

RESOLUTION NO. 22014

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4512 for Advanced Fiber Relocation Installation on the Tri-State Tollway (I-294), Mile Post 32.90 to Mile Post 36.30. The lowest responsive and responsible bidder on Contract No. I-20-4512 is John Burns Construction Company in the amount of \$2,287,792.70.

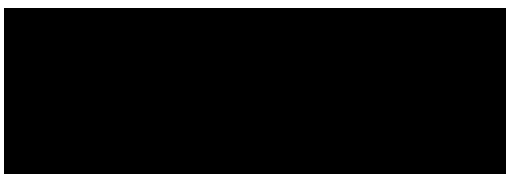
Resolution

Contract No. I-20-4512 is awarded to John Burns Construction Company in the amount of \$2,287,792.70, 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: _





June 15, 2020

Mr. Scott Becker, President-COO
John Burns Construction Company
17601 Southwest Highway
Orland Park, IL 60467

**Re: Construction Contract I-20-4512
Advance Fiber Relocation Installation
Tri-State Tollway (I-294)
Mile Post 32.90 to Mile Post 36.30**

NOTICE TO PROCEED

Dear Mr. Becker:

As of this date, with receipt of all the executed Contract Documents, in accordance with Section 103.08 of the Tollway Supplemental Specifications and S.P. 104 of the Contract Requirements, the Work commencement date is hereby set forth as June 15, 2020. Construction of the Work can commence and the terms and conditions of your Contract Documents become effective on this date. A duplicate original of the contract book will follow shortly by mail.

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

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

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

John Burns Construction Company – Contract I-20-4512
Notice To Proceed
Page 2 of 2

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

As provided in Special Provision 103.1 and Article 108.05 of the Tollway Supplemental Specifications, the completion date for this project is hereby fixed at November 20, 2020.

Sincerely,


[Eric Occomy \(Jun 15, 2020 15:14 CDT\)](#)

Eric Occomy
Chief of Contract Services
EC: cmhg

cc	Mustafa Hassan	Jordan Kim	Eleanor Curcuro
	John Stevens	Dorothy Jablonski	Lt. Robert Meeder
	Chief Engineering Officer		

File: 03.4512.01.03 LT_Tollway_PDK_4512JohnBurnsNTP_06152020

RETURN WITH BID

CONTRACT I-20-4512

ADVANCE FIBER RELOCATION INSTALLATION

TRI-STATE TOLLWAY (I-294)

MILE POST 32.90

TO

MILE POST 36.30



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM NO. 3
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-20-4512
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 4/2/2020

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30:00 A.M. local time, **April 9, 2020**.

ANNOUNCEMENT

Due to safety concerns regarding the Coronavirus Disease 2019 (COVID-19) pandemic, effective immediately, the Illinois State Tollway Highway Authority's (ISTHA) **will no longer accept manual, hard copy bid submissions and will ONLY accept electronic bid submissions via The State of Illinois eProcurement System BidBuy. Please submit your bid response via BidBuy on Thursday, April 9, 2020 PRIOR TO the bid opening at 10:30 a.m.** Instructions for submitting bids via BidBuy will be provided in a separate addendum to follow . All bidders are strongly encouraged to submit bids timely as late bid responses will not be accepted. Bid results will be posted on the Tollway's on-line plan room

<https://www.illinoistollwaybidding.com/>.

NOTES:

NOTICE OF REVISION TO CONTRACT

1. **The Bid opening date has been revised.** Electronic submissions for the above numbered Contract will be received by the Illinois State Toll Highway Authority via BidBuy until 10:30:00 a.m., local time, **April 9, 2020**. Replace A-1 with the attached page A-1R. Replace P-1 with attached page P-1R.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1 Contract Requirements, Volume I, Advertisement, replace page A-1 with page A-1R (attached), and Contract Requirements, Volume I, Proposal, replace page P-1 with page P-1R (attached).

These replacements contain the following revisions:

- 1.1. Revised A-1 bid opening date from April 3, 2020 to April 9, 2020.
- 1.2. Revised P-1 bid opening date from April 3, 2020 to April 9, 2020.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-20-4512

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy until 10:30:00 a.m., local time, April 9, 2020.

An **optional pre-bid meeting** is scheduled for March 11, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 219 at 10 AM.

The work to be done under this contract shall be started on or about July 13, 2020. All work under this Contract shall be completed by November 20, 2020. The location of work to be performed is on the Tri-State Tollway (I-294) between Mile Post 32.90 and Mile Post 36.30 in Cook County, Illinois. The work under this contract shall consist of: installing dry jack and bored steel casing under Union Pacific Railroad, installing underground conduit duct bank, proofing existing underground conduit duct bank, installing fiber optic cables, connecting existing temporary ITS devices to proposed fiber optic cable, maintenance of existing ITS devices, removing existing ITS devices, erosion control and maintenance of traffic.

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

IDOT Prequalification required: Yes

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

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

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the contract documents. Copies of the plans, special provisions, bid forms and other contract documents for this contract are available from 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 Illinois Department of Transportation 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 jkim@getipass.com, to be received no later than 2:00 p.m. local time on March 13, 2020.

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

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

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

DATE: March 5, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-20-4512

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy until 10:30:00 a.m., local time, April 9, 2020.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Advance Fiber Relocation Installation

The services will be performed within the: Tri-State Tollway (I-294) mile post 32.90 to mile post 36.30 in Cook County, Illinois.

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

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

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT NO. I-20-4512
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: April 1, 2020

ANNOUNCEMENT

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois, 60515, until 10:30:00 a.m., local time, on **April 9, 2020**.

Due to safety concerns regarding the Coronavirus Disease 2019 (COVID-19) pandemic, effective immediately, the **Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions and will ONLY accept electronic bid submissions via BidBuy, the State of Illinois eProcurement System.**

All bid responses must be received PRIOR TO the bid opening at 10:30 a.m. on Thursday, April 9, 2020. All bidders are strongly encouraged to submit bids timely. Late bid responses will not be accepted. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>.

For assistance with registering in BidBuy or submitting electronic bids, please contact the BidBuy Vendor Help Desk at:

Email: il.bidbuy@illinois.gov

Phone: 866-455-2897

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-20-4512
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 3/20/2020

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, **April 3, 2020**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. An Optional Pre-Bid Meeting was held Wednesday, March 11, 2020 at 10 A.M. at the Tollway Central Administration Building in Downers Grove at 2700 Ogden Avenue.
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-9R, P-10R and P-11R 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, J-3R, J-10R, J-11R, J-12R, J-17R and J-51R.
4. The following revised Contract Drawings are included in this Addendum: _Volume 1 – Drawings 24, 25, 26, 27, 55 and 69.
5. Revised Contract Drawings 7 and 8 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 minutes and sign-in sheet from the Optional Pre-Bid Meeting held on March 11, 2020 are included in this Addendum.
7. Responses to Requests 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 ITEM QUANTITIES						
SP. PROV *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	JT154103	ALLOWANCE FOR RAILROAD FLAGGING AND SERVICES	UNIT	50,000	+1,000,000	1,050,000
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	20,000	+20,000	40,000
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 – TRI-STATE	OCCUR			
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 – ALL ROADWAYS OFF-PEAK	OCCUR			

* Denotes Special Provision

Change #1 Contract Requirements, Volume I, page P-9 replaced with page P-9R. This replacement contains the following revisions (attached):

- 1.1 Revised cost and quantity for pay item JT154103.
- 1.2 Revised quantity for pay item JT155001.

Change #2 Contract Requirements, Volume I, page P-10 replaced with page P-10R. This replacement contains the following revision (attached):

- 2.1 Revised the unit from HOUR to OCCUR for 999NEG20 and 999NEG30.

Change #3 Contract Requirements, Volume I, page P-11 replaced with page P-11R. This replacement contains the following revision (attached):

- 3.1 Revised quantity for Total Amount of Contingency Work + Contractor's Quality Program (CQP).

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #4 Contract Requirements, Volume II, replace Pages i with Pages iR (attached).

This replacement contains the following revision:

- 4.1. Revised Table of Contents sheets to reflect special provision Change #5, Change #6, Change #7, Change #8, Change #9 and Change #10.

Change #5 Contract Requirements, Volume II, replace Page J-3 with page J-3R (attached).

This replacement contains the following revisions:

- 5.1 Revised S.P. 103.2 to include removal of temporary traffic control.
- 5.2 Revised S.P. 103.3 to include installation of all underground conduit duct bank.

Change #6 Contract Requirements, Volume II, replace Page J-10 with page J-10R (attached).

This replacement contains the following revision:

- 6.1. Replaced contact information for Mr. Jason M. Murray to Mr. Casey J. Moore.

Change #7 Contract Requirements, Volume II, replace Page J-11 with J-11R (attached).

This replacement contains the following revisions:

- 7.1 Deleted the section, Union Pacific Railroad Requirements.
- 7.2 Added license crossing agreement information.

Change #8 Contract Requirements, Volume II, replace Page J-12 with J-12R (attached).

his replacement contains the following revision:

- 8.1 Deleted the section, Union Pacific Railroad Requirements.

Change #9 Contract Requirements, Volume II, replace Page J-17 with J-17R (attached).

This replacement contains the following revision:

- 9.1 Added CCDOTH Contract C-91-200-17 in S.P. 106.8.

Change #10 Contract Requirements, Volume II, replace Page J-51 with J-51R (attached).

This replacement contains the following revisions:

- 10.1. Deleted Parcel WA-1D-12-001.
- 10.2. Added Parcels TW-7-16-005, TW-7-16-006, TW-7-16-007, TW-7-16-008, TW-7-16-901, TW-7-16-009, TW-7-16-011, TW-7-16-013, TW-7-16-014, TW-7-16-015, TW-7-16-016 and TW-7-16-017.

CHANGES TO THE CONTRACT DRAWINGS

Change #11 Contract Plans, Volume 1, Drawings 7 and 8. Summary of Quantities.

These drawings contain the following revision (issued to successful Bidder):

- 11.1. Revised quantity for pay item JT154103.

Change #12 Contract Plans, Volume 1, Revised Drawings 24 - 27.

These revised drawings contain the following revision (attached):

- 12.1. Deleted Plat of Highways WA-1D-12-001.

Change #13 Contract Plans, Volume 1, Revised Drawings 55 and 69.

These revised drawings contain the following revision (attached):

- 13.1 Deleted the proposed temporary and permanent easements for the Union Pacific Railroad parcel WA-1D-12-001.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-20-4512
ELGIN O'HARE WEST ACCESS TOLLWAY (I-490)
ADVANCE FIBER RELOCATION INSTALLATION
TRI-STATE TOLLWAY (I-294)
MILE POST 32.90 TO MILE POST 36.30
TRI-STATE TOLLWAY (I-294): STA 1740+00.00 TO STA 1921+00.00
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	36		
*	20200100	EARTH EXCAVATION	CU YD	193		
*	20400800	FURNISHED EXCAVATION	CU YD	193		
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	1		
*	66901006	REGULATED SUBSTANCES MONITORING	CAL DAY	10		
	70600280	MPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	2		
*	X0323914	FIBER OPTIC CABLE SPLICE - LATERAL	EACH	5		
*	JA000297	STEEL CASING PIPE, BORE AND JACK, 20"	FOOT	140		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100		
*	J1704014	RELOCATE TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	850		
*	J1725000	TERMINAL MARKER - DIRECT APPLIED	EACH	2		
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	5		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	6		
**	JS280050	SILT FENCE	FOOT	800		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-20-4512
ELGIN O'HARE WEST ACCESS TOLLWAY (I-490)
ADVANCE FIBER RELOCATION INSTALLATION
TRI-STATE TOLLWAY (I-294)
MILE POST 32.90 TO MILE POST 36.30
TRI-STATE TOLLWAY (I-294): STA 1740+00.00 TO STA 1921+00.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280051	RE-ERECT SILT FENCE	FOOT	160		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750		
**	JS280140	TEMPORARY RIPRAP	TON	11		
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.25		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	24		
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	6		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS845012	REMOVAL OF ELECTRIC SERVICE INSTALLATION	EACH	2		
*	JT132644	INSTALL ETHERNET SWITCH	EACH	1		
*	JT132800	REMOVE ITS POLE MOUNTED ENCLOSURE	EACH	4		
*	JT134000	MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS	L SUM	1		
*	JT135006	REMOVE MICROWAVE VEHICLE DETECTION ASSEMBLY	EACH	3		
*	JT135096	ITS POLE AND BASE REMOVAL	EACH	4		
*	JT135097	REMOVE CCTV CAMERA, POLE MOUNTED	EACH	2		
*	JT160133	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X72"X36", TOLLWAY FURNISHED	EACH	4		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-20-4512
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TRI-STATE TOLLWAY (I-294): STA 1740+00.00 TO STA 1921+00.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT160149	CABLE MARKER SIGN WITH POST FOR ELECTRIC CABLE	EACH	2		
*	JT160172	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X96"X60", TOLLWAY FURNISHED	EACH	1		
*	JT160217	LOCATE POST FOR FIBER OPTIC CABLE	EACH	5		
*	JT160266	WOOD POLE REMOVAL, NO SALVAGE	EACH	1		
*	JT160350	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 12 FIBERS	FOOT	18,843		
*	JT160355	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 144 FIBERS	FOOT	18,735		
*	JT160356	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 288 FIBERS	FOOT	38,148		
*	JT160357	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 864 FIBERS	FOOT	58,436		
*	JT160381	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 432 FIBERS	FOOT	18,735		
*	JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	193		
*	JT280500	SEDIMENT FILTER BAG	EACH	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	100		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	30		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	8		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	6		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	10		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	48		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	6		
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	3		
*	JT810695	PROOFING EXISTING EMPTY COILABLE NONMETALLIC CONDUIT	FOOT	111,639		
*	JT810920	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 1 1/2" DIA., TOLLWAY FURNISHED	FOOT	7,200		
*	JT810930	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 13.5, 4" DIA., TOLLWAY FURNISHED	FOOT	600		
*	JT814001	HANDHOLE, TOLLWAY FURNISHED	EACH	2		
*	JT900039	REMOVE SENSYS AP/REPEATER, STRUCTURE MOUNTED	EACH	3		
*	JT901056	LOCATOR TRACER WIRE	FOOT	330		
TOTAL AMOUNT OF CORE WORK						

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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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	40,000.00	40,000.00
*	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
*	JT154062	CONTRACT ALLOWANCE FOR MAINTAIN INTELLIGENT TRANSPORTATION SYSTEM REPAIR	UNIT	20,000	1.00	20,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	1.00	25,000.00
*	JT154103	ALLOWANCE FOR RAILROAD FLAGGING AND SERVICES	UNIT	1,050,000	1.00	1,050,000.00
*	JT154110	ALLOWANCE FOR UNFORESEEN RELOCATION OF SINGLE MODE FIBER OPTIC FACILITIES	UNIT	40,000	1.00	40,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-20-4512
ELGIN O'HARE WEST ACCESS TOLLWAY (I-490)
ADVANCE FIBER RELOCATION INSTALLATION
TRI-STATE TOLLWAY (I-294)
MILE POST 32.90 TO MILE POST 36.30
TRI-STATE TOLLWAY (I-294): STA 1740+00.00 TO STA 1921+00.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	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 (2) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	VEH/DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (2) (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)	
	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)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(6,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-20-4512
ELGIN O'HARE WEST ACCESS TOLLWAY (I-490)
ADVANCE FIBER RELOCATION INSTALLATION
TRI-STATE TOLLWAY (I-294)
MILE POST 32.90 TO MILE POST 36.30
TRI-STATE TOLLWAY (I-294): STA 1740+00.00 TO STA 1921+00.00
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(6,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(5,000.00)	
	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)	
	999NEG72	FAILURE TO RESPOND TO MAINTAIN ITS PER MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG73	NON-COMPLIANCE WITH ITS PER MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG74	FAILURE TO REPAIR TO MAINTAIN ITS PER MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG90	ONE LANE OR RAMP BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(3,000.00)	
	999NEG91	TWO LANES BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(5,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOOR		15.00	
INCENTIVES						
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						1,215,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS

Note 1 The deduction will be according to Article 280.02(2)(1) Table A. The Contractor should leave the unit price value blank.

VOLUME II
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IDOT HIGHWAY STANDARDS

STANDARD NO.	TITLE
000001-06	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
001006	DECIMAL OF AN INCH AND OF A FOOT
701011-04	OFF-ROAD MOVING OPERATIONS, 2L,2W, DAY ONLY
701101-05	OFF-ROAD OPERATIONS, MULTILANE, 15' (4.5 M) TO 24" (600 MM) FROM PAVEMENT EDGE
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701901-07	TRAFFIC CONTROL DEVICES
704001-08	TEMPORARY CONCRETE BARRIER

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-20-4512 on or before 11:59 p.m. on **November 30, 2020** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall complete removal of all existing ITS devices, erosion control, removal and reinstallation of fencing and removal of temporary traffic control such that all traffic lanes and shoulders are open to traffic and lane and shoulder closures are no longer needed under this Agreement for the performance of Contract I-20-4512 on or before 11:59 p.m. on **October 30, 2020**.

S.P. 103.3 INTERIM COMPLETION DATE

The Contractor shall complete installation of the steel casing under UPRR, installations of all underground conduit duct bank, installation of fiber optic cable, fiber optic lateral splicing of temporary ITS devices, under this Agreement for the performance of Contract I-20-4512 on or before 11:59 p.m. on **September 24, 2020**.

S.P. 104 NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **July 13, 2020**. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

S.P. 105 LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)

S.P. 105.1 Liquidated Damages

S.P. 105.1.1 Liquidated Damages for Non-Completion Per S.P. 103.1

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$6,000.00** per day, as liquidated damages for each and every calendar day

S.P. 106.5 COORDINATION WITH UNION PACIFIC RAILROAD (UPRR)

For construction on or adjacent to Union Pacific Railroad (UPRR) property, the Contractor will be required to contact the UPRR, as listed below, to secure necessary permits and obtain written authorization to occupy or otherwise use the property.

The Contractor is responsible for meeting all requirements of the Union Pacific Railroad in connection therewith and for verifying all information as it is subject to change at any time.

Mr. Chris Keckeisen
Sr. Manager Industry and Public Projects
Union Pacific Railroad
1400 Douglas St STOP 0910
Omaha, NE 68179
Phone: (402) 544-5131

Information regarding Right of Entry applications, processing and approvals may be directed to:

Mr. Casey J. Moore
Union Pacific Railroad – Real Estate
1400 Douglas Street, STOP 1690
Omaha, Nebraska 68179
Phone: (402) 544-8553
cjmoore@up.com

Additional information has been provided for convenience, however, the Contractor shall be responsible to verify the accuracy of the information by checking the Union Pacific Railroad website at the following link: <http://www.uprr.com/reus/tempuse/index.shtml>.

The Contractor shall note the following Right of Entry (ROE) fees:

Application Fee: \$1,045.00
Administrative Fee for Contractor of the Licensee: \$500 License Fee: Fee provided after review and approval
Expedited Processing of ROE Application - \$5,055.00 or \$10,055.00

The Contractor shall be aware that an additional fee will be required, after processing of the application, to be submitted with the signed Right of Entry Agreement for the actual temporary use of the Railroad property. This fee cannot be estimated until the application is processed. It may exceed \$5,000.00.

The following rates apply to flagging services, see Special Provision for CONTRACT ALLOWANCE FOR RAILROAD FLAGGING.

Normal Flagging Day - \$1,500/8 hours

Estimated overtime, night, weekend and holiday work at \$250/hour.

It should be noted that the flagging services require one hour of set-up and one hour of take down every day in addition to the Contractor's work time.

Nearest Railroad Crossing Identification Information (BN 287 & 288)

DOT/AAR Crossing #: 174094P

Mile Post: 3.07

RR Division: Chicago

RR Subdivision: Milwaukee

City/County/State: Northlake & Franklin Park, Cook, Illinois

See additional information that follows in S.P. 107.3.

Wireline crossing agreement (UPRR Folder Number 0308920) has been submitted to UPRR in support of the work under Contract No. I-20-4512. The crossing agreement is currently under UPRR review and must be formally issued prior to the Contractor disturbing or otherwise impacting UPRR property. Permit issuance is anticipated no earlier than October 14, 2020. No removals, temporary or permanent construction activities, or other work on UPRR property will be allowed until the crossing agreement is approved by UPRR. This includes, but is not limited to, equipment or material storage, excavation, and jack and bore operations.

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working heights to the Illinois Tollway that will be used so permit compliance can be verified or any necessary permit modifications can be made. The maximum construction working height needs to include installation of steel casing, installation of fiber optic duct and cable, installation of ITS devices and any other work activities. Detail on the ground elevations plus submittal heights will be made available for review by the Contractor as desired. A standard determination timeframe from the FAA is generally 45-60 days.

The Contractor must comply with any requirements that are made by the FAA as part of the 7460 Determination. This may include compliance with FAA Advisory Circular AC 70/7460-1K Obstruction Marking and Lighting and/or notifications to the FAA when proposed work activities will occur at certain locations.

The Contractor is responsible for meeting all requirements of the agency in connection therewith and in coordination with:

Manar Nashif
Illinois Tollway
2700 Ogden Ave
Downers Grove, IL 60515
Main: 630-241-6800

The Contractor shall not be entitled to an extension of time or be entitled to costs for damages associated with work required by the FAA in conjunction with requests to exceed the maximum temporary work heights listed above.

S.P. 106.8 COORDINATION WITH OTHER CONTRACTORS

The Contractor is advised that certain operations will involve cooperation with Illinois Tollway personnel and Contractors performing work on or adjacent to this contract for the Illinois Tollway. The Contractor shall cooperate to the fullest extent with the Illinois Tollway and the Contractors working on adjacent projects in compliance with the provisions of Article 105.08 of the Illinois Tollway Supplemental Specifications.

The following Illinois Tollway projects in the vicinity of **Contract I-20-4512** may be under construction during the term of this Contract:

Contract I-17-4339: Tri-State Tollway (I-294) M.P. 35.05 to M.P. 36.70 – Roadway and Bridge Widening and Reconstruction

Contract I-19-4449: Tri-State Tollway (I-294) M.P. 36.25 to M.P. 36.30 – Widening and Resurfacing

CCDOTH Contract C-91-200-17: Tri-State Tollway (I-294) at North Avenue – Pavement Reconstruction and Bridge Replacement

S.P. 106.9 COORDINATION WITH UTILITY AGENCIES

The Contractor shall make provisions to properly support all utilities that may lie within his excavations and shall maintain such support systems until no longer required for the proposed improvements.

S.P. 118**RIGHT-OF-WAY**

Proposed right-of-way and easements for the performance of the Work may not be available at the time of the bid opening or when Notice to Proceed is issued. The Contractor shall verify the status of right-of-way parcels to be acquired prior to the preparation of the Baseline Schedule. The Baseline Schedule should reflect construction sequencing necessary to work only within acquired right-of-way parcels, and the Contractor shall take all appropriate measures to ensure that construction operations do not encroach on parcels not acquired. The Contractor shall be required to adjust the work schedule as needed to coincide with parcel acquisition from time to time to work only within available right-of-way, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

The final configuration of the Project Right-of-Way requires the acquisitions of several land parcels. This listing identifies these individual parcels and provides the acquisition status.

Parcel ID #	Projected Acquisition Date	Actual Acquisition Date
TW-7-16-005		4/26/2018
TW-7-16-006		2/7/2018
TW-7-16-007		3/7/2018
TW-7-16-008		4/26/2018
TW-7-16-901		5/11/2018
TW-7-16-009		4/26/2018
TW-7-16-011		5/31/2018
TW-7-16-013		4/30/2018
TW-7-16-014		4/12/2018
TW-7-16-015		5/29/2018
TW-7-16-016		5/30/2018
TW-7-16-017		5/22/2018

However, the Illinois Tollway reserves the right not to issue the Notice to Proceed until sufficient right-of-way, as deemed by the Engineer, is available for commencement of the Work. In any event, there shall be no damages or additional compensation due to the Contractor for delays due to delay in furnishing the right-of-way, and the Contractor's sole remedy, where applicable, shall be an extension of time.

S.P. 119**AVAILABLE GEOTECHNICAL INFORMATION*****NOT USED*****S.P. 120****AVAILABLE REPORTS*****NOT USED*****S.P. 121****ELECTRONIC DATA FILES AVAILABLE**

Computer Aided Design & Drafting (CADD), Digital Terrain Model (DTM) and Triangulated Irregular Network (TIN) files developed for this project are available on the Illinois Tollway's online plan room. The Illinois Tollway does not guarantee the accuracy of the below listed files, and the Contractor is responsible to perform all work according to the Plans, Special Provisions and the Standard Specifications. Upon downloading any of listed the electronic files from the online plan room the Contractor agrees the data is not a portion of the contract documents and are for information only, thus the Illinois Tollway shall not be liable for the completeness or accuracy of that data, and any discrepancies between these files and the contract documents are not grounds for claims for compensation or delays.

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CHECKED BY	DATE	03/05/2020



REVISIONS		
NO.	DATE	DESCRIPTION
1	03/20/2020	ADDENDUM NO 1

CONTRACT NO. I-20-4512
PLAT OF HIGHWAYS
WA-1D-12-001 (Sheet 1 of 4)

SHT NO. ROW-08
DRAWING NO.
24 OF 89

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CHECKED BY	DATE	03/05/2020



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE,
ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
1	03/20/2020	ADDENDUM NO 1

CONTRACT NO. I-20-4512	SHT NO. ROW-09
PLAT OF HIGHWAYS WA-1D-12-001 (Sheet 2 of 4)	DRAWING NO. 25 OF 89

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REVISIONS		
NO.	DATE	DESCRIPTION
1	03/20/2020	ADDENDUM NO 1

CONTRACT NO. I-20-4512
PLAT OF HIGHWAYS
WA-1D-12-001 (Sheet 3 of 4)

SHT NO. ROW-10
 DRAWING NO.
26 OF 89

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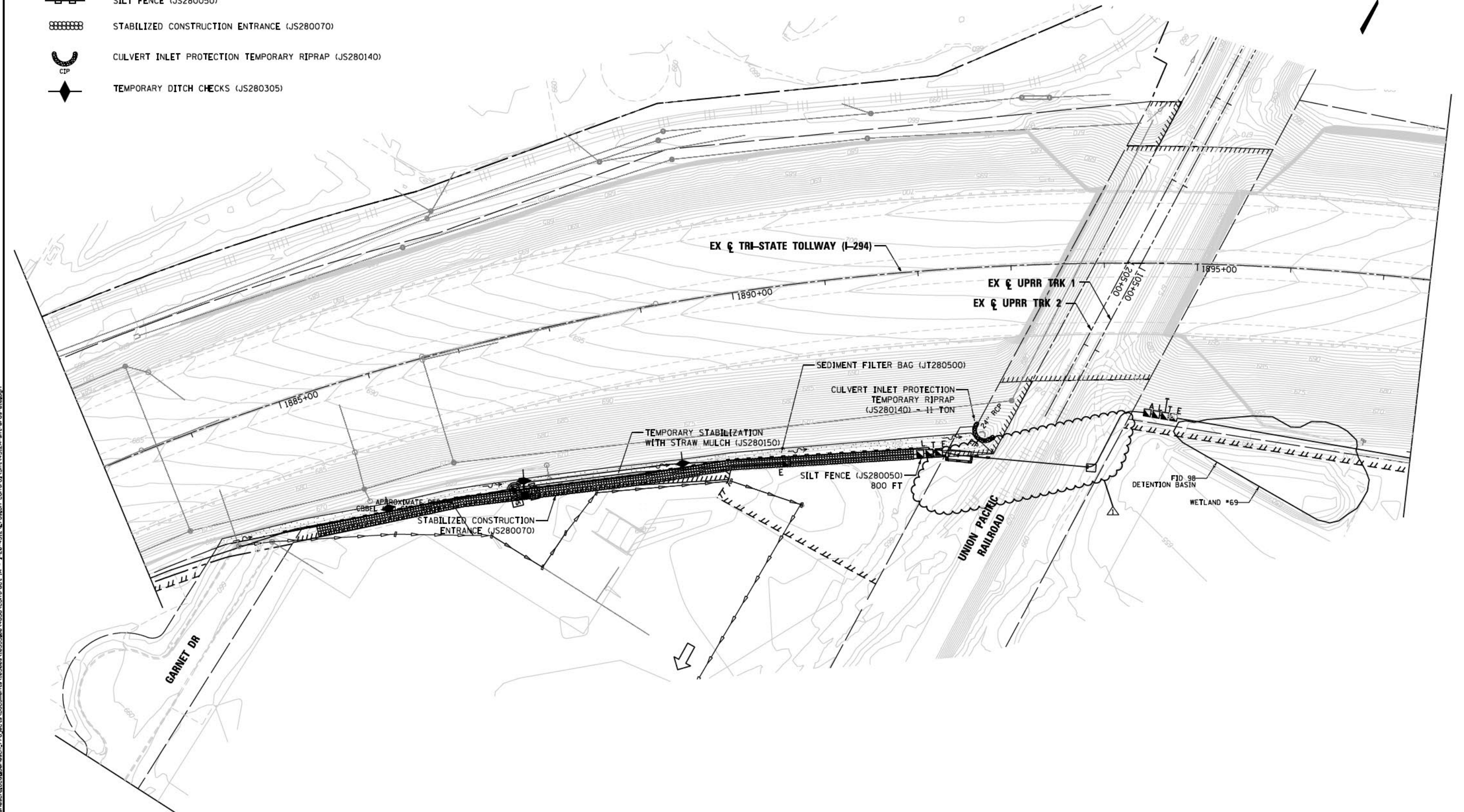
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NO.	DATE	DESCRIPTION
1	03/20/2020	ADDENDUM NO 1

CONTRACT NO. I-20-4512
PLAT OF HIGHWAYS WA-1D-12-001 (Sheet 4 of 4)

SHT NO. ROW-11
DRAWING NO. 27 OF 89

EROSION CONTROL LEGEND:

- TEMPORARY STABILIZATION WITH STRAW MULCH (JS280150)
- SILT FENCE (JS280050)
- STABILIZED CONSTRUCTION ENTRANCE (JS280070)
- CULVERT INLET PROTECTION TEMPORARY RIPRAP (JS280140)
- TEMPORARY DITCH CHECKS (JS280305)



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 CHECKED BY JMAJEWSKI DATE 03/05/2020

Alfred Benesch & Company
 35 West Wacker Drive, Suite 3300
 Chicago, Illinois 60601
 312-665-0400

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE,
 ILLINOIS 60515

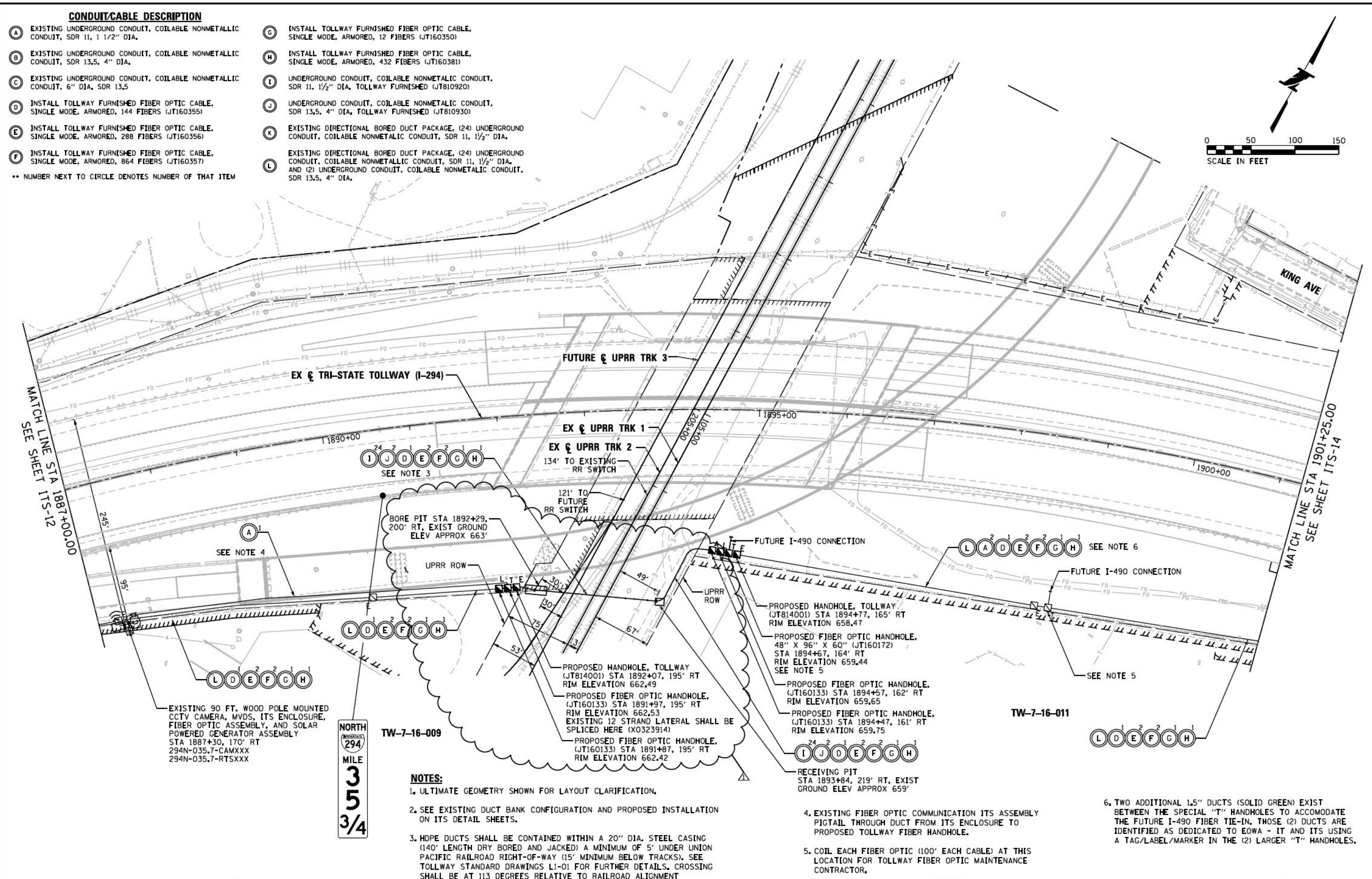
REVISIONS		
NO.	DATE	DESCRIPTION
1	03/20/2020	ADDENDUM NO 1

CONTRACT NO. I-20-4512
EROSION AND SEDIMENT CONTROL PLAN
 STA 1883+00 TO STA 1897+50

SHT NO. EC-01
 DRAWING NO.
 55 OF 89

CONDUIT/CABLE DESCRIPTION

- (A) EXISTING UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 1 1/2" DIA.
- (B) EXISTING UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 13.5, 4" DIA.
- (C) EXISTING UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 6" DIA, SDR 13.5
- (D) INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 144 FIBERS (JT160355)
- (E) INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 288 FIBERS (JT160356)
- (F) INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 864 FIBERS (JT160357)
- ** NUMBER NEXT TO CIRCLE DENOTES NUMBER OF THAT ITEM
- (G) INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 12 FIBERS (JT160350)
- (H) INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, ARMORED, 432 FIBERS (JT160381)
- (I) UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 1 1/2" DIA, TOLLWAY FURNISHED (JT810920)
- (J) UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 13.5, 4" DIA, TOLLWAY FURNISHED (JT810930)
- (K) EXISTING DIRECTIONAL BORED DUCT PACKAGE, (24) UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 1 1/2" DIA.
- (L) EXISTING DIRECTIONAL BORED DUCT PACKAGE, (24) UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 1 1/2" DIA, AND (2) UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 13.5, 4" DIA.



EXISTING 90 FT. WOOD POLE MOUNTED CCTV CAMERA, MVDS, ITS ENCLOSURE, FIBER OPTIC ASSEMBLY, AND SOLAR POWERED GENERATOR ASSEMBLY
 STA 1887+30, 170' RT
 294N-035.7-CAMXXX
 294N-035.7-RTSXXX

NORTH
 MILE
 294
 3
 5
 3/4

TW-7-16-009

NOTES:

1. ULTIMATE GEOMETRY SHOWN FOR LAYOUT CLARIFICATION.
2. SEE EXISTING DUCT BANK CONFIGURATION AND PROPOSED INSTALLATION ON ITS DETAIL SHEETS.
3. HDPE DUCTS SHALL BE CONTAINED WITHIN A 20" DIA. STEEL CASING (140' LENGTH DRY BORED AND JACKED) A MINIMUM OF 5' UNDER UNION PACIFIC RAILROAD RIGHT-OF-WAY (15' MINIMUM BELOW TRACKS). SEE TOLLWAY STANDARD DRAWINGS L1-01 FOR FURTHER DETAILS. CROSSING SHALL BE AT 113 DEGREES RELATIVE TO RAILROAD ALIGNMENT
4. EXISTING FIBER OPTIC COMMUNICATION ITS ASSEMBLY PIGTAIL THROUGH DUCT FROM ITS ENCLOSURE TO PROPOSED TOLLWAY FIBER HANDHOLE.
5. COIL EACH FIBER OPTIC (100' EACH CABLE) AT THIS LOCATION FOR TOLLWAY FIBER OPTIC MAINTENANCE CONTRACTOR.
6. TWO ADDITIONAL 1.5" DUCTS (SOLID GREEN) EXIST BETWEEN THE SPECIAL "T" HANDHOLES TO ACCOMMODATE THE FUTURE I-490 FIBER TIE-IN. THOSE (2) DUCTS ARE IDENTIFIED AS DEDICATED TO EOWA - IT AND ITS USING A TAG/LABEL/MARKER IN THE (2) LARGER "T" HANDHOLES.

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benesch
 Alfred Benesch & Company
 35 West Wacker Drive, Suite 3300
 Chicago, Illinois 60601
 312-665-0400

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE,
 ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
1	03/20/2020	ADDENDUM NO 1

CONTRACT NO. I-20-4512	SHT NO. ITS-13
ITS PLAN I-294	DRAWING NO.
STA 1887+00 TO STA 1901+25	69 OF 89



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-20-4512

MEETING DATE/TIME: March 11, 2020 / 10:00 a.m.

CHAIRPERSON: Meiyu Liu, Illinois Tollway

LOCATION: Tollway CA – Room 219B

ISSUE DATE: March 20, 2020

PREPARED BY: Joann Majewski – Alfred Benesch & Co. (ABC)

DISTRIBUTE TO: Attendees per Sign-In Sheet (attached)

MEETING MINUTES

Item No.	Item Description	Responsibility	Due Date
1.0	<p>Welcome</p> <p>Meiyu Liu (ML) provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-20-4512, Elgin O'Hare Western Access Tollway (I-490), Advance Fiber Relocation Installation, Tri-State Tollway (I-294), Mile Post 32.90 to Mile Post 36.30</p> <p>Jordan Kim (JK) noted that the minutes to the meeting would be issued to all attendees and plan holders via addendum. The addendum will include other items which will be discussed. She also noted that questions asked in the meeting will be answered via addendum.</p>	N/A	N/A
2.0	<p>Introductions</p> <p>The meeting attendees introduced themselves.</p>	N/A	N/A
3.0	<p>Project Description</p> <p>3.1 ML provided an overview of the proposed improvements associated with Contract I-20-4512. The improvements include:</p> <ul style="list-style-type: none"> • Installing dry jack and bored steel casing under Union Pacific Railroad (UPRR) • Installing underground conduit duct bank • Proofing existing underground conduit duct bank • Installing fiber optic cables • Connecting existing temporary ITS devices to proposed fiber optic cable • Maintenance of existing ITS devices • Removing existing ITS devices • Erosion control • Maintenance of traffic 	N/A	N/A



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-20-4512

MEETING DATE/TIME: March 11, 2020 / 10:00 a.m.

CHAIRPERSON: Meiyu Liu, Illinois Tollway

PROJECT NO.: I-20-4512

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
4.0	Advertisement Schedule	N/A	N/A
	4.1 The following milestones were reviewed and items requiring correction via addendum were highlighted: <ul style="list-style-type: none"> • Last Day for Bidder Questions – March 13, 2020 • Bid Opening – April 3, 2020 		
5.0	Compliance Goals	N/A	N/A
	5.1 Tollway-Diversity reviewed the following goals established for Contract I-20-4512: <ul style="list-style-type: none"> • DBE Participation Goal – 22.0% • VOSB/SDVOSB Participation Goal – 3.0% • EEO Goal – Minority 19.6% • EEO Goal – Female 6.9% 		
6.0	Diversity	N/A	N/A
	<ul style="list-style-type: none"> • Earned Credit Program Cap - \$10,000 		
7.0	Project Schedule	N/A	N/A
	<ul style="list-style-type: none"> • Anticipated Notice to Proceed – July 13, 2020 • Substantial Completion Date – October 30, 2020 • Contract Completion Date – November 30, 2020 • Interim Completion Date – September 24, 2020 		
8.0	Special Items to Note	N/A	N/A
	8.1 Required Permits The following items are to be secured by the contractor: <ul style="list-style-type: none"> • UPRR – Right of Entry Agreement • Illinois Department of Transportation (IDOT) • Cook County Department of Transportation and Highways (CCDOH) • FAA Section 7460 – Certification of Final Locations of Permitted Infrastructure • IEPA/NPDES – Storm Water Pollution Prevention Plan/Notice of Intent 		



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting / I-20-4512

MEETING DATE/TIME: March 11, 2020 / 10:00 a.m.

CHAIRPERSON: Meiyu Liu, Illinois Tollway

PROJECT NO.: I-20-4512

Item No.	Item Description	Responsibility	Due Date
	8.2 Coordination with Commonwealth Edison Company(CECO)		
	8.3 Coordination with Municipalities Coordination efforts with the following municipalities are anticipated: <ul style="list-style-type: none"> • Village of Franklin Park • City of Northlake • Norkol, Inc. 		
	8.4 Coordination with Adjacent Contracts Coordination efforts with the following adjacent contracts are anticipated: <ul style="list-style-type: none"> • Contract I-19-4449: I-294 Road and Bridge Widening and Rehabilitation – Sta 1917+81.50 to Sta 2104+00.00 • Contract I-17-4339: I-294 Road and Bridge Widening and Reconstruction – Sta 1853+10.00 to Sta 1918+00.00 		
9.0	Revisions to Contract Documents/Addendums	N/A	N/A
	9.1 Addendum 1 is anticipated to be released to bidders March 17, 2020 and will include the minutes of the pre-bid meeting, responses to plan holder questions and other miscellaneous items.		
10.0	List of Bidder Questions	N/A	N/A
	10.1 No questions were received at the pre-bid meeting:		

Please notify the preparer of any corrections and/or clarifications within 5 business days.



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: Optional Pre-Bid Meeting - Contract I-20-4512
 Elgin O'Hare Western Access Tollway (I-490)
 Advance Fiber Relocation Installation
 Tri-State Tollway (I-294)
 Mile Post 32.90 to Mile Post 36.30

MEETING DATE/TIME: March 11, 2020 @ 10:00 am

CHAIRPERSON: Meiyu Liu-Procurement-Contract Analyst

LOCATION: Illinois Tollway Central Administration Building Room 219B

ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Eric Occomy	Chief of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4625	EOccomy@getipass.com
2.	Angela Arrington - Jones	Chief of Contract Compliance	Illinois Tollway/ Procurement	(630) 241-6800 X4615	AJones@getipass.com
3.	Brenda Chagoy	Deputy Chief of Procurement	Illinois Tollway/ Procurement	(630) 241-6800 x4610	BChagoya@getipass.com
4.	Laura Durkin	General Manager of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4802	LDurkin@getipass.com
5.	Donna Williams	Procurement and Construction Services Manager	Illinois Tollway/ Procurement	(630) 241-6800 x4626	DWilliams@getipass.com
6.	Sainey Jobe	Deputy Chief of Contract Compliance	Illinois Tollway/ Procurement	(630) 241-6800 x4619	SJobe@getipass.com
7.	Meiyu Liu <i>M</i>	Contract Analyst	Illinois Tollway/ Procurement	(630) 241-6800 x4632	MLiu@getipass.com
8.	Manar Nashif	Engineering/Deputy Chief	Illinois Tollway/ Engineering	(630) 241-6800 x4841	MNashif@getipass.com
9.	Anthony Aladham	Engineering/Project Manager	Illinois Tollway/ Engineering	(630) 241-6800 x4234	AAladham@getipass.com
10.	Don White	VP Com	PIRTANG COMS	630-282-5658	don.white@prtano.com
11.	John Majewski	DSE	BENESCH	312-565-0450	jmajewski@benesch.com
12.	Geoffrey Thiers	DSE	BENESCH	"	gthiers@benesch.com
13.	Larry Hutton	CCM PM	Knight		LHutton@knighttea.com
14.	Barry Gordon	Compliance	IL Tollway		ggordon@getipass.com
15.	Michelle Gross	Compliance	IL Tollway	Xt. 4686	mgross@getipass.com
16.	Zachary McLean	PM	PACE SYSTEMS	630 770 5208	ZMcLean@PACE-SYSTEMS.com
17.	Jennifer Hughes	APM	Meade	708-243-5864	jhughes@meade100.com



Capital Program

SIGN-IN SHEET

PURPOSE/PROJECT #: Optional Pre-Bid Meeting - Contract I-20-4512
 Elgin O'Hare Western Access Tollway (I-490)
 Advance Fiber Relocation Installation
 Tri-State Tollway (I-294)
 Mile Post 32.90 to Mile Post 36.30

MEETING DATE/TIME: March 11, 2020 @ 10:00 am

Name	Title	Company/ Organization	Phone Number	Email
18. Bryan Uyan	Senior Manager	PACE Systems	815-217-1640	Buayan@pace-systems.com
19. S/KEIL	Contract Analyst	Tollway		SKEIL@getipass.com
20. Frank Fratto	Contract Analyst	Tollway		fratto@ctdross.com
21. SARAH KULKADIA	DCM	JACOBS	773 458 2864	sarah.kulkadia@jacobs.com
22. Anthony Alrokh	PM	PMO		aalrokh@getipass.com
23. Shanell Bailey	Contract Analyst	ISTHA	x4100	Sbailey@getipass.com
24. Jorge Castellon	Project Manager	DWD Electric	630-429-1935	Jorge
25. David Deleon		DWD Electric		
26. Jordan Kin	PM	PMO	x 4100	jkin@getipass.com
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**FOR CONTRACT I-20-4512
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: March 20, 2020

Questions pertaining to plan holders

Question No. 1.

Please provide the IPB Reference # for the Form B Certifications and Disclosures.

Response No. 1

The IPB Reference number is no longer used. BidBuy is the e-procurement system used by the Illinois Chief Procurement Office; however, the Form B has not been updated to reflect this change. We suggest using the BidBuy Bid number for this contract (20-557THA-ENGCO-B-13535) for the form.

Question No. 2.

Please consider extending the question deadline one(1) week.

Response No. 2

The deadline for submittal of questions will remain as specified in the Advertisement for Sealed Bids Page A-1 in the Contract Requirements.

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PART I - INSTRUCTIONS

Bid Schedule and Information

A-1

Construction Bid Checklist

CL-1 – CL-3

Instruction and information to Bidders

I-1 – I-10

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-20-4512

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy until 10:30:00 a.m., local time, April 9, 2020.

An **optional pre-bid meeting** is scheduled for March 11, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 219 at 10 AM.

The work to be done under this contract shall be started on or about July 13, 2020. All work under this Contract shall be completed by November 20, 2020. The location of work to be performed is on the Tri-State Tollway (I-294) between Mile Post 32.90 and Mile Post 36.30 in Cook County, Illinois. The work under this contract shall consist of: installing dry jack and bored steel casing under Union Pacific Railroad, installing underground conduit duct bank, proofing existing underground conduit duct bank, installing fiber optic cables, connecting existing temporary ITS devices to proposed fiber optic cable, maintenance of existing ITS devices, removing existing ITS devices, erosion control and maintenance of traffic.

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

IDOT Prequalification required: Yes

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

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

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

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention jkim@getipass.com, to be received no later than 2:00 p.m. local time on March 13, 2020.

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

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

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

DATE: March 5, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

CONTRACT NO: I-20-4512

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, April 3, 2020, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for March 11, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 219B at 10 AM.

The work to be done under this contract shall be started on or about July 13, 2020. All work under this Contract shall be completed by November 30, 2020. The location of work to be performed is on the Tri-State Tollway (I-294) between Mile Post 32.90 and Mile Post 36.30 in Cook County, Illinois. (Cook). The work under this contract shall consist of: Installing dry jack and bored steel casing under Union Pacific Railroad; Installing underground conduit duct bank; Proofing existing underground conduit duct bank; Installing fiber optic cables; Connecting existing temporary ITS devices to proposed fiber optic cable; Maintenance of existing ITS devices; Removing existing ITS devices; Erosion control; and Maintenance of Traffic.

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

IDOT Prequalification required: **Yes**

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

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

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

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention jkim@getipass.com, to be received no later than 2:00 p.m. local time on March 13, 2020.

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

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

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

DATE: March 5, 2020

ML

<p align="center">Documents Required with the Bid</p> <p align="center">Bidder should use this checklist to ensure that all required documents are completed and included with its bid.</p>			
Required Documents	Reference Volume I	Comments and Important Information	Included with Bid
<p>Forms A (22 pages) or Forms B (3 or more pages)</p> <p align="center">✓</p>	Section N	<p>Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.</p> <p>If a Joint Venture, must be submitted for each Joint Venture Partner</p>	✓
<p>Disadvantaged Business Enterprise</p> <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.	✓
<p>Veteran Small Business Participation and Utilization</p> <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.	✓
<p>Equal Employment Opportunity EEO 1256</p>	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.	✓
<p>Optional Bid Credit Incentive Program Certificates</p>	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	✓
<p>Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4</p>	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.	✓
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	✓
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	✓

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 Authority for constructing a portion of the Illinois Toll Highway System, as described in the advertisement for sealed bids.

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. BID GUARANTY

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

7. WAGE STIPULATIONS

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

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

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

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

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

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **TOLLWAY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **RESERVED**

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

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

36. **PUBLICITY**

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

37. **RESPONSIBLE BIDDER AFFIDAVIT**

Public Act 97-0369 amended the Illinois Procurement Code to require a "responsible bidder" to submit a signed affidavit stating that the bidder shall maintain an Illinois office as the primary place of business for persons employed in the construction authorized by the contract. Therefore, in accordance with the Act the Illinois Tollway will request the "Responsible Bidder Affidavit" from the apparent low bidder, once the apparent low bidder has been determined.

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

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

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

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

39. **RECORD RETENTION AND AUDIT**

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

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

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

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

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

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

40. **INSPECTOR GENERAL**

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

41. **ACCEPTANCE OF SCANNED SIGNATURES**

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

42. **EXPATRIATED ENTITIES**

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

PART II: Bid Requirements

Bid	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

Cook County Prevailing Wage Rates posted on 1/28/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		50.51	55.05	2.0	2.0	2.0	2.0	6.97	14.65	0.00	1.10	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION ELECTRICIAN	All	BLD		44.86	47.66	1.5	1.5	2.0	2.0	10.22	13.48	1.25	1.15	0.07
ELECTRIC PWR EQMT OP	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRIC PWR GRNDMAN	All	ALL		41.65	58.40	1.5	1.5	2.0	2.0	9.64	13.82	0.00	2.65	
ELECTRIC PWR LINEMAN	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRICIAN	All	ALL		49.35	52.35	1.5	1.5	2.0	2.0	15.69	17.02	1.25	1.48	0.40
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	All	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	All	ALL		50.63	52.63	2.0	2.0	2.0	2.0	14.65	23.78	0.00	0.44	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	

OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	FLT	6	38.00	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
ORNAMENTAL IRON WORKER	All	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25
PAINTER	All	ALL		47.30	53.21	1.5	1.5	1.5	2.0	12.01	12.74	0.00	1.87
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70
SHEETMETAL WORKER	All	BLD		45.50	49.14	1.5	1.5	2.0	2.0	11.70	25.58	0.00	0.86
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.40	3.75	0.00	0.00
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65
STEEL ERECTOR	All	ALL		42.07	44.07	2.0	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30
TRUCK DRIVER	E	ALL	1	36.45	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	2	36.70	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.90	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	E	ALL	4	37.10	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15
TRUCK DRIVER	W	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15

TRUCK DRIVER	W	ALL	2	37.51	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	3	37.71	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	4	37.91	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

BID

CONTRACT NO. I-20-4512

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy until 10:30:00 a.m., local time, April 9, 2020.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

I, the undersigned hereby proposes to perform: Advance Fiber Relocation Installation

The services will be performed in the: Tri-State Tollway (I-294) mile post 32.90 to mile post 36.30 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 and the foregoing (if any), form of Agreement, forms of Contract Bonds, and other exhibits (if any), on file at the office of the Illinois State Toll Highway Authority have been carefully examined, and that the undersigned has inspected in detail the site of the proposed Work, and familiarized itself with all of the conditions affecting the contract, and that it is satisfied itself as to the Work to be done and the conditions under which it must be carried out, and understands that in submitting this bid waives all rights to plead any misunderstanding regarding the same.

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

Addendum No. <u>1</u>	Date <u>03/20/2020</u>
Addendum No. <u>2</u>	Date <u>04/01/2020</u>
Addendum No. <u>3</u>	Date <u>04/02/2020</u>
Addendum No. _____	Date _____

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

Accompanying this bid is a Bid Guaranty:

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

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its bid for the construction of The Illinois State Toll Highway Authority Contract I-20-4512, hereby stipulates that, if awarded a contract on said bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a contract be entered into under said bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said contract as provided by law.

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

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

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

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

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 Authority 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

17601 Southwest Highway

having principal office at Orland Park IL 60467 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 3rd day of April 2020, 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:

_____	_____
President	Address

_____	_____
Vice-President	Address

_____	_____
Secretary	Address

_____	_____
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 \$10,000.00. 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-20-4512 as specified in S.P. 103.1

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-20-4512
ELGIN O'HARE WEST ACCESS TOLLWAY (I-490)
ADVANCE FIBER RELOCATION INSTALLATION
TRI-STATE TOLLWAY (I-294)
MILE POST 32.90 TO MILE POST 36.30
TRI-STATE TOLLWAY (I-294): STA 1740+00.00 TO STA 1921+00.00
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	36	\$60.00	\$2,160.00
*	20200100	EARTH EXCAVATION	CU YD	193	\$135.00	\$26,055.00
*	20400800	FURNISHED EXCAVATION	CU YD	193	\$50.00	\$9,650.00
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$2,400.00	\$2,400.00
*	66901006	REGULATED SUBSTANCES MONITORING	CAL DAY	10	\$800.00	\$8,000.00
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE NARROW), TEST LEVEL 3	EACH	2	\$15,000.00	\$30,000.00
*	X0323914	FIBER OPTIC CABLE SPLICE - LATERAL	EACH	5	\$3,300.00	\$16,500.00
*	JA000297	STEEL CASING PIPE, BORE AND JACK, 20"	FOOT	140	\$1,612.00	\$225,680.00
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100	\$108.00	\$10,800.00
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100	\$305.00	\$30,500.00
*	J1704014	RELOCATE TEMPORARY CONCRETE BARRIER, TO REMAIN IN PLACE	FOOT	850	\$40.00	\$34,000.00
*	J1725000	TERMINAL MARKER - DIRECT APPLIED	EACH	2	\$55.00	\$110.00
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	5	\$100.00	\$500.00
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2	\$4,300.00	\$8,600.00
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	6	\$1,000.00	\$6,000.00
**	JS280050	SILT FENCE	FOOT	800	\$5.00	\$4,000.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280051	RE-ERECT SILT FENCE	FOOT	160	\$5.00	\$800.00
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750	\$23.00	\$17,250.00
**	JS280140	TEMPORARY RIPRAP	TON	11	\$180.00	\$1,980.00
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.25	\$10,000.00	\$2,500.00
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	24	\$35.00	\$840.00
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	6	\$2,500.00	\$15,000.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$60,000.00	\$60,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	\$21,000.00	\$21,000.00
**	JS845012	REMOVAL OF ELECTRIC SERVICE INSTALLATION	EACH	2	\$2,700.00	\$5,400.00
*	JT132644	INSTALL ETHERNET SWITCH	EACH	1	\$2,400.00	\$2,400.00
*	JT132800	REMOVE ITS POLE MOUNTED ENCLOSURE	EACH	!	\$2,700.00	\$10,800.00
*	JT134000	MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS	L SUM	1	\$14,600.00	\$14,600.00
*	JT135006	REMOVE MICROWAVE VEHICLE DETECTION ASSEMBLY	EACH	~	\$2,700.00	\$8,100.00
*	JT135096	ITS POLE AND BASE REMOVAL	EACH	!	\$2,600.00	\$10,400.00
*	JT135097	REMOVE CCTV CAMERA, POLE MOUNTED	EACH	2	\$2,700.00	\$5,400.00
*	JT160133	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X72"X36", TOLLWAY FURNISHED	EACH	!	\$3,100.00	\$12,400.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT160149	CABLE MARKER SIGN WITH POST FOR ELECTRIC CABLE	EACH	2	\$290.00	\$580.00
*	JT160172	HANDHOLE FOR SINGLE MODE FIBER OPTIC CABLE, 48"X96"X60", TOLLWAY FURNISHED	EACH	1	\$5,900.00	\$5,900.00
*	JT160217	LOCATE POST FOR FIBER OPTIC CABLE	EACH	5	\$295.00	\$1,475.00
*	JT160266	WOOD POLE REMOVAL, NO SALVAGE	EACH	1	\$1,350.00	\$1,350.00
*	JT160350	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, RMORED' 12 FIBERS	FOOT	18,843	\$1.40	\$26,380.20
*	JT160355	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, RMORED' 144 FIBERS	FOOT	18,735	\$1.45	\$27,165.75
*	JT160356	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, RMORED' 288 FIBERS	FOOT	38,148	\$1.75	\$66,759.00
*	JT160357	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, RMORED' 864 FIBERS	FOOT	58,436	\$2.00	\$116,872.00
*	JT160381	INSTALL TOLLWAY FURNISHED FIBER OPTIC CABLE, SINGLE MODE, RMORED' 432 FIBERS	FOOT	18,735	\$1.90	\$35,596.50
*	JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	193	\$100.00	\$19,300.00
*	JT280500	SEDIMENT FILTER BAG	EACH	1	\$1,800.00	\$1,800.00
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1	\$4,100.00	\$4,100.00
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1	\$1,500.00	\$1,500.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	100	\$0.60	\$60.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	100	\$22.00	\$2,200.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	30	\$30.00	\$900.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	"	\$200.00	\$1,600.00
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	6	~ 900.00	\$5,400.00
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	10	\$125.00	\$1,250.00
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	!"	\$35.00	\$1,680.00
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	6	\$200.00	\$1,200.00
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	~	~ 900.00	\$2,700.00
*	JT810695	PROOFING EXISTING EMPTY COILABLE NONMETALLIC CONDUIT	FOOT	111,639	\$0.75	\$83,729.25
*	JT810920	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 11, 1 1/2" DIA., TOLLWAY FURNISHED	FOOT	7,200	\$4.10	\$29,520.00
*	JT810930	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, SDR 13.5, 4" DIA., TOLLWAY FURNISHED	FOOT	600	\$15.00	\$9,000.00
*	JT814001	HANDHOLE, TOLLWAY FURNISHED	EACH	2	\$5,600.00	\$11,200.00
*	JT900039	REMOVE SENSYS AP/REPEATER, STRUCTURE MOUNTED	EACH	~	\$2,700.00	\$8,100.00
*	JT901056	LOCATOR TRACER WIRE	FOOT	330	\$5.00	\$1,650.00
TOTAL AMOUNT OF CORE WORK						\$1,072,792.70

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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	40,000.00	40,000.00
*	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
*	JT154062	CONTRACT ALLOWANCE FOR MAINTAIN INTELLIGENT TRANSPORTATION SYSTEM REPAIR	UNIT	20,000	1.00	20,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	1.00	25,000.00
*	JT154103	ALLOWANCE FOR RAILROAD FLAGGING AND SERVICES	UNIT	1,050,000	1.00	1,050,000.00
*	JT154110	ALLOWANCE FOR UNFORESEEN RELOCATION OF SINGLE MODE FIBER OPTIC FACILITIES	UNIT	40,000	1.00	40,000.00

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITITES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITITES 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 (2) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	VEH/DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (2) (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 (<)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO 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)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(6,000.00)	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(6,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(5,000.00)	
	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)	
	999NEG72	FAILURE TO RESPOND TO MAINTAIN ITS PER MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG73	NON-COMPLIANCE WITH ITS PER MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG74	FAILURE TO REPAIR TO MAINTAIN ITS PER MAINTAIN INTELLIGENT TRANSPORTATION SYSTEMS SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG90	ONE LANE OR RAMP BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(3,000.00)	
	999NEG91	TWO LANES BLOCKED PER S.P. FAILURE TO OPEN LANES TO TRAFFIC	15 MINUTES		(5,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
INCENTIVES						
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						1,215,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						2,287,792.70
ECP BID CREDIT						10,000.00
AWARD CRITERIA						2,277,792.70

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS

Note 1: The deduction will be according to Article 280.02(2)(1) Table A. The Contractor should leave the unit price value blank.

No. 00791

Illinois State Toll Highway Authority

This Certifies that John Burns Construction Co. has earned a total of \$295,168.94 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

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



The owner of this certificate # 00791 is tendering
\$ 10,000.00 credits for use on bid for contract
I-26-4512 on (date) 4/9/2020. I understand that
any credits not utilized for a winning bid will be returned.



Signed _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

John Burns Construction Company
17601 Southwest Highway
Orland Park, IL 60467

SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company
801 Warrenville Road
Lisle, IL 60532

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.

OWNER:

(Name, legal status and address)

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

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

PROJECT:

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

Advance Fiber Relocation Installation I-294 between Mile Post 32.90 and Mile Post 36.30 in Cook County, IL. Project No. I-20-4512

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 3rd day of April, 2020

[Redacted Signature]

John Burns Construction Company

(Principal)

(Seal)

By:

(Title) Scott Becker President

[Redacted Signature]

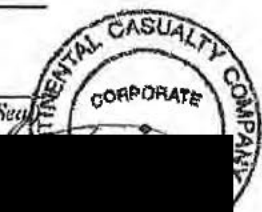
Continental Casualty Company

(Surety)

(Seal)

By:

[Redacted Signature]



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jennifer J. McComb , Individually

of Downers Grove, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: John Burns Construction Company
Obligee: Illinois State Toll Highway Authority

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

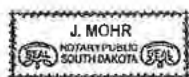


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

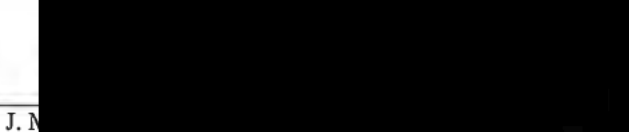


State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021



CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3rd day of April, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



Form F6853-4/2012

D. Johnson

Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Alexa Costello Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Jennifer J. McComb Attorney-in-Fact, of the Continental Casualty

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

Continental Casualty 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 3rd day of April, 2020.



Notary Public Alexa Costello

My Commission expires: November 19, 2023

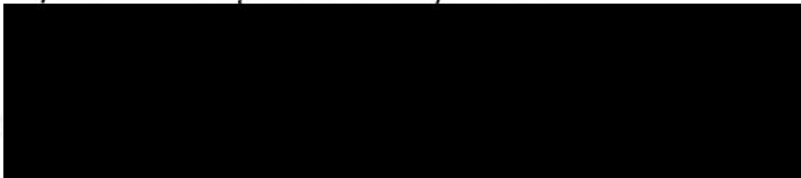
STATE OF ILLINOIS}

COUNTY OF COOK}

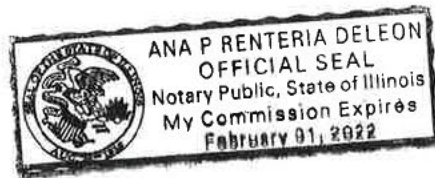
On April 3rd 2020 before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Scott Becker, known to me to be the President of John Burns Construction, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on February 1st 2022



Notary Public



FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

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

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

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

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO:

I-20-4512

(Enter Tollway Contract Number)

SUBMITTING BIDDER:

John Burns Construction

(Enter Name of Firm)

ADDRESS:

17601 Southwest Highway

Orland Park, IL 60467

STATE OF ILLINOIS)

COUNTY OF Cook)

SS

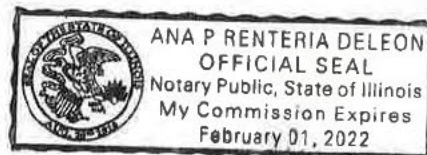
The Affiant, Scott Becker, being first duly sworn, upon oath deposes and says:

1. That the Affiant is Scott Becker of John Burns Construction who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as I-20-4512 (enter Tollway contract number), between the bidder and the Owner;
2. The Affiant hereby states that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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

SUBSCRIBED AND SWORN BEFORE ME THIS 3rd DAY OF April, 2020.

NOTARY PUBLIC



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

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

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

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

Items that Qualify and Explanation:

N/A

Signature of Authorized Representative:

[REDACTED]

Printed Name of Authorized Representative:

Scott Becker

Vendor Name:

John Burns Construction

Date:

4/3/2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-20-4512

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	Kevin Fangerow	(312) 550-6067	kfangerow@jbcco.com
Bid Guaranty	John Corcoran	(708) 326-3510	jcorcoran@jbcco.com
DBE 2026	Kevin Fangerow	(312) 550-6067	kfangerow@jbcco.com
EEO Program	John Corcoran	(708) 326-3510	jcorcoran@jbcco.com
VOSB 2026	Kevin Fangerow	(312) 550-6067	kfangerow@jbcco.com
Financial Disclosures Forms A or Forms B	John Corcoran	(708) 326-3510	jcorcoran@jbcco.com
IDOT Certificate of Eligibility	John Corcoran	(708) 326-3510	jcorcoran@jbcco.com
Non-Collusion Affidavit – Page R-4	John Corcoran	(708) 326-3510	jcorcoran@jbcco.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-20-4512

AFFIDAVIT

State of Illinois)
) SS
County of Cook)

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

That his/her name is Scott Becker, and he/she resides at Elmhurst, IL,
and his/her office is at 17601 Southwest Highway, That he/she makes, and is authorized to
Orland Park, IL 60467
make

this affidavit on behalf of John Burns Construction, a
(Name of Corporation, Partnership, etc.)

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

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

That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway Authority System, described in **Contract No. I-20-4512** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this bid is made without reference to any other bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said bid; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any bid for said contract, directly or indirectly.

[Redacted Signature]

(Affiant)

Sworn to before me and subscribed in my presence this 3rd day of April

[Redacted Notary Signature]

(Notary Public)

My Commission Expires: 02/01/2022



CONTRACT NO. I-20-4512

PLANT AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire *uarantee'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 2 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
Brandon Darger	Program Manager	Program Manager	10	18
Christopher Lewis	Project Manager	Project Manager	3	10
Sarah Bettenhausen	Quality Control Mgr	Quality Control Mgr	8	12
Steven Brazel	Safety Manager	Safety Manager	10	18
Jeffery Dore	Construction Mgr	Construction Mgr	22	26
John Feldbaumer	Foreman	Foreman	10	20

CONTRACT NO. I-20-4512

PLANT AND EQUIPMENT QUESTIONNAIRE

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

2a) **EQUIPMENT OWNED**

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

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

**CONTRACT NO. I-20-4512
PLANT AND EQUIPMENT QUESTIONNAIRE**

2b) EQUIPMENT TO BE LEASED OR RENTED

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	PROPOSED RENTER OR LESSOR
See attached					

THREADING BOX TRUCK											
17001	FREIGHTLINER	FL 70	20FT BOX VAN	26000	2004	1FVABSALX4HM44002	127009 H	6/30/2020	Pipe Truck	G3801505133560	464201755
OFFICER VEHICLES											
18002	FORD	EDGE	SUV		2012	2FMDK3JCXBA15397	JBCC W5	5/31/2020	Dale Slusarski	G3801505356517	
18010	CHEVROLET	CUSTOM	Van (Orland Park)		2014	1GBWGLCG7E111978Z	2401021 <	7/31/2020		G40151039467	
18011	CHEVROLET	TAMBO LTZ	SUV		2015	1GNSKCK3F885019	OMALLY 5	7/31/2020	Nadine O'Malley	G401508104960	
18014	MASERATI	QUATTROPORTE SQ4 GRANLUSSO	4 DOOR		2017	ZAM56RLRH1251050	JBCC BD	10/31/2020	—	G401509350777	
18015	FORD	EXPLORER	WHITE 4DR		2013	1FMSK8D82DGAD01481	AY31829	8/31/2020	Billy O'Malley	G3801504615161	
18016	FORD	EXPLORER	WHITE 4DR		2014	1FMSK7D82EG86224	127372	5/20/2020	Annie O'Malley	G3801505751350	4642018544
18017	BMW	M760i xDrive	BLACK 4DR SEDAN		2018	WB47H6C58G614530	JBCC	3/31/2020	Scott Becker	G401512272501	
SKIDSTEERS											
19003	NEW HOLLAND	L 180	SKIDSTEER ON TIRES		2006	NGMM43440					464201795
19004	NEW HOLLAND	L 180	SKIDSTEER ON TIRES		2008	N8M489807					464201782
19006	NEW HOLLAND	L 185	SKIDSTEER ON TIRES			NGM446389					464201870
19007	NEW HOLLAND	L185	SKIDSTEER ON TIRES			N8M490527					4642018714
19008	CAT	272 D	SKIDSTEER ON TIRES		2013	GSLO9501					464201977
19009	CAT	41-2	SKIDSTEER ON TIRES		2014	TKM02627					464201979
19010	CAT	272D	SKIDSTEER ON TIRES		2013	GSLO0723					4642018710
19011	CAT	289C	SKIDSTEER ON TRACKS		2013	RTD01652					464201788
BACKHOES											
20004	CAT	426C	COMBINATION		2000	6XN04191					4642017772
20006	CAT	420D	COMBINATION		2003	BLN12087			<^*^>		464201994
20007	CAT	420D	COMBINATION 4X4		2005	FDP25343					464201777
20008	CAT	420E	COMBO/ 4X4/ FORKS		2007	OKMWO1945			INTEGRATE TOOL		464201778
20009	CAT	420E	COMBO/ 4X4/ FORKS		2007	OKMWO1990			INTEGRATE TOOL		4642017761
WHEEL LOADERS											
21003	VOLVO	L60E	WHEEL LOADER		2005	60754	415				464201766
21004	CAT	924J	WHEEL LOADER		2015	PWR03928	72" FORKS				
MINI EXCAVATORS											
22006	TAKEUCHI	TB145				14518755					464201787
22008	TAKEUCHI	TB016	TRACK EXCAVATOR MINI		2006	11610553					4642017950
22010	TAKEUCHI	TB016	TRACK EXCAVATOR MINI		2006	11610759					464201755
22012	TAKEUCHI	TB016	TRACK EXCAVATOR MINI		2012	11611413Z					
22013	TAKEUCHI	TB016	TRACK EXCAVATOR MINI		2008	1615745					
MIDDLE EXCAVATORS											
23001	CAT	312	TRACK EXCAVATOR		1996	7DK0671					4642017832
23002	CAT	312CL	TRACK EXCAVATOR		2005	CBA02796					464201778
23005	CAT	303 SDCR	TRACK EXCAVATOR RUBBER			RHP001182					464201856
23006	CAT	305CCR	TRACK EXCAVATOR RUBBER			XFA00783					464201829
23007	CAT	308DCR	TRACK EXCAVATOR RUBBER		2013	GBX00730					464201787
23008	CAT	305ECR	TRACK EXCAVATOR			XFA01574					
23009	CAT	308DCR	TRACK EXCAVATOR RUBBER			GBT00714					464201765
23010	CAT	305 SE	TRACK EXCAVATOR		2012	FKY00289					
23011	CAT	308E2CRSB	TRACK EXCAVATOR RUBBER		2014	0FJX00203					
23012	CAT	305E2CR	TRACK EXCAVATOR RUBBER		2015	ODJX01442					
23013	CAT	308E2CRSB	TRACK EXCAVATOR RUBBER		2015	FJX0265					
23014	CAT	305E2CR	TRACK EXCAVATOR RUBBER		2016	H5M01882					
23015	CAT	305 SE2CR	TRACK EXCAVATOR RUBBER		2015	EJX01339					
23016	CAT	308E2CRSB	TRACK EXCAVATOR RUBBER		2013	GB02031					
LARGE EXCAVATORS											
24001	CAT	Z1- L	TRACK EXCAVATOR			2JR1299					4642017664
24002	KOMATSU	PC300LC	TRACK EXCAVATOR			AR0571					4642017662
24003	KOMATSU	PC400LC 6LM	TRACK EXCAVATOR		2003	A85360			Tier 3		464201777
ANGLE DOZER											
25001	CAT	D4C	ANGLE DOZER		1995	75L00190					4642017741
ASPHALT ROLLER											
26001	WACKER	RD11A	ROLLER			511161					4642018504
CABLE PLOW											
27001	VERMEER	RTX1250	PLOW & TRENCHER		2007	1VR6110R77100015			Front Attachment: RC1250/1VR40702581000173 Rear Attac		464201765
BORING RIGS											
28005	DITCH WITCH	JT2020 MACH 1	BORING RIG		2012	CMWJ2020CC0001639					464201787
28006	DITCH WITCH	JT2020 MACH 1	BORING RIG		2014	AE000015					4642017811
28007	VERMEER	D20X22 S3	BORING RIG		2015	1VRA170V3F1000311					
28009	VERMEER	D20X22H	BORING RIG		2016	1VRA170VVG1000551					
28009	DITCH WITCH	JT20	BORING RIG		2019	DWPJT20B1K00002Z1					
HYDRAULIC HAMMERS											
31000			OLD SKIDSTEER BREAKER								
31001	RAMMER	S23N	SKIDSTEER BREAKER	300kg		2388A2537					
31002	ATLAS COPCO	SBR340	SKIDSTEER BREAKER	248kg	2009	210					
31003	CHICAGO PNEUMATIC	RX4	SKIDSTEER BREAKER		2010	B53679	mod# 2002972			P8210/410	
31004	RAMMER	S23N	MINI EX BREAKER			2388A4572					
31005	KENK	RP9	BACKHOE BREAKER			1518	for Older combo				
31006	KENK	KF9	BACKHOE BREAKER			5496					
31007		KF9	BACKHOE BREAKER			4567					
31008	CHICAGO PNEUMATIC	RX11	EXCAVATOR BREAKER			DEQ12201					
31009	ALLIED	BR999	EXCAVATOR BREAKER			190362 9 1					
31010	Caterpillar	H655SL/MTL	SKIDSTEER BREAKER			FTS02041					
31011	Caterpillar	H75	EXCAVATOR BREAKER			0X9E00539					
31012	Caterpillar	H95	EXCAVATOR BREAKER			0X9F00581					
31013	Caterpillar	"]	EXCAVATOR BREAKER			3X801280					
31014	Caterpillar	H55E MHE	EXCAVATOR BREAKER			3X901201					
31015	Caterpillar	H95	EXCAVATOR BREAKER			0X9F00652					
31016	Caterpillar	H95	EXCAVATOR BREAKER			0X9F00651					
31017	Caterpillar	H95	EXCAVATOR BREAKER			0X9F00580					
31018	Caterpillar	"]	EXCAVATOR BREAKER			03X801284					
31019	CHICAGO PNEUMATIC	RX6 II	SKIDSTEER BREAKER			BES073819					
31020	Caterpillar	H65 MHE	EXCAVATOR BREAKER		2016	03X80215					
31022	Caterpillar	"]	EXCAVATOR BREAKER		2015	03X80127					
FORK LIFTS - PROPANE											
32001	KOMATSU	FG30SHT 12	FORK LIFT		2002	568587*					
32002	NISSAN	MCPL01A15LV	FORK LIFT KIMBERLY		2005	CPLO1 9N148					
32003	DOOSAN	G25P5	FORK LIFT CTR		2011	FGA08 1330 01190					
SMALL EQUIPMENT											
33001	JOHN DEERE	GATOR	4X4 GATOR		2012	1M0HPXDSKBM09120					4642017981
33002	MILLER	MB21	SCOOTCRETE			G15252					
33003	EZ GO	X875	UTILITY CART			255373					
33004	HUSQVARNA	F54800D	CONCRETE/LOOP SA		2009	1259938001					
33005	WACKER	DPUG055WC	WALK BEHIND TAMPER		2007	1844621/ENGINE^					
33006	LINCOLN	K1419 1	GAS WELDER			U1020515734					
33007	McELROY	1245001	HDPE FUSION MACHINE	BIG		9693980 3					
33008	McELROY		HDPE FUSION MACHINE	SMALL		9162240 2					
33009	CATERPILLAR	CV 16	COMPACTOR PLATE			A1E01669					
33010	KENCO	K19000	BARRIER LIFT			SF68032918V4					
33011	VERMEER	MX125	MIXING SYSTEM		2016	1VRX030U5FG00436					
33012	BOBCAT	BC 3400	MINI HAULER			AHJ031663					
33013	CHICAGO PNEUMATIC	CP4611 P	RIVET BUSTER			MHN237921					
AIR COMPRESSORS - TOW											
34001	INGERSOLL RAND	P185	AIR COMPRESSOR		2008	4FVCBAA58U39864J					4642018419

46009	
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CABLE TUGGER										
47001	GRUNDOWICH		TUGGER			W09W052026KB13507				

DROP - BOXES/ CONNEX JOBSITE CONTAINERS									
DB 1	CONNEX BOX	8 X 20							
DB 2	CONNEX BOX	8 X 20							
DB 3	CONNEX BOX	8 X 20							
DB 4	CONNEX BOX	8 X 20							
DB 5	CONNEX BOX	8 X 20							
DB 6	CONNEX BOX	8 X 20							
DB 7	CONNEX BOX	8 X 20							
DB 8	CONNEX BOX	8 X 20							
DB 9	CONNEX BOX	8 X 20							
DB 10	CONNEX BOX	8 X 20							
DB 11	CONNEX BOX	8 X 20							
DB 12	CONNEX BOX	8 X 20							
DB 13	CONNEX BOX	8 X 20							
DB 14	CONNEX BOX	8 X 20							
DB 15	CONNEX BOX	8 X 20							
DB 16	CONNEX BOX	8 X 20							
DB 17	CONNEX BOX	8 X 20							
DB 18	CONNEX BOX	8 X 20							
DB 19	CONNEX BOX	8 X 20							
DB 20	CONNEX BOX	8 X 20							

CONTRACT NO. I-20-4512

PLANT AND EQUIPMENT QUESTIONNAIRE

2c) **EQUIPMENT TO BE PURCHASED**

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

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

CONTRACT NO. I-20-4512
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
Earthwork	20200100 20400800 JA000297	15%	\$150,000	Argo Construction LLC
	J1704014 JS280070 JS280140			
Traffic Control	J1725000 JS120100 JS701010	5%	\$50,000	Work Zone Safety
	JT701030-35 JT701200 JT701210 JT701220			
Survey / Layout	N/A	1.5%	\$15,000	C3
Trucking / Hauling	Various	4%	\$40,000	E.R. Bakey
Temp Attenuators	70600280	2.5%	\$25,000	Industrial Fence Inc

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-20-4512
PLANT AND EQUIPMENT QUESTIONNAIRE**

5. EXAMINATION OF SITE WORK

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

YES x NO _____

6. DOCUMENT REFERENCE

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

The Special Provisions YES x NO _____

The Contract Plans YES x NO _____

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

Dated at 8:00AM this 3rd day of April, 2020.

John Burns Construction

[REDACTED]

President

Title of Person Signing

STATE OF Illinois)
)
COUNTY OF Cook)

Scott Becker being duly sworn deposes and says that he/she is President

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

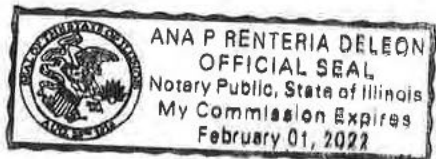
questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 3rd day of April, 2020

[REDACTED]

Notary Public

My Commission Expires: 02/01/2022



CONTRACT NO. I-20-4512

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>please see affidavit of availability</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>PLEASE SEE ATTACHED AFFIDAVIT OF AVAILABILITY</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>PLEASE SEE ATTACHED AFFIDAVIT OF AVAILABILITY</i>				

TOTAL OF BIDS PENDING AWARD *Please See Affidavit of Availability*

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.

John Burns Construction

Scott Becker

BIDDER
4/3/2020



DATE

BY: SIGNATURE

President
TITLE

SUB-CONTRACTOR

SUB-CONTRACTOR



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/3/2020

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	32460- 1513	60T93- 1510	C16CT101791384C	New Lenox -1946		
Contract With	CDOT	IDOT	CTA - 1928	Village of New Lenox		
Estimated Completion Date	6/30/2021	5/31/2020	5/31/2020	7/30/2021		
Total Contract Price	43,500,000.00	6,334,067.00	2,525,000.00	8,638,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,849,720.00	17,367.00	445,938.00	8,085,429.00		13,398,454.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						13,398,454.00

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	2,376,362.80	17,367.00	169,928.54	768,570.03	0.00	3,332,228.37
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
General Contracting-Building				1,567,809.37		1,567,809.37
						0.00
Totals	2,376,362.80	17,367.00	169,928.54	2,336,379.40	0.00	4,900,037.74

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



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/3/2020

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Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	Clarendon Hills - 1943	P-16008-017	66E97-1720	PO0058658-1942		
Contract With	Village Of Clarendon Hills	Chicago Park District	IDOT	Metra		
Estimated Completion Date	9/30/2020	9/30/2020	5/30/2020	07/05/20		
Total Contract Price	6,247,825.00	3,715,000.00	1,906,027.00	1,194,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	6,031,922.00	3,715,000.00	25,707.00	1,194,000.00		24,365,083.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						24,365,083.00

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	517,785.00	1,500,000.00	25,707.00	500,000.00	0.00	5,875,720.37
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
General Contracting-Building	2,946,132.00	707,885.75		502,094.00		5,723,921.12
						0.00
Totals	3,463,917.00	2,207,885.75	25,707.00	1,002,094.00	0.00	11,599,641.49

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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 4/3/2020

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	PO0030064-1825	C16CT101791384C	62K56 - 142	C16CT101791384C-1823		
Contract With	METRA	CTA	IDOT	CTA		
Estimated Completion Date	3/8/2020	9/30/2021	10/30/2020	4/30/2020		
Total Contract Price	11,140,000.00	5,887,000.00	712,222.00	1,949,920.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	5,969,672.00	5,887,000.00	712,222.00	1,610.00		36,935,587.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						36,935,587.00

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

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

					Accumulated Totals
Earthwork		0.00			0.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving			0.00		0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces					0.00
Highway, R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical	143,227.66	2,376,519.00	412,222.00		8,807,689.03
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
General Contracting-Building	703,141.65			1,610.00	6,428,672.77
					0.00
Totals	846,369.31	2,376,519.00	412,222.00	1,610.00	15,236,361.80

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**Illinois Department
of Transportation**

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

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For the Letting of 4/3/2020

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	1	2	3	4	Awards Pending	
Contract Number	64K76 - 1933	B-7-230 (1919)	I-16-4269 (1627)	227627B-1821		
Contract With	IDOT	CDOT	ISTHA	PACE		
Estimated Completion Date	TBD	5/28/2021	12/31/2018	7/25/2023		
Total Contract Price	1,090,515.00	2,240,154.05	3,790,000.00	820,877.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,042,155.00	1,594,389.00	125,658.00	653,068.00		40,350,857.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						40,350,857.00

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

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					Accumulated Totals
Earthwork					0.00
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces					0.00
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical	316,298.00		125,658.00		9,249,645.03
Cover and Seal Coats					0.00
Concrete Construction				99,735.62	99,735.62
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
General Contracting-Building		860,601.33			7,289,274.10
					0.00
Totals	316,298.00	860,601.33	125,658.00	99,735.62	0.00
					16,638,654.75

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	62G14	62G66	I-18-4430			
Contract With	IDOT	IDOT	ISHTA			
Estimated Completion Date	6/30/2020	5/31/2020	12/21/20			
Total Contract Price	2,049,950.00	5,558,001.00	6,430,000.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,037,060.00	2,840,648.00	4,701,550.00			48,930,115.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						48,930,115.00

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

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

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	918,629.74	2,057,042.65	4,466,171.80			16,691,489.22
Cover and Seal Coats						0.00
Concrete Construction						99,735.62
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
General Contracting-Building						7,289,274.10
						0.00
Totals	918,629.74	2,057,042.65	4,466,171.80	0.00	0.00	24,080,498.94

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Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Midwestern	Daktronics	Smith Painting	D Construction	
Type of Work	Electrical	DMS Signs	Painting	Demo/Earthwork	
Subcontract Price	3,486,100.00	1,354,066.00	335,920.00	2,536,704.64	
Amount Uncompleted	509,220.60	0.00	95,746.46	2,535,204.64	
Subcontractor	ERM	Evergreen	MW Powell Co.	Len Cox & Sons	
Type of Work	Poles	Conduit/Vaults	Roofing	Underground Utilities	
Subcontract Price	7,805,204.47	825,642.65	107,000.00	604,702.44	
Amount Uncompleted	1,794,396.40	0.00	107,000.00	604,702.44	
Subcontractor	Midco Electric	ERM	Sandoval Fences	Altra	
Type of Work	Electrical	Poles	Fencing	Structural Steel	
Subcontract Price	1,351,338.65	200,832.00	143,800.00	333,734.50	
Amount Uncompleted	169,740.20	0.00	49,998.00	333,734.50	
Subcontractor			Synergy	Volt Electric	
Type of Work			Stainless Steel Maint.	Electrical	
Subcontract Price			36,400.00	198,305.00	
Amount Uncompleted			0.00	198,305.00	
Subcontractor			Doyle Signs	Beary Landscaping	
Type of Work			Signage	Landscaping	
Subcontract Price			11,090.00	137,998.00	
Amount Uncompleted			11,090.00	137,998.00	
Subcontractor			Omega Plumbing	L Marshall	
Type of Work			Plumbing	Roofing	
Subcontract Price			12,175.00	140,000.00	
Amount Uncompleted			12,175.00	140,000.00	
Subcontractor				All Other	
Type of Work				Various	
Subcontract Price				1,824,167.00	
Amount Uncompleted				1,799,106.11	
Total Uncompleted	2,473,357.20	0.00	276,009.46	5,749,050.69	0.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

SEE PAGE 10 FOR SIGNATURES

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.

	1	2	3	4	Awards Pending
Subcontractor	Mace Iron Works	Archon Cons.	Kujo, Inc.	Sanchez Paving	
Type of Work	Structural Steel		Concrete	Paving	
Subcontract Price	338,747.00	698,025.00	783,240.05	72,056.00	
Amount Uncompleted	338,747.00	698,025.00	0.00	72,056.00	
Subcontractor	Thatcher Found.	Livewire Elec.		Molter Corp	
Type of Work	Earthwork	Electrical		CMU Walls	
Subcontract Price	341,284.00	400,000.00		36,850.00	
Amount Uncompleted	326,284.00	400,000.00		36,850.00	
Subcontractor	Domain Corp	NBM Trucking		Sandoval	
Type of Work	Roofing	Hauling		Structural Steel	
Subcontract Price	421,100.00	232,215.00		75,000.00	
Amount Uncompleted	421,100.00	232,215.00		75,000.00	
Subcontractor	Volt Electric	Argo Construction		Provancal Bros	
Type of Work	Electrical	Concrete Paving		Hose Reels	
Subcontract Price	423,050.00	110,008.00		8,000.00	
Amount Uncompleted	423,050.00	110,008.00		8,000.00	
Subcontractor	Allied Landscaping	Sanchaz Paving			
Type of Work	Landscaping	Asphalt Paving			
Subcontract Price	252,860.00	66,866.25			
Amount Uncompleted	252,860.00	66,866.25			
Subcontractor	Argo Construction				
Type of Work	Demo/Paving				
Subcontract Price	168,252.00				
Amount Uncompleted	168,252.00				
Subcontractor	All Other				
Type of Work	Various				
Subcontract Price	652,612.00				
Amount Uncompleted	637,712.00				
Total Uncompleted	2,568,005.00	1,507,114.25	0.00	191,906.00	0.00

Subscribed and sworn to before me

this ____ day of _____, 20____

SEE PAGE 10 FOR SIGNATURES

Type or Print Name _____
 Officer or Director _____ Title _____

Signed _____

Company _____

Address _____

Notary Public

My commission expires: _____

(Notary Seal)

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Meyers Controlled Power	Schaffner	KSA	Atlantic Painting	
Type of Work	PSE Equipment	Transformers	Fixtures	Painting	
Subcontract Price	5,974,793.00	1,233,150.00	100,000.00	1,500,000.00	
Amount Uncompleted	4,182,943.00	1,233,150.00	100,000.00	0.00	
Subcontractor	Midwestern Electric	Neeltran	Graybar	Traffic Services	
Type of Work	Electrical	Transformers	Materials	Traffic Control	
Subcontract Price	460,000.00	773,200.00	100,000.00	18,300.00	
Amount Uncompleted	437,000.00	773,200.00	100,000.00	0.00	
Subcontractor	Stallworth	GIM Electric	Integrity		
Type of Work	Earth Retention	Transformers	Remediation		
Subcontract Price	629,700.00	756,570.00	50,000.00		
Amount Uncompleted	0.00	756,570.00	50,000.00		
Subcontractor	K&K Iron	Effluent Tech.	Work Zone Safety		
Type of Work	Structural Steel	Remediation	Traffic Control		
Subcontract Price	325,000.00	197,561.00	25,000.00		
Amount Uncompleted	319,946.00	197,561.00	25,000.00		
Subcontractor	Argo Construction	LaGrange Crane	Argo		
Type of Work	CIP Concrete	Cranes	Concrete		
Subcontract Price	212,309.00	300,000.00	25,000.00		
Amount Uncompleted	20,615.45	300,000.00	25,000.00		
Subcontractor	Sandoval	AAA Enineering			
Type of Work	Fencing	Engineering			
Subcontract Price	95,290.00	250,000.00			
Amount Uncompleted	95,290.00	250,000.00			
Subcontractor	Truck King				
Type of Work	Trucking				
Subcontract Price	77,356.00				
Amount Uncompleted	67,508.24				
Total Uncompleted	5,123,302.69	3,510,481.00	300,000.00	0.00	0.00

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

Subscribed and sworn to before me

this _____ day of _____, 20____

SEE PAGE 10 FOR SIGNATURES

Type or Print Name _____
 Officer or Director _____ Title _____

Signed _____

Company _____

Address _____

Notary Public

My commission expires: _____

(Notary Seal)

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	D2K	Gim Electric Co.	Industria	Sanchez Paving	
Type of Work	Traffic Control	Electrical	Electrical	Paving	
Subcontract Price	51,600.00	502,200.00	508,100.00	522,949.88	
Amount Uncompleted	51,600.00	502,200.00	0.00	461,618.88	
Subcontractor	Daktronics	Truck King Hauling	Elite Fiber Optics	Truck King	
Type of Work	DMS Mount	Hauling	Electrical	Hauling	
Subcontract Price	162,000.00	65,000.00	846,204.86	104,059.06	
Amount Uncompleted	162,000.00	26,301.67	0.00	91,713.50	
Subcontractor	Kujo, Inc.	AMS Elite Solutions			
Type of Work	Attenuator Work	Trucking/Hauling			
Subcontract Price	512,257.00	65,000.00			
Amount Uncompleted	512,257.00	65,000.00			
Subcontractor		Midco Electric			
Type of Work		Electrical Supplies			
Subcontract Price		140,286.00			
Amount Uncompleted		140,286.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	725,857.00	733,787.67	0.00	553,332.38	0.00

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Subscribed and sworn to before me

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 Officer or Director _____ Title _____

Notary Public _____

Signed _____

My commission expires: _____

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(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.

	1	2	3	4	Awards Pending
Subcontractor	Carrera Concrete	Everlights Inc.	Production Dist.		
Type of Work	Concrete	Materials	Materials		
Subcontract Price	125,330.00	510,340.65	137,562.10		
Amount Uncompleted	112,797.00	114,336.63	137,562.10		
Subcontractor	Evergreen Supply	Material Solutions	Lyons View		
Type of Work	Electrical	Materials	Materials		
Subcontract Price	237,073.31	347,918.40	47,365.00		
Amount Uncompleted	5,633.26	347,918.40	47,365.00		
Subcontractor		D2K Traffic Safety	Midco Electric		
Type of Work		Traffic Control	Electric Supply		
Subcontract Price		275,265.96	138,252.80		
Amount Uncompleted		209,707.16	36,577.10		
Subcontractor		Sonoma Underground	Excel, LTD.		
Type of Work		Materials	Supplies		
Subcontract Price		123,553.15	128,804.00		
Amount Uncompleted		30,595.60	13,874.00		
Subcontractor		Sanchez Paving			
Type of Work		Paving			
Subcontract Price		88,676.00			
Amount Uncompleted		7,581.16			
Subcontractor		Lyons View Manu.			
Type of Work		Materials			
Subcontract Price		146,241.35			
Amount Uncompleted		10,480.00			
Subcontractor		Argo Construction			
Type of Work		Concrete			
Subcontract Price		73,240.00			
Amount Uncompleted		62,986.40			
Total Uncompleted	118,430.26	783,605.35	235,378.20	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 1st day of April, 2020.

Print Name John F. Corcoran - Chief Financial Officer

Title

Signed [Signature]

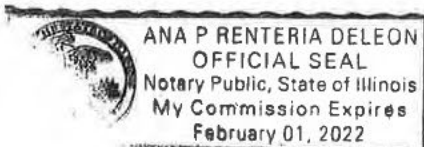
My commission expires: 2/1/2022

Company John Burns Construction Company

Address 17601 Southwest Highway

Orland Park, IL 60467-4200

(Notary Seal)



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

1. POLICY STATEMENT

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRACTOR ASSURANCE

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

4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of **22%** of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

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

6. BIDDING PROCEDURES

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

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

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

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

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

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

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

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

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

The submission of DBE Form 2025 should be via email to 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 five (5) calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- 6.6.2 Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- 6.6.3 Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 6.6.4 Negotiating in good faith with interested DBEs.
 - 6.6.4.1 Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - 6.6.4.2 A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as

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

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

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

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

The Bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Bidder by filing a request within five (5) working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, DBE@getipass.com, (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed timely 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 ten (10) working days after receipt of the request for reconsideration or the date of the meeting, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of 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, and may not include multiple contracts on one payment.

7.2 Changes to the DBE Utilization Plan

The contractor may not make changes to its contractual DBE commitments, substitute a DBE subcontractor or make any other changes to the DBE Utilization Plan without the prior written approval of the Tollway's 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; damages based on the damage to the Tollway from the contractor's lack of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the contractor in its DBE Utilization Plan and the amount actually paid to DBEs; deeming the contractor non-responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

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

The contractor may appeal the decision to impose sanctions within five (5) working days of its receipt of the written decision by filing an appeal in hard copy or electronic format with the Illinois State Toll Highway Authority's Sanctions Committee. Actual delivery of the hard copy and electronic formats within the five (5) business days is required and mere posting by mail within that period is not sufficient. An appeal may provide additional documentation and/or arguments and request an oral presentation to the Tollway's Sanctions Committee. The Tollway's Sanctions Committee shall notify the contractor in writing of the final determination and the basis for the determination within ten (10) working days after receipt of the appeal or after the date of the oral presentation by the contractor, whichever is later. The contractor may appeal an adverse decision within five (5) working days of receipt of the final determination to the Executive Director by filing an appeal in hard copy and electronic format to the Illinois State Toll Highway Authority, Executive Director, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, 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 thirty (30) calendar days

9. INACCURATE OR FRAUDULENT REPORTING

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

10. OTHER REGULATIONS

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



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: John Burns Construction
CONTACT NAME: Kevin Fangerow
CONTACT PHONE NUMBER: (312) 550-6067
CONTACT E-MAIL: kfangerow@jbcco.com

CONTRACT NUMBER I-20-4512

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.

Table with 3 columns: DBE Firm Name, Scope of Work (Brief description of overall work to be performed), and DBE - Amount (\$) (If supplier, enter 60% credit amount). Rows include Argo Construction LLC, C3 Corporation, Industrial Fence, Work Zone Safety, and a TOTAL row.

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



Date: 4/9/2020
 To: Contact Name: Kevin Fangerow
 Contractor Company Name: John Burns Construction Company
 From: Graciela Perez
 DBE Project Specialist

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

Subject:	DBE Plan Review	Date Original Plan Submitted:	4/9/2020	Revision #	1
Contract #	I-20-4512	Established DBE Goal:	22.00 %		
Contract Description:	Advance Fiber Relocation Installation. Tri-State Tollway (I-294) between Mile Post 32.90 and Mile Post 36.30.				

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		\$1,072,792.70							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Argo Construction LLC	N/A	D/MBE	Stabilized Construction	\$160,750.00	\$160,750.00	14.98 %	IDOT	M	Hispanic
C3 Corporation	N/A	D/WBE	Survey/Layout	\$19,300.00	\$19,300.00	1.79 %	IDOT	F	Caucasian
Industrial Fence, Inc.	N/A	D/MBE, VOSB	Temporary Attenuators	\$24,977.00	\$24,977.00	2.32 %	City of Chicago	M	Hispanic
Work Zone Safety, Inc.	N/A	D/WBE	Traffic Control	\$42,180.00	\$42,180.00	3.93 %	City of Chicago	F	Caucasian
Total # of subcontracts: 4			TOTAL	\$247,207.00	\$247,207.00	23.04 %			
Total # of subcontractors: 4			Total %	23.04 %	23.04 %				



CONTRACT # 1-20-4512

DBE FIRM NAME: ARGO CONSTRUCTION, LLC
CIRCLE ALL THAT APPLY: DBE WBE SBA 8(a)

PRIME JV PARTNER SUB-CONTRACTOR TRUCKER SUPPLIER MANUFACTURER

SUB-CONTRACTOR: TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO: JOHN BURNS CONSTRUCTION CO

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 (\$) (reduces to 60% of contract amount if firm is a SUPPLIER)
20200100	Earth Excavation	193	\$69.95	\$13,500.00		
20400800	Furnished Excavation	193	\$40.16	\$7,750.00		
JA000297	Steel Casing Pipe, Bore and Jack, 20" (Partial)	140	\$657.14	\$92,000.00		
JI704014	Relocate Temporary Concrete Barrier	850	\$37.06	\$31,500.00		
JS280070	Stabilized Construction Entrance	750	\$21.33	\$16,000.00		
TOTALS FOR THIS DBE FIRM:				\$160,750.00		

*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 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.

CONTACT: [Redacted] TITLE: President DATE: 4/8/2020
 CONTACT: [Redacted] TITLE: VICE PRESIDENT DATE: 4/8/2020

Firm Name: John Burns Construction
 E-mail: K.Frazier@jbc.com
 Phone: 312 550 6067
 Address: 17601 SW Hwy, Orland Park, IL 60477

Firm Name: ARGO CONSTRUCTION, LLC
 E-mail: P.GAO@ARGOCONSTRUCTIONILC.COM
 Phone: 630-272-8199
 Address: 13655 MAIN ST. LEMONT, IL 60439



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 15 2018

Alfonso Arrambide
Argo Construction, LLC
13655 Main Street, Suite #2
Lemont, IL 60439-9168

Dear Alfonso Arrambide:

The City of Chicago, your host agency, is pleased to notify you that your firm, **Argo Construction, LLC** has met the requirements for **Disadvantaged Business Enterprise ("DBE")** program certification in accordance with the governing federal regulations, 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program ("IL UCP"). The participating agencies include the City of Chicago, Illinois Department of Transportation, the Chicago Transit Authority, Metra, and Pace.

To remain certified with the IL UCP you must submit a *No Change Affidavit* each year before your anniversary date. **May 15th**. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS Code(s):**237110 – Water and Sewer Line and Related Structures Construction****237310 – Highway, Street, and Bridge Construction****238110 – Poured Concrete Foundation and Structure Contractors**

This Directory is used by prime contractors/ consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.idot.illinois.gov/doing-business/...business...directory/index

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category (ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE 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 carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non Trucking Firms:

- Firms seeking work with IDOT as a prime or subconsultant in specialized engineering categories must be prequalified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT, as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.

JUN 15 2018

- The DBE trucking firm, which leases trucks from another DBE trucking firm, receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC), and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Please direct all inquiries and any questions to the City of Chicago Disadvantaged Business Enterprise Program at 312-744-4900.

Sincerely,

A large black rectangular redaction box covers the signature area. A blue ink scribble is visible above the box, extending from the right side towards the center.

Rich Butler
First Deputy Procurement Officer
RB/sg

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

Unified Certification Program - Search

Contractor Details

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

Print

Argo Construction, LLC

Alfonso Arrambide
 13655 Main Street, Suite
 #2
 Lemont, IL 60439-9168

County: Cook

Email: pgao@argoconstructionllc.com

Phone: 630-272-8199

Fax: 630-272-8199

Categories: Construction

NAICS

237110 - Water and Sewer
 Line and Related Structures
 Construction

237310 - Highway, Street,
 and Bridge Construction

238110 - Poured Concrete
 Foundation and Structure
 Contractors

Speciality

238110 Poured Concrete
 Foundation and Structure
 Contractors 237310

Highway, Street, and Bridge
 Construction 237110 Water
 and Sewer Line and Related
 Structures Construction

Certified Profile

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

BUSINESS NAME	Argo Construction, LLC	
OWNER	Mr Alfonso Arrambide	
ADDRESS	13655 Main Street Lemont, IL 60439-3705	Map This Address
PHONE	630-272-8199	
FAX	630-272-8199	
EMAIL	pgao@argoconstructionllc.com	
ETHNICITY	Hispanic	
GENDER	Male	
COUNTY	Cook (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	12/14/2020
EXPIRATION DATE	12/14/2020
CERTIFIED BUSINESS DESCRIPTION	91345 Construction, Sewer and Storm Drain 91362 Construction, Concrete, Pour-In-Place, Form, Place, Finish 96869 Sewer Maintenance And Repair

Commodity Codes

Code	Description
NIGP 91345	Construction, Sewer and Storm Drain
NIGP 91362	Construction, Concrete, Pour-In-Place, Form, Place, Finish
NIGP 96869	Sewer Maintenance And Repair

Additional Information

REGION	Metro Chicago
RECIPROCAL CERTIFICATION AGENCY	City of Chicago



CONTRACT # 1-20-451a DBE FIRM NAME: C23 CORPORATION

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

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as 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)
<u>NO PAY ITEM</u>	<u>CONSTRUCTION LABOR</u>	<u>LSUM</u>	<u>1</u>	<u>76,500.00</u>	<input checked="" type="checkbox"/>	
	<u>Track & Ground Monitoring</u>	<u>LSUM</u>	<u>1</u>	<u>\$12,800.00</u>	<input type="checkbox"/>	
TOTALS FOR THIS DBE FIRM:				\$19,900.00		

*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 #IS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

Contact: Kevin Fangerow Title: President Date: 4/3/2020

Firm Name: John Burns Construction E-mail: kfangerow@jbcco.com

Phone: 312-550-6067 Address: 17601 Southwest Highway Orland Park IL 60467

Contract: LAURENCE CONSTRUCTION Firm Name: C23 CORPORATION E-mail: LAURENCE@C23CORPORATION.COM Phone: 815-725-4500 Address: Box N-12951 ALANTON, ILL 60435

Date: 2/20/2020



Illinois Department of Transportation

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

December 16, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Carol A. Marcus
C3 Corporation
P. O. Box 759
Wilmington, IL 60481

Dear Ms. Marcus:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for C3 Corporation 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,

[Redacted Signature]
E. Diane Cook Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises

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

Unified Certification Program - Search

Contractor Details

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

Print

C3 Corporation

Carol A. Marcus
P.O. Box 759
Wilmington, IL 60481

Email: carol@c3corporation.net

Phone: (815) 725-4500

Fax: (815) 725-4501

County: Will

Categories: Construction

NAICS

238910-Site Preparation
Contractors

Speciality

238910- MISC:
CONSTRUCTION LAYOUT
AND STAKING



CONTRACT # 1-20-4512

DBE FIRM NAME Industrial Fence Inc. MBE WBE SBA 8(A)

PRIME SUBCONTRACTOR JV PARTNER SUBCONTRACTOR SUPPLIER MANUFACTURER

TIER 1 (SUB TO PRIME): [X] 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 FIRM letterhead.

Table with columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT(S), CHECKED SUPPLIER, TOTAL DBE CREDIT AMOUNT(S)

*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 items #J5671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution.

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.

Date: 04/01/2020 Title: President
Contact: Kevin Fangarow
Phone: (312) 550-6067
Firm Name: John Burns Construction
Address: 11601 Southwest Highway, Orland Park, IL 60467

Address: 1300 S. Kildonan Avenue, Chicago, IL 60623

CONTRACT #



CHICAGO TRANSIT AUTHORITY

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

July 11, 2019

Mr. Miguel A. Saltijeral
Industrial Fence, Inc.
1300 S. Kilbourn Ave
Chicago, IL 60623

Dear Mr. Saltijeral:

The **Chicago Transit Authority** has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **April 1, 2020**. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at cta.dbesystem.com. Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Please direct all inquiries and any questions to this agency at **(312) 681-2601**.

Sincerely,



JuanPablo Prieto
Senior Manager, Diversity Program
Chicago Transit Authority
Phone: (312) 681.2600
Email: diversity@transitchicago.com



CHICAGO TRANSIT AUTHORITY

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

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

Unified Certification Program - Search

Contractor Details

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

Print

Industrial Fence, Inc.

Miguel A. Saltijeral
 1300 S. Kilbourn Ave
 Chicago, IL 60623-0000

County: Cook

Email: atutje@industrialfenceinc.com

Phone: 773-521-9900

Fax: 773-521-9904

Categories: Construction, Manufacturing

NAICS

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

Speciality

NAICS 237310 Highway,
 Street, and Bridge
 Construction NAICS 332312
 Fabricated structural metal
 manufacturing 332312 -
 Fabrication of Chain Link
 Temporary Fence,
 Guardrails, Ornamental
 Railing and Miscellaneous
 Metals 237310 - Guardrail
 Installation

Certified Profile

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

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

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	6/21/2021
EXPIRATION DATE	6/21/2026
CERTIFIED BUSINESS DESCRIPTION	Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings, Fencing, Wrought Iron, Including Components, Fencing, Metal Slat and Tubular, Including Components, Fencing, Ornamental, METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS, Iron: Angles, Bands, Plate, Sheets, etc., Ornamental Ironwork, Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation, Fencing Rental or Lease, Fence Installation, Maintenance and Repair,

Commodity Codes

Code	Description
NIGP 33000	FENCING
NIGP 33013	Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings
NIGP 33032	Fencing, Wrought Iron, Including Components
NIGP 33037	Fencing, Metal Slat and Tubular, Including Components
NIGP 33040	Fencing, Ornamental
NIGP 57000	METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS
NIGP 57029	Iron: Angles, Bands, Plate, Sheets, etc.
NIGP 57040	Ornamental Ironwork
NIGP 91313	Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation
NIGP 98136	Fencing Rental or Lease
NIGP 98815	Fence Installation, Maintenance and Repair

Additional Information

REGION

Metro Chicago



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # I-20-451Z DBE FIRM NAME: Work Zone Safety, Inc.

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

PRIME 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 (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
	see Attached			\$21,180.00		
	Add Temp Expiry LC as needed			\$21,000.00		
TOTALS FOR THIS DBE FIRM:				\$42,180.00		

* 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.

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 thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Contact: Kevin Pangerow Title: President Date: 3/30/2020

Firm Name: John Burns Construction

E-mail: kfangerow@jbcco.com

Phone: (312) 550-6067

Address: 17601 Southwest Highway Orland Park IL 60467

Contact: Pam Tcherman Title: President Date: 3-30-2020

Firm Name: Work Zone Safety, Inc.

E-mail: Pam@workzonesafetyinc.com

Phone: 815-834-0429

Address: 17051 Gaylord Rd Crest Hill IL 60403

Work Zone Safety, Inc.

CERTIFIED DBE

17051 Gaylord Road
Crest Hill, Illinois 60403

Phone: 815-834-0429
Fax: 815-834-2357

JOB PROPOSAL

BID DATE: APR. 9, 2020
ISTHA #: I-20-4512
LOCATION: I294
CITY / VILLAGE: NORTHLAKE

QUOTE VALID 30 CD

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
JS120100	TRL MT FULL MTRX PRT CMS	2	EA	\$ 3,500.00	\$7,000.00
JS701010	M.O.T.	1	LS	SEE LANE CLOSURE PRICES BELOW	
JT701030	SUPP BARRICADE	100	EA DY	\$ 0.50	\$50.00
JT701031	SUPP SIGNING	100	SF	\$ 18.00	\$1,800.00
JT701032	SUPP FLSH ARWBD PER DAY	30	EA DY	\$ 25.00	\$750.00
JT701033	SUPP FLSH ARWBD PER WEEK	8	EA WK	\$ 175.00	\$1,400.00
JT701034	SUPP FLSH ARWBD PER MONTH	6	EA MN	\$ 750.00	\$4,500.00
JT701035	SUPP M.O.T.	10	DY	\$ 100.00	\$1,000.00
JT701200	PRT CHG MESS SGN	48	CD	\$ 30.00	\$1,440.00
JT701210	PRT CHG MESS SGN	6	WK	\$ 180.00	\$1,080.00
JT701220	PRT CHG MESS SGN	3	CM	\$ 720.00	\$2,160.00

PLEASE ADD TOTAL OF LANE CLOSURES TO APPROPRIATE LINES.

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	0	BARRELS W/SB HEADS IN THE ABOVE LUMP SUMS.	
THERE ARE	0	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 \$190.00 PER HOUR PORT TO PORT FOR A STRIPING CREW OF INSTALLATIONS LESS THAN 2500 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 MSG SIGNS	
TRAFFIC CONTROL & PROTECTION COMPLETION:			
140 CD 11/30/20			
TEMPORARY EXPRESSWAY LANE CLOSURES		RENTAL RATE PER CAL. DAY	
	MON.- FRI. SAT. SUN.		
1. RAMP CLS.	\$ 950.00	\$ 1,050.00	\$ 1,350.00 EA.
2. SHLDR CLS.	\$ 900.00	\$ 1,000.00	\$ 1,300.00 EA.
3. 1 LANE CLS.	\$ 3,000.00	\$ 3,200.00	\$ 3,700.00 EA.
4. 2 LANE CLS.	\$ 3,200.00	\$ 3,400.00	\$ 3,900.00 EA.
5. 3 LANE CLS.	\$ 3,650.00	\$ 3,650.00	\$ 4,150.00 EA.
6. EA.ADD.1/2 MI.	\$ 75.00	\$ 100.00	\$ 125.00 EA.
----- 1/2 MILE WORK AREA -----			
SALE ITEMS		SALE ITEMS	
1. 28" TRIMLINE CONES	\$ 19.00 EA.	4. FOIL TAPE, 2 ROLLS, 50 YDS. EA.	\$ 172.00 EA.
2. STRIPED VESTS	\$ 25.20 EA.	5. FLAGS	\$ 5.00 EA.
3. STOP & SLOW PADDLE	\$ 94.50 EA.	6. SAND BAG (FULL)	\$ 3.50 EA.
IF THERE ARE ANY QUESTIONS ABOUT THIS QUOTE, PLEASE DO NOT HESITATE TO CALL:			
<input checked="" type="checkbox"/>	Pam Ackerman	815-834-0429 ext. 107	
<input type="checkbox"/>	Frank Marrano	630-306-2016	
<input type="checkbox"/>	Ralph Ackerman	630-432-4550	
<input type="checkbox"/>	Nick Bethune	815-834-0429 ext. 105	
ACCEPTED BY: _____			
<i>Contractor</i>			
Authorized Signature _____		Date _____	



Illinois Department of Transportation

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

January 10, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Pam Ackerman
Work Zone Safety, Inc.
17051 Gaylord Rd.
Crest Hill, IL 60403

Dear Ms. Ackerman:

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

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

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

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

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

Sincerely,

[Redacted Signature]
[Redacted Name]
DBE Certification Section
Bureau of Small Business Enterprises

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

Unified Certification Program - Search

Contractor Details

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

Print

Work Zone Safety, Inc.

Pam Ackerman
17051 Gaylord Rd.
Crest Hill, IL 60403

County: Will

Email: pam@workzonesafetyinc.com

Phone: (815) 834-0429

Fax: (815) 834-2357

Categories: Construction, Miscellaneous, Supplier

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- MISC: TRAFFIC CONTROL EQUIPMENT RENTAL
532412-Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing	MISC: REFLECTIVE MARKER INSTALLATION PAVEMENT MARKING: REMOVAL
561990-All Other Support Services	PAVEMENT MARKING: PAINT SIGNING SUPPLIER: PAVEMENT MARKING MATERIALS SUPPLIER: MATERIALS: TRAFFIC CONTROL
	532412- EQUIPMENT RENTAL
	561990- TRAFFIC CONTROL



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, FINAL (Request for Release of Final Retainage)

SECTION A: to be completed by Prime Contractor

(a) Contract Number _____

(b) Prime Contractor Name _____

(c) Contract Award Value _____

(d) Amount Earned to Date _____

(e) Percent Complete Chose One

(f) Reporting Period: _____ To _____

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

(g) _____

(h) _____ Signature of Prime Contractor Authorized Agent _____ Date _____

(i) _____ Printed Name _____ Title _____

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

<p>(j) Total value of payments received for trucks owned and operated by this DBE trucker _____</p> <p>(k) Total value of payments received for trucks leased and operated by another DBE trucker _____</p> <p>(l) Total value of payments received for trucks leased from a Non-DBE trucker _____</p> <p>(m) _____</p> <p>(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) _____</p> <p>(o) Total DBE Trucking Participation Based on DBE Special Provision VII.A. _____</p> <p>(p) _____ Signature of DBE Sub-Contractor Authorized Agent _____ Date _____</p> <p>(q) _____ Printed Name _____ Title _____</p>	<p>Number of Trucks</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p style="font-size: 2em; font-weight: bold;">\$ _____ -</p> <p>Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.</p> <p>d. _____</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="font-size: 1.2em; font-weight: bold;">\$ _____ -</p> <p style="font-size: 0.8em;">Sum of a, b & d above</p> </div>
---	---

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

Signature /Date of Construction Manager (CM)

Diversity Verification

Initials / Date



ISTHA DBE Final Payment Report – DBE Form 2115

General Information

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

Prime Contractor Information

4	Prime Contractor:			
5	Address:			
6	Telephone:			

Subcontractor Information

7	Subcontractor:			
8	Address:			
9	Telephone:			

Subcontractor Payment

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

Subcontractor Work during Contract:

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

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

Prime Contractor

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

Subcontractor

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



Capture Application Request for 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> _____ <div style="text-align: right;">(Printed Company Name)</div> I, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div> 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:
dbe@getipass.com

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

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

- Women: at least 6.9 percent for all contracts.
- Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is **19.6 %**.

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 #: I-20-4512

Prime: John Burns Construction

Date: 4/3/2020

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			
	M	F	BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES	
			M	F	M	F	M	F	M	F	M	F
Officials (Manager)	1	0	0	0	0	0	0	0	0	0	0	0
Supervisors	1	0	0	0	0	0	0	0	0	0	0	0
Foremen	1	0	0	0	0	0	0	0	0	0	0	0
Clerical	0	0	0	0	0	0	0	0	0	0	0	0
Equipment Operators	2	0	0	0	1	0	0	0	0	0	0	0
Mechanics	0	0	0	0	0	0	0	0	0	0	0	0
Truck Drivers	2	0	1	0	1	0	0	0	0	0	0	0
Ironworkers	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	6	2	0	0	1	0	0	0	0	0	0	0
Pipefitters, Plumbers	0	0	0	0	0	0	0	0	0	0	0	0
Painters	0	0	0	0	0	0	0	0	0	0	0	0
Laborers, Semi-Skilled	6	0	0	0	2	0	0	0	0	0	0	0
Laborers, Unskilled	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	19	2	1	0	5	0	0	0	0	0	0	0

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F
1	0	0	0
1	0	0	0
1	0	0	0
0	0	0	0
2	0	1	0
0	0	0	0
2	0	2	0
0	0	0	0
0	0	0	0
0	0	0	0
6	2	1	0
0	0	0	0
0	0	0	0
6	0	2	0
0	0	0	0
19	2	6	0

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	0	0	0	0	0	0	0	0
On-The-Job Trainees	0	0	0	0	0	0	0	0

* Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column

WORKFORCE PROJECTION - continued

A. Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) 0 new hires would be recruited from the area in which the contract project is located; and/or (number) 0 new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

B. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) 7 persons will be directly employed by the prime contractor and that (number) 14 persons will be employed by subcontractors.

Company John Burns Construction Telephone Number (312) 550-6067
17601 Southwest Highway
Address Orland Park IL 60467

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.



EEO 0003 Workforce Reporting Worksheet

Contract #		Prepared by	
EEO Contractor/Supplier Name		Title	
Company Contact		E-mail Address	
Period Begin Date		Phone #	
Period End Date			
Current Pay Estimate		% Complete	<input style="width: 50px;" type="text"/>
No Hours to Report <input type="checkbox"/>		Mobilization Date	<input style="width: 50px;" type="text"/>
Work Performed			
Narrative Box			

Job Category	✓ CHECK THE CORRECT BOX											ENTER HOURS AND COUNT				
	Gender		Ethnicity							Worker Experience Level			Non-Veteran		Veteran	
	Male	Female	African American	American Indian /AK	Asian	Hispanic	Native Hawaiian or other Pacific	Two or More Races	White	Journey - man	App- rentice	On-the- Job Trainee	Hours	Count	Hours	Count

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 **3%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 6.1.** In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other Bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- 6.2.** If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- 6.3.** If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

- 7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 7.1.** The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
- 7.2. Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
- 7.3.** Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
- 7.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2. Failure of performance;
 - 7.3.3. Financial incapacity;
 - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or bid price or scope;
 - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4.** If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five (5) business days of receipt of the request.
- 7.5.** Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five (5) business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8.** Veteran payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the 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 thirty (30) calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

- 7.9.** The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

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

Date: 4/9/2020
 To: Contact Name: Kevin Fangerow
 Contractor Company Name: John Burns Construction Company
 From: Graciela Perez
 DBE Project Specialist

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

Subject:	VOSB Plan Review	Date Original Plan Submitted:	4/9/2020	Revision #	0
Contract #	I-20-4512	Established VOSB Goal:	3.00 %		
Contract Description:	Advance Fiber Relocation Installation. Tri-State Tollway (I-294) between Mile Post 32.90 and Mile Post 36.30.				

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

Notes:

VOSB Plan as Submitted by apparent low bidder:									
Core Bid Amount		\$1,072,792.70							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
E.R. Bakey, Inc.	Trucker	VOSB	Trucking	\$35,000.00	\$35,000.00	3.26 %	CMS	M	Caucasian
Total # of subcontracts: 1				TOTAL	\$35,000.00	\$35,000.00	3.26 %		
Total # of subcontractors: 1				Total %	3.26 %	3.26 %			



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
VOSB FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: John Burns Construction

CONTACT NAME: Kevin Fangerow

CONTACT PHONE NUMBER: (312) 550-6067

CONTACT E-MAIL: kfangerow@jbcco.com

CONTRACT NUMBER I-20-4512

Check one:

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

The Bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Veteran Small Business Participation and Utilization Plan-Construction in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: _____

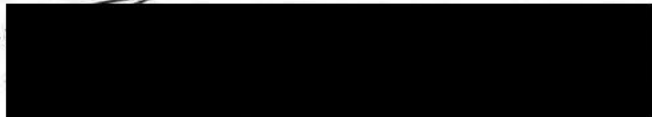
PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
ER Bakey Inc	Trucking & Hauling	\$35,000.00
TOTAL		\$35,000.00

For ebid: the submission of Form 2026 constitutes signature of this
For hardcopy: signature required.



Form 2026 - 03/2018

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # I-20-4612 VOSB FIRM NAME ER BAKER INC
 CIRCLE ALL THAT APPLY: VOSB VOSB

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
Various	Trucking & Hauling Services	1	LSUM	\$35,000 00		
				TOTALS FOR THIS VOSB FIRM:		\$35,000 00

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

1. **PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
 2. **COMMITMENT:** The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment 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 UTILITY ACT.

Contact: Kevin Fangerow Title President Date 3/30/2020
 Firm Name: John Burns Construction
 E-mail: kfangerow@jbcco.com
 Phone: (312) 550-6067
 Address: 17601 Southwest Highway, Orland Park, IL 60467

Contact: Eric BAKER Title President Date 30 Apr 2020
 Firm Name: ER BAKER INC
 E-mail: ERIC.BAKER@ERBAKER.COM
 Phone: 847-464-5990
 Address: 180 S. WILSON AVE P.O. BOX 1000, WILSONVILLE, IL 60180



February 26, 2020

Certification Term Expires: February 26, 2021

Mr. Eric Bakey
E.R. BAKEY INC.
180 S. WESTERN AVE# 158
CARPENTERSVILLE, IL 60110

Re: Service Disabled Veteran Owned Small Business (SDVOSB)
Dear Eric Bakey:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Service Disabled Veteran Owned Small Business (SDVOSB) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Recognition Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

- NIGP 96239: HAULING SERVICES
- NIGP 96832: DEMOLITION
- NIGP 96872: SNOW AND ICE REMOVAL SERVICES
- NIGP 96888: TREE AND SHRUB REMOVAL SERVICES
- NIGP 98852: LANDSCAPING, INCLUDING DESIGN, FERTILIZING, PLANTING, ETC., NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES

Your firm will only show up in the database of BEP-certified vendors the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,



Certification Manager
Business Enterprise Program

Certified Profile

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

BUSINESS NAME	E.R. BAKEY INC.	
OWNER	Mr. Eric Bakey	
ADDRESS	75 Koppie Dr. GILBERTS, IL 60130	Map This Address
PHONE	847-464-5700	
FAX	847-464-5727	
EMAIL	ericbakey@erbakey.com	
WEBSITE	http://www.erbakey.com	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Kane (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	SDVOSB - Service Disabled Veteran Owned Small Business
RENEWAL DATE	2/26/2021
EXPIRATION DATE	2/26/2021
CERTIFIED BUSINESS DESCRIPTION	NIGP 91356 Construction, Utility and Underground Projects NIGP 95896 Waste Management Services NIGP 96239 Hauling Services NIGP 96832 Demolition NIGP 96871 Solid or Liquid Waste Disposal, Including Management Services. (See 926-45 for Hazardous Waste Disposal) NIGP 96872 Snow and Ice Removal Services NIGP 96888 Tree and Shrub Removal Services NIGP 98852 Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services

Commodity Codes

Code	Description
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NIGP 91356	Construction, Utility and Underground Projects
NIGP 95896	Waste Management Services
NIGP 96239	Hauling Services
NIGP 96832	Demolition
NIGP 96871	Solid or Liquid Waste Disposal, Including Management Services. (See 926-45 for Hazardous Waste Disposal)
NIGP 96872	Snow and Ice Removal Services
NIGP 96888	Tree and Shrub Removal Services
NIGP 98852	Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services

Additional Information

REGION	Metro Chicago
RECIPROCAL CERTIFICATION	CVE
AGENCY	



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 AUTHORITY

SPECIAL PROVISION

FOR

BID CREDIT INCENTIVE PROGRAMS

1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

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

Current Tollway Bid Credit Programs are:

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

TOLLWAY: The Illinois State Toll Highway Authority.

3. EARNING BID CREDITS

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

4. BIDDING PROCEDURES

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

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

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

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

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

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

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

4.5 Entering Bid Credits on the bid forms:

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

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

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

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

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

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

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

6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused Bid Credits do not expire.

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

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

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

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

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

7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

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

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

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



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I 20-4512
CONTRACTOR/CONSULTANT NAME: John Burns Construction Co.

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

State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The vendor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (21) days following any change in facts or circumstances that might impact the contractor's ability to satisfy its legal or contractual responsibilities and obligations

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

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

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

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

John Burns Construction 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."
	N/A
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	N/A

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

Agreed: John Burns Construction	Agreed:
By: Scott Becker	By:
Signed: [REDACTED]	Signed:
Position: President	Position:
Date: 3/12/2020	Date:



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

Date: 4/3/2020

Project Number: I-20-4512

Project Name: Advance Fiber Relocation Intsallation

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

Will you be using any sub-consultants/contractors? [X] 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...

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...

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...

Contractor/Consultant: John Burns Construction

Federal Employment Identification Number (FEIN) [Redacted]

E-Mail: kfangerow@jbcco.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.

Table with 5 columns: 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). Rows include Argo Construction LLC, Work Zone Safety, C3 Corporation, ER Bakey, and Industrial Fence.

Signature: [Redacted]

Date: 4/3/2020

Printed Name: Scott Becker



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	19587398
Entity Name	JOHN BURNS CONSTRUCTION COMPANY
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Monday, 12 December 1927
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name WILLIAM J O'MALLEY
Address 17601 SOUTHWEST HIGHWAY ORLAND PARK , IL 60467
Change Date Wednesday, 21 October 2009

Annual Report
Filing Date Thursday, 24 October 2019
For Year 2019

Officers
President Name & Address WILLIAM J O MALLEY 17601 SOUTHWEST HWY ORLAND PARK 60467
Secretary Name & Address DALE R SLUSARSKI 17601 SW HWYORLAND PARK 60467-4200

[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)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:20 04/24/20

ACTION: S

VENDOR NUMBER= * [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/24/20 AT 16:20 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.

*

John Burns Construction Company

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:20 04/24/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/24/20 AT 16:28 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.

*

Argo Construction LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:20 04/24/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/24/20 AT 16:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

C3 Corporation

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:20 04/24/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/24/20 AT 16:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

E.R. Bakey, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:20 04/24/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/24/20 AT 16:41 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.

*

Industrial Fence, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

16:20 04/24/20

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 04/24/20 AT 16:37 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.

*

Work Zone Safety, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

Contract # I-20-4512 Today's Date 4/3/2020

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

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

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

John Burns Construction

Scott Becker, President

Contractor

Name/Title 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: Scott Becker

Business Name: John Burns Construction

Taxpayer Identification Number:


Social Security Number: [Click here to enter text.](#)

or

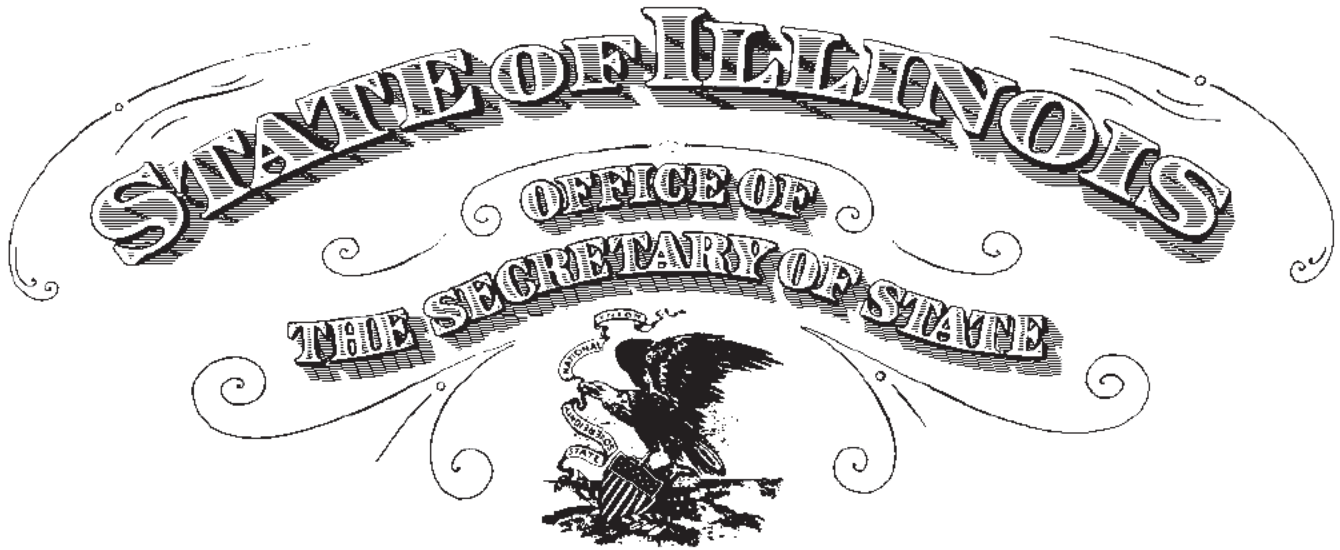
Employer Identification Number: 

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 Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: April 21, 2020



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

JOHN BURNS CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 1927, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of JULY A.D. 2019 .



Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10035

JOHN BURNS CONSTRUCTION

17601 SOUTHWEST HWY

ORLAND PARK IL 60467

Information for this business last updated on:

Tuesday, October 18, 2016

Certificate produced on Tuesday, April 21, 2020 at 2:01 PM



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: 20-557THA-ENGCO-B-13535 Procurement/Contract #: I-20-4512

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-0356182

IPG Expiration Date: 12/19/2020

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).

X 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 X No

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

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
N/A	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [Click here to enter text.](#)

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.

X 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 #
Click here to enter text. SEE ATTACHED	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	

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: John Burns Construction Co.

Phone: (312) 550-6067

Street Address: 17601 Southwest Highway

Email: kfangerow@jbcco.com

City, State, Zip: Orland Park, IL, 60467

Vendor Contact: Kevin Fangerow

Signature



Date: 4/21/2020

Scott Becker

Printed Name: Scott Becker

Title: President

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Chicago Department of Transportation	Residential Street Lighting Project	Contract	\$43,500,000.00	32460
Illinois Department of Transportation	Replace 15 Revlac Sign Drums	Contract	\$6,334,067.00	60T93
Chicago Transit Authority	Logan Square Station Repairs / Improvements	Contract	\$2,525,000.00	C16CT101791384C
Village of New Lenox	New Lenox Metra Station	Contract	\$8,638,000.00	1946
Village of Clarendon Hills	Clarendon Hills Metra Station	Contract	\$6,247,825.00	1943
Chicago Park District	Jackson Park Utility Relocation	Contract	\$3,715,000.00	P-16008-017
Illinois Department of Transportation	Dynamic Message Sign 2016	Contract	\$1,906,027.00	66E97
Metra	Millennium Station	Contract	\$1,194,000.00	PO0058658
Metra	95 th Street & Riverdale Substations	Contract	\$11,140,000.00	PO0030064
Chicago Transit Authority	System-Wide Traction Power Upgrades	Contract	\$5,887,000.00	C16CT101791384C
Illinois Department of Transportation	Light Tower and Foundation Removal in Frankfort, IL	Contract	\$712,000.00	62K56
Chicago Transit Authority	Ravenswood Loop Connector	Contract	\$1,949,920.00	C16CT101791384C
Illinois Department of Transportation	Remove & Replace 3 DMS Signs	Contract	\$1,090,515.00	64K76

Chicago Department of Transportation	Wells & Wentworth Connector	Contract	\$2,240,154.05	B-7-230
Illinois State Toll Highway Authority	Fiber Optic Relocation Systemwide	Contract	\$3,790,000.00	I-16-4269
Pace	Installation of Concrete Pads	Contract	\$820,877.00	227627B
Illinois Department of Transportation	Installation of Fiber Optic Line in Joliet, IL	Contract	\$2,049,950.00	62G14
Illinois Department of Transportation	DMS Installation & Surveillance in DuPage & Will Counties	Contract	\$5,558,001.00	62G66
Illinois State Toll Highway Authority	Mile Long Bridge	Contract	\$6,430,000.00	I-18-4430

Vendor Registration: View

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

John Burns Construction Co.,

System Vendor Number: 20081349

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

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	12/16/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0356182
REVIEWER	Maribeth Christmon
DATE REVIEWED	12/20/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	12/19/2020
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	John Burns Construction Co.,
CONTACT FOR THIS SUBMISSION	Eileen Esposito (change contact)
PRIMARY CONTACT EMAIL	eesposito@jbcco.com
PHONE	708-326-3500
FAX	708-326-3599
COMPANY EMAIL	arenteria@jbcco.com
TAX ID NUMBER	360857310
COMPANY TYPE	Corporation
ADDRESS	17601 SOUTHWEST HWY ORLAND PARK, IL 60467 [edit address]

Vendor Registration: View Form

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

John Burns Construction Co.,

System Vendor Number: 20081349







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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	12/16/2019
STATUS	Accepted
BUSINESS NAME	John Burns Construction Co.,
POINT OF CONTACT	Eileen Esposito
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	William O'Malley	
3. ANNUAL SALES/GROSS RECEIPTS	74,000,000	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/12/1927	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Ana Renteria	
CONTACT PERSON TITLE	PROJECT COORDINATOR	
CONTACT PERSON PHONE	708-326-3406	
CONTACT PERSON EMAIL	arenteria@jbcco.com	

B. Additional Information

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

Vendor Registration: View Form

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

John Burns Construction Co.,

System Vendor Number: 20081349

Return to Main Form

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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	12/16/2019
STATUS	Accepted
BUSINESS NAME	John Burns Construction Co.,
POINT OF CONTACT	Eileen Esposito
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

Help & Tools 

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

John Burns Construction Co.,

System Vendor Number: 20081349

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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	12/16/2019
STATUS	Accepted
BUSINESS NAME	John Burns Construction Co.,
POINT OF CONTACT	Eileen Esposito
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	180	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 102768-00 EXP09/24/24	

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	
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Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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John Burns Construction Co.,

System Vendor Number: 20081349


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[View Clean Form in PDF](#)


Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	12/16/2019
STATUS	Accepted
BUSINESS NAME	John Burns Construction Co.,
POINT OF CONTACT	Eileen Esposito
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 


Yes

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


Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

G. Board of Elections (BOE)

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

Yes

Yes, I certify my business is registered with BOE.

10035

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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Vendor Registration: View Form



- General
- Public Profile
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- Commodity Codes
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John Burns Construction Co., System Vendor Number: **20081349**

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	12/16/2019
STATUS	Accepted
BUSINESS NAME	John Burns Construction Co.,
POINT OF CONTACT	Eileen Esposito
FLAG FORM	Add Flag

H. Iran Disclosure

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

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S) [Attach File](#)

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

Vendor Registration: View Form

Help & Tools 

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

John Burns Construction Co.,

System Vendor Number: 20081349

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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	12/16/2019
STATUS	Accepted
BUSINESS NAME	John Burns Construction Co.,
POINT OF CONTACT	Eileen Esposito
FLAG FORM	Add Flag


I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


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

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



No


C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

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

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

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

Document	Status
  IPG Percentage of Ownership Form (DOCX)	Attached by Eileen Esposito on 12/16/2019

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. 

Yes

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

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

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

Vendor Name: John Burns Construction Co.

DBA: John Burns Construction Co.

INSTRUCTIONS:

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
William O’Malley	17601 Southwest Hwy Orland Park, IL. 60467	100%	Greater than \$106,447.20	100%	Greater than \$106,447.20
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



JB Pritzker, Governor
James L. Bennett, Director

IDHR #: 102768-00
Date Eligible: 09/24/2019
Expires on: 09/24/2024

DALE R SLUSARSKI
JOHN BURNS CONSTRUCTION CO
17601 SOUTHWEST HWY
ORLAND PARK, IL 60467

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
535 West Jefferson Street, 1st Floor, Springfield, IL 62702, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr



**Illinois Department
of Transportation**

Certificate of Eligibility

John Burns Construction Company
17601 Southwest Highway Orland Park, IL 60467-4200

Contractor No 0733

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

\$98,661,000.00

001	EARTHWORK	\$10,100,000
012	DRAINAGE	\$6,150,000
014	ELECTRICAL	\$43,175,000
017	CONCRETE CONSTRUCTION	\$11,350,000
022	FENCING	\$1,825,000
023	GUARDRAIL	\$1,525,000
034	DEMOLITION	\$8,325,000
09B	HIGHWAY & RAILROAD STRUCT	\$150,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/20/2019 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 5/21/2019.



Engineer of Construction

MAR 21 2020



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 19, 2020

John Burns Construction Company, #0733
17601 Southwest Highway
Orland Park, IL 60467

Dear Contractor,

In response to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through July 30, 2020 will be extended through July 31, 2020. This will allow currently prequalified firms to bid on the April, June and July lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

Application Submittal Notice for 2020 Applications: If possible, in addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy. Electronic copies should be emailed to Tara Elston at Tara.Elston@illinois.gov.

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,



Tim Kell, P.E.
Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: I-20-4512

(USE INK ONLY)

This agreement, authorized by the Board of Directors to be entered into in duplicate this 30th day of April, 2020 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and John Biras Construction

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

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Orland Park, in the State of IL (hereinafter referred to as the "contractor").

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT 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.

CONTRACT NO: I-20-4512

CONTRACT BOND AGREEMENT

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

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

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

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

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for The Illinois State Toll Highway Authority issued by the Tollway.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Chief Operating Officer's signature and shall continue until November 30, 2020, in accordance with the contract book schedule.

CONTRACT END DATE

The contract end date is two (2) years from the completion date. Based on the completion date stated in the contract at the time of award the End Date November 30, 2022.

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

CONTRACT NO: I-20-4512

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-20-4512

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-20-4512
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 John Burns Construction Company at:

17601 Southwest Highway
Orland Park, Illinois 60467

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

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

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

Agreed _____ 4-28-2020
President _____ Date
Scott Becker - President-COO
Printed Name as Signed Above

ATTEST: _____
Seal _____ (Seal)
DALE A. SLOUSINSKI 04/28/2020
Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED: _____
Willard S. Evans, Jr. (Jun 15, 2020 12:06 CDT)
06/15/2020
Willard S. Evans Jr., Chairman/CEO Date

APPROVED: _____
Jose Alvarez (Jun 14, 2020 12:06 CDT)
06/14/2020
Jose Alvarez, Executive Director Date

APPROVED: _____
06/11/2020
Cathy R. Williams, Chief Financial Officer Date

APPROVED: _____
06/10/2020
Kathleen Pasulka-Brown, General Counsel Date

Approved as to Form and Constitutionality

Robert Lane, A.A.G. (Jun 10, 2020 10:33 CDT)
06/10/2020
Attorney General, State of Illinois Date

CORPORATION SIGNATURE FORM

At a meeting on APRIL 15, 2020, the Board of Directors
of John Bims Construction adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Scott Becker
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of



John Bims Construction
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. I-20-4512.”

I, Dale R Slusarski, 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)

04/28/2020
Date



Secretary

Illinois Sales Tax Exemption Certificate

IL STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVE
DOWNERS GROVE IL 60515-1703**Sales Tax Exemption Certificate****Issue date:**

02/10/2020

Expiration date:

03/01/2025

Sales Tax Exemption**Organization type:****Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

**ILLINOIS REVENUE**
Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-20-4512

PERFORMANCE BOND

Bond No. 30100690

KNOW ALL PERSONS BY THESE PRESENTS, That we, John Burns Construction Company, (Name of Principal)

- X a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
a partnership consisting of
an individual doing business as
a joint venture consisting of

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Continental Casualty Company (Name of Surety)

a corporation organized and existing under the laws of the State of Illinois 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 Two Million Two Hundred Eighty-Seven Thousand Seven Hundred Ninety-Two Dollars and Seventy Cents (\$2,287,792.70), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract I-20-4512. Advance Fiber Relocation Installation on Tri-State Tollway (I-294), Mile Post (Insert Contract Number and Description)

32.90 to Mile Post 36.30

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 29th day of April, 2020.

Surety Continental Casualty Company


Principal John Burns Construction Company

Address 801 Warrenville Road

Address 17601 Southwest Highway

Lisle, IL 60532

Orland Park, IL 60467

By 



(Seal) Attorney in Fact

(Signature)

(Seal)


Diane M. Rubright

Scott Becker, President

(Name & Title)

Agent for

Surety Hub International Midwest

Attest 

Address 1411 Opus Place, Suite 450

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)**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Dawn L Morgan, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of April, 2020.

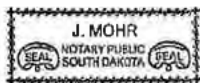


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



State of South Dakota, County of Minnehaha, ss:

On this 1st day of April, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021



J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 29th day of April, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



D. Johnson Assistant Secretary


Form F6853-4/2012

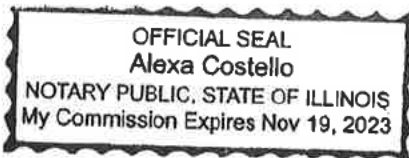
STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On, April 29, 2020, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Diane M. Rubright, known to me to be Attorney-in-Fact of Continental Casualty Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023


Alexa Costello, Notary Public
Commission No. 904586



STATE OF ILLINOIS}

COUNTY OF COOK}

On June 1, 2020 before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Scott Becker, known to me to be the President-Chief Operating Officer of John Burns Construction Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on March 9, 2023.



Notary Public



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-20-4512

PAYMENT BOND

Bond No. 30100690

KNOW ALL PERSONS BY THESE PRESENTS, That we, John Burns Construction Company, (Name of Principal)

- X a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
a partnership consisting of
an individual doing business as
a joint venture consisting of

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Continental Casualty Company (Name of Surety)

a corporation organized and existing under the laws of the State of Illinois 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 Two Million Two Hundred Eighty-Seven Thousand Seven Hundred Ninety-Two Dollars and Seventy Cents (\$2,287,792.70), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract I-20-4512. Advance Fiber Relocation Installation on Tri-State Tollway (I-294), Mile Post (Insert Contract Number and Description)

32.90 to Mile Post 36.30

which contract is by reference made a part hereof and is hereinafter referred to as “the Contract”.

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals this 29th day of April, 2020.

Surety Continental Casualty Company


Principal John Burns Construction Company

Address 801 Warrenville Road

Address 17601 Southwest Highway

Lisle, IL 60532

Orland Park, IL 60467

By 
(Seal) Attorney in Fact
Diane M. Rubright

By 
(Signature) Scott Becker, President (Seal)
(Name & Title)

Agent for
Surety Hub International Midwest

Attest 
Corporate Secretary

Address 1411 Opus Place, Suite 450

Downers Grove, IL 60515

(Attach Surety's Power of Attorney)

(Attach Notary Certificate
authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate
authenticating Signature of Representative of Principal
If not attested by Corporate Secretary)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Dawn L Morgan, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of April, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of April, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 29th day of April, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Form F6853-4/2012

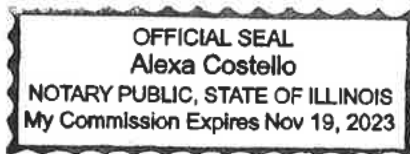
STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On, April 29th, 2020, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Diane M. Rubright, known to me to be Attorney-in-Fact of Continental Casualty Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023


Alexa Costello, Notary Public
Commission No. 904586



STATE OF ILLINOIS}

COUNTY OF COOK}

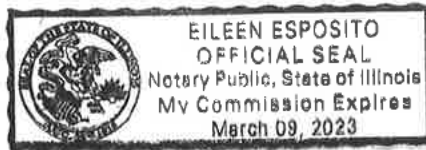
On June 1, 2020 before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Scott Becker, known to me to be the President-Chief Operating Officer of John Burns Construction Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on March 9, 2023.



Notary Public





May 13th, 2020

Mr. Mark Thomas
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515

RE: I-20-4512 Advance Fiber Relocation Installation Tri-State Tollway I-294, MP 32.90 to MP 36.30
John Burns Construction Company

Dear Mark,

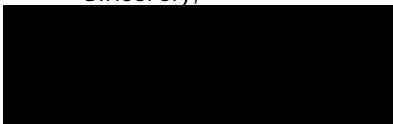
All provisions of the accepted certificates of insurance and policy binder can be obtained.

All endorsements indicated have been requested from the appropriate insurance carrier, or currently endorsed on the policies.

Assurance Agency is the binding agent for the insurance carriers providing coverage for the above referenced project.

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

Sincerely,



DAN KLARAS
Assurance | President
1750 East Golf Road | Schaumburg, IL 60173
p 847.463.7168 | f 847.440.9127
dklaras@assuranceagency.com | www.assuranceagency.com



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/13/2020

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 Assurance Agency, Ltd 20 North Martingale Road Suite 100 Schaumburg, IL 60173		PHONE (A/C, No, Ext) (847) 797-5700	COMPANY The Charter Oak Fire Insurance One Tower Square Hartford, CT 06183	
FAX (A/C, No) (847) 440-9130		E-MAIL ADDRESS ltodt@assuranceagency.com		
CODE AGENCY CUSTOMER ID #		SUB CODE		
INSURED John Burns Construction Company 17601 Southwest Highway Orland Park, IL 60467		LOAN NUMBER		POLICY NUMBER QT6605J722288-COF-19
		EFFECTIVE DATE 07/01/2019	EXPIRATION DATE 07/01/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED				

PROPERTY INFORMATION

LOCATION/DESCRIPTION John Burns Job # 2012 Tollway Contract # I-20-4512
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

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater, Temporary Storage Locations	10,000,000	


REMARKS (Including Special Conditions)

--

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 2700 Ogden Ave Downers Grove, IL 60515	<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME Lindsey Todt PHONE (A/C, No, Ext) (847) 598-8753 E-MAIL ADDRESS ltodt@assuranceagency.com		FAX (A/C, No) (847) 440-9123
	INSURER(S) AFFORDING COVERAGE		
INSURED John Burns Construction Company, Inc. 17601 Southwest Highway Orland Park IL 60467	INSURER A Nat'l Fire Ins of Hartford		NAIC # 20478
	INSURER B Travelers Property Casualty		25674
	INSURER C Columbia Casualty Co		31127
	INSURER D Charter Oak Fire Insurance Co.		25615
	INSURER E Continental Casualty Co		20443
	INSURER F Transportation Insurance Compa		20494

COVERAGES

CERTIFICATE NUMBER: 632090302

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB LITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			6072439196	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6072434516	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP10S4103319NF	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below			WC672434533	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACC DENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution/Professional			6072095174	7/1/2019	7/1/2020	Each Occurrence	2,000,000
D	Installation Floater			QT6605J722288-COF-19	7/1/2019	7/1/2020	General Aggregate Limit:	4,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: John Burns job #2012 Tollway Contract #: 1-20-4512

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability, Pollution Liability and Automobile liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

The Illinois State Toll Highway Authority together with its officials, directors and employees
 Illinois Department Transportation (IDOT), Cook County Department of Transportation and Highways, the City of Northlake and the Village of Franklin Park.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The Illinois State Toll highway Authority
 Attn: risk management
 2700 Ogden Ave
 Downers Grove IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd.		NAMED INSURED John Burns Construction Company, Inc. 17601 Southwest Highway Orland Park IL 60467	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

Umbrella follows form.

	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
--	--

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
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Contractors' General Liability Extension Endorsement

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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: John Burns Construction Company</p> <p>Endorsement Effective Date: 07/1/2019</p>
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SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under **Section II – Who Is An Insured** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations **will** not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a.** \$1,000 maximum, in lieu of \$600.

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D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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ADDITIONAL INSURED WITH PRIMARY/NON CONTRIBUTORY PROVISION ENDORSEMENT

It is understood and agreed that, solely with respect to coverage provided under the section entitled **COVERAGES** the subsection entitled **Pollution Incident**, the Policy is amended as follows:

The Section of the Policy entitled **DEFENSE** is amended by the addition of the following:

Additional Insured with Primary/Non-Contributory Provision

- A. We also have the right and duty to defend a **claim** against any person or organization whom **you** are required to add as an additional insured under this Policy under a written contract or written agreement, provided such contract or agreement:
 - 1. is currently in effect or becomes effective during the term of this policy;
 - 2. was executed prior to the **bodily injury** or **property damage** for which such additional insured seeks coverage; and
 - 3. expressly requires making the person or organization an additional insured for pollution coverage such as is provided by this policy.
- B. The insurance provided to the additional insured is limited as follows:
 - 1. The person or organization is an additional insured only with respect to liability for **bodily injury** or **property damage**:
 - a. caused entirely by **your** negligent acts or omissions or those of others working on **your** behalf; and
 - b. for which **you** would be covered under this policy, if the **claim** had been brought against **you**.
 - 2. If defense of such a **claim** results in the additional insured's legal obligation to pay compensatory damages for **bodily injury** or **property damage** described in paragraph 2.a. above, then subject to all of the terms and conditions of this policy, we will pay such damages in excess of the self-insured retention up to the applicable Limit of Liability.
 - 3. This insurance is excess of all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by written contract or agreement to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 - 4. Any coverage granted by this provision shall apply only to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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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 ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

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 07/1/2019 Policy No. 6072434533 Endorsement No.
Insured John Burns Construction Company Premium \$

Insurance Company National Fire Insurance Co. of Hartford Countersigned by _____