, TYPE G-2	FOOT	513		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	912.5		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	5		
*	J1633032	REMOVE AND RE-ERECT STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	1,850.0		
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	4,135		
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	10		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	17		
*	JI664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	10		
*	JI664340	STREAM CROSSING, TYPE 1	FOOT	46		
*	JI664400	RIGHT OF WAY FENCE REMOVAL	FOOT	2,480		
*	JI664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	701		
*	JI664615	TEMPORARY CHAIN LINK FENCE 8' SCREENING, TYPE 1	FOOT	5,769		
*	JI666010	RIGHT OF WAY MARKER	EACH	10		
*	JI668020	RIGHT OF WAY MARKER (SPECIAL)	EACH	3		
*	JI680004	HEADWALL TYPE I, 24"	EACH	1		
*	JI680103	SLOPED HEADWALL TYPE I, 15"	EACH	4		
*	JI660120	SLOPED HEADWALL TYPE III, 6", 1:3	EACH	1		
*	JI680145	SLOPED HEADWALL TYPE III, 24", 1:6	EACH	1		
*	JI704000	TEMPORARY CONCRETE BARRIER	FOOT	7,347		
*	JI704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2,171		
*	JI704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	675		
*	JI728010	TELESCOPING STEEL SIGN SUPPORT, BARRIER ASSEMBLY	EACH	1		
***	JI780145	EPOXY PAVEMENT MARKING-LINE 10"	FOOT	6,554		
*	JI781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	312		
*	JI782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	9		
**	JS107360	DUST CONTROL WATERING	UNIT	300		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	300		
**	JS121102	DRILL AND INSTALL EXPANSION ANCHORS, DOWEL BARS AND ANCHOR RODS	EACH	33		
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	667		
**	JS250318	SEEDING, CLASS 4F	ACRE	10.00		
**	JS250320	SEEDING, CLASS 5	ACRE	10.00		
**	JS250350	SEEDING, CLASS 7	ACRE	10.00		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	17		
**	JS280050	SILT FENCE	FOOT	4,832		
**	JS280051	RE-ERECT SILT FENCE	FOOT	1,208		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,857		
**	JS280100	SUPER SILT FENCE	FOOT	3,415		
**	JS280140	TEMPORARY RIPRAP	TQN	76		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	3,609		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	1		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	270		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	17		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	28.7		
**	JS734G10	FOUNDATION FOR ITS GANTRY FRAME	CU YD	21.6		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS810820	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	74		
**	JS810824	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	36		
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	1,332		
**	JS812025	CONDUIT EMBEDDED IN STRUCTURE, 3" DIA PVC	FOOT	48		
**	JS812027	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA, PVC	FOOT	15		
**	JS813016	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 36" X 36" X 10"	EACH	1		
**	JS813073	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 16" X 14" X 6"	EACH	3		
**	JS813097	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 36" X 36" X 10"	EACH	2		
**	JS821003	TEMPORARY LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400WATT	EACH	4		
**	JS830031	TEMPORARY WOOD POLE, 60 FT., CLASS 4, 15 FT MAST ARM	EACH	4		
**	JS830033	TEMPORARY WOOD POLE, 70 FT., CLASS 3	EACH	1		
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7FT) OR CONCRETE	EACH	1		
**	JS842080	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	4		
**	JS842105	POLE FOUNDATION, REMOVED	EACH	5		
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT134030	INTELLIGENT TRANSPORTATION SYSTEMS GANTRY SITE GROUNDING	EACH	1		
*	JT134037	ITS ELEMENT SITE GROUNDING - POLE MOUNTED ASSEMBLY	EACH	1		
*	JT134048	ITS ELEMENT SITE GROUNDING - ATM EQUIPMENT CABINETS	EACH	1		
*	JT160099	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, TORSION ASSIST, 48" X 72" X 36"	EACH	3		
*	JT160108	FURNISH HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, TORSION ASSIST, 48"X72"X36	EACH	24		
*	JT202008	NON-SPECIAL WASTE DISPOSAL (TYPE 1)	TON	14,740		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	597		
*	JT280500	SEDIMENT FILTER BAG	EACH	3		
*	JT280510	FLOC LOG	EACH	10		
*	JT280530	IN-LINE FLOCCULATION SYSTEM	EACH	1		
*	JT285055	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM, TYPE 1	SQ YD	210		
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	21		
*	JT503041	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	17		
*	JT599040	REMOVAL OF EXISTING NOISE ABATEMENT WALL	SQ FT	38,771		
*	JT599044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION	EACH	12		
*	JT599P01	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 1	L SUM	1		
*	JT599P02	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 2	L SUM	1		
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1		
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	100		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	50		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	2		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	1		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	1		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	30		
*	JT701062	TEMPORARY INFORMATION SIGNING- OVERHEAD MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	90		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	30		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	8		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	14		
*	JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	20		
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	144		
*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED	EACH	5		
*	JT726020	MILEPOST MARKER ASSEMBLY, BARRIER WALL MOUNTED	EACH	1		
*	JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	6		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	3,009		
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	312		
*	JT810876	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 2" DIA.	FOOT	2,390		
*	JT810878	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 3" DIA.	FOOT	247		
*	JT844010	REMOVE AND REINSTALL LIGHTING UNIT	EACH	1		
*	JT900518	EMBANKMENT MODIFICATION	SQ YD	7,994		
*	JT901101	DEWATERING	CAL MO	4		
TOTAL AMOUNT OF CORE WORK						

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	393,000.00	393,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	10,000	1.00	10,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20,000	1.00	20,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	1.00	20,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	1.00	20,000.00
*	JT154067	CONSTRUCTION ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	1.00	100,000.00
*	JT154150	ALLOWANCE FOR STEEL COSTS ADJUSTMENT	UNIT	30,000	1.00	30,000.00
*	JT154160	ALLOWANCE FOR FUEL COSTS ADJUSTMENT	UNIT	10,000	1.00	10,000.00
*	JT154161	ALLOWANCE FOR BITUMINOUS MATERIALS COSTS ADJUSTMENT	UNIT	20,000	1.00	20,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	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 REPAIR IMPACT ATTENUATORS, TEMPORARY 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)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(9,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(9,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(9,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(9,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(9,000.00)	
	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)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
		ADJUSTMENTS				
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOOR		15.00	
AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + TOTAL AMOUNT OF CONTINGENCY WORK						\$623,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
TOTAL AMOUNT OF CORE WORK + AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + TOTAL AMOUNT OF CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID						
BID CREDIT						
AWARD CRITERIA						

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

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

ILLINOIS STATE TOLL HIGHWAY AUTHORITY
SPECIAL PROVISIONS
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD)
SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS TO 55TH STREET AND 47TH STREET TO OGDEN AVENUE
M.P. 24.0 to M.P. 25.5 and M.P. 26.5 to M.P. 27.3

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S.P. 103 CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES

S.P. 103.1 CONTRACT COMPLETION DATE

The Contractor shall complete all work under this Agreement for the performance of Contract I-19-4490 on or before 11:59 p.m. on **September 15, 2021** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all utility work, roadway and bridge work, shoulder work, installation of permanent pavement markings, and establishment of the traffic lanes to the final proposed traffic lane configuration such that permanent lane closures are no longer required under this Agreement for the performance of Contract I-19-4490 on or before 11:59 p.m. on **August 6, 2021**.

S.P. 103.3 INTERIM COMPLETION DATE/DURATION

In order to complete the proposed work, the Contract requires that the outside southbound auxiliary lane be closed (as shown on Sheets MOT-28 to MOT-33) from the Hinsdale Oasis to Plainfield Road. The Contractor shall be allowed to close said southbound auxiliary lane for a maximum of **6 consecutive weeks (42 consecutive calendar days)** to complete all necessary sanitary sewer work (proposed, filling and abandonment) and pavement/shoulder restoration in the vicinity of Plainfield Road under this Agreement for the performance of Contract I-19-4490. The Contractor shall submit a schedule to the Engineer for approval for this lane closure identifying the specific closure duration up to the stated maximum.

S.P. 103.4 INTERIM COMPLETION DATE/DURATION

In order to complete the proposed work, the Contract requires that noise walls be removed, stored and re-erected at locations within the area between Mile Post 25.0 to Mile Post 27.3. The Contractor shall be allowed to have the noise walls removed, stored and re-erected for a maximum of **18 consecutive weeks (126 consecutive calendar days)** in order to complete all necessary work under this Agreement for the performance of Contract I-19-4490. The Contractor shall submit a schedule to the Engineer for approval for the noise wall removal, storage and re-erection duration up to the stated maximum.

S.P. 103.5 INTERIM COMPLETION DATE

The Contractor shall have completed all work necessary to complete all sanitary sewer work (proposed, filling and abandonment), retaining walls and noise walls between Mile Post 24.0 and 25.0 under this Agreement for the performance of Contract I-19-4490 on or before 11:59 p.m. on **November 6, 2020**.

EARTH AND ROCK EXCAVATION (ILLINOIS TOLLWAY)

Effective: October 29, 2012

Revised: October 31, 2019

DESCRIPTION

This work shall consist of the excavation and transportation of suitable excavated material to embankment locations throughout the limits of the contract, or the excavation, transportation, and disposal of excavated material according to Section 202 of the Standard Specifications except as modified herein. This work also includes the placement of material at embankment locations in accordance with the Illinois Tollway special provision for Embankment. This work does not include excavation for structures or channel excavation.

Revise Article 202.03 of the Standard Specifications to read:

“202.03 Removal and Disposal of Surplus, Unsuitable Materials, and Organic Waste. Suitable excavated materials of any moisture content shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unsuitable materials, and organic waste, in such a manner that public or private property will not be damaged or endangered. Suitable but excessively moist excavated materials if used for embankment may be treated in accordance with the Illinois Tollway special provision for Embankment to obtain the specified compaction levels.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Reclaimed asphalt pavement with no expansive aggregate (such as steel slag or blast furnace slag), or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill at the approval of the Engineer. In areas supporting roadway pavement and structures, the placement of reclaimed asphalt pavement shall only be allowed when ambient air temperature is 40°F and rising. If used in fills or embankments, these materials shall be processed, placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 feet of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. No material will be allowed for reuse within Tollway right-of-way but outside contract limits without prior approval from the Tollway in accordance with Article 107.22 of the Supplemental Specifications.

Excavated Soils are classified for disposal and are also classified for reuse or non-reuse in accordance with the Tollway Special provision “Disposal of Regulated Substances. Soils approved for reuse may be used for Embankment. Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill or otherwise disposed of as allowed by State or Federal laws and regulations.

Organic waste originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 inches.

When the Contractor proposes to dispose of uncontaminated surplus excavated material off the right-of-way, the Contractor shall obtain and file with the Engineer permission in writing, from the property owner, for the use of the property for this purpose. The approval of the proposed disposal site shall be according to Article 107.22 of the Illinois Tollway Supplemental Specifications. Any such disposal shall not create an unsightly or objectionable appearance or detract from the natural topographic features, nor be placed at an elevation higher than that of the adjacent roadway without permission from the Engineer.

A volume of excavated material from sewer trenches, electrical or ITS trenches, drainage structures, or other underground construction is shown on the plans for information. At the approval of the Engineer, this material may be placed within the right-of-way according to the Illinois Tollway special provision for "Embankment". Reuse of excavated material from trenches and drainage, electrical, or fiber structures or other underground construction is classified as Type 1, 2, 3, or 4, shall be in accordance with the Illinois Tollway special provision for Disposal of Regulated Substances and Uncontaminated Soil.

If unsuitable material is present at or below the finished grade, it shall be removed and replaced with suitable material as directed by the engineer. Unsuitable material shall be placed as approved by the Engineer within the right-of-way according to the Illinois Tollway special provision for "Embankment".

Revise the first paragraph of Article 202.07(b) to read as follows:

"(b) Measured Quantities. Earth and rock excavation will be measured in their original positions, and the volumes in cubic yards computed by the method of average end areas. The volume of any unsuitable material removed will be measured for payment in cubic yards."

Revise the second paragraph of Article 202.08 to read as follows:

"Removal and disposal of unsuitable material will be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL."

Revise the fourth paragraph of Article 202.08 to read as follows:

When the contract does not contain a pay item for removal and disposal of unsuitable material, hazardous waste, or non-special waste disposal (Type 1) and the item is required, it will be paid for according to Article 109.04 of the Illinois Tollway Supplemental Specifications

Pay Item Number	Designation	Unit of Measure
20200100	EARTH EXCAVATION	CU YD
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD

BORROW AND FURNISHED EXCAVATION (ILLINOIS TOLLWAY)

Effective: October 31, 2019

DESCRIPTION

This work shall consist of testing and excavating suitable material obtained from off site location(s) outside Tollway Rights of ways, approved by the Engineer, and transporting the material to various locations throughout the limits of the contract. The work shall be completed in accordance with Section 204 of the Standard Specifications except as follows;

Add the following to Article 204.02

The Contractor shall be responsible for all testing of the borrow material before removal of any Material from the borrow site. Testing shall include but not limited to:

- Standard Dry Density
- Organic Content
- Soil pH Level

One sample per 5,000 cubic yards of furnished material shall be analyzed for 35 Ill. Adm. Code 740 Appendix A Tables A through D Target Compound List (TCL) parameters. For all locations, the contractor shall supply only furnished material that does not exceed 35 Ill. Adm Code 742 Appendix B Table B Soil Remediation Objectives for the Industrial Commercial Ingestion and Inhalation Exposure Routes. In addition to meeting the Industrial Commercial requirements, for locations within a municipality that does not have an existing IEPA approved groundwater ordinance upon award of contract, the contractor shall supply only furnished material that does not exceed Ill. Adm Code 742 Appendix B Table B Soil Remediation Objectives for the Soil Component of the Groundwater Ingestion Exposure Route (Class I).

The contractor shall obtain written approval from the property owner in accordance with Article 107.22 of the Supplemental Specifications.

The Contractor shall be responsible for any additional Maintenance of Traffic, trucking, temporary erosion and sediment control, and permanent restoration that is associated with the use of the borrow site at no cost to the Tollway. The additional work will not be measured for payment but shall be included in the Contract unit price per cubic yard for FURNISHED EXCAVATION.

Pay Item Number	Designation	Unit of Measure
20400800	FURNISHED EXCAVATION	CU YD

DISPOSAL OF REGULATED SUBSTANCES AND UNCONTAMINATED SOIL (ILLINOIS TOLLWAY)

Effective: October 31, 2019

Replace Articles 669.01 through 669.09 of the Standard Specifications with the following:

Description. This work shall consist of the transportation and proper disposal of excavated soils based on characterization of materials. A regulated substance is any hazardous substance as defined under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (P.L. 96-510) and petroleum products including crude oil or any fraction thereof natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), but not including uncontaminated soil as defined in 35 Ill. Adm. Code 1100. Hazardous Waste and Disposal Type 1, as defined in Article 669.05, are regulated substances. Disposal Types 2, 3, and 4, as defined by Article 669.05, are uncontaminated soil and are not included in the definition of regulated substances.

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, sludge's, 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 and Qualifications. Prior to beginning earthwork, the Contractor shall adhere to requirements in special provision for Earthwork Management Plans (Illinois Tollway).

CONSTRUCTION REQUIREMENTS

669.04 Soils Monitoring. Soils Monitoring includes regulated substances monitoring during regulated substances management activities and field screening during uncontaminated soil disposal activities at the contract specific work areas.

(a) **Regulated Substances 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 for compliance with this special provision and A-51 ECP by qualified personnel. The qualified personnel shall be on-

site continuously during loading and haul-off of material containing regulated substances.

- (b) Field Screening. Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp), or a flame ionization detector (FID), and other equipment, as appropriate, only to monitor when loading soils anticipated for CCDD or Uncontaminated Soil Fill Operation (USFO) disposal and when approaching limits of non-special waste to ensure regulated substances are not included in soils that are eligible for CCDD or USFO disposal. The PID or FID 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 regulated substances 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 as non-special waste, special waste, or hazardous waste with the approval of the Engineer but shall in no case be used to decrease the limits.
- (c) Additional Sampling. If the contractor chooses to conduct additional soil sampling to better define the limits of uncontaminated soil for disposal at a CCDD or USFO facility, sampling shall be limited to such. Additional samples shall only be collected in areas between a CCDD eligible sample location and a non-CCDD eligible sample location. Sampling shall be consistent with the Illinois Tollway's sampling protocol as defined in Section 6.6 of the Environmental Studies Manual and Design Bulletin 19-1. Any LPC-663 forms prepared by the Contractor based on their sampling shall be signed and stamped by the Contractor or qualified firm. The Contractor shall provide a detailed sampling plan as part of the A-51 ECP to the Engineer for review and approval prior to any proposed sampling activities. 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 Excavated Soil and/or Groundwater Management and Disposal.

The management and disposal of excavated soil and/or groundwater shall be according to the following:

(a) Disposal of Excavated Soil:

Hazardous Waste. When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Adm. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed as Types 1 through 4, the soil shall be managed and disposed of off-site as a hazardous waste or special waste as applicable.

Type 1: Non-Special Waste. This material does not meet the requirements for disposal at a CCDD or USFO facility and any material that cannot be beneficially reused shall be disposed of as non-special waste.

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 Ill. Adm. Code 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 Ill. Adm. Code 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 Ill. Adm. Code 728.107 under land disposal restrictions of 35 Ill. Adm. Code 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.

Type 2: Polynuclear aromatic hydrocarbon analytical results exceed the most stringent MACs but do not exceed the MACs for a populated area in a

Metropolitan Statistical Area (MSA) county excluding Chicago AND the pH is between 6.25 and 9.0, inclusive. Any material that cannot be beneficially reused shall be disposed of at a CCDD or USFO facility within a populated area in an MSA county excluding Chicago.

A populated area, as defined by 35 Ill. Adm. Code 742.200, is an area within the boundaries of a municipality that has a population of 10,000 or greater based on the year 2000 or most recent census; or an area less than three miles from the boundary of a municipality that has a population of 10,000 or greater based on the year 2000 or most recent census.

Type 3: Inorganic analytical results exceed the most stringent MACs but do not exceed the MACs for an MSA County AND the pH is between 6.25 and 9.0, inclusive. Any material that cannot be beneficially reused shall be disposed of at a CCDD or USFO facility in an MSA county.

Type 4: Soil Analytical Results Do Not Exceed Most Stringent MACs and the pH is between 6.25 and 9.0, inclusive. Any material that cannot be beneficially reused shall be disposed of at a CCDD or USFO facility.

Regarding Type 2, Type 3, and Type 4 disposal, the information provided on the IEPA LPC-662 or LPC-663 forms was developed utilizing the Illinois Tollway's Sampling Plan Guidance. The IEPA LPC-662 or LPC-663 forms will be provided to the Engineer for coordination with the Contractor's chosen regulated receiving facilities. The Contractor is expected to use one or more of the Illinois Tollway's conditionally approved CCDD or USFO facilities. These facilities agreed the Illinois Tollway Sampling Plan Guidance provides sufficient data to accept material on the condition it meets the requirements of 35 Ill. Adm. Code 1100 and it is conditionally approved. The facilities maintain the right to reject loads based on PID screening, visual or other inspection. The Phase I and or Phase II Environmental Site Assessment is available on the Illinois Tollway's Online Plan Room for use by the Contractor in determining the contract's conditionally approved CCDD or USFO facilities. Should a Contractor elect to use an alternate facility for disposal, the Contractor shall be responsible for all testing, trucking, and tipping fees for proper disposal of all accepted loads and proper disposal of all rejected loads.

(b) Reuse of Excavated Soil

Soils Approved for Reuse: Contaminants of concern do not exceed the Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives for the Industrial Commercial Ingestion and Inhalation Exposure Routes, or the TACO Tier 1 Soil Remediation Objectives for the Soil Component of the Groundwater Ingestion Exposure Route (Class I).

Soils Approved with Restrictions: Approved for reuse only in municipalities with an existing IEPA approved groundwater ordinance. Contaminants of concern exceed the TACO Tier 1 Soil Remediation Objectives for the Soil Component of the

Groundwater Ingestion Exposure Route (Class I) but do not exceed the TACO Tier 1 Soil Remediation Objectives for the Industrial Commercial Ingestion and Inhalation Exposure Routes. The material shall only be beneficially reused within a municipality with an existing IEPA approved groundwater ordinance upon award of contract. The location of the approved groundwater ordinances are shown on the plans.

(<http://epadata.epa.state.il.us/land/gwordinance/index.asp>)

Soils Not Approved: Contaminants of Concern exceed the TACO Tier 1 Soil Remediation Objectives for the Industrial Commercial Ingestion or Inhalation Exposure Routes. Not approved for reuse on the Illinois Tollway system.

Whenever possible, the Contractor shall prioritize reuse of soil classified as non-special waste to minimize the volume of material disposed at a non-special waste disposal facility.

(c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Adm. 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 Subtitle D or C 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.

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 contractor shall obtain all documentation including any permits and/or Licenses required to transport the material containing regulated substances to the disposal facilities. 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 waste disposal approvals 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 excavated material that cannot be beneficially reused. The Contractor shall make all transport and disposal arrangements, so no excavated hazardous 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 Illinois Tollway's generator number. An authorized representative of the Illinois Tollway 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 Illinois Tollway 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 Illinois Tollway shall sign and date all non-special waste certifications. The Contractor shall be responsible for collecting landfill waste characterization sample(s) providing the results to the Engineer. required information that will allow the Engineer to certify the waste is not a special waste.

669.07 Temporary Staging. Temporary staging shall be conducted according to special provision for Earthwork Management Plans (Illinois Tollway).

669.08 Intentionally Left Blank

Remove Article 669.09 through Article 669.14

669.15 Method of Measurement.

Revised the first paragraph to read as follows;

Non-special waste (Type 1), special waste, and hazardous waste will be measured for payment in accordance with Article 202.07(b) when performing earth excavation and Article 502.12(b) when excavating for structures. At locations shown in the plan and confirmed by analytical testing, the trench volume will be measure for payment by using the maximum trench width permitted in the standard specifications and the actual depth of the trench. At locations shown in the plan and confirmed by analytical testing, the volume of excavation for drainage, electrical, or fiber structures will be measure for payment by using the maximum dimensions of hole permitted in the standard specifications and the actual depth of the structure. Material from over excavation beyond the specified limits will not be measured for payment.

The volume of excavation will be converted to tons using the following;

- Soil.....dry unit weight of 115.00 lbs. /sq. ft.
- Moisture content....10%

If, at the time the excavated material is weighed, it contains more than 10 percent of absorbed and free moisture by weight, a deduction for the amount of moisture in excess of this amount will be made in determining the pay quantity.

669.16 Basis of Payment. Regulated substances monitoring will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for ON-SITE MONITORING OF REGULATED SUBSTANCES.

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

The transportation and disposal of soil and other materials from excavation or incidental excavation up to the pay limits specified in the standard specifications that is determined to be regulated substances, will be paid for at the contract unit price per ton as NON-SPECIAL WASTE DISPOSAL (TYPE 1), or HAZARDOUS WASTE DISPOSAL.. The transportation and

disposal of soil and other material from an excavation and classified as either Type 2, Type 3, or Type 4 material will not be paid separately but included in the cost per cubic yard of EARTH EXCAVATION or included in the cost of the associated work item which price shall include PID verification, transportation, facility disposal fees. Rejected loads, will be returned to the project site and stockpiled at a location designated by the Engineer, at no additional cost to the Illinois Tollway.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon 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 109.04.

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

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.

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.

When the waste material for disposal requires sampling for landfill 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.

Pay Item Number	Designation	Unit of Measure
66900400	SPECIAL WASTE GROUNDWATER DISPOSAL	GALLON
66900530	SOIL DISPOSAL ANALYSIS	EACH
66900535	PRIORITY POLLUTANTS GROUNDWATER ANALYSIS	EACH
66901000	BACKFILL PLUGS	CU YD
66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DAY
JT202008	NON-SPECIAL WASTE DISPOSAL (TYPE 1)	TON

pipe and joints and the amount of cover over the joints and pipe sections.

CLEANING

All newly constructed sanitary sewer shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations at the time of final inspection in accordance with Section 32-11 of the Standard Specifications for Sewer and Water Construction in Illinois.. Cleaning shall only be performed when directed by the Engineer.

TESTING

Sanitary sewers shall be tested in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The Contractor shall test for acceptability by completing both tests A. Exfiltration of Air Under Pressure and E. Closed Circuit Televising.

METHOD OF MEASUREMENT

This work will be measured for payment in place in feet. When the sanitary sewer enters a manhole, the measurement shall end at the inside wall of the manhole.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot for SANITARY SEWERS of the material, class and diameter specified on the plans. The cost of the rubber gaskets, cleaning, testing and all other materials, equipment and labor required to construct, clean and test the sanitary sewers shall not be paid for separately but shall be included in the contract unit price for SANITARY SEWERS of the material, class and diameter specified on the plans.

Trench backfill shall be paid at the contract unit price per cubic yard for TRENCH BACKFILL.

Pay Item Number	Designation	Unit of Measure
JA553482	SANITARY SEWERS, RCP, 42", CLASS II	FOOT
JA553483	SANITARY SEWERS, RCP, 42", CLASS III	FOOT
JA553492	SANITARY SEWERS, RCP, 48", CLASS II	FOOT
JA553502	SANITARY SEWERS, RCP, 60", CLASS II	FOOT
JA553503	SANITARY SEWERS, RCP, 60", CLASS III	FOOT
JA553504	SANITARY SEWERS, RCP, 60", CLASS IV	FOOT
JA553507	SANITARY SEWERS, DUCTILE IRON PIPE, 60"	FOOT

CLEANING

After the sanitary sewer has been jacked into place, the sewer shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations at the time of final inspection by the Engineer in accordance with Section 32-11 of the Standard Specifications for Sewer and Water Construction in Illinois. Cleaning shall only be performed when directed by the Engineer.

TESTING

Sanitary sewers shall be tested in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The Contractor shall test for acceptability by completing both tests A. Exfiltration of Air Under Pressure and E. Closed Circuit Televising.

METHOD OF MEASUREMENT

This work will be measured in feet along the centerline of the sanitary sewer.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot for SANITARY SEWERS JACKED IN PLACE, of the size specified. The cost of the excavation, temporary earth retention systems, rubber gaskets, cleaning, testing and all other materials, equipment and labor required to construct, clean and test the sanitary sewers shall not be paid for separately but shall be included in the contract unit price for SANITARY SEWERS JACKED IN PLACE of the diameter specified on the plans.

The backfilling of the jacking and receiving pits will be measured and paid for separately as TRENCH BACKFILL.

Pay Item Number	Designation	Unit of Measure
JA553489	SANITARY SEWERS JACKED IN PLACE, 42"	FOOT
JA553499	SANITARY SEWERS JACKED IN PLACE, 48"	FOOT
JA553509	SANITARY SEWERS JACKED IN PLACE, 60"	FOOT

EARTHWORK MANAGEMENT PLANS (ILLINOIS TOLLWAY)

Effective: October 31, 2019

DESCRIPTION

This work shall consist of providing earthwork management plans for the earth and rock excavation, furnished material, borrow excavation, unsuitable excavation, topsoil, and embankment work including the excavation of incidental items, performance-based items, structure excavation and channel excavation.

REQUIREMENTS

General. The Contractor will be responsible for filling out the A-51 Earthwork Construction Plan (ECP) and A-53 Earthwork Final Construction Report (EFCR) forms as a minimum documentation of the items listed above.

As part of the A-51 ECP, the Contractor(s) or firm(s) performing the regulated substances monitoring, field screening, and/or additional sampling, as defined in special provision Disposal of Regulated Substances and Uncontaminated Soil, for over 300 cubic yards of earthwork excavation shall either be pre-qualified in Hazardous Waste (Simple or Advanced) by IDOT or demonstrate acceptable project experience in remediation and special waste operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using A-51 ECP.

The initial A-51 ECP will be required to be filled out at least 14 days prior to the first excavation on the project.

The Engineer will require up to 14 calendar days for review of the A-51 ECP. The review may involve rejection or revision and resubmittal; in which case, an additional 14 days will be required for each subsequent review. Earthwork shall not commence until the A-51 ECP has been approved by the Engineer. After approval, the A-51 ECP shall be revised and resubmitted to reflect changed conditions in the field.

The Contractor shall be responsible for tracking staging activities between generation, staging, sampling, testing, inspections, and final placement or disposal. Documentation pertaining to staging shall be included in the A-51 ECP to be approved by the Engineer.

The Illinois Tollway will not be responsible for any additional costs incurred, if mismanagement of the temporary staging area by the Contractor results in excess cost expenditure for disposal or other material management requirements.

The A-53 EFCR form shall be filled out prior and submitted to the Engineer for review and approval prior to the contract final completion date specified in SP 103.1.

Basis of Payment. The work of preparing, submitting, updating and administering an Earthwork Construction Plan will be paid for at the contract lump sum price for EARTHWORK

CONSTRUCTION PLAN.

The work of preparing and submitting and an Earthwork Final Construction Report will be paid for at the contract lump sum price EARTHWORK FINAL CONSTRUCTION REPORT.

Pay Item Number	Designation	Unit of Measure
JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM
JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM

EMBANKMENT MODIFICATION (ILLINOIS TOLLWAY)

Effective: May 15, 2017
Revised: October 18, 2019

DESCRIPTION

This work shall consist of the chemical treatment of suitable but excessively moist embankment soils that require modification using a chemical modifier.

MATERIALS

Materials shall be in accordance with Article 302.02 of the Standard Specifications.

EQUIPMENT

Equipment shall be in accordance with Article 302.03 of the Standard Specifications.

CONSTRUCTION REQUIREMENTS

General. The modified soil shall be constructed when the temperature of the soil, measured 6 inches below the surface is above 45 °F and ambient air temperature is above freezing and rising. The chemical modifier will not be applied to or mixed with frozen soil. The quantity of modified embankment constructed or treated must be limited to that which can be covered with subbase, base or pavement within the same construction season unless otherwise permitted by the Engineer.

Testing and Mix Design. The Contractor shall be responsible for all testing required to determine the chemical modifier type and optimum chemical modifier content. The chemical modifier selection, laboratory testing, and mix design shall be performed by a firm prequalified in Geotechnical Services by IDOT. Particle size analysis shall be performed on the untreated soil according to AASHTO T 88. The Standard Dry Density and the Optimum Moisture Content of the soil-chemical modifier mixture shall be determined according to AASHTO T 99 (Method C).

Lime shall be used as a modifier only when the soil has a minimum clay content of 15 percent, determined according to AASHTO T 88; and has a maximum organic matter content of 10 percent, determined according to AASHTO T 194.

Test results and the geotechnical consultant's recommendation for chemical modifier type and content shall be submitted to the Engineer prior to use. The source or type of chemical modifier shall not be changed during the progress of the work without approval of the Engineer. A change in source or chemical type shall require a new mix design.

Application of Modifier. The chemical modifier shall be applied uniformly as follows.

The surface of the grade shall be lightly scarified or disked prior to the distribution of the chemical modifier. Such disking must break down any soil lumps so that at least 75% of the soil

particles are less than one inch in any dimension. The chemical modifier must then be distributed uniformly over the surface. The Engineer may reject any application procedure which does not provide even distribution of the chemical modifier.

The chemical modifier must not be applied when wind conditions are such that blowing chemical modifier becomes objectionable to adjacent property owners or creates a hazard to air traffic or to vehicular traffic on adjacent highways as determined by the Engineer.

The spreading of chemical modifier must be limited to that amount which can be incorporated into the soil within the same working day.

The Contractor's Quality Control Plan shall include the methods to verify chemical modifier application of the design amount (oven dry basis), treatment thickness, and required compaction.

Mixing. The chemical modifier, soil and water (if necessary) must be thoroughly blended by rotary speed mixers or a disk harrow. The mixing must continue until it has been determined by the Engineer that a homogeneous layer of the required thickness has been obtained. The loose thickness of a single layer of modified soil must not exceed 8 inches if a disk harrow is used, or 14 inches if a rotary speed mixer is used.

Compaction. Compaction of soil modified with fly ash shall be completed no later than one hour after mixing begins.

Compaction of soil modified with hydrated lime or by-product non-hydrated lime shall be completed within the same day.

The modified soil shall be compacted to a minimum dry density, maximum moisture content, and stability in accordance with the Illinois Tollway special provision for Embankment. Aeration by means of further mixing, or the addition of water and further mixing, may be required by the Engineer to achieve the required compaction.

METHOD OF MEASUREMENT

This work will be measured for payment in embankment lift areas in square yards, complete in place.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard completed in place for EMBANKMENT MODIFICATION.

The chemical modifier will not be measured for payment.

Pay Item Number	Designation	Unit of Measure
JT900518	EMBANKMENT MODIFICATION	SQ YD



Capital Program

MEETING MINUTES

PROJECT NUMBER/NAME: I-19-4490 – FCWRD Sewer Relocation
 MEETING PURPOSE: Pre-Bid Meeting
 MEETING DATE/TIME: November 21, 2019 1:00 PM
 CHAIRPERSON: Jeff Allen
 LOCATION: Illinois Tollway Central Administration Building, Conference Room 175

ATTENDEES: See attached sign in sheet.

PREPARED BY: Kyle Duffy
 ISSUE DATE: November 22, 2019

Item No.	Item Description	Responsibility	Due Date
1.0	Introduction	n/a	n/a
2.0	Safety Minute	n/a	n/a
3.0	Scope of Work	n/a	n/a
4.0	Diversity Goals	n/a	n/a
5.0	Disclosures and Certifications for Contractor(s)	n/a	n/a



Capital Program

MEETING MINUTES

	<u>INSTRUCTIONS AND INFORMATION TO BIDDERS</u> for additional information.		
6.0 Project Schedule	6.1 Bid Opening – December 10, 2019, 10:30 AM 6.2 S.P. 104 – Notice to Proceed after award, no earlier than April 2, 2020 6.3 S.P. 103.1 – Contract Completion Date – September 15, 2021 6.4 S.P. 103.2 – Substantial Completion Date – August 6, 2021 6.5 S.P. 103.3 – Interim Completion Date/Duration – 6 Consecutive Weeks (SB Auxiliary Lane at Plainfield Road) 6.6 S.P. 103.4 – Interim Completion Date/Duration – 18 Consecutive Weeks (Noise Wall Removal and Re-erection) 6.7 S.P. 103.5 – Interim Completion Date – November 6, 2020 (For work south of Hinsdale Oasis, relating to coordination with Contract I-19-4491)	n/a	n/a
7.0 Liquidated Damages	7.1 S.P. 105.1.1 – Beyond Contract Completion date, \$9,000.00 per day 7.2 S.P. 105.1.2 – Beyond Substantial Completion date, \$9,000.00 per day 7.3 S.P. 105.1.3 – Beyond Interim Completion Date/Duration, \$9,000.00 per day 7.4 S.P. 105.1.4 – Beyond Interim Completion Date/Duration, \$9,000 per day 7.5 S.P. 105.1.5 – Beyond Interim Completion Date, \$9,000 per day	n/a	n/a
8.0 Cooperation with Utilities	8.1 Status of Utilities – Contractor is responsible to coordinate with all applicable utilities. 8.2 S.P. 106.10 – Coordination with ComEd – Anticipated relocation by June 30, 2020. Relocation along I-55 Ramp B 8.3 S.P. 106.11 – Coordination with Nicor – Anticipated relocation by October 30, 2020. Relocation at 55 th Street	n/a	n/a
9.0 Coordination with Agencies	9.1 S.P. 106.1 – IDOT Highway Permit needed to perform work at 55th Street 9.2 S.P. 106.8 – Coordination with other Contractors <ul style="list-style-type: none"> • I-19-4491 I-55 Ramp A and Ramp N Reconstruction • I-18-4428 BNSF Bridge Reconstruction over I-294 • I-18-4438 Advanced ITS Relocation, Fiber Optic Communication System Relocation 	n/a	n/a
10.0 Working Hours and Prosecution of the Work	10.1 Included in S.P. 109 10.2 Contractor shall establish construction site access from Tollway. If required, the use of the local road system in Western Springs, Burr Ridge, or Hinsdale shall be discussed and coordinated with the Engineer.	n/a	n/a
11.0 Right of Way	11.1 Included in S.P. 118 11.2 Parcels Projected to be Acquired by 7/1/20: <ul style="list-style-type: none"> • TW-5-16-018 (Sta. 1300+00 to 1315+00, RT) • TW-5-16-103 (Sta. 1430+00, LT) • TW-5-16-142 (Sta. 1295+00 to 1307+00, RT) 11.3 All other parcels projected to be acquired by NTP (4/2/20)	n/a	n/a
12.0 Addendum No. 1	12.1 Pre-Bid Meeting Minutes 12.2 Disposal of Regulated Substances and Uncontaminated Soil	n/a	n/a



Capital Program

MEETING MINUTES

	<p>12.3 Earthwork Management Plans 12.4 Embankment Modification 12.5 Tree and Stump Removal quantities based on existing site conditions 12.6 Revised SP for Sanitary Sewer Testing Requirements 12.7 Environmental soil borings and test data uploaded to online plan room 12.8 Updates to P-Pages</p>		
<p>13.0 Bidder Questions Received to Date</p>	<p>The following questions were received prior to the pre-bid meeting:</p> <p>13.1 Question: "...it is assumed that Testing Method E. Closed Circuit Televising (CCTV) will be an acceptable method of testing this sewer. Please confirm." Answer: Sanitary sewers shall be tested in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The Contractor shall test for acceptability by completing both tests A: Exfiltration of Air Under Pressure and E: Closed Circuit Televising (CCTV). The Special Provisions were revised as part of this Addendum to reflect these testing requirements.</p> <p>13.2 Question: Can the Tollway please provide the Environmental Site Assessment reports that are said to be available on the Online Plan Room, per the Uncontaminated Soil Disposal specification? Answer: Addendum No. 1 will include Soil Management Plans and revised specifications, pay items and quantities that reflect soil testing received by and preliminary reviewed by the Tollway. These environmental soil borings and test data will be available on the Online Plan Room. The Environmental Site Assessment report will be issued to the successful bidder.</p> <p>13.3 Question: Due to the restrictions of work area within the project can the Tollway please provide a location to temporarily stockpile topsoil for respreads? Answer: It is suggested that the contractor temporarily stockpile topsoil at parcel TW-5-16-018 (approximate Station 1305+00, Right). This parcel is projected to be acquired by 7/1/2020 per SP 118.</p>	n/a	n/a
<p>14.0 Open Discussion</p>	<p>14.1 Questions are to be sent to Illinois Tollway, attention Jeff Allen, email jallen@getipass.com to be received no later than 2:00 pm local time on December 3, 2019</p> <p>14.2 It was noted that files have been re-uploaded to the Online Plan Room to rectify any issues with corrupt files that may have been encountered.</p> <p>The following question was asked during the Pre-Bid Meeting:</p> <p>14.3 Question: Will Value Engineering Proposals be allowed after bid for alternative pipe products and if so, who should the Value Engineering proposal be directed to? Answer: Yes, Value Engineering Proposals may be submitted as outlined in the Illinois Tollway ISO Procedures. Value Engineering Proposals shall be prepared by the Contractor and directed to the Engineer.</p>	n/a	n/a

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



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4490

MEETING DATE/TIME: Thursday November 21, 2019 1:00 PM

CHAIRPERSON: Jeff Allen, Tollway

LOCATION: Tollway Central Administration Building Conference Room 175

ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Clarita Lao	Deputy Chief	ISTHA	630-241-6800 ext 3955	clao@getipass.com
2.	Lanyea Griffin	DPM	ISTHA	630-241-6800 ext 3873	lgriffin@getipass.com
3.	Jeff Allen ✓	PM <i>JA</i>	ISTHA	630-241-6800 ext 3942	jallen@getipass.com
4.	Deanna Dinkel	Diversity	ISTHA	630-241-6800 ext 3294	ddinkel@getipass.com
5.	Richard Young	Specifications	GEC	847-494-8287	ryoung@knightea.com
6.	Ryan Hanks	Systemwide Project Manager	GEC		ryan.hanks@wsp.com
7.	John Stevens ✓	Construction Manager	PMO	630-241-6800 ext 3879	jstevens@getipass.com
8.	Jim Mayer	Engineering Manager	PMO	312-402-0984	jmayer@getipass.com
9.	Mark Kazich	Project Development	GEC	630-241-6800 ext 4126	mkazich@getipass.com
10.	Laura Durkin	General Manager	ISTHA	630-241-6800 ext 3802	ldurkin@getipass.com
11.	Kristen Hamilton	Diversity	ISTHA	630-241-6800 ext 3295	khamilton@getipass.com
12.	Lisa Pierotti	Contract Administrator	ISTHA	630-241-6800 ext 3362	lpierotti@getipass.com
13.	Graciela Gomez	Contract Administrator	ISTHA		ggomez@getipass.com
14.	Cindy Williams	Deputy Chief of Program Implementation	ISTHA	630-241-6800 ext 4944	cmwilliams@getipass.com
15.	Dan Gancarz	Materials Engineer	ISTHA		dgancarz@getipass.com
16.	Ryan Macander	OR	Omega		rmacander@omegaassociates.com
17.	Catherine Kibble	OR	Omega		ckibble@omegaassociates.com
18.	Michael Wiater	CCM	Omega		mwiateromegaassociates.com
19.	Matt Lehan ✓	DCM	AECOM	630-225-4418	Matt.lehan@aecon.com



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: Pre-Bid Meeting / I-19-4490

MEETING DATE/TIME: Thursday November 21, 2019 1:00 PM

	Name	Title	Company/ Organization	Phone Number	Email
20.	Chris Bonus ✓	DSE	TranSystems	847-407-5301	cbonus@transystems.com
21.	Kyle Duffy ✓	DSE	TranSystems	847-407-5277	kmduffy@transystems.com
22.	Valencia P. H.		Tollway		
23.	Anthony Swallow	President	Swallow Const.	630 512-9900	BOB@SWALLOW CONSTRUCTION.NET
24.	John Stearns	PRO	HNTB	X-4179	jstearns@hntb.com
25.	Doug Nichere	DIV. MGR	SUPERIOR CONST.	219-757-0850	DNICHERE@SUPERIORCONST ILLINOIS.COM
26.	Daniel Tschiniak	Estimator	Dunnet Bay CONST.	630/539-1200	dan.tschiniak @dunnetbay.net
27.	Jim Kowalewski	ESTIMATOR	FH FASCHEN	773-444-3474	JKOWALEWSKI@ FH FASCHEN.COM
28.	JASON WONG	ESTIMATOR	WALSH	312.651.6951	JWONG@WALSHGROUP.COM
29.	Trent Falkner	RSM	Infra Pipe Solutions	630-335-3236	trent.falkner@infrapipe corp
30.	Liz Aderton	Est	Martam	847-606-6500	LIZ@MARTAM.COM
31.	DOUG ABBEY	P.M.	BOLDER CONTRACTORS		
32.	Slate Jankowski	P.M.	Benchmark Construction	630-497-1700 ext. 255	dominick.f@bmkb.com
33.	Brian Broderick	P.M.	Angus Tyler Construction	815-726 1090	bbroderick@angus-tyler.co
34.	SHAMEK AMIN	ESTIMATOR	JUDLAW	630-387- 6040	SHAMEK.AMIN@OHANA.COM
35.	PAT MCKIERNAN	P.M.	JOEL KENNEDY CONST.	847-360- 8080	PAT.MCKIERNAN@JKECHICAGO.COM
36.	MICHAEL PATTI	ESTIMATOR	JOEL KENNEDY CONST. CORP.	847.360.8080	mike.patti@jkechicago.com
37.	Marlana Vuk	Tollway	TOLLWAY		
38.	Zac Pescetto	P.M.	PAN-OCEANIC	630.800. 7882	ZAC@PAN-OCEANIC INC.COM
39.	Mo Faraj	Tollway	Tollway	X 4932	mfaraj@gutipus.com
40.	Michael Brink	STR Eng	Tollway	x 4824	mbrink@gutipus.com
41.					
42.					
43.					
44.					

**REQUEST FOR INFORMATION RECEIVED FROM PLAN HOLDERS
CONTRACT I-19-4490
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: November 22, 2019

NOTICE TO PLAN HOLDERS

1. **QUESTION:** For the sanitary sewer installation, special provision sheet J-103 states "Sanitary sewers shall be tested in accordance with Division III of the Standard Specifications for Water and Sewer Main Construction in Illinois.". When referencing the SSWSMC, Section 31-1.12 states "The method(s) of testing shall be specified in the Special Provisions or on the Plans.". Since no clear method of testing is provided, and given the size and type of pipe used for this sanitary sewer, it is assumed that Testing Method E. Closed Circuit Televising (CCTV) will be an acceptable method of testing this sewer. Please confirm.

RESPONSE: Sanitary sewers shall be tested in accordance with Section 31-1.12 of the Standard Specifications for Water and Sewer Main Construction in Illinois. The Contractor shall test for acceptability by completing both tests A: Exfiltration of Air Under Pressure and E: Closed Circuit Televising (CCTV). The Special Provisions were revised as part of this Addendum to reflect these testing requirements.

2. **QUESTION:** Can the Tollway please provide the Environmental Site Assessment reports that are said to be available on the Online Plan Room, per the Uncontaminated Soil Disposal specification?

RESPONSE: Addendum No. 1 will include Soil Management Plans and revised specifications, pay items and quantities that reflect soil testing received by and preliminary reviewed by the Tollway. These environmental soil borings and test data will be available on the Online Plan Room. The Environmental Site Assessment report will be issued to the successful bidder.

3. **QUESTION:** Due to the restrictions of work area within the project can the Tollway please provide a location to temporarily stockpile topsoil for respreads?

RESPONSE: It is suggested that the contractor temporarily stockpile topsoil at parcel TW-5-16-018 (approximate Station 1305+00, Right). This parcel is projected to be acquired by 7/1/2020 per SP 118.

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PART I - INSTRUCTIONS

Bid Schedule and Information

A-1

Construction Bid Checklist

CL-1 – CL-3

Instruction and information to Bidders

I-1 – I-10

**THE ILLINOIS STATE TOLL HIGHWAY TOLLWAY
ADVERTISEMENT FOR SEALED BIDS
Bid Schedule and information for
CONTRACT NO: I-19-4490**

Sealed bids 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 10, 2019, at which time the bids will be opened, and the bids read aloud.

An optional pre-bid meeting is scheduled for November 21, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 1:00pm.

The work to be done under this contract shall be started on or about April 2, 2020. All work under this contract shall be completed by September 15, 2021.

The work under this contract shall consist of: The work under this contract includes, but is not limited to: relocation of portions of the Flagg Creek Water Reclamation District (FCWRD) sanitary sewers along I-294, between Mile Post 24.0 and Mile Post 25.5, and between Mile Post 26.5 and Mile Post 27.3, including installation of new storm and sanitary sewers, manholes, and junction chambers; jacking of proposed sewers; removal and/or abandonment of existing sewers and manholes; removal and replacement of shoulders as necessary; mainline pavement patching as necessary; drainage improvements; permanent and temporary erosion control measures; noise abatement wall removal and replacement; retaining wall and noise wall construction; pavement marking and signing; ITS and lighting; culvert extension; guardrail installation and maintenance of traffic.

The following work will require design by the Contractor as it is included in this Contract as a performance specification: noise abatement walls.

The work under this contract is to be performed on: The improvements to be constructed under this Contract I-19-4490 shall be performed along the Tri-State (I-294) Tollway between Mile Post 24.0 and Mile Post 25.5, and between Mile Post 26.5 and Mile Post 27.3, 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 no more than three (3) individually IDOT pre-qualified members.

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the contract documents. Copies of the plan's special provisions bid forms and other contract documents for this contract are available from BHF 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 BHF Digital Imaging. The current Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the IDOT website. Electronic copies of the contract documents are also available on compact disk (CD) from BHF 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 BHF 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 jallen@getipass.com, to be received no later than 2:00 p.m. local time on December 3, 2019.

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%) percent 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 Tollway.

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

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

DATE: November 5, 2019

I-19-4490

Mantain Construction, Inc

Documents Required with the Bid

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

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

Bid Bond, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.	✓
Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	✓
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	✓

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

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

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

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

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

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

Bids will be received by the Illinois State Toll Highway Tollway 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. BID GUARANTY

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

7. WAGE STIPULATIONS

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus 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/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer

to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements 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 15th** of the following month.
- Payroll records must be kept for five (5) years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for four (4) years with no right to a hearing.

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

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

8. NON-COLLUSION AFFIDAVIT

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

9. **QUALIFICATIONS OF BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **TOLLWAY POWER AND FUNDS**

The Illinois Tollway has been created and derives its power and Tollway under and pursuant to "An Act in relation to the construction, operation, regulation and maintenance of a system of toll highways, and to create the Illinois State Toll Highway Tollway, 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 Tollway 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.

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

If you intend to submit a computer-generated bid, it must be in a 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 General Services eProcurement System BidBuy (<https://bidbuy.illinois.gov>), referred to as "BidBuy". Procurement information may not be available in any other form or location. Bidder is responsible for monitoring BidBuy. The State will not be held responsible if bidder fails to monitor BidBuy, or to fully complete their vendor registration in BidBuy.

23. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the IDOT Standard Procurement Rules 44 ILL ADM 6.390 through 6.440. All protests shall be in writing and filed with the CPO within seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the seven (7) calendar day period will not be considered. In addition, protests that raise issues of fraud, corruption or illegal acts affecting specifications, special provisions, supplemental specifications and plans must be received by the CPO no later than fourteen (14) calendar days before the date set for opening of bids. The Protest Review Office information is as follows:

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

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399
Illinois Relay: (800) 526-0844

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

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

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

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

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

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

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

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- **CONSTRUCTIONWORKS PROGRAM**

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

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

- **EARNED CREDIT PROGRAM**

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

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

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

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

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

31. **REPORTING OF COMMUNICATIONS WITH VENDORS**

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

32. **INITIAL CONTACT INFORMATION**

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

33. **WEB-BASED PROJECT MANAGEMENT**

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

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

34. **SUBCONTRACTOR DISCLOSURE**

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

35. **PROCUREMENT COMPLIANCE MONITORS**

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 twenty-one (21) days following any change in facts or circumstances that might impact the contractor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include but are not limited to changes in the Contractor's Certification/Disclosure Forms, the contractor's IDOT pre-qualification status, or certification or licensing required for this project. Additionally, the contractor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the contractor, or any of its principals, that might occur while this contract is in effect. The reporting requirement does not apply to common offenses, including but not limited to minor/traffic offenses.

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

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

39. **RECORD RETENTION AND AUDIT**

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

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

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

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

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

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

40. **INSPECTOR GENERAL**

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

41. **ACCEPTANCE OF SCANNED SIGNATURES**

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

42. **EXPATRIATED ENTITIES**

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

PART II: Bid Requirements

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



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

Trade Title	Region	Type	Class	Base Wage	Fore-man 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 FNISHER	ALL	BLD				1.5	1.5	2			0.00	
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				1.5	1.5	2	7.05	8.95	1.85	
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
PILEDRIER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	████████	17.85	0.00	████████
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	████████	████████	1.5	1.5	2	████████	████████	0.00	████████
TRAFFIC SAFETY WRKR	ALL	HWY	33.50	████████	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	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 scuffing equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY TOLLWAY

BID

CONTRACT NO. I-19-4490

Bids will be received by The Illinois State Toll Highway Tollway at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, December 10, 2019 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY TOLLWAY:

The work under this Contract shall consist of: The work under this contract includes, but is not limited to: relocation of portions of the Flagg Creek Water Reclamation District (FCWRD) sanitary sewers along I-294, between Mile Post 24.0 and Mile Post 25.5, and between Mile Post 26.5 and Mile Post 27.3, including installation of new storm and sanitary sewers, manholes, and junction chambers; jacking of proposed sewers; removal and/or abandonment of existing sewers and manholes; removal and replacement of shoulders as necessary; mainline pavement patching as necessary; drainage improvements; permanent and temporary erosion control measures; noise abatement wall removal and replacement; retaining wall and noise wall construction; pavement marking and signing; ITS and lighting; culvert extension; guardrail installation and, maintenance of traffic.

The following work will require design by the Contractor as it is included in this Contract as a performance specification: noise abatement walls.

The work under this Contract is to be performed on: The improvements to be constructed under this Contract I-19-4490 shall be performed along the Tri-State (I-294) Tollway between Mile Post 24.0 and Mile Post 25.5, and between Mile Post 26.5 and Mile Post 27.3, 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 Tollway 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 Tollway, and the following addenda issued thereto:

Addendum No. 1 Date 11-22-19
Addendum No. 2 Date 12-5-19
Addendum No. Date

Addendum No. _____ Date _____

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

Accompanying this bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on _____, Bank, for \$_____, payable to The Illinois State Toll Highway Tollway, or
- (b) A Bid Bond in favor of the Tollway for \$ 570 _____, 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 Tollway, and the undersigned should fail to execute a contract with and furnish the security required by the Tollway, as set forth in the Standard Specifications, within ten (10) days after receipt of notice of the acceptance of the bid, such draft or check shall become the property of the Tollway, or if a bid bond has been submitted, the principal amount of said bid bond shall become immediately due and payable to the Tollway; otherwise the Bid Guarantee will be returned to the bidder upon written request, as soon as the contract and contract bonds have been executed. If a bid guaranty is secured by a check, the check will be returned to the bidder.

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its bid for the construction of The Illinois State Toll Highway Contract I-19-4490, hereby stipulates that, if awarded a contract on said bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a contract be entered into under said bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said contract as provided by law.

It is understood that the quantities of work and material shown herein in the Schedule of Prices of the bid are approximate only and are subject to increase or decrease as provided in the 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 Tollway and included in the contract documents, with a corporate surety acceptable to the Tollway and authorized to do business in the State of Illinois, conditioned as stated in said bonds.

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

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

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

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

The undersigned is (check one)

an individual

a Partnership

a Corporation under the laws of the State of Illinois

having principal office at 1200 Cassket Dr. Elgin, IL and has furnished to the Tollway the necessary evidence of Tollway to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 9 day of December 2016 by its President, thereunto duly authorized.



(SEAL)

(SEAL)

Affix Corporate Seal BY:
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name Address

Name Address

Name Address

INCORPORATED:

Robert Kutrovatz

President

Dennis Kutrovatz

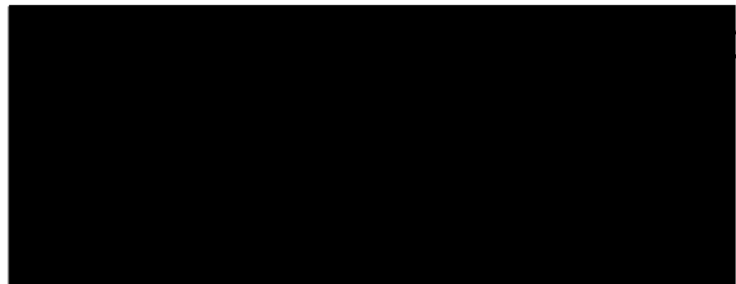
Vice-President

Jerry Kutrovatz

Secretary

Tony Coeschke

Treasurer



Address

Bid Notes

Each bid solicitation will have a contract-specific Bid Credit Cap on the amount of Bid Credit that can be applied to the contract. This particular solicitation has a Bid Credit cap of \$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 P-pages.
- C. Base Bid will be calculated as: Total Amount of Core Work + Contractor's Quality Program + Total Amount of Contingency Work
- D. Bid Credit is to include the total amount of Bid Credits applied to the bid
- E. Award Criteria will be calculated by the Illinois Tollway and will be calculated as follows: Base Bid minus Bid Credit.

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. I-19-4490 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	4,106	15.00	\$ 61,590.00
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	1,553	18.00	\$ 27,954.00
	20101200	TREE ROOT PRUNING	EACH	58	70.00	\$ 4,060.00
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	15	50.00	\$ 750.00
	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	7	70.00	\$ 490.00
	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	308	3.00	\$ 924.00
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	923	3.00	\$ 2,769.00
*	20200100	EARTH EXCAVATION	CU YD	7,010	33.15	\$ 232,381.50
*	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	115	42.78	\$ 4,919.70
	20400800	FURNISHED EXCAVATION	CU YD	9,540	0.10	\$ 954.00
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	250	37.43	\$ 9,357.50
	20800150	TRENCH BACKFILL	CU YD	21,125	37.17	\$ 785,216.25
	25100127	MULCH, METHOD 3A	ACRE	10.00	2,200.00	\$ 22,000.00
D1	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	18	67.07	\$ 1,207.26
	35102100	AGGREGATE BASE COURSE, TYPE B 9"	SQ YD	504	14.97	\$ 7,544.88
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	1,175	0.01	\$ 11.75
	40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	3	838.80	\$ 2,516.40
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	85	243.00	\$ 20,655.00
	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	2	1,236.50	\$ 2,473.00
	40700100	BITUMINOUS MATERIALS (TACK COAT)	POUND	116	0.01	\$ 1.16

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 65TH STREET (MP 25.6) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	44000100	PAVEMENT REMOVAL	SQ YD	366	30.68	\$ 11,228.88
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	36	24.50	\$ 882.00
	44004000	PAVED DITCH REMOVAL	FOOT	376	49.25	\$ 18,518.00
	44004250	PAVED SHOULDER REMOVAL	SQ YD	1,055	19.43	\$ 20,498.65

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 65TH STREET (MP 25.5) AND 47TH STREET (MP 26.6) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	50102400	CONCRETE REMOVAL	CU YD	18	384.98	\$ 6,929.64
	50200100	STRUCTURE EXCAVATION	CU YD	725	10.69	\$ 7,750.25
	50200400	ROCK EXCAVATION FOR STRUCTURES	CU YD	3,827	149.79	\$ 573,246.33
*	50300225	CONCRETE STRUCTURES	CU YD	183.1	2,150.00	\$ 393,665.00
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	325.5	802.05	\$ 261,067.28
	50300300	PROTECTIVE COAT	SQ YD	3,287	1.60	\$ 5,259.20
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	376,320	1.46	\$ 549,427.20
	52100510	ANCHOR BOLTS, 3/4"	EACH	8	150.00	\$ 1,200.00
	52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	5,472	1.00	\$ 5,472.00
	54003000	CONCRETE BOX CULVERTS	CU YD	105.2	695.11	\$ 73,125.57
	542JA024	PIPE CULVERTS, CLASS A, 24" (JACKED)	FOOT	114	2,323.12	\$ 264,835.68
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	324	68.83	\$ 22,300.92
*	55100700	STORM SEWER REMOVAL 15"	FOOT	32	10.00	\$ 320.00
*	55100900	STORM SEWER REMOVAL 18"	FOOT	108	10.00	\$ 1,080.00
*	55101100	STORM SEWER REMOVAL 21"	FOOT	16	10.00	\$ 160.00
*	55101200	STORM SEWER REMOVAL 24"	FOOT	248	10.00	\$ 2,480.00
*	55101300	STORM SEWER REMOVAL 27"	FOOT	268	10.00	\$ 2,680.00
*	55101800	STORM SEWER REMOVAL 42"	FOOT	64	20.00	\$ 1,280.00
*	55101900	STORM SEWER REMOVAL 48"	FOOT	33	34.50	\$ 1,138.50
	58700300	CONCRETE SEALER	SQ FT	18,024	1.34	\$ 24,152.16

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	60223700	MANHOLE, TYPE A, 6' DIA, TYPE 1 FRAME, OPEN LID	EACH	2	5,466.71	\$ 10,933.42
	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	1,115.70	\$ 1,115.70
	60255500	MANHOLES TO BE ADJUSTED	EACH	3	800.00	\$ 2,400.00
	60500040	REMOVING MANHOLES	EACH	2	600.00	\$ 1,200.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	36	62.00	\$ 2,232.00
	63200310	GUARDRAIL REMOVAL	FOOT	125	8.30	\$ 1,037.50
*	66900400	SPECIAL WASTE GROUNDWATER DISPOSAL	GALLON	500	5.00	\$ 2,500.00
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	10	1,190.00	\$ 11,900.00
*	6690535	PRIORITY POLLUTANTS GROUNDWATER ANALYSIS	EACH	6	1,665.00	\$ 9,990.00
*	66901000	BACKFILL PLUGS	CU YD	50	122.56	\$ 6,128.00
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCE	CAL DAY	180	850.00	\$ 153,000.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
BDE	70300900	PAVEMENT MARKING TAPE, TYPE IV - LETTERS AND SYMBOLS	SQ FT	36	3.30	\$ 118.80
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	13,930	1.10	\$ 15,323.00
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3	EACH	9	10,924.30	\$ 98,318.70
	70600370	IMPACT ATTENUATORS, RELOCATE (SEVERE USE, NARROW), TEST LEVEL 3	EACH	3	3,248.30	\$ 9,744.90
	72400320	REMOVE SIGN PANEL-TYPE 2	SQ FT	20	35.00	\$ 700.00
	72400330	REMOVE SIGN PANEL-TYPE 3	SQ FT	140	9.80	\$ 1,372.00
	72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	2	266.70	\$ 533.40
	72700100	STRUCTURAL STEEL SIGN SUPPORT-BREAKAWAY	POUND	600	3.50	\$ 2,100.00
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	32	9.70	\$ 310.40
	73400100	CONCRETE FOUNDATIONS	CU YD	1.4	1,857.70	\$ 2,600.78
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	2	113.90	\$ 227.80
	73700200	REMOVE CONCRETE FOUNDATION-GROUND MOUNTED	EACH	2	502.60	\$ 1,005.20
	78005100	EPOXY PAVEMENT MARKING-LETTERS AND SYMBOLS	SQ FT	36	8.00	\$ 288.00
	78005110	EPOXY PAVEMENT MARKING-LINE 4"	FOOT	10,499	0.60	\$ 6,299.40
	78005130	EPOXY PAVEMENT MARKING-LINE 6"	FOOT	7,577	0.75	\$ 5,682.75
	78005150	EPOXY PAVEMENT MARKING-LINE 12"	FOOT	1,364	2.00	\$ 2,728.00
	81800400	AERIAL CABLE, 4-1/C NO. 2 WITH MESSENGER WIRE	FOOT	1,535	6.00	\$ 9,210.00
*	X0320374	PLUG EXISTING SANITARY SEWERS	EACH	38	1,380.06	\$ 52,442.28
*	X0322464	ABANDON AND FILL EXISTING SANITARY MANHOLE	EACH	1	2,804.03	\$ 2,804.03
*	X0322584	REVTMENT MAT REMOVAL	SQ YD	750	14.89	\$ 11,167.50

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1	2,174.73	\$ 2,174.73
*	X0327036	BIKE PATH REMOVAL	SQ YD	496	14.71	\$ 7,296.16
*	X0327229	SLIDE GATE	EACH	1	8,115.25	\$ 8,115.25
D1	X0900075	COFFERDAM (TYPE 1) (IN-STREAM/WETLAND WORK)	EACH	2	27,553.22	\$ 55,106.44
*	X6026054	SANITARY MANHOLES TO BE REMOVED	EACH	12	1,449.83	\$ 17,397.96
*	X6050500	REMOVE FRAME AND GRATE (SPECIAL)	EACH	4	605.61	\$ 2,422.44
*	X6061460	PAVED DITCH (SPECIAL)	FOOT	19	1,971.54	\$ 37,459.26
*	X6660410	REMOVE RIGHT-OF-WAY MARKERS	EACH	3	100.00	\$ 300.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	XX007665	PROPOSED STORM SEWER CONNECTION TO EXISTING CULVERT	EACH	1	4,349.47	\$ 4,349.47
*	Z0018200	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	4	2,899.65	\$ 11,598.60
*	Z0029604	HEADWALL REMOVAL	EACH	6	1,449.82	\$ 8,698.92
*	JA553482	SANITARY SEWERS, RCP, 42", CLASS II	FOOT	823	238.00	\$ 195,874.00
*	JA553483	SANITARY SEWERS, RCP, 42", CLASS III	FOOT	1,413	246.00	\$ 347,598.00
*	JA553489	SANITARY SEWERS, JACKED IN PLACE, 42"	FOOT	920	1,486.81	\$ 1,367,865.20
*	JA553492	SANITARY SEWERS, RCP, 48", CLASS II	FOOT	96	291.00	\$ 27,936.00
*	JA553499	SANITARY SEWERS, JACKED IN PLACE, 48"	FOOT	353	1,438.42	\$ 507,762.26
*	JA553502	SANITARY SEWERS, RCP, 60", CLASS II	FOOT	1,143	333.00	\$ 380,619.00
*	JA553503	SANITARY SEWERS, RCP, 60", CLASS III	FOOT	2,553	350.00	\$ 893,550.00
*	JA553504	SANITARY SEWERS, RCP, 60", CLASS IV	FOOT	1,976	373.00	\$ 737,048.00
*	JA553507	SANITARY SEWERS, DUCTILE IRON PIPE, 60"	FOOT	107	727.58	\$ 77,851.06
*	JA553509	SANITARY SEWERS, JACKED IN PLACE, 60"	FOOT	682	1,726.12	\$ 1,177,213.84
*	JA553549	SANITARY SEWER REMOVAL, 42"	FOOT	367	30.00	\$ 11,010.00
*	JA553550	SANITARY SEWER REMOVAL, 48"	FOOT	32	30.00	\$ 960.00
*	JA553551	SANITARY SEWER REMOVAL, 60"	FOOT	1,739	30.00	\$ 52,170.00
*	JA553552	ABANDON SANITARY SEWER, 42"	FOOT	2,919	18.00	\$ 52,542.00
*	JA553553	ABANDON SANITARY SEWER, 48"	FOOT	350	19.50	\$ 6,825.00
*	JA553554	ABANDON SANITARY SEWER, 60"	FOOT	4,413	20.00	\$ 88,260.00
*	JA553555	FILL SANITARY SEWER, 42"	FOOT	195	50.76	\$ 9,898.20

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JA553557	FILL SANITARY SEWER, 60"	FOOT	439	86.82	\$ 38,113.98
*	JA602600	SANITARY MANHOLE, TYPE B, 4' DIA, TYPE 1 FRAME, CLOSED LID	EACH	21	800.00	\$ 16,800.00
*	JA602601	SANITARY MANHOLE, TYPE A, 5' DIA, TYPE 1 FRAME, CLOSED LID	EACH	7	7,790.72	\$ 54,535.04
*	JA602602	SANITARY MANHOLE, TYPE A, 6' DIA, TYPE 1 FRAME, CLOSED LID	EACH	6	13,455.89	\$ 80,735.34
*	JA602603	SANITARY MANHOLE, TYPE A, 7' DIA, TYPE 1 FRAME, CLOSED LID	EACH	12	19,746.69	\$ 236,960.28
*	JA602604	SANITARY MANHOLE, TYPE A, 8' DIA, TYPE 1 FRAME, CLOSED LID	EACH	1	23,097.96	\$ 23,097.96
*	JA602606	SANITARY MANHOLE, TYPE A, 10' DIA, TYPE 1 FRAME, CLOSED LID	EACH	1	30,232.00	\$ 30,232.00
*	J1201100	TREE STUMP REMOVAL	EACH	134	0.25	\$ 33.50
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,532	19.73	\$ 30,226.36

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1211112	TOPSOIL EXCAVATION AND DISPOSAL	CU YD	1,183	34.92	\$ 41,310.36
*	J1213002	EXPLORATORY POTHOLING, UTILITIES	EACH	25	800.00	\$ 20,000.00
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	800	30.00	\$ 24,000.00
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	800	50.00	\$ 40,000.00
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	57,578	1.20	\$ 69,093.60
*	J1406107	ASPHALT TACK COAT	POUND	213	0.01	\$ 2.13
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	675	36.00	\$ 24,300.00
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	100	191.50	\$ 19,150.00
*	J1442129	CLASS B PATCHES, TYPE IV, 10 1/2 INCHES	SQ YD	204	167.23	\$ 34,114.92
*	J1442900	DOWEL BARS FOR CLASS B PATCHES	EACH	59	42.02	\$ 2,479.18
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	409	160.52	\$ 65,652.68
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	319	10.19	\$ 3,250.61
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	673	83.40	\$ 56,128.20
*	J1485030	TEMPORARY PAVEMENT, CLASS 3	SQ YD	915	88.60	\$ 81,069.00
*	J1503020	HIGH PERFORMANCE CONCRETE MOMENT SLAB STRUCTURES	CU YD	1,228	454.49	\$ 558,204.62
*	J1521012	ANCHOR BOLTS, 1 3/4"	EACH	4	160.00	\$ 640.00
*	J1522500	MECHANICALLY STABILIZED EARTH RETAINING WALL	SQ FT	9,277	78.07	\$ 724,255.39
*	J1550120	TEMPORARY STORM SEWER, CLASS A, 24"	FOOT	248	87.64	\$ 21,734.72
*	J1550122	TEMPORARY STORM SEWER, CLASS A, 27"	FOOT	268	108.44	\$ 29,061.92
*	J1550130	TEMPORARY STORM SEWER, CLASS A, 48"	FOOT	46	197.53	\$ 9,086.38

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1601300	PIPE UNDERDRAINS, 6" (SPECIAL)	FOOT	52	52.24	\$ 2,716.48
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	FOOT	1,004	25.67	\$ 25,772.68
*	J1602048	CATCH BASINS, TYPE G-3 (MODIFIED), TYPE G-2 FRAME AND GRATE	EACH	1	8,686.03	\$ 8,686.03
*	J1602115	CATCH BASINS, TYPE G-2, TYPE G-2 FRAME AND GRATE	EACH	3	5,298.08	\$ 15,894.24
*	J1602119	CATCH BASINS, TYPE G-3, TYPE G-2 FRAME AND GRATE	EACH	2	6,372.88	\$ 12,745.76
*	J1602184	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 20A FRAME AND GRATE	EACH	2	3,121.00	\$ 6,242.00
*	J1606010	GUTTER, TYPE G-2	FOOT	513	38.00	\$ 19,494.00
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	912.5	24.57	\$ 22,420.13
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	5	1,435.12	\$ 7,175.60
*	J1633032	REMOVE AND RE-ERECT STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	1,850.0	12.26	\$ 22,681.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	4,135	14.79	\$ 61,156.65
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	10	441.38	\$ 4,413.80
*	J1664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	17	441.39	\$ 7,503.63
*	J1664320	END POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	10	441.38	\$ 4,413.80
*	J1664340	STREAM CROSSING, TYPE 1	FOOT	46	111.90	\$ 5,147.40
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	2,480	6.27	\$ 15,549.60
*	J1664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	701	23.10	\$ 16,193.10
*	J1664615	TEMPORARY CHAIN LINK FENCE 8' SCREENING, TYPE 1	FOOT	5,769	23.61	\$ 136,206.09
*	J1666010	RIGHT OF WAY MARKER	EACH	10	1,000.00	\$ 10,000.00
*	J1666020	RIGHT OF WAY MARKER (SPECIAL)	EACH	3	1,000.00	\$ 3,000.00
*	J1680004	HEADWALL TYPE I, 24"	EACH	1	2,214.24	\$ 2,214.24
*	J1680103	SLOPED HEADWALL TYPE I, 15"	EACH	4	1,457.64	\$ 5,830.56
*	J1680120	SLOPED HEADWALL TYPE III, 6", 1:3	EACH	1	1,759.74	\$ 1,759.74
*	J1680145	SLOPED HEADWALL TYPE III, 24", 1:6	EACH	1	3,612.18	\$ 3,612.18
*	J1704000	TEMPORARY CONCRETE BARRIER	FOOT	7,347	18.00	\$ 132,246.00
*	J1704005	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	2,171	4.00	\$ 8,684.00
*	J1704012	FURNISH AND INSTALL TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	675	35.00	\$ 23,625.00
*	J1728010	TELESCOPING STEEL SIGN SUPPORT, BARRIER ASSEMBLY	EACH	1	203.50	\$ 203.50
***	J1780145	EPOXY PAVEMENT MARKING-LINE 10"	FOOT	6,554	1.48	\$ 9,699.92
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	312	86.75	\$ 27,066.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	9	8.88	\$ 79.92

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS107360	DUST CONTROL WATERING	UNIT	300	12.44	\$ 3,732.00
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	300	24.89	\$ 7,467.00
**	JS121102	DRILL AND INSTALL EXPANSION ANCHORS, DOWEL BARS AND ANCHOR RODS	EACH	33	48.12	\$ 1,587.96
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	667	40.00	\$ 26,680.00
**	JS250318	SEEDING, CLASS 4F	ACRE	10.00	1,900.00	\$ 19,000.00
**	JS250320	SEEDING, CLASS 5	ACRE	10.00	3,500.00	\$ 35,000.00
**	JS250350	SEEDING, CLASS 7	ACRE	10.00	700.00	\$ 7,000.00
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	17	1,500.00	\$ 25,500.00
**	JS280050	SILT FENCE	FOOT	4,832	3.50	\$ 16,912.00
**	JS280051	RE-ERECT SILT FENCE	FOOT	1,208	2.50	\$ 3,020.00
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,857	36.54	\$ 67,854.78
**	JS280100	SUPER SILT FENCE	FOOT	3,415	12.50	\$ 42,687.50
**	JS280140	TEMPORARY RIPRAP	TON	76	78.89	\$ 5,995.64
**	JS280151	SAME-DAY STABILIZATION	SQ YD	3,609	0.01	\$ 36.09
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	1	250.00	\$ 250.00
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	270	13.50	\$ 3,645.00
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	17	3,239.62	\$ 55,073.54
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	1,076,000.00	\$ 1,076,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	596,000.00	\$ 596,000.00
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	28.7	1,746.60	\$ 50,127.42

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**	JS734G10	FOUNDATION FOR ITS GANTRY FRAME	CU YD	21.6	1,147.00	\$ 24,775.20
**	JS810820	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	74	18.00	\$ 1,332.00
**	JS810824	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	36	40.00	\$ 1,440.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS812023	CONDUIT EMBEDDED IN STRUCTURE, 2" DIA., PVC	FOOT	1,332	6.00	\$ 7,992.00
**	JS812025	CONDUIT EMBEDDED IN STRUCTURE, 3" DIA PVC	FOOT	48	12.00	\$ 576.00
**	JS812027	CONDUIT EMBEDDED IN STRUCTURE, 4" DIA, PVC	FOOT	15	20.00	\$ 300.00
**	JS813016	JUNCTION BOX, STAINLESS STEEL, EMBEDDED IN STRUCTURE, 36" X 36" X 10"	EACH	1	1,290.00	\$ 1,290.00
**	JS813073	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 16" X 14" X 6"	EACH	3	780.00	\$ 2,340.00
**	JS813097	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 36" X 36" X 10"	EACH	2	2,040.00	\$ 4,080.00
**	JS821003	TEMPORARY LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400WATT	EACH	4	610.00	\$ 2,440.00
**	JS830031	TEMPORARY WOOD POLE, 60 FT., CLASS 4, 15 FT. MAST ARM	EACH	4	2,500.00	\$ 10,000.00
**	JS830033	TEMPORARY WOOD POLE, 70 FT., CLASS 3	EACH	1	2,300.00	\$ 2,300.00
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7FT) OR CONCRETE	EACH	1	1,500.00	\$ 1,500.00
**	JS842080	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	4	450.00	\$ 1,800.00
**	JS842105	POLE FOUNDATION, REMOVED	EACH	5	250.00	\$ 1,250.00
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1	9,000.00	\$ 9,000.00
*	JT134030	INTELLIGENT TRANSPORTATION SYSTEMS GANTRY SITE GROUNDING	EACH	1	8,750.00	\$ 8,750.00
*	JT134037	ITS ELEMENT SITE GROUNDING - POLE MOUNTED ASSEMBLY	EACH	1	6,400.00	\$ 6,400.00
*	JT134048	ITS ELEMENT SITE GROUNDING - ATM EQUIPMENT CABINETS	EACH	1	6,400.00	\$ 6,400.00
*	JT160099	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, TORSION ASSIST, 48" X 72" X 36"	EACH	3	3,900.00	\$ 11,700.00
*	JT160108	FURNISH HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, TORSION ASSIST, 48"X72"X36	EACH	24	3,200.00	\$ 76,800.00
*	JT202008	NON-SPECIAL WASTE DISPOSAL	TON	14,740	38.00	\$ 560,120.00
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	597	38.08	\$ 22,733.76

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT280500	SEDIMENT FILTER BAG	EACH	3	200.00	\$ 600.00
*	JT280510	FLOC LOG	EACH	10	200.00	\$ 2,000.00
*	JT280530	IN-LINE FLOCCULATION SYSTEM	EACH	1	6,000.00	\$ 6,000.00
*	JT280555	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM, TYPE 1	SQ YD	210	150.00	\$ 31,500.00
*	JT301010	GRANULAR SUBBASE, SPECIAL	CU YD	840	43.93	\$ 36,901.20
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	21	368.00	\$ 7,728.00
*	JT503041	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	17	368.00	\$ 6,256.00
*	JT599040	REMOVAL OF EXISTING NOISE ABATEMENT WALL	SQ FT	38,771	5.99	\$ 232,238.29
*	JT599044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION	EACH	12	2,930.15	\$ 35,161.80
*	JT599P01	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 1	L SUM	1	690,320.00	\$ 690,320.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 65TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT599P02	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 2	L SUM	1	1,016,650.00	\$ 1,016,650.00
*	JT601900	TRENCH DRAIN	FOOT	675	123.34	\$ 83,254.50
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1	3,400.00	\$ 3,400.00
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1	2,400.00	\$ 2,400.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	100	1.00	\$ 100.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	50	20.00	\$ 1,000.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	2	25.00	\$ 50.00
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	1	150.00	\$ 150.00
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	1	625.00	\$ 625.00
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	30	100.00	\$ 3,000.00
*	JT701062	TEMPORARY INFORMATION SIGNING-OVERHEAD MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	90	80.10	\$ 7,209.00
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	30	50.00	\$ 1,500.00
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	8	300.00	\$ 2,400.00
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	14	1,200.00	\$ 16,800.00
*	JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	20	14.10	\$ 282.00
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	144	10.90	\$ 1,569.60
*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED	EACH	5	155.80	\$ 779.00
*	JT726020	MILEPOST MARKER ASSEMBLY, BARRIER WALL MOUNTED	EACH	1	350.00	\$ 350.00
*	JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	6	84.20	\$ 505.20
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	3,009	3.00	\$ 9,027.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 26.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	312	8.00	\$ 2,496.00
*	JT810876	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 2" DIA.	FOOT	2,390	6.30	\$ 15,057.00
*	JT810878	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 3" DIA.	FOOT	247	14.00	\$ 3,458.00
*	JT844010	REMOVE AND REINSTALL LIGHTING UNIT	EACH	1	1,000.00	\$ 1,000.00
*	JT900518	EMBANKMENT MODIFICATIONS	SQ YD	7,994	7.65	\$ 61,154.10
*	JT901101	DEWATERING	CAL MO	4	8,000.00	\$ 32,000.00
TOTAL AMOUNT OF CORE WORK						\$ 18,032,298.80

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	380,000.00	380,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	10,000	1.00	10,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20,000	1.00	20,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	1.00	20,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	1.00	20,000.00
*	JT154067	CONSTRUCTION ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	1.00	100,000.00
*	JT154150	ALLOWANCE FOR STEEL COSTS ADJUSTMENT	UNIT	30,000	1.00	30,000.00
*	JT154160	ALLOWANCE FOR FUEL COSTS ADJUSTMENT	UNIT	10,000	1.00	10,000.00
*	JT154161	ALLOWANCE FOR BITUMINOUS MATERIALS COSTS ADJUSTMENT	UNIT	20,000	1.00	20,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	

393,000.00
AF

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-19-4490
FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS
TRI-STATE TOLLWAY (I-294)
I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	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 REPAIR IMPACT ATTENUATORS, TEMPORARY 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)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(9,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(9,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(9,000.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(9,000.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		(9,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
		ADJUSTMENTS				
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + TOTAL AMOUNT OF CONTINGENCY WORK						\$610,000.00

TOTAL AMOUNT OF CORE WORK + AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + TOTAL AMOUNT OF CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID	\$18,642,298.80
BID CREDIT	\$325,000.00
AWARD CRITERIA	\$18,317,298.80

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

18,655,298.80
18,330,298.80 NF

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

OPENED 12/10/2019

BOND OR
 CHECK ENCLOSED: YES NO



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Martam Construction, Inc.
1200 Gasket Dr.
Elgin, IL 60120

OWNER:

(Name, legal status and address)

Illinois Tollway
2700 W. Ogden Avenue
Downers Grove, IL 60515

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, IL 60515

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

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

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

PROJECT:

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

Flagg Creek Water Reclamation District(FCWRD) Sanitary Sewer Relocations, Tri-State Tollway (I-294)
Contract No. I-19-4490

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

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

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

Signed and sealed this 10th day of December, 2019

[Redacted Signature]

(Witness)

[Redacted Signature]

(Witness) Alexandra Sartori

Martam Construction, Inc.

(Principal)

(Seal)

By:

(Title)

PRESIDENT

North American Specialty Insurance Company

(Surety)

(Seal)

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



State of Illinois

County of DuPage

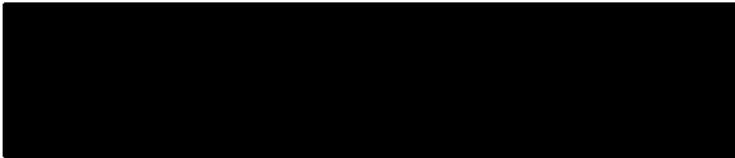
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Alexandra Sartori Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the North American Specialty Insurance Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the North American Specialty Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 10th day of December, 2019.



Notary Public Alexandra Sartori

My Commission expires: July 5, 2020

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Kelly A. Gardner

Principal: **Martam Construction, Inc.** Bond Number: **Bid Bond**
Obligee: **Illinois Tollway** Bond Amount: **See Bond Form**
Bond Description: **Flagg Creek Water Reclamation District(FCWRD) Sanitary Sewer Relocations, Tri-State Tollway (I-294)**


Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: **FIFTY MILLION (\$50,000,000.00) DOLLARS**

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:


"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.






M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of December, 2019


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

No. 00508

Illinois State Toll Highway Authority

This Certifies that Martam Construction Inc. has earned a total of \$68,044.46 through the Earned Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 26-February-2018



The owner of this certificate # 00508 is tendering \$ 68,044 credits for use on bid for contract # 12-19-44960n (date) 12-10-19. I understand that any credits not utilized for a winning bid will be returned.



Signed: _____

Certificate No.

00508

Issued To:

Martam Construction Inc.

Dated:

February 26, 2018

In the Amount of:

\$68,044.46

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

09/25/2016 - 12/02/2017

Benjamin Torres, Tyler Svekla (\$5000), Chris J. Saxen, Jeremy Row, Hector Moraza, Roberto Linares (\$5000), Ian Issert (\$5000), Enrique Espinoza, Phillip Courtney

No. 00726

Illinois State Toll Highway Authority

This Certifies that Material Solutions Laboratory has earned a total of \$275,185.88 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 15-October-2019



The owner of this certificate # 00726 is tendering \$ 275,000 credits for use on bid for contract #1-19-4490 on (date) 12/9/2019. I understand that any credits not utilized for a winning bid will be returned.

Signed: _____

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/vendorreq.com>

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

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

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

ILLINOIS STATE TOLL HIGHWAY TOLLWAY

PREFERENCES

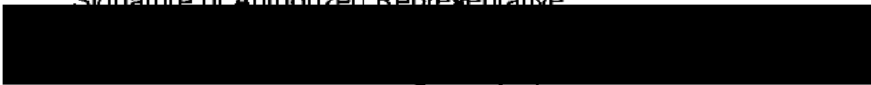
The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

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

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

Items that Qualify and Explanation:

Signature of Authorized Representative:



Printed Name of Authorized Representative:

Robert Kutrowatz

Vendor Name:

Martam Construction, Inc

Date:

12/9/19

THE ILLINOIS STATE TOLL HIGHWAY TOLLWAY

CONTRACT NO. I-19-4490

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	Robert Kutrovatz	647-608-0500	Robert@marham.com
Bid Guaranty	"	"	"
DBE 2026	"	"	"
EEO Program	"	"	"
VOSB 2026	"	"	"
Financial Disclosures Forms A or Forms B	"	"	"
IDOT Certificate of Eligibility	"	"	"
Non-Collusion Affidavit – Page R-4	"	"	"

THE ILLINOIS STATE TOLL HIGHWAY TOLLWAY
CONTRACT NO. I-19-4490

AFFIDAVIT

State of Illinois)
County of Cook) SS

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

That his/her name is PROBART KUTROVATZ, and he/she resides at _____
and his/her office is at 1700 Cass St. Elgin, IL. That he/she makes, a

make
this affidavit on behalf of Martam 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.)

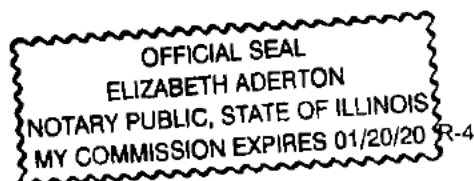
That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in Contract no. I-19-4490 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according 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.

(Affiant)

Sworn to before me and subscribed in my presence this 9 day of December 2017

Elizabeth Aderton
(Notary Public)

My Commission Expires: 11/20/20



CONTRACT NO. I-19-4490

PLANT AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantee's the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. KEY PERSONNEL

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

(USE BLACK INK ONLY)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
Chris Mangewick	Project Manager	P.M.	18	18
Jerry Smith	Superintendent	Superintendent	22	8
Phil Polakowski	Foreman	Foreman	22	22

Martam Equipment List

EQUIPMENT DESCRIPTION	TYPE	Year
1989 Mack Truck #6	Heavy Duty Truck	1989
1991 International 4900 18' Diesel Straight Truck	Heavy Duty Truck	1991
1996 Mack Truck #11	Heavy Duty Truck	1996
1999 Mack Truck #14	Heavy Duty Truck	1999
2004 Mack Cv 713 Granite	Heavy Duty Truck	2004
2002 International 7400 6 Wheel Dump	Heavy Duty Truck	2002
1997 Mack Truck Ch613 #21	Heavy Duty Truck	1997
1999 Mack Truck Ch613 #27	Heavy Duty Truck	1999
1999 International 9400 #32	Heavy Duty Truck	1999
2001 Mack Truck #39	Heavy Duty Truck	2001
2005 Mack 600 Cxn #40	Heavy Duty Truck	2005
2015 Mack Chu613	Heavy Duty Truck	2015
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
2016 Mack Cxu613	Heavy Duty Truck	2016
1983 Ford Water Truck	Heavy Duty Truck	1983
2004 Freightliner F70	Heavy Duty Truck	2004
1984 Mack R600	Heavy Duty Truck	1984
Ford F-650	Heavy Duty Truck	
1997 International	Heavy Duty Truck	1997
1997 International 4170	Heavy Duty Truck	1997
1993 Ford F 700 Drill Truck	Heavy Duty Truck	1993
Fiat Allis F 14B Crawler Loader	CRAWLER LOADER	1981
(MLI) Caterpillar 963C Crawler Loader (MLI)	CRAWLER LOADER	2006
Caterpillar 953C Crawler Loader	CRAWLER LOADER	2005
Sullair 185 Dpq Air Compressor	AIR COMPRESSOR	1990
Sullair 175 Air Compressor	AIR COMPRESSOR	1990
Ingersoll Rand P600 Wcu Air Compressor	AIR COMPRESSOR	2003
Ingersoll Rand P 185 Air Compressor	AIR COMPRESSOR	1987

Ingersoll Rand 175 Air Compressor	AIR COMPRESSOR	1990
Ingersoll Rand 175 Air Compressor	AIR COMPRESSOR	1989
Ingersoll Rand 375 Air Compressor	AIR COMPRESSOR	2001
Ingersoll Rand P150 Air Compressor	AIR COMPRESSOR	1999
Ingersoll Rand P185 Jd Air Compressor	AIR COMPRESSOR	1991
Sullivan 375 Air Compressor	AIR COMPRESSOR	2003
Atlas Copco Xas 136 Air Compressor	AIR COMPRESSOR	
Sullivan Air Compressor	AIR COMPRESSOR	
Caterpillar D8N Crawler Dozer	CRAWLER DOZER	1991
Caterpillar D6N Lgp Crawler Dozer	CRAWLER DOZER	2004
Komatsu D61Px-15E Crawler Dozer	CRAWLER DOZER	2007
Caterpillar D4G – Lgp Crawler Dozer	CRAWLER DOZER	2005
Caterpillar D5Gxl Crawler Dozer	CRAWLER DOZER	2007
Caterpillar D6T Lgp Crawler Dozer	CRAWLER DOZER	2012
Caterpillar D6T Lgp Crawler Dozer	CRAWLER DOZER	2012
Caterpillar D8R Crawler Dozer	CRAWLER DOZER	1997
Caterpillar D6T Crawler Dozer	CRAWLER DOZER	2014
(MLI) Caterpillar D6K Crawler Dozer (MLI)	CRAWLER DOZER	2012
(MLI) Caterpillar D8T Crawler Dozer (MLI)	CRAWLER DOZER	2007
Case 550 Crawler Dozer	CRAWLER DOZER	
(MLI) Caterpillar D8T Crawler Dozer (MLI)	CRAWLER DOZER	2012
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1979
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1979
Terex Ts-14B Scraper	SCRAPER	1978
Terex Ts-14B Scraper	SCRAPER	1981
Terex Ts-14B Scraper	SCRAPER	1976
Terex Ts-14B Scraper	SCRAPER	1980
Terex Ts-14B Scraper	SCRAPER	1976
Terex Ts-14B Scraper	SCRAPER	1976
Terex Ts-14B Scraper	SCRAPER	1978

Terex Ts-14B Scraper	SCRAPER	1979
Terex Ts-14B Scraper	SCRAPER	1974
Terex Ts-14B Scraper	SCRAPER	1976
Steiger St 310 #1 Tractor	TRACTOR	1976
Steiger St 310 #2 Tractor	TRACTOR	1976
Terex Ts-14B Scraper	SCRAPER	
Terex Ts-14B Scraper	SCRAPER	
Steiger St 250 Tractor	TRACTOR	
Terex Ts-14B Scraper	SCRAPER	
Terex Ts-14A Scraper	SCRAPER	
Steiger Tractor	TRACTOR	1977
Terex Ts-14C Scraper	SCRAPER	1990
Terex Ts-14C Scraper	SCRAPER	1990
Terex Ts-14C Scraper	SCRAPER	1990
Terex Ts-14B Scraper	SCRAPER	
Terex Ts-14B Scraper	SCRAPER	
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
Volvo A40 Off-Road Truck	OFF-ROAD TRUCK	1998
John Deere 450C Lc Excavators	Excavators	2003
John Deere 992E Lc Excavators	Excavators	1995
(MLI) Komatsu Pc 308 Uslc Excavators (MLI)	Excavators	2004
(MLI) Samsung Se 350 Excavators (MLI)	Excavators	1997
Komatsu Pc 300Lc - 7E0 Excavators	Excavators	2007
Case Cx 290 Wt Excavators	Excavators	2005
Komatsu Pc 228 Uslc Excavators	Excavators	2007
(MLI) Komatsu Pc 228 Uslc Excavators (MLI)	Excavators	2005
Samsung Se 210Lc - 3 Excavators	Excavators	1998
Case 9010B Excavators	Excavators	2002
Komatsu Pc 138 Excavators	Excavators	2007
(MLI) Komatsu Pc 160Lc-7Eo Excavators (MLI)	Excavators	2010
Hyundai 130W - 3 Excavators	Excavators	2000

Takeuchi Tb 070 Excavators	Excavators	1998
(MLI) Link-Belt 75 Msr Excavators (MLI)	Excavators	2012
(MLI) Komatsu Pc 78Mr-6 Excavators (MLI)	Excavators	2005
Kubota Kx 161 - 3 Excavators	Excavators	2004
Scat Trek 2345 Excavators	Excavators	2000
Yanmar V 1020-3 Excavators	Excavators	2002
Link-Belt 75 Msr Excavators	Excavators	2005
(MLI) Komatsu Pc400Lc - 6 Excavators (MLI)	Excavators	2003
Komatsu Pc 400Lc - 6 Excavators	Excavators	2004
Komatsu Pc 228 Uslc - 8 Excavators	Excavators	2013
Caterpillar 328D Lcr Excavators	Excavators	2013
Caterpillar 328D Lcr Excavators	Excavators	2011
Hitachi Ex 330Lc - 5 Excavators	Excavators	2011
Caterpillar 328D Lcr Excavators	Excavators	2013
Komatsu Pc-300 Excavators	Excavators	2006
Komatsu 490Lc10 Excavators	Excavators	2013
Caterpillar 349E	Excavators	
Kawasaki 852v Wheel Loader	WHEEL LOADER	2004
Case 621E Wheel Loader	WHEEL LOADER	2010
Case 621C Wheel Loader	WHEEL LOADER	1999
John Deere 544K Wheel Loader	WHEEL LOADER	2010
(MLI) Komatsu Wa 180Pt-3 Wheel Loader (MLI)	WHEEL LOADER	2003
(MLI) Case 621E Wheel Loader (MLI)	WHEEL LOADER	2008
(MLI) Case 621E Wheel Loader (MLI)	WHEEL LOADER	2008
Komatsu Wa - 270 - 7 Wheel Loader	WHEEL LOADER	2013
Komatsu Wa - 270 - 7 Wheel Loader	WHEEL LOADER	2013
Caterpillar 930K Wheel Loader	WHEEL LOADER	
Bomag Bw 211D-40 Compact	ASPHALT ROLLER	2008
Vibromax 1105 Compact	BASE ROLLER	2002
Dynapac Ca 151D Compact	BASE ROLLER	1999
Caterpillar Cs 563C Compact	BASE ROLLER	1996
Case Dv 204 Compact	ASPHALT ROLLER	2008
Hamm 3410 Compact	BASE ROLLER	2010

Hamm 3412V10 Compact	BASE ROLLER	2011
Caterpillar Cb 224C Compact	ASPHALT ROLLER	1995
Wacker Rd 880 Compact	ASPHALT ROLLER	
Dynapac La 200 Compact	ASPHALT ROLLER	1990
Vibromax V 263 Compact	ASPHALT ROLLER	1998
Bomag 120 Ad - 3 Compact	ASPHALT ROLLER	1999
Caterpillar 815B Compact	COMPACTOR	1995
Caterpillar 815F Compact	COMPACTOR	1998
Caterpillar 815F Compact	COMPACTOR	2002
Dynapac Ca251Pd Compact	BASE ROLLER	
Case 1845C Skid Steer	SKID STEER	1996
Case 1845C Skid Steer	SKID STEER	1995
Case 1845C Skid Steer	SKID STEER	2000
Case Tr320 Skid Steer	SKID STEER	2015
Case 1845C Skid Steer	SKID STEER	2000
Case 1845C Skid Steer	SKID STEER	2001
Caterpillar 246B Skid Steer	SKID STEER	2006
Caterpillar 246B Skid Steer	SKID STEER	2006
Caterpillar 246B Skid Steer	SKID STEER	2006
Caterpillar 248B Skid Steer	SKID STEER	2005
Caterpillar 242B Skid Steer	SKID STEER	2006
Takeuchi TI 120 Skid Steer	SKID STEER	2008
Takeuchi TI 250 Skid Steer	SKID STEER	2009
Caterpillar 246 Skid Steer	SKID STEER	2003
Miller M1000 Paving	PAVING	2007
Gomaco 2800 Paving	PAVING	2006
Gomaco 9500 Paving	PAVING	2009
Cmi Pr 225B Paving	PAVING	1992
Hemm 12-28Tc Paving	PAVING	2009
(MLI) Gomaco 2600 Paving (MLI)	PAVING	2012
(MLI) Finlay 683 Paving (MLI)	RECYCLING	2009
(MLI) Finlay J-1175 Paving (MLI)	RECYCLING	2009
(MLI) Mccloskey 532(MLI) Paving (MLI)	RECYCLING	2010

Finlay 683 Paving	RECYCLING	2010
Bid Well Paving	PAVING	
Vermeer V 8050 Support	SUPPORT	1994
Vermeer 1850 Support	SUPPORT	1994
Mclaughlin Mcl-20 Support	SUPPORT	1980
Broderson Mh 42B Support	SUPPORT	1988
Broderson Mh 42B Support	SUPPORT	1985
Broderson Mh 42B Support	SUPPORT	1989
Ingersoll Rand G 70 Support	GENERATOR:TOW BE	2002
Asphalt Zipper Support	SUPPORT	1998
New Holland Tn 55 Support	SUPPORT	2003
I.C.E. Vibro 223 Support	SUPPORT	1997
Godwin Dpc 300 Support	SUPPORT	1999
Remco Acw 16 Support	SUPPORT	2005
Remco Acw 16 Support	SUPPORT	1995
Home Made 25 Hp Support	SUPPORT	
Light Tower	LIGHT TOWER	
Allmand Support	SUPPORT	2008
Jcb 930 Support	SUPPORT	1997
Mark Lift Support	SUPPORT	1996
Chicago Pnue. Cprx-22 Support	SUPPORT	2011
Grapple Support	SUPPORT	2015
Sumitomo Ls 118 Rh5 Crane	CRANE	1988
Bosch 1994-6 Angle Grinder	ANGLE GRINDER	
Bosch 1994-6 Angle Grinder	ANGLE GRINDER	

CONTRACT NO. I-19-4490
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
TSD				

4. MATERIALS COMMITMENTS

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

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

CONTRACT NO. I-19-4490

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES NO

6. DOCUMENT REFERENCE

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


The Special Provisions YES NO

The Contract Plans YES NO

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

Dated at 9 this 9 day of Dec, 2019.

Martam Construction, Inc
Name of Organization

By 

President
Title of Person Signing

STATE OF Illinois)
COUNTY OF COOK)

Robert Kutrovatz being duly sworn deposes and says that he/she is President

of the above Martam Construction and that the answers to the questions in the foregoing
Name of Organization

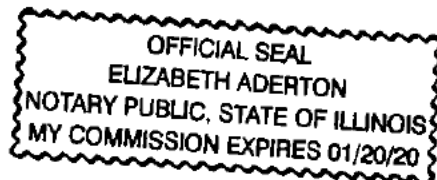
questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 9 day of December, 2019



Notary Public

My Commission Expires: 11/20/20



CONTRACT NO. I-19-4490

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
<i>See following</i>				

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
<i>See following</i>				

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
<i>See following</i>				

TOTAL OF BIDS PENDING AWARD _____

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

Markam Construction
 BIDDER
12/5/19
 DATE

 SUB-CONTRACTOR

BY:  SIGNATURE

 SUB-CONTRACTOR
 TITLE President

<u>Agency/University</u>	<u>Project Title</u>	<u>Status</u>	<u>Value</u>	<u>Contract #</u>
IDOT	IL59 Reconstruction from N. Aurora Rd. to New York St.	Completed	\$ 4,894,042.00	60R30
IDOT	IL59 Reconstruction From Diehl Rd. to N. Aurora Rd	Completed	\$ 21,998,417.66	60R31
IDOT	IL59 & I-88 Interchange Reconstruction	Completed	\$ 10,397,837.00	60I31
IDOT	Anderson Rd. from IL38 to Keslinger Rd.	Completed	\$ 7,821,695.00	63698
IDOT	Ogden Ave. Advance Project - Comed Access Rd.	Completed	\$ 1,459,746.60	60T83
IDOT	IL59 over Metra R.R. Bridge Rehabilitation	Completed	\$ 358,141.30	60W59
Illinois Tollway	EOWA Tollway, Advance Drainage Contract, Bensenville	Completed	\$ 4,281,308.10	I-13-4627
IDOT	Kirk Rd. & Douglas Ave	Completed	\$ 992,000.00	63744
IDOT	Milwaukee Ave. Streetscape	Completed	\$ 938,000.00	61A93
IDOT	I390 & Lake St	Completed	\$ 1,926,565.50	60W54
IDOT	25th St. Grade Separation	Completed	\$ 2,434,000.00	63887
IDOT	Ogden Ave. Grade Separation	Completed	\$ 1,371,795.00	60R06
IDOT	IL21 Streetscape	Completed	\$ 931,221.00	61A93
IDOT	Kirk Rd. & Douglas Ave	Completed	\$ 992,872.41	63744
IDOT	Crescent Ave. Reconstruction	Completed	\$ 6,152,784.50	61B09
IDOT	IL31 over Ferson Creek	Sub Contract	\$ 1,127,542.00	60M81
IDOT	IL31 & Silver Glen	Contract	\$ 1,584,086.55	60R28
IDOT	IL47 & Burlington Rd. Roundabout	Contract	\$ 2,090,386.96	63779
Illinois Tollway	Oakston St. & Elmhurst Rd.	Contract	\$ 7,238,542.75	I-13-4617
IDOT	Allen Rd. Box Culvert	Contract	\$ 1,444,516.00	61B90
IDOT	IL53 Box Culvert	Contract	\$ 1,856,366.57	60V29
IDOT	County Farm Rd. Bridge/Trail	Contract	\$ 2,354,372.72	61C31
IDOT	North Branch Trail	Contract	\$ 2,343,699.50	61C64
IDOT	Itasca Pedestrian Improvementa	Contract	\$ 936,067.65	61C82
IDOT	Glen Ellyn Rd. Pedestrian Path	Contract	\$ 146,026.20	61D07
IDOT-Aeronautics	DuPage Airport West End Perimeter Rd.	Contract	\$ 783,931.55	DU081
IDOT	Reconstruction & Signing at Golf Rd, Cumberland	Contract	\$ 4,574,690.19	62B16
IDOT	Main Street Bridge, Algonquin	Contract	\$ 2,482,796.00	6.10E+50
IDOT	Intersection Imp at North Ave & US 20, Streamwood	Contract	\$ 809,831.25	6.10E+72
IDOT	Sidewalk Construction, Bender Rd to Good Ave	Contract	\$ 462,763.50	61B91
IDOT	Sewer & Culvert Construction, Grove to Rte 19	Contract	\$ 697,572.25	61E965
IDOT	Bike Path & Ped Tunnel, Raymond ST. Forest Preserve	Contract	\$ 3,439,621.75	6.10E+02
IDOT	Bridge Deck WB Il Rte 72	Contract	\$ 387,418.50	62G94
IDOT	Bridge Deck Overlay at Garys Mill	Contract	\$ 164,812.80	62G93
Illinois Tollway	Ramp B Reconstruction at I-88 & Rt 56	SubContract	\$ 804,802.35	RR-18-4422
IDOT	Chicago St. Recon @ Center St & Liberty	Contract	\$ 7,616,826.05	61E16
IDOT	Bridge Recon @ Barker Ave over Salt Creek	Contract	\$ 613,256.50	61E45
IDOT	Culvert Replacement @ Milwaukee Ave	Contract	\$ 377,923.70	62D38
IDOT	Bridge Rep. @ Golf Rd	Contract	\$ 973,368.20	60R69
IDOT	Bridge Deck Repairs @ Rt 38	Contract	\$ 1,330,255.60	62H04
IDOT	Bridge Deck Overlay @ Emory Ave	Contract	\$ 396,587.50	60M75
Illinois Tollway	Flagg Creek Water Reclamation	Bidding	TBD	I-19-4490



Illinois Department of Transportation

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

Affidavit of Availability
 For the Letting of 12/9/2019

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number		60R69		61E49		
Contract With	Village of Buffalo Grove	IDOT	Elk Grove	IDOT	Arlington Hts.	
Estimated Completion Date	11-30-19	08-15-19	07-31-20	10-31-19	11-21-19	
Total Contract Price	1,939,845.11	973,368.20	1,159,623.00	2,482,796.00	891,171.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	909,321.11	435,697.53	1,159,623.00	64,856.00	663,223.00	3,232,720.64
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						3,232,720.64

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

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

					Accumulated Totals
Earthwork	150,908.00		264,740.00	15,000.00	430,648.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving			32,667.00	54,810.00	87,477.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	117,314.00		28,530.00	100,000.00	245,844.00
Highway, R.R. and Waterway Structures		40,000.00			40,000.00
Drainage	300,000.00		78,285.00	6,600.00	384,885.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction	40,000.00		220,205.00	165,000.00	425,205.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Site Furnish/Engineer Office/Barrier Wall				10,000.00	26,000.00
Traffic Control, Flaggers, Dewatering	20,000.00	16,000.00	89,431.00	40,000.00	165,431.00
Mobilization	20,000.00	14,000.00	60,000.00	37,000.00	131,000.00
Totals	648,222.00	70,000.00	773,858.00	47,000.00	407,410.00

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Illinois Department of Transportation
 Bureau of Construction
 2300 South Dirksen Parkway/Room 322
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Affidavit of Availability
 For the Letting of 11/8/2019
 (Letting date)

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

Part I. Work Under Contract

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

	6	7	8	9	10	
Contract Number	62A36		61E99	Randall Rd. over Mill Creek	60C48	
Contract With	IDOT	Village of Riverside	Thorne Electric	Kane County	Herlihy	
Estimated Completion Date	9-22-19	05-31-20	08-31-19	09-30-19	11-21-19	
Total Contract Price	2,526,633.28	98,681.00	319,369.10	466,209.00	1,118,685.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	929,542.23	98,681.00	120,500.00	270,248.32	1,031,180.17	5,682,872.36
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						5,682,872.36

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

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

						Accumulated Totals
Earthwork	20,000.00	29,196.00	20,000.00			499,844.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			15,000.00			102,477.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	40,000.00		10,000.00		8,702.52	304,546.52
Highway, R.R. and Waterway Structures				40,000.00		80,000.00
Drainage	20,000.00	29,325.00	14,000.00		1,007,477.65	1,455,687.65
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	45,000.00		40,000.00	25,000.00		535,205.00
Landscaping		5,670.00				5,670.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Traffic Control/QCQA/Flaggers	50,000.00	8,000.00	17,000.00	40,000.00		151,000.00
Dewatering/Layout/ Field Office	20,000.00	15,690.00		56,000.00		257,121.00
Mobilization	37,500.00	6,000.00	4,500.00		15,000.00	194,000.00
Totals	232,500.00	93,881.00	120,500.00	161,000.00	1,031,180.17	3,585,551.17

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	11	12	13	14	15	
Contract Number			62H04	Peplow Rd Racon	82A98	
Contract With	Village of Algonquin		IDOT	Kane County	IDOT	
Estimated Completion Date	11-15-19		08-15-19	11-30-19	07-31-19	
Total Contract Price	2,494,665.96		1,330,255.60	5,334,759.88	3,483,695.32	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,797,430.00		1,271,755.60	1,276,213.12	975,484.01	11,003,755.09
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						11,003,755.09

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						Accumulated Totals
Earthwork	50,000.00		17,630.00	200,000.00		767,474.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						102,477.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	6,096.00			80,000.00		390,642.52
Highway, R.R. and Waterway Structures			305,152.37			385,152.37
Drainage	1,200,000.00		4,450.00			2,660,137.65
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	135,566.72		162,882.00		60,000.00	893,653.72
Landscaping				11,798.40		17,468.40
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition			122,821.00			122,821.00
Pavement Markings (Paint)						0.00
Traffic Control/Field Office/Layout	80,000.00		84,800.00	70,000.00	60,000.00	445,800.00
Contingency/QCQA/Dewatering	17,420.24		45,420.00	60,000.00	37,672.00	417,633.24
Mobilization	37,000.00		19,500.00	80,300.00	52,000.00	382,800.00
Totals	1,526,082.96	0.00	762,655.37	502,098.40	209,672.00	6,586,059.90

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	16	17	18	19	20	
Contract Number	61E96.	Fabyan Pkwy Bridge	60P66		62B16	
Contract With	IDOT	Kane County	IDOT	Village of Bloomingdale	IDOT	
Estimated Completion Date	11-30-19	10-31-19	6-30-19	05-31-20	10-31-19	
Total Contract Price	697,572.25	2,577,159.70	2,636,385.22	1,969,425.00	4,574,690.19	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	287,927.97	706,451.67	1,846,952.26	1,969,425.00	673,793.95	16,488,305.94
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						16,488,305.94

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						Accumulated Totals
Earthwork	20,000.00		100,000.00	135,674.00		1,023,148.00
Portland Cement Concrete Paving					100,000.00	100,000.00
HMA Plant Mix						0.00
HMA Paving						102,477.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	6,000.00		40,000.00		30,000.00	466,642.52
Highway,R.R.and Waterway Structures	107,566.00		70,000.00			562,718.37
Drainage	20,000.00		400,468.94	159,893.00	20,000.00	3,260,499.59
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	16,000.00	400,000.00	26,000.00	1,106,627.25	26,000.00	2,468,280.97
Landscaping						17,468.40
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition	13,868.00		20,000.00			156,689.00
Pavement Markings (Paint)						0.00
Traffic Control/Barrier Wall/Flaggers	20,000.00	50,000.00	60,000.00	100,000.00	40,000.00	715,800.00
Layout/Dewatering/Dust Control			56,143.76	8,000.00		481,777.00
Mobilization	10,000.00	37,500.00	38,803.88	110,000.00	68,500.00	647,603.88
Totals	213,434.00	487,500.00	811,416.58	1,620,194.25	284,500.00	10,003,104.73

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	21	22	23	24	25	
Contract Number	61E01.		61E15.			
Contract With	IDOT	City of Aurora	IDOT		St. Charles	
Estimated Completion Date	9-20-20	11-30-19	10-31-20		11-15-19	
Total Contract Price	3,439,621.75	540,794.00	7,616,826.05		177,109.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,286,621.75	148,327.50	3,757,445.60		177,109.00	23,857,809.79
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						23,857,809.79

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						Accumulated Totals
Earthwork	160,518.00		499,281.00		22,654.00	1,705,601.00
Portland Cement Concrete Paving			838,937.00			938,937.00
HMA Plant Mix						0.00
HMA Paving						102,477.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	133,654.00		417,082.00			1,017,378.52
Highway, R.R. and Waterway Structures	740,581.43					1,303,299.80
Drainage	45,260.00		200,000.00		14,170.00	3,519,929.59
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	63,260.00	20,000.00			121,305.00	2,672,845.97
Landscaping						17,468.40
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						156,689.00
Pavement Markings (Paint)						0.00
Traffic Control/Flaggers/Layout/QCQA	243,000.00		150,000.00		6,480.00	1,115,280.00
Environmental/Field Office/Contingency	99,200.00					580,977.00
Mobilization	51,000.00	15,000.00	110,000.00		12,500.00	836,103.88
Totals	1,536,473.43	35,000.00	2,215,300.00	0.00	177,109.00	13,966,987.16

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Part III. Work Subcontracted to Others

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

	1	2	3	4	5
Subcontractor	KD Staples	American Conc Rest	Schollmeyer	Illini Foundation	LPS Paving
Type of Work	Landscaping	Concrete Repair	Landscaping	Drilled Caisons	Brick Pavers
Subcontract Price	47,694.75	87,110.00	232,156.00	61,247.00	78,900.00
Amount Uncompleted	47,694.75	87,110.00	232,156.00	0.00	78,900.00
Subcontractor	Peter Baker	Conin	JM Irrigation	Utility Dynamics	Hometowne Electric
Type of Work	HMA Paving	Landscaping	Irrigation	Electric	Traffic Signals
Subcontract Price	213,404.36	13,538.25	78,000.00	419,320.50	112,894.00
Amount Uncompleted	213,404.36	13,538.25	78,000.00	0.00	112,894.00
Subcontractor		D2K	Homer Tree Service	K Three Welding	TSI
Type of Work		Traffic Control	Tree Removals	Steel Railing	Traffic Control
Subcontract Price		89,178.00	24,500.00	48,576.00	8,000.00
Amount Uncompleted		89,178.00	24,500.00	0.00	8,000.00
Subcontractor		Hometowne	Surface Const.	TSI	Marking Spcialist
Type of Work		Electric	Traffic Print	Traffic Control	Pvt Marking
Subcontract Price		38,353.00	22,928.00	16,084.10	6,440.00
Amount Uncompleted		26,000.00	22,928.00	0.00	6,440.00
Subcontractor		Metromex	TSI	AC Iron	American Landscape
Type of Work		HMA Paving	Traffic Control	Rebar Install	Landscaping
Subcontract Price		69,616.92	17,900.00	98,788.00	49,579.00
Amount Uncompleted		69,616.92	17,900.00	0.00	49,579.00
Subcontractor		Northern Cont.	C3	Arteaga Ldscp	
Type of Work		Guardrail	Construction Layout	Landscaping	
Subcontract Price		65,692.11	5,500.00	11,554.00	
Amount Uncompleted		65,692.11	5,500.00	11,554.00	
Subcontractor		Quality Saw & Seal	Maintenance Ctg	Maintenance Ctg	
Type of Work		Bridge Deck Grooving	Pvt Marking	Pvt Marking	
Subcontract Price		14,562.25	4,781.00	6,302.00	
Amount Uncompleted		14,562.25	4,781.00	6,302.00	
Total Uncompleted	261,099.11	365,697.53	385,765.00	17,856.00	255,813.00

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	6	7	8	9	10
Subcontractor	Arrow Road	Visu-Sewer		Northern Contracting	
Type of Work	HMA Paving	Televising		Guardrail	
Subcontract Price	602,809.65	4,800.00		53,943.32	
Amount Uncompleted	300,000.00	4,800.00		53,943.32	
Subcontractor	Elmund & Nelson			Geneva Const.	
Type of Work	Traffic Signals			HMA Paving	
Subcontract Price	226,661.90			31,265.46	
Amount Uncompleted	226,661.90			20,000.00	
Subcontractor	D2K			TCP	
Type of Work	Traffic Control			Traffic Control	
Subcontract Price	108,971.89			42,455.20	
Amount Uncompleted	108,971.89			21,000.00	
Subcontractor	Arteaga Ldscp			Maintenance Ctg.	
Type of Work	Landscaping			Pvt Marking	
Subcontract Price	61,408.44			10,505.00	
Amount Uncompleted	61,408.44			10,505.00	
Subcontractor	Homer Tree Service			Quality Saw & Seal	
Type of Work	Tree Removal			Bridge Deck Grooving	
Subcontract Price	8,939.00			7,625.52	
Amount Uncompleted	0.00			3,800.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	697,042.23	4,800.00	0.00	109,248.32	0.00

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Part III. Work Subcontracted to Others

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

	11	12	13	14	15
Subcontractor	Griffing Dewatering		D2K	Herlhy Midcontinent	Del Toro
Type of Work	Dewatering		Traffic Control	Bridge	Landscaping
Subcontract Price	101,670.92		119,517.23	610,163.20	148,350.00
Amount Uncompleted	101,670.92		119,517.23	0.00	148,350.00
Subcontractor	Arrow Road		American Conc Rest	Electric Conduit	Geneva Const.
Type of Work	HMA Paving		Concrete Repair	Electric	HMA Paving
Subcontract Price	153,309.82		32,200.00	20,142.63	270,325.10
Amount Uncompleted	153,309.82		32,200.00	20,142.63	270,325.10
Subcontractor	Maintenance Ctg		S&J Construction	Curran Cont.	Hometowne Electric
Type of Work	Pvt Marking		Structural Steel	HMA Paving	Electric
Subcontract Price	3,452.62		284,234.60	530,846.11	299,564.60
Amount Uncompleted	3,452.62		284,234.60	530,846.11	130,000.00
Subcontractor	Arteaga		Geneva Const.	Ruizscape	JG Demo
Type of Work	Landscaping		HMA Paving	Landscaping	Misc. Concrete
Subcontract Price	12,913.68		39,688.85	120,191.00	412,608.80
Amount Uncompleted	12,913.68		39,688.85	120,191.00	120,000.00
Subcontractor			Midwest Fence	Northern Cont.	Maintenance Coating
Type of Work			Guardrail	Guardrail	Pvt Marking
Subcontract Price			17,801.00	94,934.97	37,136.91
Amount Uncompleted			17,801.00	94,934.98	37,136.91
Subcontractor			Quality Saw & Seal	Mt. Carmel	TSI
Type of Work			Bridge Deck Grooving	Subgrade Stabilization	Traffic Control
Subcontract Price			12,655.55	59,580.60	249,557.70
Amount Uncompleted			12,655.55	0.00	40,000.00
Subcontractor			Schollmeyer	TCP	Quality Saw & Seal
Type of Work			Landscaping	Traffic Control	Saw, Seal, Diamond Grind
Subcontract Price			3,003.00	14,683.00	150,587.31
Amount Uncompleted			3,003.00	8,000.00	20,000.00
Total Uncompleted	271,347.04	0.00	509,100.23	774,114.72	765,812.01

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 Notary Public

Signed _____

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Company _____

(Notary Seal)

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Part III. Work Subcontracted to Others

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

	16	17	18	19	20
Subcontractor	Homer Tree Serv.	Geneva Const.	Arrow Road	TCP	JG Demo
Type of Work	Tree Removal	HMA Paving	HMA Paving	Treffic Control	Misc. Conc.
Subcontract Price	11,158.00	30,644.25	554,236.20	43,302.00	363,678.10
Amount Uncompleted	0.00	12,000.00	554,236.20	43,302.00	0.00
Subcontractor	Northern Cont.	Maintenance Ctg	Arteaga Ldscp	Natural Creations	Elmund&Nelson
Type of Work	Railing	Pvt Marking	Landscaping	Landscaping	Electric
Subcontract Price	10,236.42	17,822.58	164,128.05	305,928.75	122,936.00
Amount Uncompleted	10,236.42	17,822.58	164,128.05	305,928.75	80,000.00
Subcontractor	F. Espinoza Ldscp	TCP	Carrera Concrete		Traffic Services
Type of Work	Landscaping	Traffic Control	Misc. Concrete		Traffic Control
Subcontract Price	38,809.55	88,247.81	24,873.00		195,647.25
Amount Uncompleted	38,809.55	88,247.81	24,873.00		40,000.00
Subcontractor	Barricade Lites	Northern Cont.	Homer Tree		DeiToro
Type of Work	Traffic Control	Guardrail	Tree Removals		Landscaping
Subcontract Price	30,604.00	20,992.28	43,134.50		112,586.00
Amount Uncompleted	15,000.00	20,992.28	43,134.50		112,586.00
Subcontractor	Metromex	American Conc Rest	Maintenance Ctg.		Maint. Coatings
Type of Work	HMA Paving	Concrete Repairs	Pavement Marking		Pvt. Marking
Subcontract Price	31,509.94	79,889.00	11,280.10		31,759.95
Amount Uncompleted	6,000.00	79,889.00	11,280.10		31,759.95
Subcontractor	Maintenance Ctg		Northern Cont.		Arrow Road
Type of Work	Pvt Marking		Guardrail		HMA Paving
Subcontract Price	4,448.00		144,994.13		39,845.00
Amount Uncompleted	4,448.00		144,994.13		0.00
Subcontractor	Millenia Prof. Serv.		TC&P		S&J Const.
Type of Work	Construction Layout		Traffic Control		Overhead Signs
Subcontract Price	9,334.00		92,889.70		124,948.00
Amount Uncompleted	0.00		92,889.70		124,948.00
Total Uncompleted	74,493.97	218,951.67	1,035,535.68	349,230.75	389,293.95

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name _____
 Officer or Director _____ Title _____

 Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	21	22	23	24	25
Subcontractor	LJ Keefe	Geneva Const.	TCP		
Type of Work	Tunneling	HMA Paving	Traffic Control		
Subcontract Price	990,000.00	42,240.00	112,693.60		
Amount Uncompleted	990,000.00	42,240.00	90,000.00		
Subcontractor	Lincoln	Smith Maint.	Carrera Conc. Cont.		
Type of Work	Pressure Grouting	Traffic Control	Misc. Concrete		
Subcontract Price	319,000.00	8,100.00	512,167.50		
Amount Uncompleted	319,000.00	4,000.00	460,000.00		
Subcontractor	Northern Cont.	Utility Dynamics	Arteaga Landscaping		
Type of Work	Fence	Electric	Landscaping		
Subcontract Price	76,699.34	50,290.00	85,511.20		
Amount Uncompleted	76,699.34	50,290.00	85,511.20		
Subcontractor	Metromex	Precision Pvt Mrk	Elmund & Nelson		
Type of Work	HMA Paving	Pavement Marking	Electric		
Subcontract Price	93,869.78	3,786.00	594,301.30		
Amount Uncompleted	93,869.78	3,786.00	594,301.30		
Subcontractor	Elmund & Nelson	LPS Pavement	Precision Pvt Mrk		
Type of Work	Electric	Brick Pavers	Pavement Marking		
Subcontract Price	109,881.00	36,720.00	12,333.10		
Amount Uncompleted	109,881.00	0.00	12,333.10		
Subcontractor	Ruizscape	JE Landworks	Hoerr Const.		
Type of Work	Landscaping	Landscaping	Sewer Lining		
Subcontract Price	86,871.20	13,011.50	296,012.00		
Amount Uncompleted	86,871.20	13,011.50	0.00		
Subcontractor	Atlantic Painting		Arrow Road		
Type of Work	Painting		HMA Paving		
Subcontract Price	73,827.00		689,237.20		
Amount Uncompleted	73,827.00		300,000.00		
Total Uncompleted	1,750,148.32	113,327.50	1,542,145.60	0.00	0.00

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

Subscribed and sworn to before me

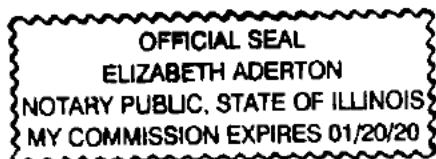
this 9 day of December, 2012

[Redacted Signature]

Notary Public

My commission expires: 1/20/20

(Notary Seal)



Type or Print Name Robert Kutrovitz, President

Signed [Redacted Signature]

Company Martam Construction, Inc

Address 1700 CASKET DR
ELGIN, IL 60120

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

1. POLICY STATEMENT

It is the policy of the Illinois State Toll Highway Tollway ("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 30% 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)

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

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

6. BIDDING PROCEDURES

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

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

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

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

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

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

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

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

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

The submission of DBE Form 2025 should be via email to 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 Tollway, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, DBE@getipass.com, (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.

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

procedures described in this section are not intended to allow a Bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

7. CONTRACT COMPLIANCE

7.1 Forms to be Submitted

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

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

A contractor that seeks credit for the use of DBE trucking services must submit an affidavit attesting to compliance with this Special Provision for counting trucking costs on Form 2024. Form 2024 must be submitted when the contract is 25 percent, 50 percent, 75 percent and 100 percent completed. The contractor must issue separate checks to trucking firms for each Tollway project by job number and associated pay item, 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 bid price or scope or schedule;
- 7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 7.2.6 Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- 7.2.7 The subcontractor's withdrawal of its bid or bid; or

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

If it becomes necessary to substitute a DBE or otherwise change the DBE Utilization Plan, the contractor must notify the 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 five (5) working days of receipt of the request.

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

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

7.3 The submission of the DBE Payment Report

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

The contractor shall maintain a record of payments to DBEs and all other subcontractors and suppliers for work performed. The records shall be made available to ISTHA for inspection and copying upon request. After the performance of the final item of work or delivery of material by a DBE and final payment to the DBE by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the Contractor for such work or material, 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 five (5) working days of its receipt of the written decision by filing an appeal in hard copy or electronic format with the Illinois State Toll Highway Tollway'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 Tollway, 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.

Date 12/10/2019

To: Contact Name:

Contractor Company Name: Marlam Construction, Inc

From: Shelly Jones

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: DBE Plan Review

Date Original Plan Submitted: 12/10/2019

Revision # 0

Contract # 1-19-4490

Established DBE Goal: 30.00 %

Contract Description: Flaggs Creek Water Reclamation District (FCWRD) Sanitary Sewer Relocations Tri-State Tollway (I-294) I-55 Ramps to 55th Street and 47th Street to Ogden Avenue MP 24 to MP 25.5

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

Notes:

DBE Plan as Submitted by apparent low bidder:

Core Bid Amount \$18,032,298.80

D/MBBE Firm Name	Status (SBI/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
ALF Cartage, Inc.	SB	DWBE	RCP	\$1,330,314.30	\$1,330,314.30	7.37 %	IDOT	F	Caucasian
Atlantic Painting Co.	SB	DWBE	Painting	\$39,881.15	\$39,881.15	0.22 %	City of Chicago	F	Caucasian
C3 Corporation	SB	DWBE	Layout	\$70,000.00	\$70,000.00	0.38 %	IDOT	F	Caucasian
CSD Environmental Services, Inc.	SB	DBE	Environmental	\$186,590.00	\$186,590.00	1.03 %	IDOT	F	Caucasian
D2K Traffic Safety, Inc. (formerly known as D2K Traffic Equipment & Design, LLC)	SB	DBE	Pavement Marking	\$24,690.65	\$24,690.65	0.13 %	IDOT	M	Native American
Dian, Incorporated	SB	DBE	Concrete	\$35,786.00	\$35,786.00	0.19 %	IDOT	F	Caucasian
Industrial Fence, Inc.	SB	DWBE, VOSB	Fence	\$420,157.06	\$420,157.06	2.33 %	City of Chicago	M	Hispanic
MA Rebar Services, Inc.	SB	DWBE	Rebar	\$409,971.30	\$409,971.30	2.27 %	IDOT	F	Caucasian
Material Solutions Laboratory	SB	DBE	QC	\$380,000.00	\$380,000.00	2.10 %	IDOT	M	Asian Indian
Meltronex Contractors	SB	DWBE	Asphalt	\$182,006.64	\$182,006.64	1.00 %	City of Chicago	M	Hispanic
MTC Moreno's, Inc.	Trucker	DBE	Trucking	\$400,000.00	\$400,000.00	2.21 %	IDOT	M	Hispanic
Natural Creations Landscaping, Inc.	SB	DWBE	Landscaping	\$256,437.19	\$256,437.19	1.42 %	City of Chicago	M	Hispanic
Reynaga Bros. Construction Corporation	Trucker	DWBE	Trucking	\$400,000.00	\$400,000.00	2.21 %	IDOT	M	Hispanic
S & J Construction Co., Inc.	SB	DWBE	Signing	\$134,096.50	\$134,096.50	0.74 %	City of Chicago	F	Caucasian
The Sivi Group LLC	Trucker	DBE	Trucking	\$1,000,000.00	\$1,000,000.00	5.54 %	IDOT	F	Caucasian
Work Zone Safety, Inc.	SB	DWBE	Traffic Control	\$142,093.80	\$142,093.80	0.78 %	IDOT	F	Caucasian

Wangler Tech Lic	Supplier	DWBE	Electrical Supply	\$48,000.60	\$28,800.36	0.15 %	City of Chicago	F	Caucasian
Total # of subcontracts: 17			TOTAL	\$5,460,025.19	\$5,440,824.96	30.17 %			
Total # of subcontractors: 17			Total %	30.27 %	30.17 %				



ILLINOIS STATE TOLL HIGHWAY TOLLWAY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Martam Construction
 CONTACT NAME: Robert Kutrovaiz
 CONTACT PHONE NUMBER: 847-608-8800
 CONTACT E-MAIL: robert@martam.com

CONTRACT NUMBER I-19-4490

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.
Metromex	Asphalt	182,006.64
Dian	Concrete	35,786.00
Industrial Fence	Fence	420,157.06
Natural Creations	Landscape	256,437.19
ALF	RCP	1,330,314.30
MSL	QC	380,000.00
Work Zone Safety	Traffic Control	142,093.80
D2K	Pavement Marking	24,690.65
C3	Layout	70,000.00
MTC	Trucking	400,000.00
Reynaga	Trucking	400,000.00
TOTAL		

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

[Redacted Signature]

Signature

CONTRACT # 1-19-4490

DBE FROM NAME: ALF Carriage Inc

CHECK ALL THAT APPLY: DBE MBE WBE SDB

CHECK ALL THAT APPLY:

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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


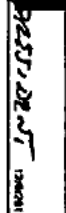
This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as how apparent bidder to constructiondb@istha.com. If additional space is needed,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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicate to date of contract amount if firm is a supplier)</small>
	See Attached				X	\$ 1,512,105.90
				2,217,194.57	X	1,330,314.30
TOTALS FOR THIS DBE FIRM:						1,330,314.30
						NaN

*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 #15071010, 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.

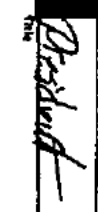

2. COMMENTARY: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-sensible portion in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned 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 amount 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 Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature for Prime Contractor:  The  12/20/15

Contact: Robert Agnew

Phone: 617-408-4000

Address: 1200 Grant Drive, Suite 100, Boston, MA 02115

Signature for DBE Contractor:  The  12/20/15

Contact: Albert

Phone: 617-261-6666

Address: 23 East John Street, Lowell, MA 01854



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.mwbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
 - County of Cook, IL's M/WBE Directory: <http://www.cookcountvil.gov/mbewbevbe-directory/>
 - Small Business Administration's SBA 8(a) Directory: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

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

Print Name: ROBERT LUTENATZ Phone contact: (847) 608-6800
 Position: PRESIDENT E-mail address: ROBERT@MARTAM.COM
 Signature:  Date: 12-10-19



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #	DBE FIRM NAME:
	CIRCLE ALL THAT APPLY: DBE MBE WBE SDB (B/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 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 (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
TOTALS FOR THIS DBE FIRM:						

*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 #15672010, 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 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	Title	Date	Signature for DBE Contractor	Title	Date
Contact:			Contact:		
Firm Name:			Firm Name:		
E-mail:			E-mail:		
Phone:			Phone:		
Address:			Address:		

Certification: View

Certification List

Vendor Information

Business Name	ALF Cartage Inc.
VendorID	20134799
Primary Owner's Name	Ms. Anne Laredo
Company Type	Corporation
Ethnic Group	
Gender	

Certification Information

Certifying Agency	Illinois Unified Certification Program
Certification Type	DBE - Disadvantaged Business Enterprise

Contact Information

Main Company Email	alfcartageinc@aol.com
Main Phone	708-203-1124
Main Fax	847-288-1978
Main Company Website	http://www.alfcartageinc.com

Addresses

Physical Address	32 E. Lake Street Northlake, IL 60164
Mailing Address	32 E. Lake Street Northlake, IL 60164

Business Capabilities

Business certified for	Sales of Concrete Pipe General freight trucking, local Trucking, general freight, local Specialized Freight (except Used Goods) Trucking, Local Concrete building products merchant wholesalers; Concrete building products merchant wholesalers; General freight trucking, local; Specialized Freight (except Used Goods) Trucking, Local	
Full Description of Capabilities/Products		
Commodity Codes	NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers (More)
	NAICS 484110	General freight trucking, local (More)
	NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local (More)

Owner Ethnicity and Gender

Ethnic Group	
Gender	

Location

County

Cook (IL)

Certification List

[Customer Support](#)

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Certification: View

Certification List

Vendor Information

Business Name	ALF Cartage Inc. DBA N/A
VendorID	20134799
Primary Owner's Name	Ms. Anne Laredo
Company Type	Corporation
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	Cook County
Certification Type	WBE - Women Business Enterprise
Effective Date	3/22/2019
Renewal Date	3/22/2020

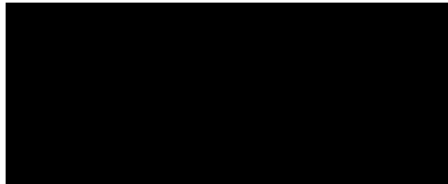
Contact Information

Main Company Email	alfcartageinc@aol.com
Main Phone	708-203-1124
Main Fax	847-288-1978
Main Company Website	http://www.alfcartageinc.com

Addresses

Physical Address

Mailing Address



Business Capabilities

Business certified for	Transportation: General and Specialized Local Freight Trucking; and Distributor: Concrete Building Products
Full Description of Capabilities/Products	Transportation: General and Specialized Local Freight Trucking; and Distributor: Concrete Building Products
Commodity Codes	NAICS 423320 Brick, Stone, and Related Construction Material Merchant Wholesalers (More)
	NAICS 48411 General Freight Trucking, Local (More)
	NAICS 484110 General freight trucking, local (More)
	NAICS 484110 Trucking, general freight, local (More)
	NAICS 48422 Specialized Freight (except Used Goods) Trucking, Local (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female

Location

County

Cook (IL)

Additional Information

Service-Disabled Veteran
Business

No

Certification List

Customer Support

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North American Industry Classification System

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2017 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

423320 Brick, Stone, and Related Construction Material Merchant Wholesalers

This industry comprises establishments primarily engaged in the merchant wholesale distribution of stone, cement, lime, construction sand, and gravel; brick, asphalt and concrete mixtures; and/or concrete, stone, and structural clay products.

Cross-References. Establishments primarily engaged in--

- Merchant wholesale distribution of refractory brick and other refractory products--are classified in Industry [423840 \(/cgi-bin/sssd/naics/naicsrch?code=423840&search=2017\)](#), Industrial Supplies Merchant Wholesalers; and
- Selling ready-mix concrete--are classified in Industry [327320 \(/cgi-bin/sssd/naics/naicsrch?code=327320&search=2017\)](#), Ready-Mix Concrete Manufacturing.

2007 NAICS	2012 NAICS	2017 NAICS	Corresponding Index Entries
423320	423320	423320	Asphalt and concrete mixtures merchant wholesalers
423320	423320	423320	Bricks (except refractory) merchant wholesalers
423320	423320	423320	Building blocks (e.g., cinder, concrete) merchant wholesalers
423320	423320	423320	Building stone merchant wholesalers
423320	423320	423320	Cement merchant wholesalers
423320	423320	423320	Ceramic construction materials (except refractory and ceramic roofing tile) merchant wholesalers
423320	423320	423320	Clay construction materials (except refractory and clay roofing tile) merchant wholesalers
423320	423320	423320	Coal tar paving materials merchant wholesalers
423320	423320	423320	Concrete building products merchant wholesalers
423320	423320	423320	Concrete mixtures merchant wholesalers
423320	423320	423320	Conduit and pipe, concrete, merchant wholesalers
423320	423320	423320	Crushed stone merchant wholesalers
423320	423320	423320	Drywall supplies merchant wholesalers
423320	423320	423320	Fireplace linings merchant wholesalers
423320	423320	423320	Flue pipe and linings merchant wholesalers
423320	423320	423320	Gravel, construction, merchant wholesalers
423320	423320	423320	Lime (except agricultural) merchant wholesalers
423320	423320	423320	Mason's materials merchant wholesalers
423320	423320	423320	Paving mixtures merchant wholesalers
423320	423320	423320	Plaster merchant wholesalers
423320	423320	423320	Sand (except industrial) merchant wholesalers
423320	423320	423320	Septic tanks, concrete, merchant wholesalers
423320	423320	423320	Sewer pipe, clay (except refractory), merchant wholesalers
423320	423320	423320	Slate and slate products merchant wholesalers
423320	423320	423320	Stone, building or crushed, merchant wholesalers
423320	423320	423320	Structural clay tile (except refractory and clay roofing tile) merchant wholesalers
423320	423320	423320	Stucco merchant wholesalers
423320	423320	423320	Terra cotta merchant wholesalers
423320	423320	423320	Tile, structural clay (except refractory and clay roofing tile) merchant wholesalers

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Source: U.S. Census Bureau | North American Industry Classification System (NAICS) | (888) 756-2427 | naics@census.gov
(<mailto:naics@census.gov>) | Last Revised: August 17, 2016

Certification: View

Certification List

Vendor Information

Business Name **ALF Cartage Inc.**
 VendorID **20134799**
 Primary Owner's Name **Ms. Anne Laredo**
 Company Type **Corporation**
 Ethnic Group **Caucasian**
 Gender **Female**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **WBE - Women Business Enterprise**
 Effective Date **12/21/2019**
 Renewal Date **12/21/2020**

Contact Information

Main Company Email **alfcartageinc@gmail.com**
 Main Phone **708-203-1124**
 Main Fax **847-288-1978**
 Main Company Website **http://www.alfcartageinc.com**

Addresses

Physical Address **32 E. Lake Street
Northlake, IL 60164**
 Mailing Address 

Business Capabilities

Business certified for **21028 Culverts, Concrete
65818 Pipe, Bituminized Fiber, Concrete, Clay, Fiberglass, Rubber, Terra Cott
67050 Pipe Hangers, Concrete Inserts, Joint Restraints, etc.
75030 Concrete, Precast
91430 Concrete
96239 Hauling Services**

Full Description of Capabilities/Products **21028 Culverts, Concrete
65818 Pipe, Bituminized Fiber, Concrete, Clay, Fiberglass, Rubber, Terra Cott
67050 Pipe Hangers, Concrete Inserts, Joint Restraints, etc.
75030 Concrete, Precast
91430 Concrete
96239 Hauling Services**

Commodity Codes	NIGP 21028	Culverts, Concrete
	NIGP 65818	Pipe, Bituminized Fiber, Concrete, Clay, Fiberglass, Rubber, Terra Cotta
	NIGP 67050	Pipe Hangers, Concrete Inserts, Joint Restraints, etc.
	NIGP 75030	Concrete, Precast

Contract # 1-19-4492

DBE FIRM NAME: Atlantic Printing Co., Inc.
 FEDERAL TAX ID: 042 548 594

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

DBE 1 (S) TO PRIME: Y N DBE 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 per apparent bidder to contractor/bid@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.

DBE ITEM NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CONTRACT AMOUNT (\$)
58700300	CONCRETE SCAFFOLD	18,024	3.125	20,530.00		20,530.00
51520500	WSE. RAINING MAIL (FIBER & PROPHIL RAIN SLIPS)	9,277	1.85	17,162.45		17,162.45
54003000	CONC. BOX (FIBER & PROPHIL RAIN SLIPS)	102	1.85	189.70		189.70
TOTALS FOR THIS DBE FIRM:				<u>39,881.15</u>		<u>39,881.15</u>

Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #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. CONFIRMATION: 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 in exchange 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 STHA'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 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 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 follow this process may result in a change in type or scope of work of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature for Prime Contractor: [Signature]
 Name: Robert Kucharski
 Title: THE
 Firm Name: Martin Construction, Inc.
 Address: 1200 Center W. Edgmont, PA 19026

Signature for DBE Firm: [Signature]
 Name: Paul Szall
 Title: RESIDENT
 Firm Name: Atlantic Printing Co., Inc.
 Address: 1008 Southwest Highway, Carlisle, PA 17015



Illinois State Toll Highway Authority - STHA

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FOR BAA PART 2

Contract # 1-19-44920

Contract Name ATLANTIC PHASTAS CO., INC.

PRIME / JV PARTNER / SUBCONTRACTOR / OTHER ALL YEAR AGENCY / OTHER ALL YEAR AGENCY

SUBCONTRACTOR: TER 1 (BUS TO PERMS) Y N TER 2 (LOW BUDG) 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 or its lowest apparent bidder to constructionbid@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.

PAV ITEM NO.	DESCRIPTION: Indicate whether trench only, or both trench and landfill.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT(S)	CHECK IF SUPERVISOR	TOTAL DBE CREDIT AMOUNT (S) (Indicate to date of contract award - if firm is currently in a surplus)
58700300	CONCRETE SCALER (FURNISH & INSTALL)	18 024	\$ 1.25	22,530.00		22,530.00
51500500	MSE RETAINING WALL (FORM & INSTALL (CONCRETE SHIELD))	9,271	1.85	17,162.45		17,162.45
54600300	CONC. BOX (SHIELD (FORM & INSTALL (CONCRETE SHIELD)))	102	1.85	188.70		188.70
TOTALS FOR THIS DBE FIRM:				39,881.15		39,881.15

*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 05E071010, 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 trade share items, specifically describe the work and subcontract dollar amount.

2. COMMITMENTS: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a committedly-useful function in the work of the contract. Item(s) listed above and to ensure 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 the 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 STHA's Department of Diversity and Strategic Development. The Prime Contractor will not make any of the contract being listed above to a firm other than the DBE identified below 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 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 request a written approval will result in the DBE not being eligible for the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature for Prime Contractor: Robert Kutroff, Date: 12-10-19

Signature for DBE: Bob Bevell, Date: 12-10-19

Company Name: Atlantic Phastax Co., Inc.

Address: 1200 Gasket Drive, Flyn, IL 60-2n

Phone: 708-636-3540

DBE - 13 CONTRACT #



567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Disadvantaged Business Enterprise (DBE) Certification

July 11, 2019
Industrial Fence, Inc.
1300 S. Kilbourn Ave
Chicago, IL 60623

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. Your firm's name will appear in the Directory under the following commodity codes and specialties:

Commodity Codes:

NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
NAICS 332312: FABRICATED STRUCTURAL METAL MANUFACTURING

In the following Specialties:

NAICS 237310 Highway, Street, and Bridge Construction NAICS 332312 Fabricated structural metal manufacturing



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # I-19-4490

DBE Firm Name: DBE ALL THAT APPLICABLE
DBE FIRM NAME: DBE ALL THAT APPLICABLE

PRIME: PARTNER: SUBCONTRACTOR: TRUCKER: SUPPLIER: MANUFACTURER:

SUBCONTRACTOR: TIER 1 (SUE TO PRIME): N TIER 2 OR BELOW: N UNDER CONTRACT 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 11th calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@perpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm/company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Reduce to 50% of contract amount if firm is a supplier)
1444000	CONSTRUCTION LABOR	1	1,500.00	1,500.00		
1444000	LOW BIDDERS FURNISH & INSTALL	12	1,000.00	12,000.00		
1444000	LOW BIDDERS FURNISH & INSTALL	3	1,000.00	3,000.00		
TOTALS FOR THIS DBE FIRM:				\$7,000.00		

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #1871010, 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: Robert KUTROWATZ, dated 12-10-19

Signature for DBE Contractor: [Redacted], dated 12/19/19

Contractor: MARCAM CONSTRUCTION INC.

DBE Contractor: DBE ALL THAT APPLICABLE

Address: 1200 CASSETT DRIVE, FLYING, IL 60120

Address: 815 N. 195th, WILMINGTON, DE 19880

Contract No: I-19-4490



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 Hanlrg
Secretary
Illinois Department of Transportation



Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 19th day of January, 2010



CONTRACT # 1-19-4490

DBE FIRM NAME: CSD Environmental Services, Inc.
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA SBA

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER
SUBCONTRACTOR: TIER 1 (SUB TO PRIME): TIER 2 OR BELOW: UNDER CONTRACT TO:

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

PAY ITEM NO. *	DESCRIPTION: Indicates whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 6% of contract amount if firm is a SUPPLIER)</small>
88900530	SOIL DISPOSAL ANALYSIS	10	\$1,190.00	\$11,900.00		\$1,900.00
66900535	PRIORITY POLLUTANTS GROUNDWATER ANALYSIS	6	\$1,665.00	\$9,990.00		\$9,990.00
66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	180	\$650.00	\$153,000.00		\$153,000.00
JT689030	EARTHWORK CONSTRUCTION PLAN (ECP A-51)	1	\$3,400.00	\$3,400.00		\$3,400.00
JT689040	EARTHWORK FINAL CONSTRUCTION REPORT (EFCR A-53)	1	\$2,400.00	\$2,400.00		\$2,400.00
TOTALS FOR THIS DBE FIRM:				\$17,690.00		\$17,690.00

*Contingency/Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Modification Item #15571010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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: President
Signature for DBE Contractor: [Redacted] Title: SECRETARY
Date: 12/18/19
Firm: CSD Environmental Services, Inc.
Contact: Joseph Trussell
Address: 2220 Van Buren, Spangula, Iowa 52701
Phone: (319) 522-4886



CONTRACT # I-19-4490

DBE FIRM NAME: CSD Environmental Services, Inc.

CHECK ALL THAT APPLY: DBE MBE WBE SBA

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Reduce to 60% of contract amount if firm is a SUPPLIER)
	MOBILIZATION	1	\$5,900.00	\$5,900.00		\$5,900.00
				TOTALS FOR THIS DBE FIRM:		\$186,570.00

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

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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: President

Contact: Yakov KUKOVITS

Firm: Madison Consulting, Inc.

Address: 1200 Gauley Drive, Egan Branch #1120

Phone: (417) 604-4000

Signature for DBE Contractor: [Redacted] Title: Secretary

Contact: Joseph Trussell

Firm: CSD Environmental Services, Inc.

Address: 2200 Van Buren Street, Springfield, Illinois 62704

Phone: (217) 522-4005

CONTRACT # 1-19-4490

DBE FIRM NAME: CSD Environmental Services, Inc.
 CHECK ALL THAT APPLY: DBE MBE SDB WBE

PRIME: JV PARTNER SUBCONTRACTOR: 1 TRUCKER: SUPPLIER: MANUFACTURER:

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Reduce to 50% of contract amount if firm is a supplier)</small>
68900530	SOIL DISPOSAL ANALYSIS	10	\$1,980.00	\$13,800.00		\$13,800.00
68900535	PRIORITY POLLUTANT'S GROUNDWATER ANALYSIS	6	\$1,665.00	\$9,990.00		\$9,990.00
68901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	180	\$965.00	\$173,700.00		\$173,700.00
JTB89030	EARTHWORK CONSTRUCTION PLAN (ECP A-51)	1	\$6,000.00	\$5,000.00		\$5,000.00
JTB89040	EARTHWORK FINAL CONSTRUCTION REPORT (EFCR A-53)	1	\$5,000.00	\$5,000.00		\$5,000.00
TOTALS FOR THIS DBE FIRM:				186,590		\$186,590
						N/A

*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 #1507010, 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 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: Resident
 Contact: Robert Kuhn
 Firm: Urban Development, Inc.
 Title: President
 Date: 12/19/19

Signature for DBE Contractor: [Redacted]
 Contact: Joseph Reynolds
 Firm: CSD Environmental Services, Inc.
 Title: Owner
 Date: 12/19/19

Address: 1801 East 1st St, Chicago, IL 60610
 Address: 2200 Van Buren St, Chicago, IL 60618

Certification: View

Certification List

Vendor Information

Business Name CSD Environmental Services, Inc.
 VendorID 20146668
 Primary Owner's Name Ms. Cindy S. Davis
 Company Type Corporation
 Ethnic Group
 Gender

Certification Information

Certifying Agency Illinois Unified Certification Program
 Certification Type DBE - Disadvantaged Business Enterprise

Contact Information

Main Company Email cdavis@csdenviro.com
 Main Phone 217-522-4085
 Main Fax 217-522-4087
 Main Company Website http://www.csdenviro.com

Addresses

Physical Address 2220 Yale Blvd.
 Springfield, IL 62703
 Mailing Address 2220 Yale Blvd.
 Springfield, IL 62703

Business Capabilities

Business certified for CLEARING AND GRUBBING - CONSTRUCTION; EXCAVATING & GRADING - CONSTRUCTION; DEMOLITION - CONSTRUCTION; AGGREGATE BASES & SURFACES; DRAINAGE; TRUCKING; RESEARCH; CONTAINMENT AND REMOVAL OF HAZARDOUS WASTE; UNDERGROUND FUEL TANK REMOVAL & DISPOSAL; Highway, Street, & Bridge Construction; Other Heavy and Civil Engineering Construction; Specialized Freight (except Used Goods) Trucking, Local; Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology); Hazardous Waste Collection; All Other Miscellaneous Waste Management Services

Full Description of Capabilities/Products

Commodity Codes	NAICS 237310	Highway, Street, and Bridge Construction (More)
	NAICS 237990	Other Heavy and Civil Engineering Construction (More)
	NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local (More)
	NAICS 541715	Entomological research and development laboratories or services (except biotechnology and nanotechnology research and development) (More)
	NAICS 562112	Hazardous Waste Collection (More)
	NAICS 562998	



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2/2

CONTRACT # 1-19-4490

DBE FIRM NAME: D2K Traffic Safety, Inc.
CHECK ALL THAT APPLY: DBE, MBE, WBE, SBA (NA)

NAME: _____ JV PARTNER: _____ SUBCONTRACTOR: TRUCKER: _____ SUPPLIER: _____ MANUFACTURER: _____

CHECK ALL THAT APPLY:

SUBCONTRACTOR: ITEM 1 SUB TO FIRM: N ITEM 2 ON BELOW: N UNDER CONTRACT TO:

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2025. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Provide to DBE if contract amount if firm is a SUPPLIER)
	SEE ATTACHED					
TOTALS FOR THIS DBE FIRM:				24,670.00		

* Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items and/or Mobilization Item #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 B, V.A.2 and V.B.1 of the Special Provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

2. CO-SUBMITTANTS: 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 there to 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.

DBE: Robert Kikrovat, TRM
 Contact: (847) 808-6800
 Phone:
 Firm Name: Harfam Construction Inc.
 Address:
 1200 Gasket Drive
 Plain, IL 62450

Signature for DBE Contractor: _____ TRM
 DBE: LAMOTIS
 Contact: Wei-Ling
 Phone: 630-446-1000
 Firm Name: DBE Traffic Safety, Inc.
 Address: 1311 Providence Pl., Springfield, IL 62760

CONTRACT #



DBE CERTIFIED

Contact
Cell phone
Email
Owner
Project #

Mark Long
630 488-1068
marklong@d2ktraffic.com
ISTHA
I-19-4490

D2K Traffic Safety, INC.
 1251 Frontenac Road, Suite 100
 Naperville, IL 60563
 phone 630-416-9700
 fax 630-416-9710

Letting Date:	12/10/2019
Item #:	
Completion Date:	9/15/2021
Working Days	

Item #	Item Description	Estimated Quantity	Unit Price	U/M	Extension
78005100	EPOXY PVMT MK, L&S	36.00	\$8.00	SQ FT	\$288.00
78005110	EPOXY PVMT MK, 4"	10,499.00	\$0.60	FOOT	\$6,299.40
78005130	EPOXY PVMT MK, 6"	7,577.00	\$0.75	FOOT	\$5,682.75
78005150	EPOXY PVMT MK, 12"	1,364.00	\$2.00	FOOT	\$2,728.00
J1780145	EPOXY PVMT MK, 10"	6,554.00	\$1.25	FOOT	\$8,192.50
	EPOXY MOBILIZATION	1.00	\$1,500.00	L SUM	\$1,500.00
TOTAL BID					\$24,690.65
DBE PARTICIPATION					\$24,690.65

Quote good for 30 days from letting date shown above. See below for notes. All notes are incorporated into quoted unit prices shown above.

PACKAGED QUOTE PLEASE CALL D2K TRAFFIC TO DISCUSS BEFORE SPLITTING OUT ANY ITEMS FROM PACKAGE

QUOTE EXCLUSIONS: RAILROAD INSURANCE, PERFORMANCE & PAYMENT BONDS, PERMITS, FLAGGERS, TEMPORARY TRAFFIC SIGNALS, AUTOMATED FLAGGER DEVICES, ROADWAY REPAIRS, INCIDENTAL ADDITIONS TO TRAFFIC CONTROL, TEMPORARY LANE CLOSURES, CONCRETE BARRIER WALL, EXISTING SIGNAGE: REMOVING, RELOCATING, STORING, SIGN LOSS, COVERING AND/OR REPLACING, SIGNS REQUIRING FOUNDATION WORK, CORING, TRAFFIC CONTROL EQUIPMENT: DAILY MOVEMENT AND MAINTENANCE OF EQUIPMENT, OR SURVEILLANCE.

A COPY OF THE GENERAL CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS WILL BE REQUIRED UPON EXECUTION OF THE SUBCONTRACT

- PERMANENT PAVEMENT MARKING ARE BID FOR 1 MOBILIZATION, FOR ADDITIONAL MOBILIZATIONS ADD \$2,000/EACH
- INDIVIDUAL LINE ITEMS MAY BE REMOVED FROM THIS QUOTE; ANY CHANGES MUST BE APPROVED BY ESTIMATOR
- PAVEMENT MARKING AND MARKERS REQUIRE ONE WEEK NOTICE FOR ALL OPERATIONS
- D2K REQUIRES A CLEAN, COMPLETE, AND EQUIPMENT/WORK FREE AREA
- CLEANING AND/OR TEMP TAPE REMOVAL WILL BE BILLED AS TIME & MATERIAL
- UNIT PRICES DO NOT INCLUDE TEMPORARY LANE CLOSURES (SEE OTHER EXCLUSIONS ABOVE)
- ALL REPAIRS DUE TO DAMAGE FROM THE GENERAL CONTRACTOR OR ITS SUBS' ACTIVITIES WILL BE BILLED AS TIME & MATERIAL
- ALL CONTROL POINTS MUST BE LOCATED BY THE OWNER, THE OWNER'S REPRESENTATIVE, OR THE GENERAL CONTRACTOR;
- DOCUMENTATION OF EXISTING PAVEMENT MARKINGS (IF REQUIRED) WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY



Illinois State Toll Highway Authority "STHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

1-19-4490

Prime Contractor: **Diam, Incorporated**
DOB: [redacted] MBE: [redacted] WBE: [redacted] SBA: [redacted]

PRIME: JV PARTNER: SUBCONTRACTOR: TRUCKER: SUPPLIER: MANUFACTURER:

SUBCONTRACTOR: ITEM 1 (SUB TO PRIME): Y N ITEM 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 follows: apparent bidder to constructionhik@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.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT	DBE %	DBE AMOUNT
TOTALS FOR THIS DBE FIRM:						
				35,786.00		

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

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

2. COMMITMENT: The undersigned 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 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 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 DBE Contractor: **Diane Bickett** Title: **President** Date: **12/09/2019**

Signature for Prime Contractor: **Robert Kurovati** Title: **President** Date: **12-10-19**

Firm Name: **Diam, Incorporated** Firm Name: **Nartam Construction Inc.**
 Email: **Diane@dianinc.com** Email: **[redacted]**
 Phone: **708-364-0904** Phone: **[redacted]**
 Address: **[redacted]** Address: **[redacted]**



Illinois Department of Transportation

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

March 25, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Federico Rojas
Metromex Contractors, Inc.
9550 Sergio Dr., Ste. 100
McCook, IL 60525

Dear Mr. Rojas:

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

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. 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 is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

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

Sincerely,


E. Diane Cook-Pelton, Manager
DBE Certification Section
Bureau of Small Business Enterprises



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2018

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Illinois 2308 Cabot Dr, Ste 100		CONTACT NAME: Moly Moran PHONE (M/F, Hk): (630) 243-4831 FAX (M/F, Hk): (630) 245-4601 EMAIL ADDRESS: m.moran@bboli.com	
State IL 60532		INSURER(S) AFFORDING COVERAGE INSURER A: ACUTY, A Mutual Insurance Company NAC # 14184	
INSURED Dian, Inc 14200 Ashford Ct Orland Park IL 60467-1997		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 General Master 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.

TYPE	TYPE OF INSURANCE	COVERAGE PERIOD	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		K36310	05/09/2019	05/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		K36310	05/09/2019	05/09/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> CLAIMS-MADE		K36310	05/09/2019	05/09/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	K36310	05/09/2019	05/09/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 600,000 E.L. DISEASE - EA EMPLOYEE \$ 600,000 E.L. DISEASE - POLICY LIMIT \$ 600,000

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

CERTIFICATE HOLDER File Copy	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

CONTRACT # 3-19-0490

DBE FIRM NAME: MA Rebar Services, Inc.

CHECK ALL THAT APPLY:

DBE ()
 MBE ()
 WBE ()
 SDB ()
 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 ENCH 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 (\$)
5000205	INSTALL	353,310	1.25	409,912.50		
TOTALS FOR THIS DBE FIRM:				409,912.50		

*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 #2677010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE goal percentages.

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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 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 and can subject the contractor to contract termination.

Signature for Prime Contractor: Robert Khokovuts
 Title: Resident
 Date: 12/10/11
 Firm Name: Robert Khokovuts Construction, LLC
 E-mail: robert@robertkhokovuts.com
 Phone: 847-605-6100
 Address: 1700 Cassket Dr. Caryn IL 60120

Signature for DBE Contractor: Theresa Keim
 Title: resident
 Date: 12/20/11
 Firm Name: MA Rebar Services, Inc.
 E-mail: CK@marebarservices.com
 Phone: 773.485.7842
 Address: 1415 West 37th Street, Suite 205W Chicago, IL

CONTRACT #

1-19-4490

DBE FIRM NAME:
CHECK ALL THAT APPLY

MA Rebar Services, Inc.
 DBE
 MBE
 WBE
 SBA 8(a)

PRIME N 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 EACI's 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 opening. 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	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Predicts to 60% of contract amount, if firm is a supplier)
50800205	Early Rebar Form	333,310	1.25	409,971.25		
TOTALS FOR THIS DBE FIRM:				409,971.25		

*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 under 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 N/A

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 in 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 Standard Provisions for DBE Participation and can subject the contractor to contract termination.

Signature for Prime Contractor: Robert Kutrowski
 Title: [Redacted]
 Date: 12-10-19
 Contract: (847) 608-6800
 Firm Name: Martan Construction Inc.
 E-mail: [Redacted]
 Phone: [Redacted]
 Address: 1200 Gasket Drive, Elgin, IL 60120

Signature for DBE Contractor: [Redacted]
 Title: President
 Date: 12/9/2019
 Contact: Theresa Keim
 Firm Name: MA Rebar Services, Inc.
 E-mail: tk@matchbar.com
 Phone: 773.485.7842
 Address: 1415 West 37th Street, Suite 205W Chicago, IL 60609

CONTRACT # **L-19-4490**

DBE FIRM NAME: **ALF Cartage Inc**
 DBE MBE WBE SDB

CHECK ALL THAT APPLY:

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MAINTENANCE

SUBCONTRACTOR: TIER 1 SUB TO PRIME TIER 1 OR BELOW: MBE 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 constructiondbepart@illinois.com.
 If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE firm letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicate to 60% of contract amount if firm is a SUPPLIER)</small>
	See Attached				X	\$ 1,512,105.90
				2,217,190.50	X	1,330,344.30
TOTALS FOR THIS DBE FIRM:						1,330,344.30
						NONI

*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 W5571010, 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 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. 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 award 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: *[Signature]* Title: *[Title]* Date: 1/26/2025

Signature for DBE Contractor: *[Signature]* Title: *[Title]* Date: 1/26/2025

Company Name: *[Company Name]*

Address: *[Address]*



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2/2

CONTRACT # 1-19-4490

DBE FIRM NAME: Material Solutions Laboratory
CHECK ALL THAT APPLY: DBE NAME WORK SALES/IN

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on 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 in thousands of dollars, rounded to three decimal places)</small>
JT155001	CONTRACTORS QUALITY PROGRAM - SEE RATE SHEET	1	\$380,000	\$380,000		\$380,000
TOTALS FOR THIS DBE FIRM:				\$380,000		

*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 #1557010, 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.

- 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 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: Robert J. KROVATZ, President
 Date: 12/10/19
 Contact: (847) 508-6800

Signature for DBE Contractor: [Redacted]
 Date: December 9, 2019
 Contact: Dual Title

Firm Name: Material Solutions Laboratory
 Address: 1200 Gasket Drive, Plain, IL 60129
 Phone: 617-488-7718
 Address: 3000 Benvenuto Dr. Elk Grove Village, IL 60007

CONTRACT #

815.725.4500
fax: 815.725.4501
www.c3corporation.net



Remittance:
P.O. Box 759
Wilmington, IL 60481

2 December 2019 (Revised 9 Dec. 2019 – Review of Addendums 1 & 2)

MARTAM CONSTRUCTION INC.
1200 Gasket Drive
Elgin, IL 60120

Phone (847) 608-6800
FAX (847) 608-6804

RE: ISTHA 1-19-4490 • Flagg Crk San. Sewer Relocation

PROPOSAL FOR CONSTRUCTION LAYOUT

This proposal reflects one time staking & is based on proper survey control, horizontal & vertical, being in place at the project site. An electronic file will be required for this project. Standard "Construction Layout" practice applies. No item listed for "Construction Layout".

SCOPE OF WORK

C³ Corporation will perform "Construction Layout" based on the following:

Silt Fence, R.O.W Fence – Stake alignment.

Noise Walls, Retaining Walls – Stake moment slabs & leveling pads with elevations.

Box Culvert – Stake the base and set wall alignment with elevations.

Bike Path – Stake one side for alignment with off-sets and elevations. Stake wingwalls!

Concrete Gutter – Stake on an off-set with elevations.

Temporary Soil Retention – Stake ends and alignment.

Storm – Stake center of new structures with off-sets and elevations. Includes headwalls!

Poles, Temporary Poles – Stake centerline. Ground & wall mounted!

Telescoping Sign Supports – Stake center of each foundation and set 2 alignment stakes.

Jacking & Receiving Pits – Stake the corners.

ITS Gantry – Stake foundation with elevations.

Survey Control - An allowance has been made to locate and check survey control.

R.O.W. Markers – Furnish & Install markers. #JI666010 & #JI666020

Construction Layout Fee is: \$57,000.00

F & I ROW Markers (13) \$1,000.00 Ea. is: \$13,000.00

All Project Management and office support is included in the hereon-stated fee. C3 Corporation is not bidding "As-Builts" or layout for any item not listed above. Please call for revisions.

Regards,


Carol A. Marquis President



822 N. 129th Infantry Drive, Suite 105 ♦ Joliet, Illinois 60435-3107
PROFESSIONAL DESIGN FIRM – LAND SURVEYING ♦ DBE – IDOT CERTIFIED ♦ WBE CERTIFIED

Construction Layout - Roads ♦ Bridges ♦ Railroads ♦ Airports
Surveying - Industrial ♦ Commercial ♦ Residential ♦ ALTA ♦ Condominium ♦ Topographic



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2015 - DBE PARTICIPATION STATEMENT FORM PART 2

CONTRACT # 1-19-4490

DBE FIRM NUMBER
CHECK ALL THAT APPLY

METROMEX CONTRACTORS, INC
DBE
RACE
WOMEN
SMB (8(a))

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

SUBCONTRACTOR: TIER 1 (DUE 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@getipans.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 zero if contract awarded if firm is a supplier)</small>
	SEE ATTACHED QUOTATION					
				TOTALS FOR THIS DBE FIRM:		181,006.14

*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 Allowable Items, including but not limited to Mobilization Item #15671010, will not be approved with 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: Robert Kulrowski Title: VICE PRESIDENT Date: 12/10/19

Contact: DANIEL ROLAS Title: Date:

Firm Name: METROMEX CONTRACTORS, INC.

E-mail: drolas@metromex1.com

Phone: 708-485-3000

Address: 1200 CASHEW DRIVE

FLYIN, IL 60120

Contract # 1-19-4490

(Rev 7/2018) DBE - 13



QUOTATION

9550 Sergo Drive Suite 100
 McCook, IL 60525
 Phone: (708)485-3000
 Fax: (708) 485-3011

PROPOSAL DATE

PROPOSAL FOR

December 10, 2019	ISTHA I-19-4490 FCWRD SANITARY SEWER RELOCATIONS
-------------------	--

ITEM NUMBER	PAV ITEM CODE	ITEM DESCRIPTION	# of BARS	PAV TYPE	USE of Material	QUANTITY	UNIT PRICE	TOTAL PRICE
	40800275	BIT MATL PRIME COAT			LB	1,175	\$ 0.01	\$ 11.75
	40603065	HMA BINDER CSE TL-19.0, N70	1/8		TON	3	\$ 838.80	\$ 2,516.40
	40603335	HMA SURFACE CSE MIX O, N50	3/4		TON	65	\$ 243.00	\$ 20,655.00
	40603340	HMA SURFACE CSE MIX O, N70	1/8		TON	2	\$ 1,238.50	\$ 2,473.00
	40700100	BIT MATL TACK COAT			LB	116	\$ 0.01	\$ 1.16
	J1408107	ASPHALT TACK COAT			LB	213	\$ 0.01	\$ 2.13
	J1440022	SHLD RUMBLE STRIP REM	1		SY	100	\$ 191.50	\$ 19,150.00
	J1482104	WMA SLOPS 6"	2		SY	673	\$ 83.40	\$ 56,128.20
	J1485030	TEMP PAVT CLASS 3 (10 1/2")	2		SY	915	\$ 68.60	\$ 61,068.00
		PRICES (EXCEPT RUMBLE STRIP REM) ARE BASED ON COMPLETING WORK DURING NORMAL WORK HOURS (7 AM TO 4 PM).						\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

EXCLUSIONS:

- General Contractor is responsible to ensure sub base is at proper grade prior our paving operation.
- The preparation of a firm base/sub-base at proper elevation is to be performed by others.
- If a NMA sub base overhaul is required, it is not included.
- For All Class O Patches, we do not include the cost of any removal or preparation.
- We exclude any stripping of asphalt prior to PCC placement; pavement will be placed on grass.
- Prices are based on having productive mobilizations, based on an approved schedule prior to work.
- Our quote does not include any overtime or weekend surcharge and is based on Monday through Friday for a normal work week.
- We do not participate in liquidated damages or incentive plans as we have no control of project schedule.
- Cleaning of sewer and structure is not included.
- Layoff, Traffic Control, Saw Cuts, special insurance, bonds, permits, state sales tax, are not included.
- If we are scheduled to pave adjacent to newly poured concrete, we will require the concrete to be fully cured before we place any HMA.
- We reserve the right to refuse any additional work added by the owner or items changed by the owners Engineers and the quoted prices are for only the items shown on the bid BOI Set of Plans.
- We elect to use the Bid/Proposal Index if available and must be submitted with your bid.
- Blowdown QC/QA Testing is included for the above items.
- Additionally, this quotation page must be part of the subcontractor agreement.

NOTES:

- Prices are based on having productive mobilizations, based on an approved schedule prior to work. We have shown the estimate working days and production rates used during the bidding process above; if additional working days are required our minimum daily rate is \$10,500.00 payable by the GC as we have no control over project schedule or sequence of operations.
- All Materials are guaranteed to be as specified, and the above work to be performed in accordance with the drawing and specifications.

Work to be completed by August 1st, 2021

Total \$ 182,006.64

Proposal Prepared by _____

Approval of Proposal _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date: _____

General Contractor Signature: _____



MBE Letter of intent Certification will be forwarded on request
 Please contact us at (708) 485-3000
 with any questions or comments
 Thank you for your business!





Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # **I-19-4490**

DBE FIRM NAME: **MTC Moreno's Inc.**
CHECK ALL THAT APPLY: DBE MBE WBE DBAW

PHONE: _____ NY PARTNER: _____ SUBCONTRACTOR: _____ TRUCKER: X SUPPLIER: _____ MANUFACTURER: _____

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$)
VARIOUS	Contract Trucking Services, See Attached					
				TOTALS FOR THIS DBE FIRM:		100,000.00
						0

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #15871010, 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. **HAUL DIRT & STONE**

2. CO-MENTORSHIP: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commensurate-by-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: **[Redacted]** *Passalunghi 12-10-19*

Contact: **(647) 608-6800**

Firm: **Harkim Construction Inc.**

Address: **1200 Gasket Drive**

City/State: **Plujin, IL 60120**

Signature for DBE Contractor: **[Redacted]**

Contact: **Humberto Moreno**

Firm: **MTC Moreno's Inc.**

Address: **micromoreno@dispatch1@gmail.com**

City/State: **815-703-1062**

Date: **12/9/2019**

Contract No. I-19-4490

Certification: View

Certification List

Vendor Information

Business Name	MTC Morenos, Inc.
VendorID	20255327
Primary Owner's Name	Humberto Moreno
Company Type	Corporation
Ethnic Group	
Gender	

Certification Information

Certifying Agency	Illinois Unified Certification Program
Certification Type	DBE - Disadvantaged Business Enterprise

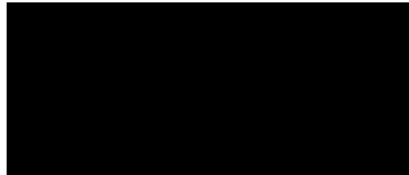
Contact Information

Main Company Email	moreno.humberto98@yahoo.com
Main Phone	815-703-1082
Main Fax	815-518-0174
Main Company Website	

Addresses

Physical Address

Mailing Address



Business Capabilities

Business certified for	TRUCKING; Specialized Freight (except Used Goods) Trucking, Local
Full Description of Capabilities/Products	
Commodity Codes	NAICS 484220 Specialized Freight (except Used Goods) Trucking, Local (More)

Owner Ethnicity and Gender

Ethnic Group

Gender

Location

County	Winnebago (IL)
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Certification List

(//www.census.gov)

North American Industry Classification System

You are here: [Census.gov](#) > [Business & Industry](#) ([/econ/www/index.html](#)) > [NAICS](#) ([/naics/www/naics/index.html](#)) > [NAICS Search/Tools](#)

2017 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

484220 Specialized Freight (except Used Goods) Trucking, Local

This industry comprises establishments primarily engaged in providing local, specialized trucking. Local trucking establishments provide trucking within a metropolitan area that may cross state lines. Generally the trips are same-day return.

Illustrative Examples:

Local agricultural products trucking
Local dump trucking (e.g., gravel, sand, top-soil)
Local boat hauling
Local livestock trucking
Local bulk liquids trucking

Cross-References. Establishments primarily engaged in--

- Providing long-distance specialized freight (except used goods) trucking including all North American international travel--are classified in Industry [484230](#) ([/cgi-bin/sssd/naics/naicsrch?code=484230&search=2017](#)), Specialized Freight (except Used Goods) Trucking, Long-Distance;
- Providing local general freight trucking--are classified in Industry [484110](#) ([/cgi-bin/sssd/naics/naicsrch?code=484110&search=2017](#)), General Freight Trucking, Local;
- Providing trucking of used household and office goods--are classified in Industry [484210](#) ([/cgi-bin/sssd/naics/naicsrch?code=484210&search=2017](#)), Used Household and Office Goods Moving; and
- Providing waste collection--are classified in Industry Group [5621](#) ([/cgi-bin/sssd/naics/naicsrch?code=5621&search=2017](#)), Waste Collection.

2007 NAICS	2012 NAICS	2017 NAICS	Corresponding Index Entries
484220	484220	484220	Agricultural products trucking, local
484220	484220	484220	Ash, garbage, recyclable material, refuse, rubbish, trash, or waste hauling (except collection or disposal)
484220	484220	484220	Automobile carrier trucking, local
484220	484220	484220	Boat hauling, truck, local
484220	484220	484220	Bulk liquids trucking, local
484220	484220	484220	Coal hauling, truck, local
484220	484220	484220	Dry bulk trucking (except garbage collection, garbage hauling), local
484220	484220	484220	Dump trucking (e.g., gravel, sand, top-soil)
484220	484220	484220	Farm products hauling, local
484220	484220	484220	Flatbed trucking, local
484220	484220	484220	Grain hauling, local
484220	484220	484220	Gravel hauling, local
484220	484220	484220	Livestock trucking, local
484220	484220	484220	Log hauling, local
484220	484220	484220	Milk hauling, local
484220	484220	484220	Mobile home towing services, local
484220	484220	484220	Oil and gas field equipment trucking, local
484220	484220	484220	Refrigerated products trucking, local
484220	484220	484220	Sand hauling, local
484220	484220	484220	Tanker trucking (e.g., chemical, juice, milk, petroleum), local
484220	484220	484220	Top-soil hauling, local
484220	484220	484220	Tracked vehicle freight transportation, local
484220	484220	484220	Trucking, specialized freight (except used goods), local

ABOUT US
([/www.census.gov/about.html](#))
Are You In a Survey?
([/www.census.gov/programs-](#)

FIND DATA
QuickFacts
([/www.census.gov/data/quickfacts/quickfacts.html](#))

BUSINESS & INDUSTRY
Help With Your Firm
([/www.census.gov/topics/business/industry/census-help.html](#))

PEOPLE & HOUSEHOLDS
2020 Census
([/www.census.gov/topics/business/industry/census-help.html](#))

SPECIAL TOPICS
Adoptions, Customs and
Research Programs
([/www.census.gov/about/partners.html](#))

NEWSROOM
([/www.census.gov/newsroom.html](#))



Moreno's Inc.

2804 Foliage Lane
Rockford, IL 61109
815-703-1082

MTCMorenosDispatch1@gmail.com

MTC Moreno's Inc. cartage quote for:

JOB SITE: ISHTA 4490

Semi-Dump \$100/Hr. + 1 HR Drive Time

- 5% Increase in Hourly/BTL rates starting Jan 1st 2021, and every subsequent year on Jan 1st for life of project
- 5% Increase for Night work on Hourly/BTL rates, 6 Hr Min for Night Work
- 5% Increase for Sunday Work on Hourly/BTL rates, 6 Hr Min for Sunday Hourly Work
- Please see fuel surcharge
- GC responsible for overweight tickets loaded from job site
- By The Load Quotes for stockpiled material only, max 15 min load time, if > will charge every ¼ Hr. at Hrly. Rate
- Tolls reimbursed for hourly pay when on clocked jobsite time, tolls included on tonnage & BTL
- Truck dispatch times will be honored for hourly work as long as said truck arrives on time
- GC responsible for hard to handle upcharges, rejected loads at dump sites or any unforeseeable upcharges, increases in tip fees foreseeable or unforeseeable
- MTC will carry disposal fees to account for DBE credit if needed
- See attached for Increase in tip fee's for any work into 2021
- Payments requested to be paid in 30 days from date GC receives invoice, any late fee payments on tip fee's will be passed to GC if payment not received in timely manner

CARTAGE ONLY UNLESS MARKED

**Winnebago Landfill/Advanced DJ
\$485/Load
+\$10/Ton/Tip Fee**



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # I-19-4490

DBE FIRM NAME: NATURAL CREATIONS LANDSCAPING, INC.
CHECK ALL THAT APPLY: DBE MBE WBE SBA (8(a))

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 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(S)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Reduce to 60% of contract amount if firm is a supplier)</small>
	SEE ATTACHED					
TOTALS FOR THIS DBE FIRM:				286,124.69		

*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 those 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.
- COMMITMENTS:** 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 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 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] DATE: 12-10-19

Contact: ROBERT KUYKOVAL, THE PRESIDENT

Firm Name: (847)608-6906

Email: MARTIN.CONSTRUCTION.INC.

Phone: MARTIN CONSTRUCTION INC.

Address: 1200 GASKEL DRIVE, FLYIN, IL 60170

Signature for DBE Contractor: [Redacted] DATE: 12/14/2019

Contact: JOSÉ M. GARCIA, THE PRESIDENT

Firm Name: NATURAL CREATIONS LANDSCAPING, INC.

Email: JGARCIA@NATURALCREATIONSLANDSCAPING.COM

Phone: 815-724-0991

Address: 356 E. BRUCE STREET, ST. LOUIS, IL 60432

Contract # 19-4490



AS OF 12/10/19 8AM,
PLEASE USE OUR
REVISED PRICING *
BELOW ON YOUR BID

BID PROPOSAL

Page 1 of 1 Bid Sheets

Natural Creations Landscaping Inc.
358 Bruce St
Joliet, IL 60432

PHONE: (815) 724-0991
FAX: (815) 724-0998

UNION-MBE-DBE

SUBMITTED TO: MARTIN CONSTRUCTION PROJECT NAME: I-294 FCWRD sewer reho I-55 ramps
PHONE: CONTRACT: ISTHA I-19-4490 from 12/10/19
FAX: BID DATE: 12/10/2019

ITEMS: ALL DBE

Item No	Description	UNIT	QTY	Unit Price	Total
20101400	NITROGEN FERTILIZER NUTRIENT	LBS	308.00	\$3.00	\$924.00
20101600	POTASSIUM FERTILIZER NUTRIENT	LBS	823.00	\$3.00	\$2,469.00
25100127	MULCH, METHOD 3A	ACRE	10.00	\$2,200.00	\$22,000.00 *
J211110	TOPSOIL EXCAVATION AND PLACEMENT *See NOTE 1	CY	-1,632.00	-8.50	-\$13,872.00 *
J251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SY	57,578.00	\$1.20	\$69,093.60 *
JS250318	SEEDING, CLASS 4F	ACRE	10.00	\$1,900.00	\$19,000.00 *
JS250320	SEEDING, CLASS 5	ACRE	10.00	\$3,500.00	\$35,000.00 *
JS250350	SEEDING, CLASS 7	ACRE	10.00	\$700.00	\$7,000.00 *
JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	MON	17.00	NO	BID
JS280050	SILT FENCE	LF	4,832.00	\$3.50	\$16,912.00
JS280051	RE-ERECT SILT FENCE	LF	1,208.00	\$2.50	\$3,020.00
JS280100	SUPER SILT FENCE	LF	3,415.00	\$12.50	\$42,687.50 *
JS280151	SAME-DAY STABILIZATION	SY	3,608.00	\$0.01	\$36.08
JS280180	RECTANGULAR INLET PROTECTION	EA	1.00	\$250.00	\$250.00
JS280305	TEMPORARY DITCH CHECKS	LF	270.00	\$13.50	\$3,645.00
JT280500	SEDIMENT FILTER BAG *See NOTE 2	EA	3.00	\$200.00	\$600.00
JT280510	FLOC LOG *See NOTE 2	EA	10.00	\$200.00	\$2,000.00
JT280555	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM, TYPE 1 *See NOTE 3	SY	210.00	\$150.00	\$31,500.00
JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES *See NOTE 4	UNIT	20,000.00	SEE NOTE	

PROPOSAL TOTAL: \$209,496.19

256,437.19

NOTES:

Planned quantities reflect the changes from Addendum 1.

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.

NOTE 2: Our price is to furnish and deliver the floc log, polymer or sediment filter bag material only. Installation, dewatering setup, maintenance and process by others.

NOTE 3: All excavation and subgrades by others. Dewatering/pumping at articulated concrete block (ACB) revetment mat installation sites by others. Our unit price includes the filter fabric underneath and the small quantity of grout used for mat-to-mat connections if needed. Price does not include concrete fill to connect to other structures.

NOTE 4: We can provide assistance with this Allowance line item by using our unit pricing from our other related line items.

Since the Tollway accepts either ILUCP or City of Chicago MBE toward the DBE participation percentage (per special provision page DBE-1), you can count us in for Tollway DBE (NAICS code 581730 landscape installation) for all of the landscaping and erosion control items on this project.

Traffic control and dewatering by others.

For questions call Mitch at 815-724-0991.



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # 1-19-4490

DBE FIRM NAME	REYJAGA BROS. TRUCKING
CONTRACT NUMBER	DBE 000 000 000 000

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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

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 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 # SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicate to both of contract amount if firm is a Supplier)</small>
	MISC. TRAVELING					
TOTALS FOR THIS DBE FIRM:				400,000.00		

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #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. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount. None

2. COMMENTARY: 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.

Contractor: Robert Kutcher Date: 12/10/19

Firm Name: REYJAGA BROS. TRUCKING

Contact: Robert Kutcher

Address: 1720 COURT W. ALLEN IL 60120

Signature for DBE Company: [Signature] Title: OWNER Date: 12-10-19

Contact: REYJAGA BROS. TRUCKING

Firm Name: REYJAGA BROTHERS CONSD. CORP.

Contact: REYJAGA BROS. TRUCKING

Address: 600-838-9001

Certification: View

Certification List

Vendor Information

Business Name	Reynaga Bros. Const. Corp.
VendorID	20060752
Primary Owner's Name	Mr. Ernesto Reynaga
Company Type	Corporation
Ethnic Group	Hispanic American
Gender	Male

Certification Information

Certifying Agency	Cook County
Certification Type	MBE - Minority Business Enterprise
Effective Date	8/24/2019
Renewal Date	8/24/2020

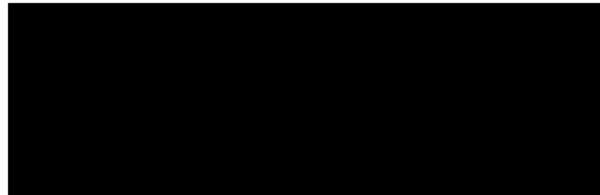
Contact Information

Main Company Email	admin@reynagabros.com
Main Phone	630-871-9001
Main Fax	708-356-6855
Main Company Website	

Addresses

Physical Address

Mailing Address



Business Capabilities

Business certified for	Construction: Excavating, Demolition, Concrete & Asphalt Removal/Replacement; Trucking Hauling and Dumping of Construction Materials	
Full Description of Capabilities/Products	Construction: Excavating, Demolition, Concrete & Asphalt Removal/Replacement; Trucking Hauling and Dumping of Construction Materials	
Commodity Codes	NAICS 238110	Foundation, building, poured concrete, contractors (More)
	NAICS 238910	Excavation contractors (More)
	NAICS 238990	All Other Specialty Trade Contractors (More)

Owner Ethnicity and Gender

Ethnic Group	Hispanic American
Gender	Male

Location

CONTRACT # **I-19-4490**

DBE FIRM NAME: **S&J Construction Co., Inc.**

CIRCLE ALL THAT APPLY: DBE MBE WBE SBA (NA)

PREMISE: JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

CHECK ALL THAT APPLY:

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Reduce to 50% of contract amount if firm is a SUPPLIER)</small>
	See Attached			\$134,096.50		\$134,096.50
				TOTALS FOR THIS DBE FIRM:		\$134,096.50

* 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 MS671010, 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 and can subject the contractor to contract sanctions.

Signature for Prime Contractor: *Robert Kurovich* Title: **President** Date: **12/19/19**

Contact: **Martina Construction**

Firm Name: **Robert & Martina Construction**

E-mail: **RM1-100X-LEAD**

Phone: **817-100X-LEAD**

Address: **1200 GARDNER ST. GYGIN, TX 76012**

Signature for DBE Contractor: *Simone Kapovich* Title: **President** Date: **12-03-2019**

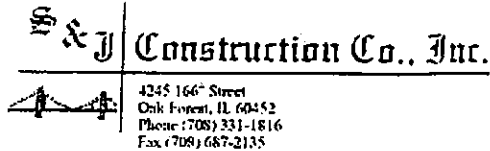
Contact: **Simone Kapovich**

Firm Name: **S&J Construction Co., Inc.**

E-mail: **skapovich@sjconsl.com**

Phone: **708-331-1816**

Address: **4245 166th Street Oak Forest, IL 60452**



Flagg Creek Water Reclamation District
Sanitary Sewer Relocations
Tri-State Tollway (I-294)
ISTHA Contract No. I-19-4490

BID DATE: 12/10/2019
REVISED: 12/18/2019
 Page 1 of 3

SCHEDULE OF PRICES – SIGNING

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	11,736.0	\$2.20	\$25,819.20
72400320	REMOVE SIGN PANEL-TYPE 2	SQ FT	20	\$20.25	\$405.00
72400330	REMOVE SIGN PANEL-TYPE 3	SQ FT	140	\$10.00	\$1,400.00
72400600	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	2	\$830.00	\$1,660.00
72700100	STRUCTURAL STEEL SIGN SUPPORT-BREAKAWAY	POUND	600	\$4.00	\$2,400.00
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	32	\$27.00	\$864.00
73400100	CONCRETE FOUNDATIONS	CU YD	1.4	\$3,600.00	\$5,040.00
73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	2	\$1,000.00	\$2,000.00
73700200	REMOVE CONCRETE FOUNDATION-GROUND MOUNTED	EACH	2	\$1,860.00	\$3,720.00
J1728010	TELESCOPING STEEL SIGN SUPPORT, BARRIER ASSEMBLY	EACH	1	\$210.00	\$210.00
JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	28.7	\$1,775.00	\$50,942.50
JS734G10	FOUNDATION FOR ITS GANTRY FRAME	CU YD	21.6	\$1,700.00	\$36,720.00
JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	20	\$15.00	\$300.00
JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	144	\$25.00	\$3,600.00
JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED	EACH	5	\$345.00	\$1,725.00
JT726020	MILEPOST MARKER ASSEMBLY, BARRIER WALL MOUNTED	EACH	1	\$350.00	\$350.00
JT726040	REMOVE AND REINSTALL MILEPOST MARKER	EACH	6	\$460.00	\$2,760.00
JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$20,000.00	\$20,000.00
TOTAL PRICE WITH REBAR					\$159,915.70
TOTAL PRICE WITHOUT REBAR					\$134,096.50

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 General Contractor (GC). We have not included any spoil removal or dumping of spoil. We have not included hazardous or special waste should it appear.

**** Reinforcement Bars, Epoxy Coated may be removed from this quote. See General Notes. ****

Continue on page 2...

General Notes:

- 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.
- Furnishing and installation of all rebar associated with the concrete items in this quote is included. This includes truss foundations, gantry foundations, and structural steel breakaway foundations.
- If rebar is removed from this quote:
 - All rebar installation shall be completed by others.
 - All layout for rebar installation shall be completed by others
 - S&J will set rebar cages in each drilled shaft. The cages shall be delivered on a flatbed at the time of the drilling/pour operation. Delivery shall be such that the cage can be picked off of the delivery truck and set directly into the shaft without repositioning the crane.
- We have excluded backfilling around any of the 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.
- Access to foundation work areas shall be provided to S&J by the GC in a manner that allows for all foundations in a given stage to be completed under 1 mobilization.
- Obstruction drilling will be charged per IDOT Article 109.4.
- All traffic control and protection, lane closures, flagging requirements, etc. shall be the responsibility of the GC.
- 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.*
- GC 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.
- We have included the anchor bolts for Items:
 - JS734A10 "FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE"
 - JS734G10 "FOUNDATION FOR ITS GANTRY FRAME"

**Flagg Creek Water Reclamation District
Sanitary Sewer Relocations
Tri-State Tollway (I-294)
ISTHA Contract No. I-19-4490**

**BID DATE: 12/10/2019
REVISED: 12/18/2019
Page 3 of 3**

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.

Certification: View

Certification List

Vendor Information

Business Name	S & J Construction Co., Inc. DBA N/A
VendorID	20061330
Primary Owner's Name	Ms. Simone Kapovich
Company Type	Corporation
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Effective Date	7/30/2019
Renewal Date	7/1/2020

Contact Information

Main Company Email	skapovich@sjconst.com
Main Phone	708-331-1816
Main Fax	708-687-2135
Main Company Website	www.sjconst.com

Addresses

Physical Address	4245 166th Street Oak Forest, IL 60452
Mailing Address	4245 166th Street Oak Forest, IL 60452

Business Capabilities

Business certified for	NAICS 237310 Bridge Construction
Full Description of Capabilities/Products	NAICS 237310 Bridge Construction
Commodity Codes	NAICS 237310 Bridge construction (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female
DBE Ethnic Group	Caucasian

Location

County	Cook (IL)
--------	-----------

Additional Information

Ward

Community Area

Certification List

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CONTRACT #

T-14-4490

DBE FIRM NAME:
CIRCLE ALL THAT APPLY

THE SVI GROUP LLC
DBE (WBE) (SBA WBE)

CHECK ALL THAT APPLY:

TRUCKER

SUPPLIER

MANUFACTURER

SUBCONTRACTOR:

PRIME

JV PARTNER

SUBCONTRACTOR

TRUCKER

SUPPLIER

MANUFACTURER

TIER 1 (SUB TO PRIME):

TIER 2 OR BELOW:

Y N

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 how apparent bidder to constructionbid@pctllhas.com. If additional space is needed, complete an additional form(s) for the firm or attach a decalder 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 50% of contract amount if firm is a SUPPLIER)</small>
	Need and furnish aggregates Material disposal MOI SPECIAL WORK			\$1,000,000		
TOTALS FOR THIS DBE FIRM: \$1,000,000						

* 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. MOI that these items are not included in the itemization 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 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 Department of Diversity and Strategic Development 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 in more 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: Robert P. Hoffmann Title: President Date: 12-18-19

Contract: Robert P. Hoffmann, Inc.

Firm Name: Robert P. Hoffmann, Inc.

Phone: 641-608-0800

Address: 1200 Oakrest W, Caryn, IL 60012

Signature for DBE Contractor: Cynthia Hebard Title: President Date: 12-18-19

Contract: Cynthia Hebard

Firm Name: The SVI Group LLC

Phone: 630-606-8300

Address: PE Box 951, St. Charles, IL 60174

Certification: View

Certification List

Vendor Information

Business Name	The Sivi Group LLC
VendorID	20316000
Primary Owner's Name	Cynthia Holland
Company Type	LLC
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Effective Date	5/3/2019
Renewal Date	5/1/2020

Contact Information

Main Company Email	cynthiasivi@gmail.com
Main Phone	630-608-6805
Main Fax	847-608-6804
Main Company Website	

Addresses

Physical Address	1200 Gasket Drive Elgin, IL 60120
Mailing Address	P.O. Box 951 St. Charles, IL 60174

Business Capabilities

Business certified for	NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil)
	Specializes in hauling construction materials such as stone, dirt, pipe, small equipment
Full Description of Capabilities/Products	NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil)
	Specializes in hauling construction materials such as stone, dirt, pipe, small equipment
Commodity Codes	NAICS 484220 Dump trucking (e.g., gravel, sand, top-soil) (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female
DBE Ethnic Group	Caucasian

Location

County

Kane (IL)

Additional Information

Ward

Community Area

Certification List

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Certification: View

Certification List

Vendor Information

Business Name	The Sivi Group LLC
VendorID	20316000
Primary Owner's Name	Cynthia Holland
Company Type	LLC
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Effective Date	5/3/2019
Renewal Date	5/1/2020

Contact Information

Main Company Email	cynthiasivi@gmail.com
Main Phone	630-608-8805
Main Fax	847-608-6804
Main Company Website	

Addresses

Physical Address	1200 Gasket Drive Elgin, IL 60120
Mailing Address	P.O. Box 951 St. Charles, IL 60174

Business Capabilities

Business certified for	NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil) Specializes in hauling construction materials such as stone, dirt, pipe, small equipment
Full Description of Capabilities/Products	NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil) Specializes in hauling construction materials such as stone, dirt, pipe, small equipment
Commodity Codes	NAICS 484220 Dump trucking (e.g., gravel, sand, top-soil) (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female
DBE Ethnic Group	Caucasian

Location

County

Kane (IL)

Additional Information

Ward

Community Area

Certification List

Customer Support

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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # I-19-4490

DBE firm address: The Svirid Group LLC
CHECK ALL THAT APPLY: DBE MBE WBE SDB DBA

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 low apparent bidder to constructionbid@getpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Reduce to 60% of contract amount if firm is a SUPPLIER)</small>
	<u>ROAD AND FURNISH aggregates</u> <u>ROAD AND DISPOSALS</u> <u>AND</u> <u>NEW SPECIAL WASTE</u>			<u>\$1,000,000</u>		
TOTALS FOR THIS DBE FIRM:				<u>\$1,000,000</u>		

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #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, specify by 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-sensible 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 there to 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 Provisions for DBE Participation and can subject the contractor to contract sanctions.

SIGNATURE FOR PRIME CONTRACTOR: Robert Kuhn THIS DATE: 12-18-19
 TITLE: President
 Firm Name: Marion Construction, Inc
 E-mail: Robert.Kuhn@marion-con.com
 Phone: 601-908-0810
 Address: 1200 Carpent N, Algine, IL 60012

SIGNATURE FOR DBE CONTRACTOR: Cynthia Holland THIS DATE: 12-20-19
 TITLE: President
 Firm Name: The Svirid Group LLC
 E-mail: cynthiasvirid@svirid.com
 Phone: 616-666-8885
 Address: P.O. Box 451, St. Charles, IL 60174

Certification: View

Certification List

Vendor Information

Business Name	The Sivi Group LLC
VendorID	20316000
Primary Owner's Name	Cynthia Holland
Company Type	LLC
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Effective Date	5/3/2019
Renewal Date	5/1/2020

Contact Information

Main Company Email	cynthiasivi@gmail.com
Main Phone	630-608-8805
Main Fax	847-808-6804
Main Company Website	

Addresses

Physical Address	1200 Gasket Drive Elgin, IL 60120
Mailing Address	P.O. Box 951 St. Charles, IL 60174

Business Capabilities

Business certified for	NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil)
Full Description of Capabilities/Products	Specializes in hauling construction materials such as stone, dirt, pipe, small equipment NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil) Specializes in hauling construction materials such as stone, dirt, pipe, small equipment
Commodity Codes	NAICS 484220 Dump trucking (e.g., gravel, sand, top-soil) (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female
DBE Ethnic Group	Caucasian

Certification: View**Certification List****Vendor Information**

Business Name	The Sivi Group LLC
VendorID	20316000
Primary Owner's Name	Cynthia Holland
Company Type	LLC
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	City of Chicago
Certification Type	WBE - Women Business Enterprise
Effective Date	5/3/2019
Renewal Date	5/1/2020

Contact Information

Main Company Email	cynthiasivi@gmail.com
Main Phone	630-608-8805
Main Fax	847-608-6804
Main Company Website	

Addresses

Physical Address	1200 Gasket Drive Elgin, IL 60120
Mailing Address	P.O. Box 951 St. Charles, IL 60174

Business Capabilities

Business certified for	NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil)
	Specializes in hauling construction materials such as stone, dirt, pipe, small equipment
Full Description of Capabilities/Products	NAICS 484220 Dump Trucking (e.g. gravel, sand and top soil)
	Specializes in hauling construction materials such as stone, dirt, pipe, small equipment
Commodity Codes	NAICS 484220 Dump trucking (e.g., gravel, sand, top-soil) (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female
DBE Ethnic Group	Caucasian

Illinois State Toll Highway Authority - ISTHA

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

I-19-4496

Work Zone Safety INC

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

TER 1 (SUS TO PUMPS) N TIM 2 OR BELOW: Y N UNDER CONTRACTS:

This form must be completed for EACH disassembled 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.

Item No.	Description	Quantity	Unit	Value	DBE %	DBE Value
	See Attached					
TOTALS FOR THIS DBE FIRM:				141,093.60		

*Contracting 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 #15571010, 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 PAYMENTS: 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: [Redacted] Date: 12-10-19

Contact: Robert KULTOVAL, Title: DBE

Prime Name: Work Zone Safety INC

Address: 17091 Gaylord Rd. East Hill, IL 60103

Phone: (815) 834-0429

Email: Paul@workzonesafetyinc.com

ATTENTION: ESTIMATING

Work Zone Safety, Inc.

CERTIFIED DBE
 17051 Gaylord Road Phone: 815-834-0429
 Crest Hill, Illinois 60403 Fax: 815-834-2357

JOB PROPOSAL

BID DATE: DEC. 10, 2019 QUOTE VALID 30 CD
 ISTHA #: I-19-4490
 LOCATION: I284
 CITY/VILLAGE: BURR RIDGE

ITEM	DESCRIPTION	QTY	UNT	PRICE	TOTAL
70300900	PV MK TPE TYPE IV L&S	38	SF	\$ 3.30	\$118.90
70300904	PV MK TPE TYPE IV 4"	13,930	FT	\$ 1.10	\$15,323.00
JS701010	M.O.T.	1	LS	\$ 88,400.00	\$88,400.00
JT701030	SUPP BARRICADE	100	EA DY	\$ 1.00	\$100.00
JT701031	SUPP SIGNING	50	SF	\$ 20.00	\$1,000.00
JT701032	SUPP FLASH ARWBD PER DAY	2	EA DY	\$ 25.00	\$50.00
JT701033	SUPP FLASH ARWBD PER WEEK	1	EA WK	\$ 150.00	\$150.00
JT701034	SUPP FLASH ARWBD PER MONTH	1	EA MN	\$ 825.00	\$825.00
JT701035	SUPP M.O.T.	30	DY	\$ 100.00	\$3,000.00
JT701082	TEMP INFO SGN OVHD MT > 24 SF	90	SF	\$ 40.00	\$3,600.00
JT701200	PRT CHG MESS SGN	30	CD	\$ 50.00	\$1,500.00
JT701210	PRT CHG MESS SGN	8	WK	\$ 300.00	\$2,400.00
JT701220	PRT CHG MESS SGN	14	CM	\$ 1,200.00	\$16,800.00
JT783008	WTRBLST PV MK RM WVAC REC	3,006	SF	\$ 3.00	\$9,018.00
TOTAL BID					\$29,883.90

THERE ARE NO TEMPORARY LANE CLOSURES INCLUDED IN THE LUMP SUM, SEE PRICES BELOW.

THIS QUOTE DOES NOT ALLOW SUBCONTRACTING FOR ANY TEMPORARY EXPRESSWAY LANE CLOSURES TO ANOTHER PROVIDER.			
THERE ARE	0	FLASHERS INCLUDED IN THE ABOVE LUMP SUMS.	
THERE ARE	200	BARRELS W/SH HEADS IN THE ABOVE LUMP SUMS.	
THERE ARE	2	ARROWBOARDS INCLUDED IN THE ABOVE LUMP SUMS.	
* THE LUMP SUM FOR TRAFFIC CONTROL IS BASED ON THE PLANS AND SPECIFICATIONS ISSUED AT THE TIME OF THE BID, ANY CHANGES TO THE STAGING, PHASING, OR REQUESTS FROM ANY ENGINEER, OR CONTRACTOR FOR ADDITIONAL EQUIPMENT, WILL BE INVOICED BY CHANGE ORDER, FORCE ACCOUNT, OR THE PREVAILING RENTAL RATE			
** ALL PAVEMENT MARKING REMOVAL ITEMS DO NOT INCLUDE SHORT TERM MARKING, IF WATERBLAST MARKING REMOVAL IS USED, IT REQUIRES A MINIMUM MOBILIZATION FEE OF \$ 3,000.00 OR 1000 SF FOR EACH CALL OUT.			
*** AN ADDITIONAL \$130.00 PER HOUR PORT TO PORT FOR A STRIPING CREW OF INSTALLATIONS LESS THAN 2800 FT PER DAY			
THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE LUMP SUM:			
1. TEMP & PERM LANE CLOSURES	6. PERMANENT SIGN REMOVAL	11. NO PARKING SIGNS	16. BOND
2. TEMP & PERM PAVEMENT MARKING	7. PERMANENT SIGN INSTALLATION	12. IMPACT ATTENUATORS	17. DETOURS
3. PEDESTRIAN BARRICADE SET UP	8. ORANGE SNOW FENCE	13. BARRIER WALL	18. CONES
4. PAVEMENT MARKING REMOVAL	9. FLAGGERS OR AFAD	14. SURVEILLANCE	
5. ROAD PLATE	10. TRAFFIC SIGNALS	15. CHANGEABLE M&G SIGNS	
TRAFFIC CONTROL & PROTECTION COMPLETION:			
E31 CD 3/18/21			
AN ADDITIONAL CHARGE OF \$ 130.00 PER DAY AFTER..... 8/18/21 OR E31 CD			
TEMPORARY EXPRESSWAY LANE CLOSURES			
	MON-FRI	SATURDAY	SUNDAY
1. RAMP CLS.	\$ 865.00	\$ 1,060.00	\$ 1,360.00 EA.
2. SHOULDR. CLS.	\$ 896.00	\$ 1,000.00	\$ 1,300.00 EA.
3. 1 LANE CLS.	\$ 2,700.00	\$ 2,800.00	\$ 3,400.00 EA.
4. 2 LANE CLS.	\$ 2,900.00	\$ 3,100.00	\$ 3,600.00 EA.
5. 3 LANE CLS.	\$ 3,360.00	\$ 3,460.00	\$ 3,860.00 EA.
6. EA ADD. 1/2 MI.	\$ 75.00	\$ 100.00	\$ 125.00 EA.
1/2 MILE WORK AREA			
RENTAL RATE PER CAL. DAY			
1. BARREL W/STDY BRN	\$ 0.90	EA.	
2. DG SIGN & STAND	\$ 2.20	EA.	
3. ARROWBOARD	\$ 45.00	EA.	
4. TYPE 3 BAR W/PLSH	\$ 3.00	EA.	
5. TYPE 1 BAR W/PLSH	\$ 0.48	EA.	
6. CHG. MESS. SIGN	\$ 110.00	EA.	
SALE ITEMS		SALE ITEMS	
1. 28" TRIMLINE CONES	\$ 19.00	EA.	4. POIL TAPE, 2 ROLLS, 50 YDS. EA.
2. STRIPED VESTS	\$ 25.20	EA.	5. FLAGS
3. STOP & SLOW PADDLE	\$ 84.60	EA.	6. SAND BAG (FULL)
			\$ 3.50
IF THERE ARE ANY QUESTIONS ABOUT THIS QUOTE, PLEASE DO NOT HESITATE TO CALL:			
	X	Pam Ackerman	815-834-0429 ext. 107
		Frank Martens	630-308-2016
		Ralph Ackerman	630-432-4360
		Nick Bethune	815-834-0429 ext. 105
ACCEPTED BY: _____			
Contractor			
Authorized Signature _____			
Date _____			

CONTRACT # [REDACTED] CONTRACT VALUE: \$ [REDACTED]

Wangler Tech, LLC

DBE FORM 2015 - DBE PARTICIPATION STATEMENT FORM, PART 2

PRIME CONTRACTOR: [REDACTED] SUBCONTRACTOR: [REDACTED]

CHECKER MUST SIGN: [REDACTED]

PRIME: [REDACTED] AV PARTNER: [REDACTED] TENDER: [REDACTED] SUPPLIER: [REDACTED] MANUFACTURER: [REDACTED]

The form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tolksay by 5:00 pm on the fifth calendar day after notification to the prime by the Tolksay at tolksay@mnstatehighway.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.

PARTIAL PAY ITEMS	DESCRIPTION: include whether contract only, or both furnish and install	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(include no more than 50% of contract amount if firm is a SUBPLIER)</small>
1	CONCRETE	5	294.5	1472.5	X	535.5
2	PAVING	24	34.6	830.4	X	426.7
TOTALS FOR THIS DBE FIRM				2302.9		962.2

*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 #361010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE goal percentages.

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

2. COMMENTS: 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 by the DBE to the Prime Contractor 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 STRATA's Department of Diversity and Strategic Development. The Prime Contractor must request, in writing, approval by STRATA'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: [REDACTED] Title: President Date: 12/18/19

Signature of DBE Contractor: [REDACTED] Title: President Date: 12/17/19

Contractor Name: Wrangler Tech, LLC

Contact: Susie Cassidy

Address: 1200 Cassette W. Minn. St. 55120

Phone: 312-301-7254

Email: Scassidy@Wranglertech.net

Certification: View

Certification List

Vendor Information

Business Name	Wrangler Tech, LLC
VendorID	20443092
Primary Owner's Name	Danene McMahon
Company Type	LLC
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	State of Illinois Central Management Services
Certification Type	WBE - Women Business Enterprise
Effective Date	8/11/2017
Renewal Date	8/11/2020

Contact Information

Main Company Email	dmcMahon@wranglertech.net
Main Phone	630-915-4780
Main Fax	708-469-7515
Main Company Website	http://www.wranglertech.net

Addresses

Physical Address	9000 W 67th Street IL Hodgkins, IL 60525
Mailing Address	9000 West 67th Street Hodgkins, IL 60525

Business Capabilities

Business certified for	ELECTRICAL CABLES AND WIRES Communication Security Systems HVAC Equipment, Accessories and Supplies (Not Otherwise Classified)	
Full Description of Capabilities/Products	ELECTRICAL CABLES AND WIRES Communication Security Systems HVAC Equipment, Accessories and Supplies (Not Otherwise Classified)	
Commodity Codes	NIGP 03167	HVAC Equipment, Accessories and Supplies (Not Otherwise Classified)
	NIGP 28000	ELECTRICAL CABLE AND WIRE, NOT ELECTRONIC
	NIGP 83834	Communication Security Systems

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Female

Location

County

Cook (IL)

Additional Information

Region

Metro Chicago

Reciprocal Certification Agency

Certification List

Customer Support

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Certification: View

Certification List

Vendor Information

Business Name	WRANGLER TECH, LLC
VendorID	20443092
Primary Owner's Name	Danene McMahon
Company Type	LLC
Ethnic Group	
Gender	

Certification Information

Certifying Agency	Illinois Unified Certification Program
Certification Type	DBE - Disadvantaged Business Enterprise

Contact Information

Main Company Email	dmcMahon@wranglertech.net
Main Phone	630-915-4780
Main Fax	708-469-7615
Main Company Website	http://www.wranglertech.net

Addresses

Physical Address	9000 West 67th Street Hodgkins, IL 60525
Mailing Address	9000 West 67th Street Hodgkins, IL 60525

Business Capabilities

Business certified for	Construction materials, electrical, merchant wholesalers Security systems merchant wholesalera Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers; Construction materials, electrical, merchant wholesalers; Security systems merchant wholesalers; Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
------------------------	--

Full Description of Capabilities/Products	
---	--

Commodity Codes	NAICS 423610	Boxes and fittings, electrical, merchant wholesalers (More)
	NAICS 423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers (More)

Owner Ethnicity and Gender

Ethnic Group	
Gender	

Location

County

Cook (IL)

Certification List

Customer Support

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Certification: View

Certification List

Vendor Information

Business Name	WRANGLER TECH, LLC
VendorID	20443092
Primary Owner's Name	Danene McMahon
Company Type	LLC
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	Cook County
Certification Type	WBE - Women Business Enterprise
Effective Date	12/5/2018
Renewal Date	2/3/2020

Contact Information

Main Company Email	dmcMahon@wranglertech.net
Main Phone	630-915-4780
Main Fax	708-469-7515
Main Company Website	http://www.wranglertech.net

Addresses

Physical Address	9000 West 67th Street Hodgkins, IL 60525
Mailing Address	9000 West 67th Street Hodgkins, IL 60525

Business Capabilities

Business certified for	Distributor: Security Camera and Body Camera Equipment; Telecommunications Equipment; Fiber Optic Cabling Supplies; LED Lighting; Electrical Supplies; and Information Technology Based Power Supplies	
Full Description of Capabilities/Products	Distributor: Security Camera and Body Camera Equipment; Telecommunications Equipment; Fiber Optic Cabling Supplies; LED Lighting; Electrical Supplies; and Information Technology Based Power Supplies	
Commodity Codes	NAICS 423430	Computer peripheral equipment merchant wholesalers (More)
	NAICS 423610	Alarm apparatus, electric, merchant wholesalers (More)
	NAICS 423610	Coaxial cable merchant wholesalers (More)
	NAICS 423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers (More)
	NAICS 423610	Electrical apparatus merchant wholesalers (More)
	NAICS 423610	Security systems merchant wholesalers (More)
	NAICS 423690	Telecommunications equipment merchant wholesalers (More)

Owner Ethnicity and Gender

Ethnic Group **Caucasian**
Gender **Female**

Location

County **Cook (IL)**

Additional Information

Service-Disabled Veteran **No**
Business

[Certification List](#)

Certification: View

Certification List

Vendor Information

Business Name	WRANGLER TECH, LLC
VendorID	20443092
Primary Owner's Name	Danene McMahon
Company Type	LLC
Ethnic Group	Caucasian
Gender	Female

Certification Information

Certifying Agency	City of Chicago
Certification Type	DBE - Disadvantaged Business Enterprise
Effective Date	3/6/2019
Renewal Date	1/15/2020

Contact Information

Main Company Email	dmcMahon@wranglertech.net
Main Phone	630-915-4780
Main Fax	708-469-7515
Main Company Website	http://www.wranglertech.net

Addresses

Physical Address	9000 West 67th Street Hodgkins, IL 60525
Mailing Address	9000 West 67th Street Hodgkins, IL 60525

Business Capabilities

Business certified for	423610 - Construction materials, electrical, merchant wholesalers 423610 - Security systems merchant wholesalers 423730 Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
Full Description of Capabilities/Products	423610 - Construction materials, electrical, merchant wholesalers 423610 - Security systems merchant wholesalers 423730 Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
Commodity Codes	NAICS 423610 Construction materials, electrical, merchant wholesalers (More) NAICS 423610 Security systems merchant wholesalers (More) NAICS 423730 Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers (More)

Owner Ethnicity and Gender

Ethnic Group	Caucasian
--------------	-----------

Gender **Female**
DBE Ethnic Group **Caucasian**

Location

County **Cook (IL)**

Additional Information

Ward
Community Area

[Certification List](#)



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

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

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

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

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

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

Print Name: _____ 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 Tollway 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, RNAL (Request for Release of Final Retainage)

SECTION A: to be completed by Prime Contractor

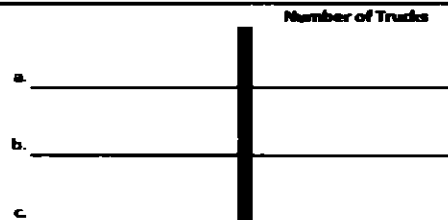
- (a) Contract Number _____
- (b) Prime Contractor Name _____
- (c) Contract Award Value _____
- (d) Amount Earned to Date _____
- (e) Percent Complete Chose One
- (f) Reporting Period: _____ To _____

(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
			#DN/OI

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

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

- (j) Total value of payments received for trucks owned and operated by this DBE trucker
- (k) Total value of payments received for trucks leased and operated by another DBE trucker
- (l) Total value of payments received for trucks leased from a Non-DBE trucker



- (m) \$ _____
Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.
- (n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) d. _____
- (o) Total DBE Trucking Participation Based on DBE Special Provision VII.A. \$ _____
Sum of a, b & d above

- (p) _____
Signature of DBE Sub-Contractor Authorized Agent
- (q) _____
Printed Name
- Date _____
- Title _____

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



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 Tollway 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> _____ (Printed Company Name)	
I, _____, its duly authorized agent with full power (Printed Name of Agent)	
and Tollway to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	_____
Signature of Agent:	_____
Date of Signature:	_____

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

- Women: at least 6.9 percent for all contracts.
- Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.6%.

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

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

for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition,

the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

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

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

7. 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 #: 1-19-4490

Prime: Martam Construction

Date: 12/9/19

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)	1												
Supervisors													
Foremen	6				3								
Clerical													
Equipment Operators	10	1	1		1								
Mechanics	1												
Truck Drivers	15	2	2		4								
Ironworkers	4		1		1								
Carpenters	5				2								
Cement Masons	4	1			2	1							
Electricians	4												
Pipefitters, Plumbers													
Painters	2												
Laborers, Semi-Skilled	12	2	1		5	1							
Laborers, Unskilled	22	2	2	1	10	1							
TOTAL	86	8	7	1	28	3							

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F
1			
6		3	
8			
1			
10		2	
5		2	
4		2	
12	2	6	1
18	1	8	1
65	3	23	2

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								

* 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) 26 new hires would be recruited from the area in which the contract project is located; and/or (number) 26 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) 50 persons will be directly employed by the prime contractor and that (number) 44 persons will be employed by subcontractors.

Company MARTAM Construction, Inc Telephone Number 817-608-6800
1200 BASKET DR
Address Elgin, TX 76020

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.

STATE OF ILLINOIS

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

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of 2.00% based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

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

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

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

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

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

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

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

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

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

- 6. Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.
- The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.
- 6.1.** In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other Bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- 6.2.** If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- 6.3.** If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
- 7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1.** The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
- 7.2.** Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
- 7.3.** Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
- 7.3.1.** Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2.** Failure of performance;
 - 7.3.3.** Financial incapacity;
 - 7.3.4.** Refusal by the certified VOSB/SDVOSB vendor to honor the bid or bid price or scope;
 - 7.3.5.** Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.3.6.** Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five 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. Veteran payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Diversity Payment Reporting Instructions posted on the Tollway's website.

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

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.

Date: 12/10/2019
 To: Contact Name: Robert Kutrovaiz
 Contractor Company Name: Marlam Construction, Inc.
 From: Shelly Jones
 DBE Project Specialist

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

Subject: **VOSB Plan Review** Date Original Plan Submitted: 12/10/2019 Revision # 0
 Contract # 1-19-4490 Established VOSB Goal: 2.00 %
 Contract Description: Flaggs Creek Water Reclamation District (FCWRD) Sanitary Sewer Relocations Tri-State Tollway (I-294) I-55 Ramps to 55th Street and 47th Street to Ogden Avenue MP 24 to MP 25.5

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	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Healthy Mid-Continent Company	SB	VOSB	Structural	\$3,702,044.35	\$3,702,044.35	20.53 %	CMS	M	Caucasian
Total # of subcontractors: 1			TOTAL	\$3,702,044.35	\$3,702,044.35	20.53 %			
Total # of subcontractors: 1			Total %			20.53 %			



PRIME CONTRACTOR: Martam Construction
CONTACT NAME: Robert Kubrovitz
CONTACT PHONE NUMBER: 847-808-8800
CONTACT E-MAIL: robert@martam.com

CONTRACT NUMBER I-19-4180

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@gstpass.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 80% credit amount.
Herlihy Mid-Continent	Structural	4,151,895.00
TOTAL		4,151,895.00

For ebid: the submission of Form 2026 constitutes signature of this form
For hardcopy: signature required.



Form 2026 - 03/2018

CONTRACT # 1-19-4490

Veteran-Owned Small Business (VOSB) or Service-Disabled Veteran-Owned Small Business (SDVOSB)

Herlily Mid-Continent Company

PRIME JV PARTNER SUBCONTRACTOR OTHER ALTERNATIVE TRUCKER SUPPLIER MANUFACTURER

SUBCONTRACTOR: TRK 1 (GIVE TO PRIME): Y N TRK 2 (ON FLOW): 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 8th calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@pepfas.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on VOSB firm company letterhead.

PATTERN NO.	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (Indicate to 50% of contract amount if firm is a SUPPLIER)
	See Attached Proposal			415,185.00		
	VOSB Amount Less DBE Participation included in Proposal					
TOTALS FOR THIS VOSB FIRM:				3702,044.35		

*Contingency Work must not be included under Pay Items and will not be approved forward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Abatement Items, including but not limited to Mobilization Item #15671010, 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. COMMENTARY: 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(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CLAIMS to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereon must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and may result in the VOSB being debarred from future contracts.

SIGNATURE OF PRIME CONTRACTOR: [Redacted] President 12/18/19

CONTACT: Robert Kharovats
Firm Name: Mattan Construction, Inc
Email: Robert@matan.com
Phone: 630-618-6825
Address: 100 Lanier Dr. Algonquin, IL 60101

SIGNATURE OF VOSB CONTRACTOR: [Redacted] Vice Pres. 12/10/19

CONTACT: Arthur K. Haggerty
Firm Name: Herlily Mid-Continent Company
Email: arthmcco.net
Phone: 630-378-1000
Address: 7306 Marquette Drive, Romeoville, IL

1. Herlihy includes Partial Qty of 115 CY of REMOVE AND DISPOSE OF UNSUITABLE MATERIAL, pay item 20201200. The remaining quantity is in the excavation/sewer.
 2. Herlihy includes Partial Qty of 333,310 LBS. of REBAR, EPOXY COATED, pay item 50800205. The remaining quantity is located in the junction chambers and the gantry foundations.
 3. Herlihy includes 1 each of COFFERDAM, (TYPE 1) (INSTREAM/WETLAND WORK), pay item X0900075. The remaining quantity Herlihy was unable to locate in the plans.
 4. HMC Excludes All Temp. Soil Retention Work and the associated Engineering Profession Liability
 5. HMC includes SP 107.1 Engineering Profession Liability for 50201101 Cofferdam Ty I Location 1.
 6. HMC includes SP 107.1 Engineering Profession Liability for J1522500 MSE Ret Wall
 7. HMC includes SP 107.1 Engineering Profession Liability for J1522500 MSE Ret Wall
 8. Construction Materials Testing and QC/QA by others. We estimate 1,970 CY of concrete requiring 12 each half-day and 10 each full-day trips from QC tester.
 9. We exclude disposal of excavated material (approximately 948 CY). We included load spoil onto truck provided by others in a timely manner. We will not double handle material.
 10. All underground and overhead obstructions are to be removed by others.
 11. No tree removal or clearing. All tree removal and clearing to be complete before Herlihy starts work. The Noise wall location require trees to be trimmed or removed completely a minimum of 2' from rear of Noise Wall for 100' vertically.
 12. All construction layout by others. The ground mounted noise wall requires lay out at each post/drilled shaft location. Each noise wall post/drilled shaft requires two hubs for alignment with a cut/fill to grade.
 13. NOISE ABATEMENT WALL PANEL REMOVE, STORE, AND REINSTALL, Pay Item J1522500, Herlihy includes protecting the anchor bolts from existing foundation to be reused with plywood box covers. Any damage by others will be repaired by others or at the expense of others.
 14. Free and unimpaired access to all work locations will be made available by others for safe movement of our equipment and material. Haul roads and Contractor Access To Work Areas, according to ISTHA Standard E6-05, provided and maintained by others.
 15. All traffic control and flaggers by others.
 16. All temporary fence by others.
 17. All erosion control, restorations, and landscaping by others.
 18. Cleaning/Sweeping of roadway by others.
 19. No Bond.
 20. Herlihy is a certified VSOB contractor. See below for Participation Amount.
 21. Herlihy can provide \$ 449,851.45 of DBE participation. See attached 2025.
 22. This Proposal is good for thirty (30) days.
 23. This Proposal is a complete package. No item can be deleted without prior agreement.
-
24. Herlihy includes Partial Qty of 2 Cal-Month for pay Item J1901101 Dewatering. We include Dewatering for the duration of our work only. We exclude continuous Dewatering for others work.

(20.) VSOB Participation -

HMC Proposal Amount	\$ 4,151,895.90
Less - HMC DBE Participation included in Proposal Amount	449,851.45
Total VSOB (Less DBE)	\$ 3,702,044.35

(See attached 2025 DBE Participation Forms)

From: Atlantic Reming	39,881.15
MA Rebar	409,971.30
Total	449,851.45

AGH

FINAL PROPOSAL

HERLIHY
MID-CONTINENT CO

Herlihy Mid Continent Company

1306 Marquette Drive

Romeoville IL 60446

Contact: Jeff Meagher

Phone: 630-378-1000

Fax: 630-378-1002

Quote To: Martam Construction, Inc.

Proposal Date: 12.9.19

Owner: ISTHA 4490

Job Name: I294 - Flagg Crk Water Rec Dist
Sanitary Sewer Relocation

Phone: 847-608-9800

Fax: 847-608-6804

Contact: Craig Mandel

Bid Date: 12.10.19

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20201200	REMV & DISP UNSUIT MTL *** PARTIAL QUANTITY***	115.00	CU Y	40.00	4,600.00
20700220	POR GRAN EMBANK	250.00	CU Y	35.00	8,750.00
50102400	CONC REM	18.00	CU Y	360.00	6,480.00
50200100	STR EXCAV	724.40	CU Y	10.00	7,244.00
50300255	CONC SUPER STR	325.50	CU Y	750.00	244,125.00
50300300	PROTECTIVE COAT	3,287.00	SQ Y	1.50	4,930.50
50800205	REBAR, EPOXY CTD *** PARTIAL QUANTITY***	333,310.00	POUN	1.27	423,303.70
54003000	CONCRETE BOX CULVERT	105.20	CU Y	650.00	68,380.00
58700300	CONCRETE SEALER	18,024.00	SQ F	1.25	22,530.00
X0900075	COFF (TYP 1) (INSTR/WETL WORK) *** PARTIAL QTY***	1.00	EACH	9,000.00	9,000.00
J1503020	HP CONC MOM SLAB STR	1,228.20	CU Y	425.00	521,985.00
J1522500	MS EARTH RETN WALL	9,277.00	SQ F	73.00	677,221.00
JS121102	D&I EX ANCH DWL BARS & ANCH ROD	33.00	EACH	45.00	1,485.00
JS121200	LP EPOXY INJ	667.00	FOOT	40.00	26,680.00
JS671020	MOBILIZATION, TOLLWAY (MOD)	1.00	L SU	250,200.00	250,200.00
JT503040	STR REP CONC (DEP =< 5 IN)	21.00	SQ F	368.00	7,728.00
JT503041	STR REP CONC (DEP > 5 IN)	17.00	SQ F	368.00	6,256.00
JT599040	REM EXIST NSE ABAT WL	38,771.00	SQ F	5.60	217,117.60
JT599044	NSE ABAT WL PAN REM STOR REERECT	12.00	EACH	2,740.00	32,880.00
JT599P01	PERF BSD NSE ABAT WL (PC) NO 1	1.00	L SU	645,000.00	645,000.00
JT599P02	PERF BSD NSE ABAT WL (PC) NO 2	1.00	L SU	950,000.00	950,000.00
JT901101	DEWATERING ***PARTIAL QTY***	2.00	CAL	8,000.00	16,000.00
GRAND TOTAL					\$4,151,895.80

NOTES:

Certification: View

Certification List

Vendor Information

Business Name	HERLIHY MID-CONTINENT COMPANY
VendorID	20335231
Primary Owner's Name	Mr. JOHN OBRIEN
Company Type	Corporation
Ethnic Group	Caucasian
Gender	Male

Certification Information

Certifying Agency	State of Illinois Central Management Services
Certification Type	VOSB - Veteran Owned Small Business
Effective Date	9/3/2015
Renewal Date	9/3/2020

Contact Information

Main Company Email	johno@hmcco.net
Main Phone	630-633-2789 Ext. 2481
Main Fax	630-378-1001
Main Company Website	http://www.hmcco.net

Addresses

Physical Address	1306 MARQUETTE DRIVE ROMEDEVILLE, IL 60446
Mailing Address	1306 MARQUETTE DRIVE ROMEDEVILLE, IL 60446

Business Capabilities

Business certified for	FENCING Demolition Services Maintenance and Repair, Bridges Excavating
Full Description of Capabilities/Products	FENCING Demolition Services Maintenance and Repair, Bridges Excavating
Commodity Codes	NIGP 33000 FENCING NIGP 91240 Demolition Services NIGP 91366 Maintenance and Repair, Bridges NIGP 96839 Excavating

Owner Ethnicity and Gender

Ethnic Group	Caucasian
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VOSB FORM 2023

Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

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

Good Faith Efforts Checklist

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

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

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

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

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

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

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

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



VOSB FORM 2023 page 2

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

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

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

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

Print Name: _____ **Phone contact:** _____

Position: _____ **E-mail address:** _____

Signature: _____ **Date:** _____

ILLINOIS STATE TOLL HIGHWAY TOLLWAY

SPECIAL PROVISION

FOR

BID CREDIT INCENTIVE PROGRAMS

1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

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

Current Tollway Bid Credit Programs are:

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

BID CREDITS UTILIZED: The amount of BID CREDITS required to establish the apparent low Bidder based on the difference between the award criterions 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 Tollway.

3. EARNING BID CREDITS

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

4. BIDDING PROCEDURES

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

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

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

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

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

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

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

4.5 Entering Bid Credits on the bid forms:

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

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

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

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

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

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

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

6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused Bid Credits do not expire.

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

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

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

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

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

7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

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

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

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



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: 1-19-449D
CONTRACTOR/CONSULTANT NAME: Martam 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.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by vendor without the prior written consent of the State.

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

State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The contractor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (21) days following any change in facts or circumstances that might impact the contractor's ability to satisfy its legal or contractual responsibilities and obligations

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Martam Construction, 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.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Agreed:	Agreed:
By: <u>PROBIA KUROVA 3</u>	By:
Signed: _____	Signed:
Position: <u>President</u>	Position:
Date: <u>12/9/19</u>	Date:



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

Date: 11/2/19 Project Number: 1-19-4490

Project Name: Flags Creek Water District Sanitary Sewer Relocation

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

Will you be using any sub-contractors/consultants? 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-OBE 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 R.C.S. 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: Martam Construction

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Robert@martam.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 OBE Form 2026 and VOBB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

Sub-Contractor/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)
Hummer Tree Service	[REDACTED]	1104 1st North Lockport, IL	Clearing	94,077.50
Midwest Mole	[REDACTED]	4614 W. 35th Greenfield, IN	Truck	2,246,145
Utility Dynamics	[REDACTED]	29 Commerce Dr. Osage, IL	Electric	1,415,000
Hertling Mid-Contract	[REDACTED]	1306 Macomb Ave. Springfield, IL	Structure	3,702,000.35

Signature: [REDACTED]
 Printed Name: Robert Kutrowski

Date: 11/2/19



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

Date: 11/2/19 Project Number: 1-19-4490

Project Name: Flag Creek Water District Sanitary Sewer Relocation

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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

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

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

Contractor/Consultant: Martam Construction

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Robert@Martam.com

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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)
Atlantic Printing	[REDACTED]	1149 Gause Hwy, Oak Lawn, IL	Printing	\$ 39,821.15
MAR R. DAN	[REDACTED]	4415 W. 37th St. Chicago, IL	REBAR	\$ 409,911.30
CSD	[REDACTED]	2220 Vale, Springfield, IL	environmental	\$ 186,590.00
S+J Construction	[REDACTED]	4245 116th, Oak Forest, IL	Singing	\$ 134,096.50

Signature: [REDACTED]
 Printed Name: Robert Kuchovatz

Date: 11/2/20



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

Date: 1/2/10 Project Number: 1-19-4490

Project Name: Flagg Creek Water District Sanitary Sewer Relocation

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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Contractor/Consultant: Martam Construction

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Robert@Martam.com

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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)
<u>Michomex</u>	[REDACTED]	<u>9550 Sarge Dr. Melrose, IL</u>	<u>Asphalt</u>	<u>\$ 182,006.04</u>
<u>Dian</u>	[REDACTED]		<u>Concrete</u>	<u>\$ 35,786.00</u>
<u>Industrial Fence</u>	[REDACTED]	<u>1300 S. Kilbuckh, Omp, IL</u>	<u>Fence</u>	<u>\$ 420,157.00</u>
<u>Natural Creations</u>	[REDACTED]	<u>354 Bruce St. Joliet, IL</u>	<u>Landscaping</u>	<u>\$ 250,457.19</u>

Signature: [REDACTED]

Date: 1/2/10

Printed Name: Robert Kutrovitz



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

Date: 11/21/19 Project Number: 1-19-4490

Project Name: FLAGG CREEK WATER DISTRICT SANITARY SEWER RELATION

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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Contractor/Consultant: Martam Construction

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Robert@Martam.com

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NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on OBE Form 2026 and VOBB 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)
MSL	[REDACTED]	11040 Arrowhead, GIKONIA, IL	SC/OA	\$300,000.00
C3	[REDACTED]	922 N 229th St, INDIANAPOLIS, IN	LAYOUT	\$70,000.00
D2K	[REDACTED]	1225 Fremont Ave, NAPERVILLE, IL	PAVEMENT MFG.	\$24,140.65
Wink Zone	[REDACTED]	1705 Galloway, OAK HILL, IL	TRAFFIC CONTROL	\$142,093.00

Signature: [REDACTED]
 Printed Name: ROBERTA KURKOWITZ

Date: 11/2/20



Office of the Secretary of State Jesse White
ONLINE DRIVE ILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 50234304
Entity Name MARTAM CONSTRUCTION, INC.
Status ACTIVE

Entity Information

Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Monday, 7 May 1973
State ILLINOIS
Duration Date PERPETUAL

Agent Information

Name

ROBERT KUTROVATZ

Address

1200 GASKET DR
ELGIN , IL 60120

Change Date

Tuesday, 13 March 2012

Annual Report

Filing Date

Friday, 19 April 2019

For Year

2019

Officers

President

Name & Address

ROBERT KUTROVATZ 39W643 HENRY DAVID THOREAU ST CHARLES 60175

Secretary

Name & Address

JERRY KUTROVATZ 1343 FARGO BLVD GENEVA 60134

Old Corp Name

04/27/2011

MARTAM CONSTRUCTION INCORPORATED

[Return to Search](#)

[File Annual Report](#)

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

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Mon Feb 24 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:11 02/24/20

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/24/20 AT 10:33 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

4490 Midwest Mole Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:11 02/24/20

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/24/20 AT 10:31 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

10:11 02/24/20

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/24/20 AT 10:28 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

4490 Bran Incorporated

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:11 02/24/20

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/24/20 AT 10:24 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

4490 Sand J Construction

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:11 02/24/20

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/24/20 AT 10:21 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

10:11 02/24/20

ACTION: S

VENDOR NUMBER= **** [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/24/20 AT 10:19 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

From: Bailey, Shanell
To: Bailey, Shanell
Subject: Heritby Mid-Continent Company [REDACTED]
Date: Tuesday, December 10, 2019 2:51:09 PM

4490 Heritby Mid-Continent Co.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

ACTION: S

VENDOR NUMBER= * [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 12/10/19 AT 14:50 OUR INVOLUNTARY [REDACTED] HOLDING 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.

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From: Bailey, Shanet
To: Bailey, Shanet
Subject: Atlantic Painting Co [REDACTED]
Date: Tuesday, December 10, 2019 2:45:42 PM

4490 Atlantic Painting Co.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED]
VENDOR NAME: *

OFFSET: 00 OF 00

CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/10/19 AT 14:44 OUR INVOLUNTARY [REDACTED] 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.

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From: Bailey, Shanel
To: Bailey, Shanel
Subject: MTC Moreno's Inc [REDACTED]
Date: Tuesday, December 10, 2019 2:40:28 PM

4490 MTC Moreno's

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

ACTION: S

VENDOR NUMBER= **** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 12/10/19 AT 14:39 OUR INVOLUNTARY [REDACTED] HOLDING 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.

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From: dailey, Shanel
To: Bailey, Shanel
Subject: C3 Corporation [REDACTED]
Date: Tuesday, December 10, 2019 2:38:55 PM

4490 C3 Corporation

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

ACTION: S

VENDOR NUMBER= ** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 12/10/19 AT 14:38 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.

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From: Bailey, Shanel
To: Bailey, Shanel
Subject: D2K Traffic Safety Inc [REDACTED]
Date: Tuesday, December 10, 2019 2:37:49 PM

4490 D2k Traffic Safety

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

ACTION: S

VENDOR NUMBER= *** [REDACTED]
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *

OFFSET: 00 OF 00

CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 12/10/19 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *** [REDACTED] . PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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From: Bailey, Shanel
To: Bailey, Shanel
Subject: Work Zone Safety Inc [REDACTED]
Date: Tuesday, December 10, 2019 2:31:41 PM

4440 Work Zone Safety

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

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 12/10/19 AT 14:30 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.

*

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From: Bailey, Shanel
To: Bailey, Shanel
Subject: Material Solutions Laboratory [REDACTED]
Date: Tuesday, December 10, 2019 2:30:40 PM

4490 Material Solutions Laboratory

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

ACTION: S

VENDOR NUMBER= ** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 12/10/19 AT 14:30 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.

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From: Pailey, Shanel
To: Pailey, Shanel
Subject: ALF Cartage inc [REDACTED]
Date: Tuesday, December 10, 2019 2:28:07 PM

4490 ALF Cartage Inc.

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 14:15 12/10/19

ACTION: S

VENDOR NUMBER= ** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 12/10/19 AT 14:27 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.

*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:52 02/24/20

ACTION: S

VENDOR NUMBER= ***[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 02/24/20 AT 13:53 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***[REDACTED]?. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract #

1-19-4490

Today's
Date

12/19/17

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

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

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

Martam Construction, Inc.
Contractor

Robert Kutrovaltz, President
Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Robert Kutrovatz

Business Name: Martam Construction, Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: January 2, 2020

File Number

5023-430-4



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

MARTAM CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 07, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, 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 2ND day of JANUARY A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2000201694 verifiable until 01/02/2021
Authenticate at: <http://www.cyberdriveillinois.com>

Certificate of Registration
STATE BOARD OF ELECTIONS

Registration No. 16828

Martam Construction, Inc.

1200 Gasket Drive

Elgin IL 60120

Information for this business last updated on:

Thursday, January 2, 2020

Certificate produced on Thursday, January 2, 2020 at 1:19 PM



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-11331 Procurement/Contract #: I-19-4490

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

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

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

- 1. Certification of Illinois Procurement Gateway Registration**
My business has an active State of Illinois Vendor Registration Number.

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

State of Illinois Vendor Registration Number: IPG-0315113

IPG Expiration Date: May 21,2020

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

- 3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)**
Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

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

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

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

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Village of Buffalo Grove	University Drive Street & Utility Improvements	Contract	1939845.11	
IDOT	Bridge Repair Golf Rd	Contract	973,368.20	60R99
Village of Elk Grove	Median Enhancements Rohlwing Rd	Contract	1,159,623.00	
IDOT	Main St Bridge Replacement	Contract	2,482,796.00	61E49
Village of Arlington Heights	Downtown Paver Sidewalk Reconstruction	Contract	891,171.00	
IDOT	Intersection Work Dundee/Grove	Contract	2,526,633.28	62A36
Village of Riverside	Railroad Watershed Outfall	Contract	98,691.00	
Thorne Electric	Randall Rd, Silver Glen to County Line	Contract	319,369.10	61E99
Kane County	Randall Rd Over Mill Creek	Contract	466,209.00	
Herlihy Mid Continent	Pump Station #8 US Rt 14	Contract	1,118,656.80	60C48
Village of Algonquin	Downtown Streetscape Stage 2	Contract	2,494,665.96	
IDOT	Bridge Deck Repairs @ Rt 38	Contract	1,330,255.60	62H04
Kane County	Peplow Rd	Contract	\$5,334,759.88	
IDOT	Rt 59 & Stearns	Contract	3,483,695.32	62A99

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

IDOT	Sewer & Culvert Construction	Contract	697,572.25	61E96
Kane County	Fabyan Pkwy Bridge	Contract	2,577,159.70	
IDOT	Rt 31 & Miller Rd Widening	Contract	2,636,385.22	60P66
Village of Bloomingdale	Lake St Median Enhancements	Contract	1,969,425.00	
IDOT	Reconstruction and Signage @ Golf Rd	Contract	4,574,690.19	62B16
IDOT	Bike Path & Ped Tunnel	Contract	3,439,621.75	61E01
City of Aurora	Stolp & Benton Intersection	Contract	540,794.00	
IDOT	Chicago Sr Recon @ Center St	Contract	7,616,826.05	61E15
St. Charles	Checkerboard Parking lot	Contract	177,109.00	
ISTHA	Flagg Creek Water Dist	Pending	18,642,298.80	I-19-4490

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: Martam Construction, Inc.

Phone: 847-608-6800

Street Address: 1200 Gasket Dr.

Email: Robert@martam.com

City, State, Zip: Elgin, IL 60120

Vendor Contact: Robert Kutrovatz

Signature

Date: January 2, 2020

Printed Name: Robert Kutrovatz

Title: President

Vendor Registration: View

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Martam Construction, Inc

System Vendor Number: 20319917

 1 flag has been added to this record. See below for details.

Show only flagged items.

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Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	5/14/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IP6-0315113
REVIEWER	Sarah Irwin
DATE REVIEWED	5/22/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	5/21/2020
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Martam Construction, Inc
CONTACT FOR THIS SUBMISSION	Elizabeth Aderton (change contact)
PRIMARY CONTACT EMAIL	liz@martam.com
PHONE	847-608-6800
FAX	847-608-6804
COMPANY EMAIL	Robert@martam.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	1200 Gasket Dr

Vendor Registration: View Form

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	5/14/2019
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor- All Forms A-I must be completed.	10
2. NAME OF CEO/BUSINESS OWNER	Robert Kutrovatz	10
3. ANNUAL SALES/GROSS RECEIPTS	60,000,000.00	10
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	05/07/1973	10
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	10
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Robert Kutrovatz	10
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	847-608-6800	
CONTACT PERSON EMAIL	robert@martam.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	10
--	--------------------------------	----

Vendor Registration: View Form

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	5/14/2019
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No

Additional Information	
STAFF ATTACHED FILE(S)	Attach File
Refresh List after attaching file(s).	

Vendor Registration: View Form

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Martam Construction, Inc

System Vendor Number: 20319917

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 1 flag has been added to this record. See below for details.



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
Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	5/14/2019
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	150	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 100297-00	

E. Authorized to do Business in Illinois

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

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Vendor Registration: View Form

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	5/14/2019
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

F. Certifications

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

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

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

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

Yes
5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS ND PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

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

Yes

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

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILDO 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)?

10

Yes, I certify my business is registered with BOE.

14828

Additional Information

STAFF ATTACHED FILE(S)

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	5/14/2019
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	Elizabeth Aderton
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 14

No business operations to disclose.

Additional Information

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Martam Construction, Inc

System Vendor Number: 20319917

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	5/14/2019
STATUS	Accepted
BUSINESS NAME	Martam Construction, Inc
POINT OF CONTACT	<u>Elizabeth Aderton</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 10

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? 10

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 10

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? 10

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>IPG Martam Percentage of Ownership 2019 (DOCX, 129.08 KB)</u>	Attached by Elizabeth Aderton on 5/14/2019

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. 10

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 10

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

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? }u

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? }u

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? }u

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? }u

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)? }u

No

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)? }u

No

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. }u

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. }u

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? }u

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? }u

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?

10

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?

10

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?

10

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?

10

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?

10

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?

10

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.

10

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.

10

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.

10

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.

10

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.

10

No

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

Vendor Name: Martam Construction, Inc.

DBA: N/A

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	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Robert Kutrivatz	25%	\$1,521,069.00	0	0
Mickey Kutrovatz	25%	\$1,521,069.00	0	0
Dennis Kutrovatz	25%	\$1,521,069.00	0	0
Jerry Kutrovatz	25%	\$1,521,069.00	0	0
N/A	N/A	N/A	N/A	N/A



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

Date: 11/2/19 Project Number: 1-19-4490

Project Name: Flagg Creek Water District Sanitary Sewer Relocation

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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

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

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

Contractor/Consultant: MARTAM CONSTRUCTION

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Robert@martam.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)
Hanner Tree Service	[REDACTED]	1104 1st 1/2 rd Lockport, IL	clearing	94,077.50
Midwest Mole	[REDACTED]	4814 W. 350th Greenfield, IN	Trench	2,246,145
Utility Dynamics	[REDACTED]	23 Commerce Dr. Oswego, IL	electric	1,661,415.00
Hertling Mid Continent	[REDACTED]	1306 Marguerite, Princeton, IL	structure	3,707,000.35

Signature: [REDACTED]

Date: 11/2/19

Printed Name: Robert Kutrovatz



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

Date: 11/21/19 Project Number: 1-19-4490

Project Name: Flagg Creek Water District Sanitary Sewer relocation

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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

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

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

Contractor/Consultant: Martam Construction

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Robert@Martam.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)
Atlantic Printing	[REDACTED]	11049 East Hwy 1, Oak Klamath IL	Painting	\$ 39,821.15
MAR-KOV	[REDACTED]	1741 S.W. 37th St. Chicago, IL	REBAR	\$ 409,911.30
CSD	[REDACTED]	2220 Yale, Springfield IL	Environmental	\$ 186,590.00
S&J Construction	[REDACTED]	1245 116th, Oak Forest IL	Singing	\$ 134,096.50

Signature: [REDACTED]

Date: 11/21/20

Printed Name: Robert Kutrovatz



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

Date: 11/2/10 Project Number: 1-19-4490

Project Name: Flag Creek Water District Sanitary Sewer relocation

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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

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

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

Contractor/Consultant: Martam Construction

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: Robert@martam.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)
<u>Mchomey</u>	[REDACTED]	<u>9550 Sang Dr. Melrose, IL</u>	<u>Asphalt</u>	<u>\$ 182,006.04</u>
<u>Dian</u>	[REDACTED]	<u>14200 Ashford, Orland Park, IL</u>	<u>Concrete</u>	<u>\$ 35,786.00</u>
<u>Industrial Fence</u>	[REDACTED]	<u>1300 S. Kilbuckh, Chicago, IL</u>	<u>Fence</u>	<u>\$ 420,157.00</u>
<u>Natural Creations</u>	[REDACTED]	<u>356 Belmont, Joliet, IL</u>	<u>Landscaping</u>	<u>\$ 250,437.19</u>

Signature: [REDACTED]
 Printed Name: Robert Kutnovitz

Date: 11/2/10



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

Date: 11/2/19 Project Number: 1-19-4490

Project Name: Flagg Creek Water District Sanitary Sewer Relocation

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: Martam Construction

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: Robert@martam.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	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
MSL	[REDACTED]	1040 Boulevard, Galesburg, IL	QC/QA	\$300,000.00
C3	[REDACTED]	222 N 1st St, Infantry District	LAYOUT	\$70,000.00
D2K	[REDACTED]	2251 Frontenac, Naperville, IL	Pavement Mfg.	\$24,690.65
Winkzone	[REDACTED]	1705 Gaulard, Crest Hill, IL	Traffic Control	\$142,093.00

Signature: [REDACTED]

Date: 11/2/20

Printed Name: ROBERTA KUKOVATZ



Search...

Catalog



Advanced



Open Market Bid 20-557THA-ENGCO-B-11331

Status: 2BA - Approved

General Items Address Accounting Routing Attachments(7) Notes Bidders Questions Amendments(3) Q & A Reminders(5) Summary

Due Date* (MM/DD/YYYY)	Comment* (max 250 characters)	Remind Whom*	Days Prior to Remind*	Date Completed (MM/DD/YYYY)	Send Email	Date Entered	Entered By
	<input type="text"/>				<input type="checkbox"/>		
12/02/2019	Please review and apply bid amendment #1	Eleanor Curcuro	0	12/02/2019	✓	12/02/2019 10:06:24 AM	Shanel Bailey
12/06/2019	Please review and apply bid amendment #2	Eleanor Curcuro	0	12/06/2019	✓	12/06/2019 09:10:59 AM	Shanel Bailey
02/13/2020	Please review the attached NOA and Bid Tabs	Eleanor Curcuro	0	02/13/2020	✓	02/13/2020 01:44:48 PM	Shanel Bailey
03/06/2020	Waiver Granted	Shanel Bailey	0		✓	03/06/2020 08:08:46 AM	Waiver/Other PPB
03/13/2020	Waiver Request	Waiver/Other PPB	14	03/06/2020	✓	02/25/2020 09:28:21 AM	Shanel Bailey

Please save your changes before sorting table. Otherwise, your changes will be lost.

Save & Continue Reset

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ILL-PAS2



Illinois Department of Transportation

Certificate of Eligibility

Martam Construction, Inc.
1200 Gasket Drive Elgin, IL 60120

Contractor No 3702

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

\$137,969,000.00

001	EARTHWORK	\$15,475,000
002	PCC PAVING	\$13,600,000
012	DRAINAGE	\$14,850,000
017	CONCRETE CONSTRUCTION	\$8,850,000
034	DEMOLITION	\$500,000
08A	AGGREGATE BASES & SURF. (A)	\$4,875,000
09A	HIGHWAY STRUCTURES	\$3,200,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/7/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/7/2019.

Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: I-19-4490

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of **16th, January 2020** by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and **Martam 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.

with principal office in the City of **Elgin**, 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-19-4490

(USE INK ONLY)

This agreement, authorized by the Board of Directors to be entered into in duplicate this _____ day of _____, 2019 by and between The Illinois State Toll Highway Tollway (hereinafter referred to as the "Tollway"), 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.

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.
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7. The IDOT Supplemental Specifications and Recurring Special Provisions
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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.

CONTRACT NO: I-19-4490

CONTRACT BOND AGREEMENT

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

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

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

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

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for The Illinois State Toll Highway Tollway issued by the Tollway.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until August 6, 2021, in accordance with the contract book schedule.

CONTRACT END DATE

The contract end date is two (2) years from the completion date. Based on the completion date stated in the contract at the time of award the End Date September 15th, 2023.

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

CONTRACT NO: 1-19-4490

LIABILITY OF JOINT VENTURE

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

PERFORMANCE OF THE WORK

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

Any dispute between the Construction Manager and the contractor with respect to any matter shall be decided by the Chief Engineering Officer of The Tollway and his decision shall be final.

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

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

CONSIDERATION

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

ASSIGNMENT

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

CONTRACT NO: I-19-4490

COVENANT AGAINST CONTINGENT FEES

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

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

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

COMPTROLLER REQUIREMENTS FOR CONTRACTS

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

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

FREEDOM OF INFORMATION ACT

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

GOVERNING LAW; EXCLUSIVE JURISDICTION

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

**CONTRACT NO: I-19-4490
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 Martam Construction, Inc. at:

1200 Gasket Drive

Elgin, Illinois 60120

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 P1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

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

Agreed By

President

Robert Kutrovatz

Printed Name as Signed Above

Date

1/24/20

AT

Secretary

Printed Name as Signed Above

Jerry Kutrovatz

(Seal)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

Willard S. Evans, Jr., Chairman/CEO

03/31/2020

Date

APPROVED:

José Alvarez, Executive Director

March 31, 2020

Date

APPROVED:

Michael Colsch, Chief Financial Officer

3/13/2020

Date

APPROVED:

Kathleen Pasulka-Brown, General Counsel

3/11/2020

Date

Approved as to Form and Constitutionality

Attorney General, State of Illinois

3-11-2020

Date

**CONTRACT NO: I-19-4490
NOTICE**

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

Agreed By:

President

Robert Kutrovatz
Printed Name as Signed Above

Date

1/24/20

Secretary

Printed Name as Signed Above

Jerry Kutrovatz

(Seal)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

Willard S. Evans, Jr., Chairman/CEO

Date

APPROVED:

José Alvarez, Executive Director

Date

APPROVED:

Michael Galsch, Chief Financial Officer

Date

3/13/2020

APPROVED:

Kathleen Pasulka-Brown, General Counsel

Date

3/11/2020

Approved as to Form and Constitutionality

Attorney General, State of Illinois

Date

3-11-2020

CORPORATION SIGNATURE FORM

At a meeting on May 31, 2019, the Board of Directors
of Martam Construction, Inc adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Robert Kutrovatz President
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

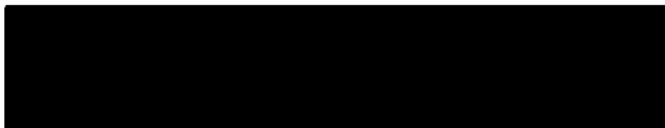
Martam Construction, Inc
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. 1-19-4490.”

I, Jerry Kutrovatz, 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)

1.24.20
Date


Secretary

**WRITTEN CONSENT OF DIRECTOR
IN LIEU OF ANNUAL MEETING**

The undersigned, being the sole director of **MARTAM CONSTRUCTION, INC.**, an Illinois corporation (the "Corporation"), does hereby consent to the following actions, pursuant to §5/8.45 of the Illinois Business Corporation Act of 1983, and waive all notice pursuant to §5/7.20 of that Act:

Election of Officers. The following persons are hereby elected to the offices set opposite their names, to serve until the next annual meeting or until successors are elected and qualified:

Tamas Kutrovatz	Chairman & CEO
Robert Kutrovatz	President
Jerry Kutrovatz	Corporate Secretary
Anthony D. Geschke	CFO & Treasurer
Dennis Kutrovatz	Vice President
Miklos Kutrovacz	Vice President

RESOLVED, the Director does hereby ratify and confirm the actions of the Officers taken in good faith and in the best interests of the Corporation since the last meeting of the Board of Directors, including but not limited to the approval of the Swap Agreement dated December 31, 2018 and the execution of leases for the properties located at 22W736 Poss Road, Glen Ellyn, IL 60137, and 1200|1250 Gasket Dr., Elgin, IL 60120.

RESOLVED, in order to provide adequate cash flow and debt retirement the Corporation will restrict the payment of dividends and distributions to the Stockholders for the year ended December 31, 2018.

Dated as of: May 31, 2019


Tamas Kutrovatz



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 Martam Construction, Inc.

Address 1200 Gasket Drive

City Elgin State IL Zip 60120

Contract Number I-19-4490

Estimated Contract Start Date 04/02/20

Estimated Contract End Date 09/15/23

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

3/5/15 Ver 2.0

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4490

PERFORMANCE BOND

Bond No. 2286698

KNOW ALL PERSONS BY THESE PRESENTS, That we, Martam Construction, Inc.,
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and North American Specialty Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of NH 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 six hundred fifty-five thousand two hundred ninety-eight dollars and eighty cents (\$18,655,298.80), 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 No. I-19-4490, FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS TRI-STATE TOLLWAY (I-294) I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 27th day of January, 2020.

Surety North American Specialty Insurance Company

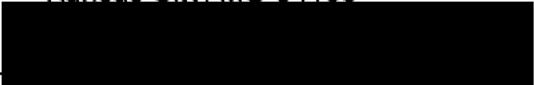
Principal Martam Construction, Inc.

Address 1200 Main Street, Suite 800

Address 1200 Gasket Dr.

Kansas City, MO 64105


Elgin, IL 60120

By 
(Seal) James Moore, Attorney in Fact

By 
(Signature) (Seal)

Robert Kutrovatz, President

Agent for
Surety Hub International Midwest

Attest 

Address 1411 Opus Place, Suite 450

Jerry Kutrovatz, Corporate Secretary

Downers Grove, IL 60515

(Attach Surety's Power of Attorney)

**(Attach Notary Certificate
authenticating Signature of Attorney-In-Fact)**

**(Attach Notary Certificate
authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)**

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JAMES MOORE, STEPHEN KAZMER, DAWN MORGAN,

MELISSA SCHMIDT, KELLY A. GARDNER, and TARIESE PISCIOFFO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Redacted]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Redacted]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 4th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of January, 2020.

[Redacted Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4490

PAYMENT BOND

Bond No. 2286698

KNOW ALL PERSONS BY THESE PRESENTS, That we, Martam Construction, Inc.,
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and North American Specialty Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of NH 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 six hundred fifty-five thousand two hundred ninety-eight dollars and eighty cents (\$18,655,298.80), 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 No. I-19-4490, FLAGG CREEK WATER RECLAMATION DISTRICT (FCWRD) SANITARY SEWER RELOCATIONS TRI-STATE TOLLWAY (I-294) I-55 RAMPS (MP 24.0) TO 55TH STREET (MP 25.5) AND 47TH STREET (MP 26.5) TO OGDEN AVENUE (MP 27.3)
(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 27th day of January, 2020.

Surety North American Specialty Insurance Company

Address 1200 Main Street, Suite 800

Kansas City, MO 64105

By 
(Seal) James Moore, Attorney in Fact

Agent for
Surety Hub International Midwest

Address 1411 Opus Place, Suite 450

Downers Grove, IL 60515

Principal Martam Construction, Inc.

Address 1200 Gasket Dr.

Elgin, IL 60120

By 
(Signature)  (Seal)

Robert Kutrovatz, President
(Name & Title)

Attest 
Jerry Kutrovatz, Corporate Secretary

(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)**

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JAMES MOORE, STEPHEN KAZMER, DAWN MORGAN,

MELISSA SCHMIDT, KELLY A. GARDNER, and TARIESE PISCIOFFO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the full faith and belief of the undersigned that the Company to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of December, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 4th day of December, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of January, 2020.



Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



HUB International.com

1411 Opus Place, Suite 450
Downers Grove, IL 60515
hubinternational.com

1/29/2020

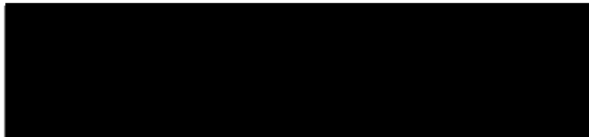
RE:
Martam Construction, Inc.
1200 Gasket Drive
Elgin, IL 60120

Contract # I-19-4490
Flagg Creek Water Reclamation District (FCWRD) Sanitary Sewer Relocations, I-294

To whom it may concern,

All provisions of the accepted certificates of insurance and endorsements indicated have been obtained. We are in the process of obtaining the builders risk insurance and the pollution liability and will provide policy numbers and certificates once secured. We are the broker for Martam Construction, Inc.

Sincerely,



Samantha Zitnik
Associate Account Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Martam Construction, Inc.</p> <p>Endorsement Effective Date: 12/31/2018</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Where required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Martam Construction, Inc.</p> <p>Endorsement Effective Date: 12/31/2018</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any organization which you have a written contract provided that such was executed prior to an occurrence.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence	All Locations and Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
insured

Policy No. WCS7000259

Endorsement No.

Premium \$

Insurance Company

Countersigned by



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER
CONTRACT OR AGREEMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or written agreement.



HUB International.com

1411 Opus Place, Suite 450
Downers Grove, IL 60516
Toll-free: 888-238-9614

hubinternational.com

2/5/2020

RE:

Martam Construction, Inc
1200 Gasket Drive
Elgin, IL 60120

Contract# I-19-4490
Flagg Creek Water Reclamation District (FCWRD) Sanitary Sewer Relocations, I-294

To whom it may concern,

All provisions of the accepted certificates of insurance and endorsements indicated have been obtained. We will provide a binder for the pollution policy that will be effective 4/2/2020. We are the broker for Martam Construction, Inc.

Sincerely,



John Callahan
Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Martam Construction, Inc 1200 Gasket Drive Elgin IL 60120	INSURER A: Allied World National Assurance Company NAIC # 10690	
	INSURER B: Allied World Specialty Insurance Company 18624	
	INSURER C: Travelers Property Casualty Company of America 25674	
	INSURER D: Accident Fund Insurance Company of America 10168	
	INSURER E: Starr Indemnity and Liability 38318	
	INSURER F: NAVIGATORS SPECIALTY INS CO 36056	

COVERAGES

CERTIFICATE NUMBER: 947286021

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes XCU GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	6004-0164	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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	6000-0440	12/31/2019	12/31/2020	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-81N23997-19-NF	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 *FOLLOWS FORM* \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCS7000259	12/31/2019	12/31/2020	<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 F	Excess Liability (15x10) Pollution Liability			1000585483191 CH20ECP204AS7IC	12/31/2019 4/2/2020	12/31/2020 4/2/2022	Occurrence/Aggregate \$15,000,000 Incident/Aggregate \$2,000,000

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

RE: Contract # I-19-4490 Flagg Creek Water Reclamation District (FCWRD) Sanitary Sewer Relocations, I-294
 The Illinois State Toll Highway Authority together with its officials, directors, and employees; the consulting engineer, the program management office, project manager, design section engineer, design corridor manager, construction manager, and construction corridor manager; the Illinois Department of Transportation, Village of Burr Ridge, Village of Hinsdale, Village of Indian Head Park, and Village of Western Springs, their agents and employees are included as additional insured under General Liability, Pollution Liability, and Auto Liability on a primary/non-contributory basis when agreed in a written contract subject to policy terms, conditions, and exclusions. Waiver of subrogation applies under General Liability, Auto Liability, and Workers' compensation in favor of the additional insured listed when agreed in a written contract subject to policy terms, conditions, and exclusions. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

Illinois State Toll Highway Authority
 2700 Ogden Avenue
 ATTN: Risk Management
 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Martam Construction, Inc.

Endorsement Effective Date: 12/31/2019

SCHEDULE

Name Of Person(s) Or Organization(s): Where required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Martam Construction, Inc.

Endorsement Effective Date: 12/31/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any organization which you have a written contract provided that such was executed prior to an occurrence.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence	All Locations and Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

6004-0164

COMMERCIAL GENERAL LIABILITY

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WCS7000259

Endorsement No.
Premium \$

Insurance Company

Countersigned by

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

RE:Illinois State Toll Highway Association
2700 Ogden Avenue Downers Grove, IL 60515
Contract I-19-4490

"The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER
CONTRACT OR AGREEMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or written agreement.



Patricia Feaheny
227 West Monroe St, 45th floor
Chicago, IL 60606
(713) 447-2109
pfeaheny@navg.com

Date: January 31, 2020

To: Samantha Zitnik
HUB INTERNATIONAL MIDWEST LIMITED (Downers
Grove, IL)
1411 OPUS PLACE, STE 450
DOWNERS GROVE, IL 60515

Via Email: samantha.zitnik@hubinternational.com

Contractors Pollution Liability Toolkit II Binder

Dear Samantha:

Thank you for the business and Navigators Environmental is pleased to provide this insurance binder for Martam Construction, Inc. as follows:

Policy Number: CH20ECPZ04AS7IC

Named Insured: Martam Construction, Inc.
1200 Gasket Drive
Elgin, IL 60120

Company: Navigators Specialty Insurance Company
1 Penn Plaza
New York, NY 10019

Navigators Specialty Insurance Company Rate 'A' (Excellent) by A.M. Best

Policy Coverage: Contractors Pollution Liability Toolkit II
NAV ECP-O TLKT II (03/13)

ONLY THOSE COVERAGES SCHEDULED BELOW WITH ACTUAL LIMITS OF LIABILITY ARE INCLUDED IN THIS PREMIUM INDICATION

Policy Coverage Type:	Project	Insured's Exposure Basis:	\$18,600,000		
Policy Period:	04/02/2020 To 04/02/2022				
Coverage	Each Incident	Coverage Section Aggregate	Policy Aggregate	Deductible	Policy Term (Yrs)
A - Operations Pollution Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000	2
B - Site Pollution Liability	N/A	N/A		N/A	
C - Environmental Crisis Management	\$50,000	\$50,000		N/A	
Total Premium:				\$	
Bound Option Comments:	TWO YEAR PROJECT POLICY PLUS TWO YEARS OF COMPLETE OPS COVERAGE				

1: All coverages, limits, sub-limits and endorsements referenced herein are subject to (and not in addition to) the Policy Aggregate Limit shown above. The limits on multi-year policies do not reinstate annually.

Minimum Earned Premium: 100.00%

Broker Commission:

Policy Forms and Endorsement Schedule List*:

The coverage descriptions provided herein are only a brief synopsis of the coverage being afforded, please refer to the actual policy and endorsements for coverage specifics.

Option	Form Title	Form Number
All	Cover Letter	Cover Letter (04/13)
All	NAV ENV Policy Jacket (Non NY)	NAV NSIC ENV POLICY JCKT (01/11)
All	Emergency Response Policy Holder Notice	NAV ENV ERS (02/11)
All	OFAC ENDORSEMENT	NAV-ML-002 (11/12)
All	Common Policy Declarations	NAV ECP-O TLKT II DEC (03/13)
All	Contractors Pollution Liability Toolkit II	NAV ECP-O TLKT II (03/13)
All	Illinois Complaint Notice	NSIC IL NOTICE (10/09)
All	Notice of Claim Form	NENV CN 01 (04/17)
All	Claim Reporting Notice Endorsement	NENV CN 02 (04/17)
All	Full Terrorism Exclusion (Including Certified Act of Terrorism) Endorsement	NENV 8087 (01/15)
All	Completed Operations Extension Endorsement	NENV 8048 (09/13)
All	Illinois Civil Unions Amendatory Endorsement	NENV 001 IL (03/13)
All	Reliance on Another Insurer's Application	NENV 8103 (08/13)
All	Illinois Service of Suit Endorsement	NENV 8100 (07/15)
All	Schedule Project Endorsement	NENV 8047 (03/13)

TERRORISM INSURANCE COVERAGE OPTION:

The Terrorism Risk Insurance Program Reauthorization Act of 2007 as amended in 2015 requires insurance companies to offer limited terrorism coverage. The premium presented in this binder does not include this coverage.

ADDITIONAL CONDITIONS:

This Binder is valid from the date of Binder or the effective date, whichever comes first.

The terms and conditions of this Binder may differ from specifications originally requested. Please call if you have any questions.

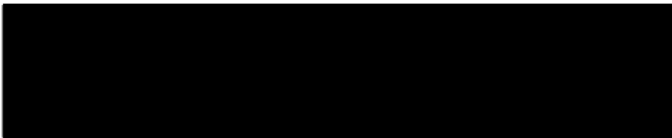
Any policy that may be issued as a result of this Binder, shall not apply to the extent that any offer to provide insurance, or the actual providing of insurance, would be in violation of the laws of the United States including, but not limited to, U.S. economic or trade sanction laws or export control laws administered by the U.S. Treasury, State, and Commerce Department. In the event that any such laws or prohibitions would apply, this Binder is void ab initio.

Navigators Specialty Insurance Company does not accept, review, reject or approve certificates of insurance. Any requests for amendments to coverage must be made in writing to Navigators Specialty Insurance Company. We will not amend policy conditions prior to the date of written request.

Your office is responsible for collection and payment of Surplus Lines taxes and filings.

Disclosure: The insurance referenced herein is offered on a surplus lines basis. The insurance company listed on page 1 of this document is not licensed in the state in which the policy will be delivered, but is an approved non-admitted insurer. Accordingly, there may not be any protection to the insured(s) under the state Insurance Guarantee Fund or Insurer Insolvency Fund, if applicable. Please consult your insurance broker with any questions on surplus lines coverage, non-admitted insurance, and/or state insurance guarantee or insolvency funds.

Sincerely,



Patricia Feaheny
pfeaheny@navg.com

(2) **property damage or environmental damage** to property:

- (a) owned, occupied or used by, or
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your **employee or volunteer worker**), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) with respect to liability arising out of the maintenance or use of that property;
 - (2) until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. Your representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain a majority ownership interest, will qualify as a **named insured** if there is no other similar insurance available to that organization. However, coverage for a newly acquired or formed organization:

- a. is afforded only until the one hundred and twentieth (120th) day after you acquire or form the organization, or the end of the **policy period**, whichever is earlier;
- b. applies only if you provide written notification to us within the hundred and twenty (120) days after the date of such acquisition or formation or before the end of the **policy period**, whichever is earlier;
- c. if, in our sole discretion, we determine additional premium is to be charged you are responsible to pay the additional premium when due; and
- d. does not apply to any **bodily injury, property damage, environmental damage, or crisis management event** that occurred, or any **pollution incident** that began, before you acquired or formed the organization.

No coverage will be afforded subsequent to the one hundred and twentieth (120th) day after you acquire or form any new organization unless and until such organization is specifically endorsed onto the policy by us. The **first named insured** may request that any such newly acquired or formed organization be added to the policy; however, in our sole discretion, additional underwriting information and premium may be required. If we consent to adding any newly acquired or formed organization, the **first named insured** is responsible to pay any additional premium when due.

4. Any person or organization that has at least a majority ownership or controlling interest in you is an insured, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of your work and solely with respect to their financial control of you.

Any person or organization, including your clients for whom you perform your work, whom you agree to insure under an insured contract is an insured, but only with respect to a **pollution incident** arising out of your work and only:

- a. if the contract or agreement is executed and effective prior to the date any **pollution incident** to which this policy applies first began; and
- b. for the lesser of the:
 - (1) minimum limits required by the contract, agreement or permit; or
 - (2) applicable limits of liability in this policy.

No person, organization or entity is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

m. Waste Disposal

any **claim** or **loss** arising out of the disposal of any products or materials, including, but not limited to, **your products** or waste, that have been delivered to any premises, location, or facility for the purpose of treatment, storage, processing, recycling or disposal. However, this exclusion does not apply to a **pollution incident** on, under or migrating from or through a **waste disposal facility** or a third-party jobsite at which you physically perform **your work** and the **pollution incident** is the result of that work.

n. Workers' Compensation and Similar Laws

any **claim** or **loss** arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

o. Your Product

any **claim** or **loss** arising out of **your product** after you have relinquished possession of it to a third party. This exclusion does not apply to **your products** that you install or repair as part of **your work**.

SECTION II. WHO IS AN INSURED

In addition to the **named insured** listed in Item 1. of the Declarations and any **named insured** added to this policy by endorsement, the following persons or entities are insureds under this policy:

1. If you are designated in the Declaration as:

- a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your **volunteer workers**, but only while performing duties related to the conduct of your business, or your **employees** (other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only with respect to acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **bodily injury:**

- (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company); or
- (b) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) immediately above.



SZITNIK

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/30/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Hub International Midwest West 1411 Opus Place, Suite 450 Downers Grove, IL 60515		PHONE (A/C, No, Ext): (630) 468-5600	COMPANY Travelers Property Casualty Company of America	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE: 0TV962	SUB CODE:			
AGENCY CUSTOMER ID #: MARTCON-09		License # 100290819		
INSURED	Martam Construction, Inc 1200 Gasket Drive Elgin, IL 60120		LOAN NUMBER	POLICY NUMBER QT-660-6N330850-TIL-19
		EFFECTIVE DATE 4/2/2020	EXPIRATION DATE 4/2/2022	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
I-19-4490 Flagg Creek Water Reclamation District Sanitary Sewer; I-55 Ramps to 55th Street and 47th Street to Ogden Avenue

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Project limit for Contract # I-19-4490 Flagg Creek Water Reclamation District (FCWRD) Sanitary Sewer					\$18,642,299	5,000

REMARKS (Including Special Conditions)

Special Conditions:
The Tollway, Contractor, and any sub-contractor of any tier to the extent of their insurable interest is included as named insured in the work and pre-existing structure.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The Illinois State Toll Highway Authority Attention: Risk Management 2700 Ogden Avenue Downers Grove, IL 60518	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE		