

RESOLUTION NO. 21276

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-9199 for South Parking Lot Improvements at the Tollway Central Administration (CA) Building. The lowest responsible bidder on Contract No. RR-17-9199 is E. R. Bakey, Inc., in the amount of \$1,337,864.25.

Resolution

Contract No. RR-17-9199 is awarded to E. R. Bakey, Inc., in the amount of \$1,337,864.25, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:



Chairman

RETURN WITH BID

SMALL BUSINESS SET-ASIDE

CONTRACT RR-17-9199

BID OPENING

MAY 9, 2017

10:30:00 AM

IMPORTANT
BID ADDENDUM
ENCLOSED

ORIGINAL

SOUTH PARKING LOT IMPROVEMENTS

CENTRAL ADMINISTRATION BUILDING
2700 WEST OGDEN AVENUE,
DOWNERS GROVE, IL

VETERANS MEMORIAL TOLLWAY (I-355)
MILE POST 19.8



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
CONTRACT RR-17-9199
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: April 25, 2017

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 AM local time, May 9, 2017.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The following additional information is incorporated in this Addendum:
 - a) Illinois procurement rules require the Tollway to award contracts to the lowest responsive, responsible bidder.
 - b) Procurement rules also require that identical information is available to all prospective bidders.
 - c) On April 11, 2017, solicitation RR-17-9199 was inadvertently advertised including the engineer's estimate prices on the pricing pages (P-Pages).
 - d) On April 17, 2017, the original pricing pages were removed and replaced with a new set of pricing pages minus the engineer's estimate prices.
 - e) Subsequent to removing the engineer's estimate prices, additional prospective bidders purchased plan sets.
 - f) In fairness to all prospective bidders, the Tollway is making available pricing pages with and without the engineer's estimate prices. When submitting a bid, DO NOT submit the pages with the engineer's estimate pricing as these are for reference only. Make sure to complete and submit the pricing pages that DO NOT include the engineer's estimates.
 - g) Prospective bidders are not required to prepare a bid using the engineer's estimate prices.
 - h) As always, after bids are received, read aloud and analyzed, the Tollway reserves the option to award or not award this contract.
 - i) If an award is made, it will be to the lowest, responsive, responsible bidder.
2. The following revised Special Provisions pages accompany this Addendum:
Volume I: E-1R, I-3R and S-1R.
3. The following revised Contract Drawings will be issued to the successful Bidder:
Drawings: 2.
4. The minutes and sign-in sheet from the optional pre-bid meeting held on April 17, 2017 are included in this Addendum.
5. Illinois Tollway Diversity program information document are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO ADVERTISEMENT FOR SEALED BID

Change # 1

Contract Requirements, Volume I, Advertisement, replace pages E-1, I-3 and S-1 with pages E-1R, I-3R and S-1R (attached)

This change contains the following revision:

- 1.1 Revised file naming conventions for e-Bidding.
- 1.2 Deleted IDOT Certificate of Eligibility.
- 1.3 Replace Plant and Equipment Questionnaire form with Current Contractual Obligations form.

Change # 2

Contract Plans, Drawing 2

This change contains the following revision:

- 2.1 Revised A7-03 and H4-04 to A7-02 and H4-03, respectively in the list of Tollway Standard Drawings.
- 2.2 Arranged in order standards under Division 400 in the list of IDOT Highway Standards.

This drawing will be issued to the successful Bidder.

END OF ADDENDUM CHANGES

e-Bidding

Naming Conventions for Construction Bid Attachments Please follow these naming conventions for submitting your attachments.

The naming convention examples assume the following:

Contract number = I-15-1234R

Contractor = ABC Construction Company

Date = March 25, 2015

- 1.) **Bid Guaranty - Bid Bond or Cashier's Check** (See section 102.09 of the Supplemental Specifications)
 - a. BG_1234R_ABCCo_03252015
- 2.) **IDHR Registration** (or evidence of registration) (See items 9 and 24 of Instructions and Information to Bidders)
 - a. IDHR_1234R_ABCCo_03252015
- 3.) **Financial Disclosures (Forms A or B)** (See page N-1 & N-2)
 - a. FD_1234R_ABCCo_03252015
- 4.) **DBE Plan** (See DBE Special Provision for requirements. Not required if its a Small Business Set-Aside or if the DBE goal is 0%)
 - a. DBE_1234R_ABCCo_03252015
- 5.) **Veteran Plan** (See VOSB Special Provision for requirements. Not required if its a Small Business Set-Aside or if the veterans goal is 0%)
 - a. VET_1234R_ABCCo_03252015
- 6.) **Intentionally Left Blank**
- 7.) **Current Contractual Obligations** (Page S-1)
 - a. CO_1234R_ABCCo_03252015
- 8.) **Standard Terms & Conditions**
 - a. STC_1234R_ABCCo_03252015
- 9.) **Earned Credit Program (ECP) Vouchers**
 - a. ECP_1234R_ABCCo_03252015
- 10.) **Responsible Bidder Affidavit** (Page PA-1)
 - a. RBA_1234R_ABCCo_03252015
- 11.) **Affidavit** (Page R-4)
 - a. AF_1234R_ABCCo_03252015
- 12.) **Bid – First Page P-1 with Addendum Acknowledgement and then P-2 and P-3 with Bid Guaranty & Signatures**
 - a. PP_1234R_ABCCo_03252015
- 13.) **Board of Elections Certificate**
 - a. BOE_1234R_ABCCo_03252015

9. **INTENTIONALLY LEFT BLANK**

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

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

CONTRACT NO. RR-17-9199

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

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD _____

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

BIDDER

DATE

SUB-CONTRACTOR

BY: SIGNATURE TITLE

SUB-CONTRACTOR



Capital Program

MEETING MINUTES

MEETING PURPOSE: Optional Pre-Bid Meeting
 CA Building South Parking Lot Improvements

MEETING DATE/TIME: 04/17/2017 9:00 A.M.

CHAIRPERSON: Larry Hatton

LOCATION: Conference Room 175-Court Room,
 Tollway - 2700 Ogden Ave, Downers Grove, IL

Project#: RR-17-9199

TO: Distribution and All Attendees

ATTENDEES: See Sign-In -Sheet

PREPARED BY: Raspal Bajwa

ISSUE DATE: 4/25/2017

Item No.	Item Description	Responsibility	Due Date
1.0	Introductions		
1.1	Larry Hatton provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract RR-17-9199.	N/A	N/A
2.0	Project Overview		
2.1	Larry Hatton stated that the improvements to be constructed under this contract shall be performed on south parking lot of the Tollway's Central Administration (CA) Building located at 2700 Ogden Avenue in Downers Grove, Illinois, in DuPage County.	N/A	N/A
2.2	Meeting attendees were directed to S.P. 101 for a description of the scope of work including: <ul style="list-style-type: none"> • Pavement rehabilitation and resurfacing of south parking lot • Pavement reconstruction of ramp to eastbound I-88 Ramp • Pavement reconstruction of loading dock area and east-west drive • Helipad area improvements and parking expansion • Drainage improvements • Lighting upgrades • Architectural improvements at CA Building south entrance • Pavement striping • Landscaping • Incidental work necessary to complete the 	N/A	N/A



Capital Program

MEETING MINUTES

Item No.	Item Description	Responsibility	Due Date
	improvements as indicated in the Contract Documents		
3.0	Key Dates		
3.1	Larry Hatton stated the following contract key dates: <ul style="list-style-type: none"> • Bid Opening date – May 9, 2017 • Questions pertaining to the intent of the Contract Documents may be sent by 2:00 p.m. local time on April 21, 2017. • Work Commencement - July 27, 2017 (Anticipated) • Substantial Completion - November 3, 2017 • Contract Completion- December 8, 2017 • Interim Completion – September 27, 2017; September 8, 2017 and October 29,2017 	N/A	N/A
4.0	Work Restrictions		
4.1	<ul style="list-style-type: none"> • Meeting attendees were directed to S.P. 109 for work restrictions: • Minimum number of parking spaces available during construction within the south parking lot area to the Illinois Tollway employees and Patrons for parking Monday thru Friday 6:00 a.m. to 7:00 p.m. shall be as noted on Sheet STG-1. • Parking restrictions are not in effect on Saturday and Sunday. • No work shall be performed on Tollway Board meeting days from 7:00 AM to 5:00 PM. • No work shall be performed on Safety Fair Day, Saturday, 9/23/2017 	N/A	N/A
5.0	Diversity		
5.1	Deanna Dinkel informed that the Contract RR-17-9199 has an EEO workforce goal of 19.6% for minority participation and 6.9% for female participation. Information pertaining to minority, woman and ECP is provided in Volume I of Contract Documents.	N/A	N/A
6.0	Addendum		
6.1	Larry Hatton informed that meeting minutes from today's Pre-Bid Meeting will be issued as addendum. The addendum will also include informational document pertaining Illinois Tollway Diversity program.	N/A	N/A
6.0	Pre-Bid Questions		
	None	N/A	N/A

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

cc: Attendees



Capital Program

MEETING MINUTES



Capital Program

SIGN-IN SHEET

PROJECT Number/Name: Contract 9199
 CA Building South Parking Lot Improvements

MEETING PURPOSE: Pre-Bid Meeting

MEETING Date/Time: 4/17/2017 9:00 AM

CHAIRPERSON: Larry Hatton

LOCATION: Tollway - 2700 Ogden Avenue, Downers Grove, IL
 Conference Room 175-Court Room

Invited Attendees:

Name	Title	Organization	Phone Number	Email Address
Jim Mayer	DPM	Illinois Tollway	630-241-6800	jmayer@getpass.com
Larry Hatton	PM	AECOM Transportation	630-241-6800 x3973	lhatton@getpass.com
Keith Kesinke		AECOM/SE3 Transportation	630-241-6800	kkesinke@getpass.com
David Donovan		Illinois Tollway	630-241-6800	ddonovan@getpass.com
Steven Gillen		Illinois Tollway	630-241-6800	sgillen@getpass.com
Donald Feltz	DF	Illinois Tollway	630-241-6800	dfeltz@getpass.com
Clarita Lao		Illinois Tollway	630-241-6800	clao@getpass.com
Ron Quinsey		Illinois State Toll Highway Authority	630-241-6800	rquinsey@getpass.com
Kristen Hamilton		AECOM/TW	630-241-6800	khamilton@getpass.com
Raspal Bajwa	RB	Infrastructure Engineering	312-960-1243	rbajwa@infrastructure-eng.com

Additional Attendees:

Name	Title	Organization	Phone Number	Email Address
Deanna Dinkel	DIRECTOR	Tollway	x 3294	ddinkele@getpass.com
BRANDON JAGGI		FOX EXCAVATING INC.	630.425.7022	brandone@foxdig.com
MICHAEL HOWER	ESTIMATOR	NATURAL CREATIONS LANDSCAPING INC.	815-724-0991	MICHAEL@NATURALCREATIONSINC.COM
ESTHER ANTONIO	ESTIMATOR	PRODDA P&L	973-824-6606	ESTHER@PRODDAFLORIDA.COM
Mark Thomas	RM	ESTHA	x 4474	mthomas@getpass.com
DAVE DENNING	GM	Tollway	X 3201	



ARE YOU READY TO BID?

Meeting Date: April 17, 2017
Meeting Time: 9:00 am
Meeting Location: Tollway Central Administration Building

Project No.: RR-17-9199
Pavement, electrical and landscaping services at Tollway headquarters

1. Small Business Set Aside requirements:

- a. Current registration with State of Illinois Chief Procurement Office as a Small Business

*****Attention Small Business Set-Aside Vendors*****

A bidder must be qualified as a small business by the Small Business Set-Aside Program at the time bids are due in order for their bid to be evaluated. For complete requirements and to register a bidder's business in the Small Business Set-Aside Program, visit (<http://www.ipg.vendorreg.com>).

- b. 35% self-performing requirement for primes on most Tollway contracts, including Small Business set-aside contracts – subcontractors can be non-small businesses

2. Prequalifications

- a. IDOT - typically waived for Small Business Set-Asides
- b. Other – none required

3. Bid Letting Schedule – included, and on the Tollway Website

- a. Use the key on the upper left-hand corner to search for set aside and unbundled contracts

4. Other Small Business Resources

- a. **Construction Business Development Center (CBDC)** provides free, one-on-one business training and technical assistance to disadvantaged, minority- and women-owned firms, as well as small and veteran-owned businesses to participate as prime and subcontractors on highway and vertical projects.

Illinois Tollway Technical Assistance Program

- b. **The Illinois Tollway Technical Assistance Program** is designed to prepare established firms including disadvantaged, minority- and women-owned business enterprise firms, veteran-owned small businesses as well as small businesses to participate as prime contractors on highway and vertical construction contracts.



5. Earned Credit Program

- a. Rewards initiative that allows contractors and subcontractors to earn bid credits toward future Tollway construction bids
- b. Earn bid credit by hiring from a pool of qualified, prescreened job candidates that are underemployed African-Americans, Latinos, women, formerly incarcerated people, veterans and other low income individuals
- c. Contact the Tollway to request job candidates
- d. Retain the workers on ANY STATE OF ILLINOIS PROJECTS (not just Tollway) and receive:
 - i. Operating engineers/steel workers: 50 cents on the dollar
 - ii. Skilled union trades/fabricators: 40 cents on the dollar
 - iii. Union laborers: 30 cents on the dollar
- e. Hire new ECP workers, retain for 160 hours and received a \$5,000 bonus credit
- f. Prospective subcontractors may market ECP Credits to Primes

6. Workforce Development

Resources for established workforce training and apprenticeship programs to help minorities, women and disadvantaged workers gain marketable skills and jobs in transportation and highway construction trades, including:

- Highway Construction Careers Training Program (HCCTP)

Please check the Tollway website under Diversity Programs:

<https://www.illinoistollway.com/doing-business/diversity-development>

INDEX OF DRAWINGS

SHEET NO.	SHEET NO.	DESCRIPTION
1	COV-1	COVER SHEET
2	GEN-1	INDEX OF SHEETS, STANDARD LIST, AND GENERAL NOTES
3	PS-1	SUBMITTED PROJECT SCHEDULE
4	STG-1	CONSTRUCTION SEQUENCES AND STAGING
5 - 6	SOQ-1 TO SOQ-4	SUMMARY OF QUANTITIES
7 - 10	TYP-1 TO TYP-4	TYPICAL SECTIONS
11	MA-1	NOT-BIT ASPHALT TABLE
12	ATB-1	CENTRAL ADMINISTRATION BUILDING ALIGNMENT
13	MT-1	MAINTENANCE OF TRAFFIC
14	DET-1	DETAIL PLAN
15 - 16	EX-1 TO EX-2	EXISTING CONDITIONS PLAN
17 - 18	REN-1 TO REN-2	REMOVE AND REPAIR PLAN
19 - 20	OND-1 TO OND-2	PROPOSED GRADING AND DRAINAGE PLAN
21 - 22	PAV-1 TO PAV-2	PROPOSED PAVEMENT PLAN
23	PAW-2	PROPOSED PAVEMENT MARKINGS PLAN
24 - 25	PAK-1 TO PAK-2	PROPOSED PAVEMENT MARKINGS PLAN
26 - 27	EROS-1 TO EROS-2	EROSION AND SEDIMENT CONTROL PLAN
28 - 29	LS-1 TO LS-2	LANDSCAPE PLAN
30 - 31	DET-1 TO DET-2	DETAIL PLAN
32	EL-1	PARKING LOT LIGHTING PLAN
33	EL-2	CONDUIT PLAN - LOWER LEVEL
34	EL-3	ELECTRICAL DETAILS
35	A-1	ARCHITECTURAL SITE PLAN
36	A-2	ARCHITECTURAL DETAILS

TYPICAL STANDARD DRAWINGS

NAME	DESCRIPTION
SECTION A - PAVEMENT	APC PAVEMENT 12" OR LESS PAVEMENT JOINTS
SECTION B - DRAINAGE	SLOPED HEADWALLS TYPE I AND TYPE II
SECTION C - ROADWAY	SHOULDER AND PATTERNS LANDSCAPE PLANTING DETAILS
SECTION D - LIGHTING	HEAVY-DUTY HANGULERS AND BURIED WIRING DETAIL
SECTION E - EROSION CONTROL	TEMPORARY EROSION AND SEDIMENT CONTROLS

ROADWAY STANDARDS

NAME	DESCRIPTION
SECTION 060 - MISCELLANEOUS TABLES	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
SECTION 400 - SURFACE COURSES, PAVEMENTS, REHABILITATION, AND SHOULDER	PAVEMENT JOINTS 12" JOINTED PCC PAVEMENT PCC PAVEMENT REINFORCEMENTS REINFORCED CONCRETE SHOULDER EDGES 18" SLICE CURB TYPERS FOR SHOULDER SUPPRESSED CURVES FOR SHOULDER SHOULDER PROTECTIVE CURVES
SECTION 500 - BRIDGES AND CULVERTS	METAL END SECTION FOR PIPE CULVERTS
SECTION 600 - INCIDENTAL CONSTRUCTION	CATCH BASIN, TYPE A SILET - TYPE A FRAME AND LIDS, TYPE I CONCRETE CURB, TYPE B AND CONDUIT CONCRETE CURB AND GUTTER
SECTION 700 - WORK ZONE TRAFFIC CONTROL AND PROTECTION, SIGNALS, AND PAVEMENT MARKING	TRAFFIC CONTROL DEVICES SIGN PANEL MOUNTING DETAILS SIGN PANEL ERECTION DETAILS TELESCOPING STEEL SIGN SUPPORT TYPICAL PAVEMENT MARKINGS

GENERAL NOTES

1. DESIGN SAFETY PROVIDED TO PROTECT BLINDS TOLLWAY AND PATRONS SAFE TRAVEL. CONDITIONS SURROUNDING THIS CONSTRUCTION PROJECT, AND TO PROVIDE SAFE WORKING CONDITIONS FOR ALL EMPLOYEES, BOTH OF THE ILLINOIS TOLLWAY AND PRIVATE CONTRACTOR, THE RULES, REGULATIONS, AND CONDITIONS STATED BELOW SHALL PREVAIL FOR THE DURATION OF THIS CONTRACT.
 - a. ALL VEHICLES, INCLUDING PASSENGER CARS, WHETHER OWNED BY THE CONTRACTOR OR PRIVATE REPRESENTATIVE THEREOF, SHALL BE EQUIPPED WITH A YELLOW FLUORESCENT LIGHT NUMBERED EITHER ON TOP OR ON THE REAR WINDOW OF THE VEHICLE AND VISIBLE FOR AT LEAST 100 FEET FROM THE REAR OF THE VEHICLE. IN ADDITION, VEHICLES MUST BE DISPLAYED ON EACH SIDE OF THE VEHICLE AND WITH LETTERS AT LEAST 3 INCHES IN HEIGHT AND WITH A SUFFICIENT FONT, SHOWING THE COMPANY NAME AND ADDRESS. ANTIETIC OR TEMPORARY SIGNS ARE ACCEPTABLE.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ILLINOIS TOLLWAY AT LEAST 5 DAYS IN ADVANCE OF ANY CONSTRUCTION NEAR ILLINOIS TOLLWAY OWNED FACILITIES INCLUDING ELECTRICAL, COMMUNICATION CABLES, FIBER OPTIC CABLES, TRAFFIC CONTROL, SIGNALS, ETC. ALONG THE TOLLWAY RIGHTS OF WAY. ANY BURIED FACILITY WITHIN 2 FEET OF AN EXCAVATION LOCATION SHALL FIRST BE EXPOSED BY THE CONTRACTOR BY HAND EXCAVATION. ONCE EXPOSED, THE CONTRACTOR SHALL PROTECT THE FACILITY. IF CONTRACTOR CUTS OR DAMAGES THE ILLINOIS TOLLWAY FACILITY, EITHER THROUGH CARELESSNESS OR FAILURE TO FOLLOW THE ABOVE PROCEDURES, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE REPAIR OF THE DAMAGE AT HIS/HER OWN EXPENSE, AND TO THE SATISFACTION OF THE ILLINOIS TOLLWAY.
3. MAINTAINING DRAINAGE: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN DRAINAGE FLOWS AT ALL TIMES DURING THE PERFORMANCE OF THE WORK. METHODS USED BY THE CONTRACTOR SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
4. THE SCALE SHOWN ON THE DRAWINGS APPLIES ONLY TO FULL SIZE PLANS AND NOT TO THE REDUCED SIZE PLANS.
5. THE CONTRACTOR SHALL NOT BE ALLOWED TO SET UP AN OFFICE OR YARD ON TOLLWAY PROPERTY WITHOUT WRITTEN APPROVAL FROM THE CHIEF ENGINEER OF THE ILLINOIS TOLLWAY.
6. THE CONTRACTOR SHALL CONDUCT HIS OWN INVESTIGATIONS INTO THE LOCATION, SIZE, DEPTH AND NATURE OF ANY AND ALL EXISTING UTILITIES WHICH MAY INTERFERE WITH THE WORK UNDER THIS CONTRACT. BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "811-CALL" AT 800-882-8828 OR 811 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE AND GAS UTILITIES. IF NEAR INVESTIGATION IS REQUIRED, ANY EXISTING UTILITIES WHICH ARE TO REMAIN IN SERVICE SHALL BE FULLY PROTECTED BY THE CONTRACTOR AND ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPAIRED OR REPLACED UNDER THE UTILITY OWNER'S SUPERVISION AND AT NO ADDITIONAL COST TO THE ILLINOIS TOLLWAY.
7. CONTRACTOR MAY USE EXPLOSION TRENCH AS APPROVED BY THE ENGINEER TO FIELD VERIFY A UTILITY. THIS WORK WILL BE PAID AS EXPLOSION TRENCH UTILITIES GROUND EXCAVATION LABOR.
8. ITEMS OF WORK LISTED IN THE SUMMARY OF QUANTITIES WHICH ARE NOT SPECIFICALLY INDICATED IN THE PLANS SHALL BE PERFORMED AT LOCATIONS AS DIRECTED BY THE ENGINEER.
9. NIGHT OPERATIONS: WHEN ARTIFICIAL LIGHTING IS UTILIZED DURING NIGHT OPERATIONS, THE CONTRACTOR SHALL ENDEAVOR TO TAKE PRECAUTIONS IN PREVENTING ADVERSE VISIBILITY TO THE MOTORING PUBLIC AND ADJACENT RESIDENTIAL AREAS.
10. DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ADJACENT HIGHWAYS AND DRIVES FROM DEBRIS BLOWN OR OTHERWISE REDUCED FROM CONSTRUCTION AREAS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR KEEPING DEBRIS OFF THE TRAVELED LANE SURFACES. THIS WORK SHALL BE INCLUDED IN THE "MAINTENANCE OF TRAFFIC" PAY ITEM.
11. THE CONTRACTOR'S OPERATIONS AND TEMPORARY STORAGE ACTIVITIES SHALL BE LIMITED TO THE WORK AREA AND/OR CONSTRUCTION LIMITS.
12. THE CONTRACTOR SHALL USE ALL NECESSARY PRECAUTIONS AND PROTECTIVE MEASURES REQUIRED TO MAINTAIN EXISTING UTILITIES, SIGNALS AND APPURTENANCES THAT MUST BE KEPT IN OPERATION. IN PARTICULAR, THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PREVENT THE UNDERMINING OF UTILITIES AND SIGNALS WHICH ARE STILL IN SERVICE.
13. THE PARKING FACILITY SHALL REMAIN IN OPERATION DURING CONSTRUCTION. CONSTRUCTION MUST BE SCHEDULED AND CARRIED OUT IN SUCH A MANNER TO CAUSE MINIMAL DISRUPTION TO THE FACILITY. ROADWORKS CLOSURES AND OTHER DISRUPTIONS SHALL BE SCHEDULED IN COORDINATION WITH THE ENGINEER.
14. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO CONSTRUCTION AND ORDERING OF MATERIALS AND REPORT AT ONCE IN WRITING ANY DISCREPANCIES WITH THE PLANS TO THE ENGINEER.
15. ALL SIGNS DESTROYED OR REMOVED FOR CONSTRUCTION SHALL BE RE-ERECTED IN THEIR ORIGINAL POSITION OR AS REQUIRED BY THE ENGINEER.
16. THE CONTRACTOR SHALL PROTECT ALL AREAS WHICH ARE NOT MARKED FOR CLEARING FROM DAMAGE DURING CONSTRUCTION OPERATIONS. ALL FENCES AND GATES, SIGNS, FENCES, LANDSCAPING OR OTHER WORK DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
17. PROPOSED CONTOURS AND SPOT ELEVATIONS REPRESENT FINISHED GRADE.
18. IN AREAS CONTAINED BY CONSTRUCTION, INCLUDING UTILITY TRENCHING IN PAVED AREAS, RESTORE AREA TO ORIGINAL CONDITION AS ACCEPTED BY ENGINEER. RESTORATION SHALL INCLUDE CURB, PAVEMENTS, AND LANDSCAPING.
19. PARKING ISLANDS SHALL NOT CONTAIN CONSTRUCTION DEBRIS OR BE USED FOR CONSTRUCTION MATERIAL STORAGE AT ANY TIME.

DL DATE 03/06/2017
RB DATE 03/06/2017

INFRASTRUCTURE
CONSTRUCTION



CONTRACT NO. RR-17-9199
INDEX OF SHEETS, STANDARDS LIST,
AND GENERAL NOTES

TABLE OF CONTENTS

VOLUME I

PART I: Instructions

Bid Schedule and Information	SBSA A-1
New Notice – Small Business Set-Aside	NN-1
Construction Bid Check List	CL 1 – CL 2
Naming Convention for Construction Bid Attachments	E- 1 thru E -4
Instruction and Information to Bidders	I-1 thru I-11

PART II: Bid Requirements

Prevailing Wage	1 thru 5
Proposal	P-1 thru P-11
Bid Bond (Insert after P-Pages)	
Forms A or Forms B Disclosures	N-1 thru N-2
Responsible Bidder Affidavit	PA-1
Bidder Preferences	R-1, R-2
Bidder List of Individual Contacts	R-3
Affidavit	R-4
Current Contractual Obligations	S-1
Equal Employment Opportunity Program	EEO-1 thru EEO-6
Earned Credit Program	ECP-1 thru ECP-7
Illinois Tollway Standard Business Terms and Conditions	TC-1 thru TC-9

PART III: Contract Requirements

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

VOLUME II

SPECIAL PROVISIONS

J-1 thru J-121

SPECIAL PROVISIONS

RECURR-1

PART I - INSTRUCTIONS

Bid Schedule and Information	A-1
New Notice – Small Business Set-Aside	NN-1
Construction Bid Checklist	CL-1 – CL-2
Naming Convention for Construction Bid Attachments	E-Bidding Version 1.0
Instruction and information to Bidders	I-1 – I-11

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-17-9199

SMALL BUSINESS SET-ASIDE

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 a.m., local time, May 9, 2017, at which time the Bids will be opened and the bids read aloud.

The Tollway has begun accepting electronic bids. Vendors are encouraged to participate in the electronic bidding program on the Tollway's web based project management system. An electronic bidding authorization code is required before an electronic bid can be submitted. The electronic bidding authorization form is included within this contract book as page E-3. **The links to the electronic bid package and e-Bidding training videos are located at: www.illinoistollwaybidding.com**, in the details section under the above contract number.

An **optional pre-bid meeting** is scheduled for April 17, 2017 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 9:00 AM.

The work to be done under this Contract shall be started on or about July 27, 2017. All work under this Contract shall be completed by December 8, 2017.

The work under this Contract shall consist of: pavement rehabilitation and resurfacing of south parking lot; pavement reconstruction of ramp to eastbound I-88 Ramp; pavement reconstruction of loading dock area and east-west drive; helipad area improvements and parking expansion; drainage improvements; lighting upgrades; architectural improvements at CA Building south entrance; pavement striping; landscaping; incidental work necessary to complete the improvements as indicated in the Contract Documents.

The work under this Contract is to be performed on: the Tollway's Central Administration (CA) Building located at 2700 Ogden Avenue in Downers Grove, in DuPage County, Illinois; I-355/Veterans Memorial Tollway (M.P. 19.8).

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR).

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from BHFx Digital Imaging, and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwaybidding.com. Copies of the 2016 Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2016) can be purchased directly from BHFx Digital Imaging. The 2016 Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2016, 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 Larry Hatton @ lhatton@getipass.com e-mail address, to be received no later than 2:00 p.m. local time on April 21, 2017.

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

Award of the above Contract, if any award be made, will be to the lowest responsive and responsible bidder or bidders. The Illinois Tollway reserves the right to reject any and all Bids, 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: April 11, 2017

NEW NOTICE

Small Business Set-Aside Program (SBSP)

This contract is subject to the Small Business Set-Aside Program (SBSP) as defined under Section 45-45 of the Illinois Procurement Code (30 ILCS 500/45-45).

Only those bidders who qualify as a small business under the Code may bid on this contract. For purposes of this contract, a small business is defined as a business that is independently owned and operated, is not dominant in its field of operation, and meets the required size status and sales limitations.

A business is considered "not dominant in its field of operation" if it does not exercise a controlling or major influence in a kind of activity in which a number of business concerns are primarily engaged. When computing the size status of a bidder, annual sales and receipts of the bidder and all of its affiliates shall be included, subject to the following limitations:

- (1) No wholesale business is a small business if its annual sales for its most recently completed fiscal year exceed \$13,000,000.
- (2) No retail business or business selling services is a small business if its annual sales and receipts exceed \$8,000,000.
- (3) No manufacturing business is a small business if its annual sales for its most recently completed fiscal year exceed \$13,000,000 (wholesale) or employs more than 250 persons.
- (4) No construction business is a small business if its annual sales and receipts exceed \$14,000,000.

*****Attention Small Business Set-Aside Vendors*****

Note: A bidder must be qualified as a small business by the Small Business Set-Aside Program at the time bids are due in order for their bid to be evaluated. For complete requirements and to register a bidder's business in the Small Business Set-Aside Program, visit (<http://www.ipg.vendorreg.com>).

If a bidder is not registered in the Illinois Procurement Gateway (IPG), then its bid will be deemed non-responsive.

Failure of the bidder to meet the Small Business Set-Aside definition or to submit evidence of registration in the State of Illinois Program at the time of bid shall cause the bid to be deemed as non-responsive.

Please register in the Illinois Procurement Gateway (IPG) at (<https://ipg.vendorreg.com>).

- * Click on vendor registration (right side of page)
- * Click on "create vendor account" or log in if you already have an account.
- * Once account is created, log into the Illinois Procurement Gateway.
- * Next, click on Start/Renew Vendor Registration in upper right hand corner.
- * Under Available Vendor Registrations (left side), click on State of Illinois Vendor Registration.
- * Complete all fields and submit for review/qualification.

Assistance with the Illinois Procurement Gateway may be obtained by emailing eec.ipg@illinois.gov or calling 217.782.1270.

Questions?

If you have questions, please contact Scott McKinnery, Small Business State Purchasing Officer at EEC.SmallBusiness@Illinois.gov

Construction Bid Check List

Required Documents	Reference Volume I	Comments and Important Information		Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	If a Joint Venture, must be submitted for each Joint Venture Partner	
Optional Earned Credit Program (ECP) Certificates	Section I #28 ECP	If ECP is utilized, ECP Certificates are required in bid submittal See Earned Credit Special Provision for additional information		
Bid - "P" pages along with Addendum noted on P-1	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	P-2 and P-3	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.		
Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #10	If a Joint Venture, must be submitted for each Joint Venture Partner.		
Illinois Dept. of Human Rights (IDHR)	A-1 Section I #9 & #26	IDHR # or submit evidence of application		
Current Contractual Obligations	Section S	If a Joint Venture, submit for each Joint Venture partner.		

Construction Bid Check List

Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #35	If a Joint Venture, must be submitted for each Joint Venture Partner	
State Board of Election (BOE)	Section I # 25	If a Joint Venture, must be submitted for each Joint Venture Partner	

Agreement (Section T), Performance Bond (Section U) and Payment Bond (Section V) are not required with the bid.

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

e-Bidding

Naming Conventions for Construction Bid Attachments

Please follow these naming conventions for submitting your attachments.

The naming convention examples assume the following:

Contract number = I-15-1234R.

Contractor = ABC Construction Company

Date = March 25, 2015

- 1.) **Bid Guaranty - Bid Bond or Cashier's Check** (See section 102.09 of the Supplemental Specifications)
 - a. BG_1234R_ABCCo_03252015
- 2.) **IDHR Registration** (or evidence of registration) (See items 9 and 26 of Instructions and Information to Bidders)
 - a. IDHR_1234R_ABCCo_03252015
- 3.) **Financial Disclosures (Forms A or B)** (See page N-1 & N-2)
 - a. FD_1234R_ABCCo_03252015
- 4.) **DBE Plan** (See DBE Special Provision for requirements. Not required if its a Small Business Set-Aside or if the DBE goal is 0%)
 - a. DBE_1234R_ABCCo_03252015
- 5.) **Veteran Plan** (See VOSB Special Provision for requirements. Not required if its a Small Business Set-Aside or if the veterans goal is 0%)
 - a. VET_1234R_ABCCo_03252015
- 6.) **IDOT Certificate of Eligibility** (See item 9 of Instructions and Information to Bidders)
 - a. COE_1234R_ABCCo_03252015
- 7.) **Current Contractual Obligations** (Page S-1)
 - a. CO_1234R_ABCCo_03252015
- 8.) **Standard Terms & Conditions**
 - a. STC_1234R_ABCCo_03252015
- 9.) **Earned Credit Program (ECP) Vouchers**
 - a. ECP_1234R_ABCCo_03252015
- 10.) **Responsible Bidder Affidavit** (Page PA-1)
 - a. RBA_1234R_ABCCo_03252015
- 11.) **Affidavit** (Page R-4)
 - a. AF_1234R_ABCCo_03252015
- 12.) **Bid – First Page P-1 with Addendum Acknowledgement and then P-2 and P-3 with Bid Guaranty & Signatures**
 - a. PP_1234R_ABCCo_03252015
- 13.) **Board of Elections Certificate**
 - a. BOE_1234R_ABCCo_03252015

14.) Secretary of State Certificate of Good Standing
a. CGS_1234R_ABCCo_03252015



e-Bidding Security Key Request Form

New Security Key Request

A security key is required to submit an electronic bid on Illinois Tollway construction solicitations. This key is unique to each company/bidder and must be obtained prior to submitting a bid. The individual submitting the bid must input the key immediately prior to online bid submission.

Each firm is responsible for controlling the distribution of this key within the firm and ensuring only authorized staff can submit a bid on behalf of the company. The Tollway will verify that the correct key was used for bid submission upon opening the electronic bids. Use of an incorrect security key may cause the bid to be deemed as non-responsive.

To request a security key, complete the fields below and return to the Tollway's e-Builder Administrators at ebuilder@getipass.com. You will receive a key in approximately 2 business days. Please be sure to allow enough time to request and receive your key when preparing a bid submission.

Please note the form below asks for the names of the individuals authorized to seek a new key code if for any reason a new key is required. Those individuals must sign this form as well as the replacement key form at the time of request.

Date requested: _____

Requested by
(Print name): _____

(Print title): _____

(Signature): _____

Company: _____

Telephone: _____

Email: _____

Individuals authorized to request replacement key:

Name: _____

Signature: _____

Disclaimer: All requests are subject to review by the e-Builder Administrator.



Replacement Security Key Request

A security key is required to submit an electronic bid on all Illinois Tollway construction solicitations.

Each firm is responsible for controlling the distribution of this key within its firm and ensuring only authorized staff can submit a bid on behalf of the company. The Tollway will verify the correct key was used for bid submission upon opening of the electronic bids. Use of an incorrect registration key may cause the bid to be deemed as non-responsive.

To request a replacement security key, complete the fields below and return to the Tollway's e-Builder Administrators at ebuilder@getipass.com. You will receive a key in approximately 2 business days. Please be sure to allow enough time to request and receive your key when preparing a bid submission.

Date requested: _____

Requested by (Print name): _____

(Print title): _____

(Signature): _____

Company: _____

Telephone: _____

Email: _____

Reason for Replacement: _____

Disclaimer: All requests are subject to review by the e-Builder Administrator.

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. PROPOSAL GUARANTY

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

7. WAGE STIPULATIONS

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

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

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

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

AMENDMENTS TO PREVAILING WAGE LAW

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

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

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

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

8. NON-COLLUSION AFFIDAVIT

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

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

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

9. **QUALIFICATIONS OF BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Must attach the Secretary of State Certification with your bid.

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **AUTHORITY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **ELECTRONIC BID SUBMISSION**

The Tollway has begun accepting electronic bids. Vendors are encouraged to participate in the electronic bidding program on the Tollway's web based project management system. An electronic bidding authorization code is required before an electronic bid can be submitted. The electronic bidding authorization form is included within this contract book as page **E-3**. The links to the electronic bid package and e-bidding training videos are located at: www.illinoistollwaybidding.com, in the details section under the contract number.

Bidders may submit either electronic or paper bids but should not submit both. However, if the bidder submits both an electronic and a paper bid for the same solicitation, the electronic bid will take precedence.

Proposal Guaranty for Electronic Bidding

Bidders may provide their bid surety with an electronic bid bond, mailed original bid bond, or a cashier's check. A check or mailed bid bond must be received by the Tollway before the date and time of bid opening.

A valid electronic bid bond verification number, mailed bid bond, or guaranty check number must be included with all bid submittals.

Mailed Bid Bonds or Proposal Guaranty Checks:

Cashier's checks and mailed bid bonds must be received by the Tollway prior to the bid opening date and time identified in the solicitation.

See contact information below:

For cashier's checks and mailed bid bonds, the bidder must deliver to the address below:

Illinois Tollway
Attention: Contract Services
2700 Authority Drive
Downers Grove, IL 60515

Note: Make sure to reference the Tollway contract number for which the proposal guaranty is submitted.

***On the Electronic bidding page:
Check the box titled: Proposal Guaranty has been mailed.***

Electronic Bid Bonds:

For electronic bid bonds, the bidder must receive an electronic bid bond from Surety2000 or SurePath (InSure Vision Technologies). Contractors that have annual bid bonds through Surety2000 may use them as they would any other electronic bid bond.

The contact information for the electronic clearing houses that can be used for Illinois Tollway electronic bids are shown below:

Surety2000

- Contact: Lisa Clemens, Vice President
 - Website: www.surety2000.com
 - E-mail: help@surety2000.com
 - Phone: 800-660-3263
- SurePath (InSure Vision Technologies)
- Website: www.insurevision.com
 - Email: support@insurevision.com
 - Phone: 818-783-3460

On the electronic bidding page:

- 1.) Enter the electronic bid bond verification number in the location provided.***
- 2.) Enter the name of the bonding agent (Surety 2000 or SurePath) in the location provided.***

21. **COMPUTER GENERATED PAY ITEM PRICE PAGES**

The P-Pages for this contract are available in electronic format on the Tollway's Online Plan Room hosted by BHFx DIGITAL IMAGING at: www.illinoistollwaybidding.com.

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

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

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

Protest Review Office Phone:	(217) 494-1856
401 S. Spring Street:	(217) 558-1399 (fax)
Suite 515 Stratton Office Building	
Springfield, IL 62706	
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**

To demonstrate compliance with Public Act 95-0971, bidders shall submit a current copy of the Board of Elections registration certificate with their sealed bids, regardless of whether the bidder chooses to utilize Forms A or Forms B described in Instructions to Bidders, N-1 and N-2. Public Act 97-0895 further amended Public Act 95-0971 to modify automatic disqualification of an entity who fails to submit its Board of Election Certificate, however:

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

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

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

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

27. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

28. **EARNED CREDIT PROGRAM**

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

29. **REPORTING OF COMMUNICATIONS WITH VENDORS**

Please note that any written or oral communications received by the Tollway that imparts or requests material information or makes a material argument regarding potential action concerning this procurement shall be reported to the Procurement Policy Board as required by Public Acts 96-0795, 96-0920 and 97-0895. When an oral communication is made by a person required to register under the Lobbyist Registration Act (25 ILCS 170) and received by a State employee, all individuals who initiate or participate in the communication shall submit a written report to that State employee memorializing the communication and for reporting to the Procurement Policy Board. This provision is not intended to prohibit communications with State employees regarding procurement matter, but rather only requires reporting of those communications when they occur.

30. **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.

31. **WEB BASED PROJECT MANAGEMENT**

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

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

32. **SUBCONTRACTOR DISCLOSURE**

The Bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors that will be utilized in the performance of this Contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section sub-contractors are those specifically hired to perform all or part of the work of this Contract or to provide the supplies requested by the State. In no event shall a subcontractor be allowed to start work prior to approval by the Tollway.

33. **PROCUREMENT COMPLIANCE MONITORS**

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

34. **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.

35. **RESPONSIBLE BIDDER AFFIDAVIT**

Public Act 97-0369 amended the Illinois Procurement Code to require a "responsible bidder" to submit a signed affidavit stating that the bidder shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract. Therefore, in accordance with the Act the Illinois Tollway is requesting each bidder to complete and submit the "Responsible Bidder Affidavit" form with their bid documents.

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

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

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

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

37. **RECORD RETENTION AND AUDIT**

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

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

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

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

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

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

38. **INSPECTOR GENERAL**

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

39. **SMALL CONTRACTOR BRIDGE PROGRAM**

The Illinois Finance Authority (IFA) and the Chicago Community Loan Fund (CCLF) are each providing available financing, which will support public works contracts for small and diverse businesses. The program helps contractors obtain surety bonds required for construction contract bids and get preapproved for a loan for project working capital. Contractors will work with CCLF and a partnering surety bond underwriting firm to establish creditworthiness and project capacity according to the Small Contractor Bridge Program guidelines. Loans can be used to pay for surety bond premiums, suppliers, equipment leasing, employees and other direct project-related expenses. More information about the program, including how to apply, is available at <http://cclfchicago.org/lending/smallcontractors>. More information about the Illinois Finance Authority can be found at www.il-fa.com.

40. **ACCEPTANCE OF SCANNED SIGNATURES**

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

PART II: Bid Requirements

Proposal	Return with Bid
Proposal Listing All Addenda	Return with Bid
Bid Bond	Return with Bid
Forms A or Forms B Disclosures	Return with Bid
Responsible Bidder Affidavit	Return with Bid
Bidder Preferences	Return with Bid
Bidder List of Individual Contacts	Return with Bid
Affidavit	Return with Bid
Plant and Equipment Questionnaire	Return with Bid
Disadvantaged Business Enterprise Participation & Utilization Plan	Return with Bid
Equal Employment Opportunity Program	Return with Bid
Veteran Small Business Participation & Utilization Plan, if applicable	Return with Bid
Earned Credit Program, if applicable	Return with Bid
Illinois Tollway Standard Terms and Conditions	Return with Bid
State Board of Election	Return with Bid
I.D.O.T. Certificate of Eligibility	Return with Bid
Illinois Department of Human Rights Number	Return with Bid
Secretary of State Certificate of Good Standing	Return with Bid

Du Page County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng		
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720		
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400		
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480		
CERAMIC TILE FNShER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770		
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610		
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380		
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390		
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290		
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300		
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450		
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470		
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300		
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310		
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680		
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600		
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300		
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940		
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720		
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350		
IRON WORKER	W	ALL		45.060	49.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000		
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620		
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780		
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
ORNAMNTL IRON WORKER E		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650		
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350		
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000		
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780		
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	10.05	14.43	0.000	1.020		
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880		
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530		
SHEETMETAL WORKER		BLD		44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820		
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550		
STEEL ERECTOR	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350		
STEEL ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
SURVEY WORKER			>NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720		
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940		

TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOUNTER	BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

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

Explanations

DUPAGE COUNTY

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

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

EXPLANATION OF CLASSES

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

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granites 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 engines); 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 Blows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnspulls 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 turnspulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-17-9199

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30 a.m., local time, May 9, 2017 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: pavement rehabilitation and resurfacing of south parking lot; pavement reconstruction of ramp to eastbound I-88 Ramp; pavement reconstruction of loading dock area and east-west drive; helipad area improvements and parking expansion; drainage improvements; lighting upgrades; architectural improvements at CA Building south entrance; pavement striping; landscaping; incidental work necessary to complete the improvements as indicated in the Contract Documents.

The services will be performed within the: the Tollway's Central Administration (CA) Building located at 2700 Ogden Avenue in Downers Grove, in DuPage County, Illinois; I-355/Veterans Memorial Tollway (M.P. 19.8).

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

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

Addendum No. 1 Date 04/25/2017
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

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

Accompanying this Bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on 5-8-2017 Bank, for \$ 67,946.42, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for \$ _____, with a corporate surety authorized to do business in the State of Illinois.

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract RR-17-9199, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

It is understood that the undersigned will not be permitted to sublet work representing more than Eighty percent (80%) of the total price bid in this Bid; and any and all sub-contractors must be approved in writing by the Chief Engineering Officer before commencing any work.

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

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

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

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

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

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

The undersigned is an individual)
a Partnership) under the laws of the State of ILLINOIS
a Corporation)
a Joint Venture)

having principal office at 180 S. WESTERN AVE. CARPENTERSVILLE, ILL and has furnished to the Authority the necessary evidence of authority to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 8 day of MAY, 2017, 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

Address

INCORPORATED

President Address 180 S. WESTERN AVE. CARPENTERSVILLE, IL 60110

Vice-President Address

Secretary Address

Treasurer Address

Proposal Notes

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$32,913.00. Any credits applied above and beyond the bid earned credit cap will not be considered.

- A. Core Work shall be the sum of the unit prices supplied by the bidder multiplied by the pay item quantity.
- B. Unit prices for Contractor's Quality Program and Contingency Work will be supplied by the Illinois Tollway with the sum total of this work completed by the Illinois Tollway and included in the Proposal Pages. **For Electronic bids, the total value of the Contractor's Quality Program and Contingency work is to be entered by the bidder in the location provided on the electronic bidding form.**
- C. Base Bid will be calculated as: Total Amount of Core Work + Contractor's Quality Program + Total Amount of Contingency Work
- D. ECP Bid Credit is to include the total amount of bid credits applied to the bid (entered by the bidder in the specified location on the electronic bid form);
- E. Award Criteria will be calculated by the Illinois Tollway and will be calculated as follows: Base Bid minus ECP Credit.

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

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. RR-17-9199 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-17-9199
 CENTRAL ADMINISTRATION BUILDING
 SOUTH PARKING LOT IMPROVMENTS

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	50	40.52	2,026.00
	20200100	EARTH EXCAVATION	CU YD	640	38.65	24,736.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	120	72.84	8,740.80
	20800150	TRENCH BACKFILL	CU YD	25	382.57	9,564.25
	25000210	SEEDING, CLASS 2A	ACRE	0.25	11818.78	2,954.70
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	9	5.73	51.57
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	17	5.73	97.41
	25200110	SODDING, SALT TOLERANT	SQ YD	1250	6.00	7,500.00
	28100107	STONE RIPRAP, CLASS A4	SQ YD	10	79.99	799.90
	28200200	FILTER FABRIC	SQ YD	289	4.50	1,300.50
	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	52	8.13	422.76
	31102000	SUBBASE GRANULAR MATERIAL, TYPE C	CU YD	64	41.15	2,633.60
	35101500	AGGREGATE BASE COURSE, TYPE B	CU YD	299	25.68	7,678.32
	35800100	PREPARATION OF BASE	SQ YD	1,327	10.97	14,557.19
	40600525	LEVELING BINDER (HAND METHOD), N50	TON	17	95.00	1,615.00
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	359	95.00	34,105.00
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	955	95.00	90,725.00
	42000500	PORTLAND CEMENT CONCRETE PAVEMENT 10"	SQ YD	1,068	86.65	92,542.20
	42001300	PROTECTIVE COAT	SQ YD	1900	2.11	4,009.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,095.00	7.31	8,004.45
	42400800	DETECTABLE WARNINGS	SQ FT	150	35.00	5,250.00
	44000100	PAVEMENT REMOVAL	SQ YD	1,848	23.00	42,504.00
	44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	7,605	3.15	23,955.75

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-17-9199
 CENTRAL ADMINISTRATION BUILDING
 SOUTH PARKING LOT IMPROVMENTS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	857	7.26	6,221.82
	44000300	CURB REMOVAL	FOOT	985	5.99	5,900.15
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	923	7.56	6,977.88
	44000600	SIDEWALK REMOVAL	SQ FT	1,514	3.07	4,647.98
	44213198	TIE BARS 1/2"	EACH	100	7.50	750.00
	48101600	AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	55	44.50	2,447.50
	52200800	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	60	62.21	3,732.60
	54215547	METAL END SECTIONS 12"	EACH	1	450.00	450.00
	550A0330	STORM SEWERS, CLASS A, TYPE 2 10"	FOOT	154	74.01	11,397.54
	550B0340	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	107	56.06	5,998.42
	55100400	STORM SEWER REMOVAL 10"	FOOT	60	78.55	4,713.00
	60109520	PIPE UNDERDRAIN, FABRIC LINE TRENCH 6"	FOOT	660	13.27	8,758.20
	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	3547.96	21,287.76
	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	2271.84	6,815.52
	60235300	INLETS, TYPE A, TYPE 1 FRAME, CLOSED LID	EACH	2	3700.52	7,401.04
	60250200	CATCH BASINS TO BE ADJUSTED	EACH	8	632.88	5,063.04
	80500050	REMOVING CATCH BASINS	EACH	5	6497.76	32,488.80
	60600605	CONCRETE CURB, TYPE B	FOOT	700	26.43	18,501.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	950	32.76	31,122.00
	72300100	INSTALL EXISTING SIGN PANEL	SQ FT	15	64.93	973.95
	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	116.85	116.85
	72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	24	30.31	727.44
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	122	35.07	4,278.54
	73000100	WOOD SIGN SUPPORT	FOOT	10	35.07	350.70

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-17-9199
 CENTRAL ADMINISTRATION BUILDING
 SOUTH PARKING LOT IMPROVMENTS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	6	246.67	1,480.02
	78005100	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	162	6.11	989.82
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	12000	0.92	11,040.00
	78005150	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	1450	3.26	4,727.00
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	14000	1.44	20,160.00
	A2002920	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2	900.00	1,800.00
	A2004820	TREE, GLEDITSIA TRIACANTHOS INERMIS SKYLINE (SKYLINE THORNLESS COMMON HONEYLOCUST), 2-1/2" CALIPER BALLED AND BURLAPPED	EACH	3	900.00	2,700.00
	A2008820	TREE, ULMUS CARPINIFOLIA HOMESTEAD HOMESTEAD ELM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4	900.00	3,600.00
	B2006266	TREE, SYRINGA RETICULATA (JAPANESE TREE LILAC), 6' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	12	850.00	10,200.00
*	X0300635	PLANTER	EACH	9	4543.67	40,893.03
*	X0322881	TREE TRIMMING	EACH	2	908.75	1,817.50
*	X0326498	GFCI 20 AMP DUPLEX RECEPTACLE	EACH	2	351.22	702.44
*	X2600011	REMOVE AND RELOCATE SIGN PANEL	EACH	1	486.84	486.84
*	X6060066	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-9.24 (SPECIAL)	FOOT	47	51.38	2,414.86
*	Z0003850	BENCHES	EACH	2	10385.52	20,771.04
*	Z0004002	SECURITY BOLLARDS	EACH	15	625.06	9,375.90
*	J1211126	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2700	5.80	15,660.00
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	300	64.93	19,479.00
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	744	1.96	1,458.24
*	J1406107	ASPHALT TACK COAT	POUND	5000	0.66	3,300.00
*	J1420032	ACCELERATED PORTLAND CEMENT CONCRETE PAVEMENT (JOINTED), 12 IN.	SQ YD	519	116.41	60,416.79
*	J1420034	ACCELERATED PORTLAND CEMENT CONCRETE PAVEMENT (JOINTED), 10 IN.	SQ YD	260	104.29	27,115.40
*	J1442905	DOWEL BARS 1 1/2"	EACH	120	14.37	1,724.40
*	J1542010	END SECTION REMOVAL	EACH	5	259.65	1,298.25

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-17-9199
 CENTRAL ADMINISTRATION BUILDING
 SOUTH PARKING LOT IMPROVMENTS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI680102	SLOPED HEADWALL TYPE I, 12"	EACH	5	3894.58	19,472.90
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	1	4868.22	4,868.22
**	JS250318	SEEDING, CLASS 4F	ACRE	0.25	5654.93	1,413.73
**	JS280050	SILT FENCE	FOOT	675	1.86	1,255.50
**	JS280051	RE-ERECT SILT FENCE	FOOT	338	1.86	628.68
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	8	129.84	1,038.72
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	500	27.28	13,640.00
**	JS671010	MOBILIZATION, TOLLWAY	L SUM	1	32454.75	32,454.75
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	38945.69	38,945.69
**	JS810872	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA.	FOOT	3300	4.81	15,873.00
**	JS810874	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	500	6.25	3,125.00
**	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	100	7.29	729.00
**	JS811051	CONDUIT ATTACHED TO STRUCTURE, 1 1/2" DIA., PVC COATED GALVANIZED STEEL	FOOT	300	41.56	12,468.00
**	JS811060	CONDUIT ATTACHED TO STRUCTURE, 2" DIA., PVC COATED GALVANIZED STEEL	FOOT	200	71.42	14,284.00
**	JS813094	JUNCTION BOX, STAINLESS STEEL, ATTACHED TO STRUCTURE, 24" X 24" X 8"	EACH	1	1947.29	1,947.29
**	JS814001	HANDHOLE, TOLLWAY	EACH	1	4673.49	4,673.49
**	JS817211	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	FOOT	15,000	1.18	17,700.00
**	JS817212	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	800	1.64	1,312.00
**	JS817213	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	3,000	2.28	6,840.00
**	JS821102	LUMINAIRE, LED, HORIZONTAL MOUNT, 150W EQUIVALENT	EACH	2	1168.36	2,336.76
*	JS821220	LUMINAIRE, LED, PARKING LOT	EACH	56	973.65	54,524.40
*	JS821225	LUMINAIRE, LED, PARKING LOT BOLLARD	EACH	31	519.29	16,097.99
**	JS830002	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 6 FT. MAST ARM	EACH	2	3927.03	7,854.06
*	JS830016	GROUND MOUNTED LIGHT POLE, (PARKING LOT) ALUMINUM, 12 FT.	EACH	9	3927.03	35,343.27

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-17-9199
 CENTRAL ADMINISTRATION BUILDING
 SOUTH PARKING LOT IMPROVEMENTS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS836004	LIGHT POLE FOUNDATION (PARKING LOT) CONCRETE	EACH	23	1460.47	33,590.81
**	JS842085	REMOVAL OF EXISTING LIGHTING UNIT	EACH	12	556.37	6,676.44
**	JS842105	POLE FOUNDATION, REMOVED	EACH	14	305.09	4,271.26
*	JS844006	RELOCATE EXISTING LIGHTING UNIT, SPECIAL	EACH	14	1278.73	17,902.22
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1	12981.90	12,981.90
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	50	45.31	2,265.50
*	JT430010	PREFABRICATED PERMEABLE CONCRETE PAVEMENT	SQ YD	70	105.17	7,361.90
*	JT720100	SIGN INSTALLATION, TYPE 1	SQ FT	38	42.20	1,603.60
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	300	4.23	1,269.00
*	JT821025	TEMPORARY FLOOD LIGHT ATTACHED TO LIGHT POLE, HIGH PRESSURE SODIUM VAPOR, 250 WATT	EACH	7	83.47	584.29
*	JT891001	BACKLIT STOP SIGN	EACH	1	649.11	649.11
*	JT891002	BACKLIT PEDESTRIAN CROSSING SIGN W11-2	EACH	1	649.11	649.11
*	JT896060	REPAIR PARKING LOT LIGHT POLE	EACH	4	454.38	1,817.52
*	JT900095	TRANSLUCENT CANOPY SYSTEM	EACH	1	64909.48	64,909.48
TOTAL AMOUNT OF CORE WORK						1,305,864.25

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-17-9199
 CENTRAL ADMINISTRATION BUILDING
 SOUTH PARKING LOT IMPROVEMENTS**

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$ 30,000.00	30,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	2000	\$ 1.00	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(f)	DAY		\$ (300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02(b)(1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		\$ (1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		\$ (25,000.00)	
	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)	
	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)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		\$ (1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM, PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		\$ (1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		\$ (1,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		\$ (1,200.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		\$ (1,200.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		\$ (1,200.00)	
	999NEG48	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.5	CAL DAY		\$ (1,200.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		\$ (10,000.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-17-9199
 CENTRAL ADMINISTRATION BUILDING
 SOUTH PARKING LOT IMPROVEMENTS

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG51	NON-COMPLIANCE WITH PATCHING BARRICADES PER PORTLAND CEMENT CONCRETE PATCHING SPECIAL PROVISION	INC/DAY		(500.00)	
	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)	
	999NEG55	DAMAGE TO TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5	OCCUR		(5,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						32,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

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

$Core = \$1,305,864.25$
 $Contingency = \$32,000.00$

 $Award Criteria = \$1,337,864.25$ ✓

OK AMD 5/9/17

OPENED 5.9. 2017

BOND OR
 CHECK ENCLOSED: YES NO 118



**180 South Western Avenue, Suite #158
Carpentersville, Illinois 60110
847-464-5700**

8 May 2017


RR-17-9199 / Optional Earned credit program (ECP) Certificates.

To Whom It May Concern

For this project, E.R. Bakey, Inc. will not be submitting Optional Earned Credit Certificates.

If you have any questions, please do not hesitate to call me.

Sincerely


Eric Bakey, President

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

All vendors responding to an Illinois Tollway solicitation must comply with Illinois Procurement Code 30 ILCS 500 -- specifically section 50-35 Financial Disclosures and Potential Conflicts of Interest. It is highly recommended that vendors register on the Illinois Procurement Gateway at <https://ipg/vendorreg.com>

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

1. Certification of Illinois Procurement Gateway Registration #
2. Certification Timely to this Solicitation
3. Replacement Certification to IPG Certification #6
4. Disclosures of Lobbyist or Agent
5. Disclosure of Current and Pending Contracts
6. Signature

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

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

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:

ERBAKEY INC. IS A CERTIFIED VETERAN: SERVICE DISABLED
VETERAN OWNED SMALL BUSINESS THAT IS REGISTERED WITH THE
ILLINOIS PROCUREMENT GATEWAY IN THE SMALL BUSINESS SET-ASIDE
PROGRAM REGISTRATION: 20315634 EXPIRES 4 MAY 2018

[Redacted]

Signature of Authorized Representative:

[Redacted]

Eric R. Bakey

Printed Name of Authorized Representative:

ERIC R. BAKEY

Vendor Name:

E.R. BAKEY, INC

Date:

MAY 8, 2017

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-9199

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	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Plant and Equipment Questionnaire	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Progress Schedule	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Current Contractual Obligations	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Bid Guaranty	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Financial Statement	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
DBE Utilization Plan	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
EEO Program	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Veteran's Utilization Plan	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Financial Disclosures	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM
Standard Business Terms and Conditions	ERIC BAKEY	847-464-5700	ERIC.BAKEY@ERBAKEY.COM

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-17-9199

AFFIDAVIT

State of ILLINOIS)
County of KANE) SS

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

That his/her name is ERIC R. BAILEY, and he/she resides at

and his/her office is at 180 S. WESTER AVE., That he/she makes, and is authorized to make
CARPENTERSVILLE, IL

this affidavit on behalf of E. R. BAILEY, INC, a
(Name of Corporation, Partnership, etc.)

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. RR-17-9199** 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 8th day of May 2017,

[Redacted Signature]
(Notary Public)

My Commission Expires: 6/16/2020



CONTRACT NO. RR-17-9199

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
		N/A		

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>Plate Construction</i>	<i>ISTHA</i>	<i>135,978.00</i>	<i>Trucking</i>	<i>July 1, 2017</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
		N/A		

TOTAL OF BIDS PENDING AWARD _____

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

ER BAKY INC.
 BIDDER
5-8-17
 DATE
ER BAKY INC.
 SUB-CONTRACTOR

[Redacted]
 BY: *ER BAKY INC.*
 SUB-CONTRACTOR

President
 TITLE

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

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

To promote equality of employment opportunity for minority and female tradespersons on Illinois State Toll Highway Authority (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.

II. CONTRACTOR ASSURANCE:

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

III. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

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

At least 6.9 percent by women.

IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

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

ASIAN INDIAN: Persons whose origins are from India, Pakistan, or Bangladesh.

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

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

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

V. CALCULATING EEO CREDIT TOWARDS THE GOALS:

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

applicable ethnic category and also in the female category.

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

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

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

VI. EEO FORM 0003 WORKFORCE ANALYSIS.

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

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

The Supplement to EEO 0003 for quarterly reporting must also be submitted electronically to the Tollway. Hard copy reports will not be accepted. This Supplement is due by the fifteenth of each month following the end of the quarter (April 15 for quarter ending March 31, July 15 for quarter ending June 30, October 15 for the quarter ending September 30 and January 15 for the quarter ending December 31). Construction Managers will verify timely submission of this report when their review coincides with the quarterly reporting period, as indicated on the Pay Estimate Checklist.

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

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

VII. SUBCONTRACTOR OBLIGATIONS:

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

VIII. GOOD FAITH EFFORT PROCEDURES:

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

IX. CORRECTIVE ACTION PLAN:

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

X. AMENDED CORRECTIVE ACTION PLAN:

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

XI. DETERMINATION OF NON-COMPLIANCE:

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

XII. ADMINISTRATIVE RECONSIDERATION:

The Contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request by the Tollway, Department of Diversity and Strategic Development, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: form0003wfa@getipass.com. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The Letter of

Non-Compliance shall become final if the Contractor fails to submit a timely request for administrative reconsideration. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

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

XIII. SANCTIONS:

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

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

XIV. INACCURATE OR FRAUDULENT REPORTING:

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

XV. OTHER REGULATIONS:

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



* (1) Contract# [redacted]

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

* (2) Pay Estimate# [redacted]

* (8) Percentage Complete [redacted]

* (10) Mobilization Date [redacted]

* (4) Company Name [redacted]

* (11) Work Performed [redacted]

* (5) Address [redacted]

No Hours to Report [redacted]

* (App.) APPRENTICE HOURS [redacted]

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

* (7) Contact [redacted]

* (8) Contractor Type [redacted]

(*) INDICATES REQUIRED FIELD(S)

KEY: *Hours of Managers, Supervisors, Foremen or Clerical personnel are NOT included in Trade Totals.
 ** List each actual trade on the 3 blank lines before Plaza Work.

ACTUAL TOTAL HOURS BY GENDER AND ETHNICITY													
GRAND TOTAL ALL MALES						GRAND TOTAL ALL FEMALES						0.00	
TOTAL MINORITY MALE ONLY						TOTAL MINORITY FEMALE ONLY						0.00	
(12) TOTAL ALL EMPLOYEES						(13) TOTAL MINORITY MALE/FEMALE						0.00	
% Minority % Female	African American		Asian/Pacific Islander		Amer. Indian/AK Native		Hispanic		White				
	M	F	M	F	M	F	M	F	M	F	M	F	
TABLE (A)													
TABLE (B)													
SUBTOTALS												00.000	00.000
(14) Job Categories	(15) African American		(16) Asian/Pacific Islander		(17) Amer. Indian/AK Native		(18) Hispanic		(19) White		(20) Total Hours by trade		
	M	F	M	F	M	F	M	F	M	F	M	F	
Managers Supervisors/Foreman Clerical													
Working Foreman													
Equip. Operators													
Bricklayers													
Truck Drivers													
Ironworkers													
Carpenters													
Cement Masons													
Electricians													
Om. Iron Workers													
Painters													
Laborers													
Traffic Safety Worker													
** Plz. Trades Work													

YES
 MUST BE SELECTED ABOVE
 TO INCLUDE APPRENTICE HOURS IN TOTALS

TABLE (A) - ACTUAL NON APPRENTICE EMPLOYEE HOURS

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

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

* (23) E-Mail Address [redacted]

* (24) Phone # [redacted]

Illinois State Toll Highway Authority

Quarterly Supplement to EEO Form 003 Report of Workforce Hours

(To be submitted no later than the 15th of the month after the end of the quarter)

Contract #: _____ Date: _____

Contract Description: _____

Prime Contractor Name: _____

Construction Manager Name: _____

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

Total # of Individuals

Female _____

African American/Black _____

Hispanic/Latino _____

Asian American _____

Native American/Alaskan Native _____

Native Hawaiian/Pacific Islander _____

Prepared by: _____

Name and Title of Prime Contractor's Representative

Email Address: _____ Telephone #: _____

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

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
EARNED CREDIT PROGRAM

I. OBJECTIVE OF THE EARNED CREDIT PROGRAM:

To encourage contractors, subcontractors and fabricators to hire qualified Earned Credit Program (ECP) candidates, and assist local workforce development efforts to employ and retain qualified and eligible traditionally underserved populations e.g. African Americans, Asians, Hispanic, eligible offenders, exonerated individuals, females, veterans and other Workforce Innovation and Opportunity Act (WIOA) eligible individuals referred to them by training/community organizations.

The Tollway Earned Credit Program can only facilitate referrals of ECP candidates; a referral is not a guarantee of employment or an endorsement by the Tollway of a particular candidate. The Tollway makes no guarantee of suitability of ECP candidates for employment and all employment screening decisions are made by the employing entity through their established human resources hiring procedures using appropriate due diligence.

The ECP is applicable to construction projects as determined by the Tollway.

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

III. DEFINITIONS:

- A. **ACTIVE CREDITS:** Earned credit available for submission and utilization on a construction bid.
- B. **ACTIVE EARNED CREDIT CERTIFICATE REGISTER:** Listing of all Active ECP Certificates indicating certificate number, value, owner and issue date.
- C. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- D. **ASIANS:** Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, or the U.S. Trust Territories of the Northern Marinas.
- E. **AWARD CRITERIA:** Contractor's base bid minus earned bid credit subject to the Earned Credit Cap identified for each solicitation.
- F. **BID CREDITS:** Virtual dollar credits earned through employing and retaining eligible ECP referrals.
- G. **BASE BID:** The bid amount prior to applying the ECP bid credits.
- H. **CREDITS SUBMITTED:** Bid credits included in a construction bid as evidenced by an Earned Credit certificate. The total amount of the certificate will be considered as tendered unless otherwise indicated on the physical certificate.

- I. **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 ECP credit.
- J. **EARNED CREDIT CERTIFICATE:** A numbered and notarized document that identifies contractor's name, Earned Credit Program participant(s) names and each individual's employment time frame along with applicable credit earned.
- K. **ECP ALLOCATION:** When ECP credits submitted by a prime contractor and subcontractor are applied proportionally to the total of all of the ECP credits originally submitted with the bid.
- L. **ECP CANDIDATES:** A job seeker who meets the criteria requirements to receive WIA adult services as determined by Illinois Department of Employment Security (IDES) and WIA and has graduated from a construction training program or has construction experience and can meet initial requirements for construction employment.
- M. **ECP CAP:** A contract-specific limit as determined by an approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. Any credits submitted above and beyond the bid earned credit cap will not be considered.
- N. **ECP PARTICIPANT:** An ECP CANDIDATE who is employed by an ECP participating contractor and is earning credits.
- O. **ELIGIBLE OFFENDER:** A person who has been convicted of a crime in Illinois or of an offense in any other jurisdiction that does not include any offense or attempted offense that would subject a person to registration under the Sex Offender Registration Act, the Arsonist Registration Act, or the Murderer and Violent Offender Against Youth Registration Act. "Eligible offender" does not include a person who has been convicted of committing or attempting to commit a Class X felony, aggravated driving under the influence of alcohol, other drug or drugs, or intoxicating compound or compounds, or any combination thereof, aggravated domestic battery, or a forcible felony.
- P. **ELIGIBLE:** IDES representative reviews applicable documentation to determine WIA adult service eligibility, as defined by the Workforce Investment Act, (administered by the Department of Commerce and Economic Opportunity) as well as evidence of U.S. citizenship or legal residence in the state, selective service registration as applicable, dislocated/displaced worker status, drug-free status, and other employment barriers.
- Q. **EXONERATED INDIVIDUALS:** A person who is legally cleared from guilt, blame, liability or punishment for a criminal or otherwise illegal or wrongful act.
- R. **FRINGE BENEFITS:** A form of compensation for the performance of services such as vacation pay, sick pay, holiday pay or health benefits. This amount is not included in the Earned Credit calculation.
- S. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American or other Spanish culture or origin, regardless of race.
- T. **ILLINOIS workNet/IDES:** State of Illinois program that receives WIA funding to provide program eligibility and suitability assessments to individuals seeking employment, training and supportive services to enhance the individual's success in securing and retaining employment.
- U. **INACTIVE CREDITS:** Earned credit not available for submission due to utilization on a construction bid or superseded by current earned credits.

- V. **NET WAGES PAID:** Gross wages (excluding fringe benefits) paid to the ECP participant(s) from the original hiring contractor/fabricator.
- W. **NEW HIRE BONUS CREDIT:** One-time \$5,000 bid credit earned through the employment of an eligible first-time ECP CANDIDATES and retaining them for not less than 160 hours.
- X. **QUALIFIED:** Individual who meets basic construction employment requirements as identified by the specific trade, unions, local or construction management thereof.
- Y. **REFERRALS:** Individuals referred to contractors by various agencies via community based networks that are determined to be candidates for the ECP, have been determined to meet eligibility criteria, are drug free and are otherwise suitable candidates for construction-related employment opportunities.
- Z. **SUITABILITY:** Illinois workNet provides extensive career counseling modules and counseling and makes an official determination of the likelihood of an individual's success in a particular career choice based on test scores and verbal responses to targeted questions.
- AA. **TOLLWAY:** The Illinois State Toll Highway Authority.
- BB. **TRADITIONALLY UNDERSERVED POPULATIONS:** Groups as identified in the Workforce Investment Act who meet the Workforce Investment Act eligibility criteria and the successor Workforce Innovation and Opportunity Act (WIOA) of July 2014.
- CC. **VETERANS:** Individuals who have served in the U.S. military and are in possession of a DD214 Form.
- DD. **WORKFORCE INVESTMENT OPPORTUNITY ACT (WIOA):** Formally known as the Workforce Investment Act (WIA) originally signed into law in 1998 this act creates and funds services provided through the IDES Illinois workNet. The WIA Act is the predecessor of the WIOA signed into law of July 22, 2014.

IV. EARNED CREDIT PROGRAM INCENTIVES:

All contractors, subcontractors and fabricators interested in participating in the EARNED CREDIT PROGRAM may earn BID CREDITS which may be applied to Tollway construction contracts advertised for public bidding.

Unused ECP BID CREDITS do not expire.

A contractor/fabricator who employs a first-time ECP CANDIDATE shall earn credits for wages paid to the participant. The original ECP participating contractor/fabricator who hired and employed an ECP CANDIDATE as part of the ECP shall earn BID CREDITS for wages paid to the participant up to 5 years as stipulated in Section V. A contractor may re-hire an ECP PARTICIPANT previously terminated and continue to earn credits for that participant. If the ECP PARTICIPANT is not re-hired, a different contractor/fabricator may hire the ECP PARTICIPANT and may become eligible to earn credits for that participant.

As an example: Contractor A hired and employed an ECP CANDIDATE for one year and did not re-hire the ECP PARTICIPANT the following year, the ECP PARTICIPANT may earn credits for Contractor B.

V. CALCULATING EARNED CREDIT:

Interested contractors, subcontractors and fabricators may employ ECP PARTICIPANTS i on any public or private job located within the State of Illinois and accumulate BID CREDITS at the following rates to be applied to future Tollway construction contracts advertised for public bidding:

- A. Operating Engineers and Structural Steel Ironworkers: 50 cents for every dollar of wages paid;
- B. All other skilled trades and fabricators: 40 cents for every dollar of wages paid;
- C. Skilled Laborers: 30 cents for every dollar of wages paid.

Contractors are eligible for a \$5,000 NEW HIRE BONUS CREDIT when they employ eligible first-time ECP CANDIDATES, retain them for not less than 160 hours and provide written documentation of employment and wages paid.

ECP PARTICIPANTS shall be eligible to earn BID CREDITS for a period not to exceed five (5) years from the first date of initial hire by the first contractor participating in the ECP program inclusive of any layoff periods.

As an example: ECP HIRE 1 worked for Contractor A for one (1) year and was laid off for six (6) months. Upon employment with Contractor B, ECP HIRE 1 continues to be eligible to earn BID CREDITS for the remainder of the five (5) year eligibility term (three (3) years and six (6) months).

VI. BIDDING PROCEDURES:

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

Each bid solicitation will have a contract-specific cap as determined by the approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$32,913.00. Any credits applied above and beyond the bid EARNED CREDIT CAP will not be considered.

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

All EARNED CREDIT CERTIFICATES submitted to calculate the bid credit included on Line #2 must be included in the original bid package. All earned credits utilized to become or remain the successful bid 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. The EARNED CREDIT CERTIFICATE will be redeemed up to the amount needed to allow the contractor's bid to be the lowest bid for award of the contract and any unused remaining balance will be returned in the form of a new bid certificate to the contractor.

VII. JOINT VENTURE, SUBCONTRACTOR AND FABRICATOR PARTICIPATION:

Joint Venture partners may independently submit ECP CERTIFICATES towards the joint venture bid subject to the overall ECP CAP. Subcontractors and fabricators may participate in the EARNED

CREDIT PROGRAM as long as they adhere to the requirements specified herein for prime contractors. Subcontractor and fabricator EARNED CREDIT CERTIFICATES may be provided to prime contractors and used/applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control. In the event that a subcontractor becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractor's ECP certificate balance.

For the ECP credits to be considered for utilization toward a bid, the submission must include an ECP certificate owned by the prime bidder.

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

- A. Ensure that the subcontractor and/or fabricator are aware of and have provided permission to the bidder as indicated on the EARNED CREDIT CERTIFICATE to use the EARNED CREDIT CERTIFICATE in the bid solicitation;
- B. Identify the scope of work and dollar amount committed to each subcontractor and/or fabricator where an EARNED CREDIT CERTIFICATE is being calculated in the bid credit;
- C. Ensure that the EARNED CREDIT CERTIFICATE is in ACTIVE mode. (This can be done through checking the Tollway Earned Credit website (www.illinoistollway.com) and click on "Doing Business") prior to submitting EARNED CREDIT CERTIFICATE in a Tollway bid solicitation); and
- D. Ensure that the total amount of EARNED CREDIT CERTIFICATES do not exceed the contract-specific ECP CAP. In the event of a successful bid, the excess credits shall be returned in proportion to what was originally submitted by the prime(s) and subcontractor(s).
- E. The prime contractor shall insert a copy of this ECP Special Provisions in each and every subcontract under this contract and it shall become a material term of the subcontracts.

ECP credits submitted by the prime contractor and/or subcontractor are applied proportionally to the amounts originally submitted on the bid.

VIII. EARNED CREDIT RECORDING:

To calculate a participating firm's BID CREDITS the Contractor is **required** to submit the following information prior to the Tollway's issuance of an EARNED CREDIT CERTIFICATE:

- a. Completed Request for bid certificate (Request for ECP CERTIFICATE - Form 0006) inclusive of ECP CANDIDATE information and NEW HIRE BONUS CREDIT request selection.
- b. Certified Payroll as evidence of wages paid that includes:
 - i. Contractor name
 - ii. Week ending date;
 - iii. Project and location
 - iv. Project or Contract No.
 - v. Name and Individual Identifying Number of Worker—last 4 digits only
 - vi. Work Classification
 - vii. Hours worked
 - viii. Total hours
 - ix. Rate of Pay
 - x. Gross Amount Paid
 - xi. Deductions
 - xii. Total Deductions

- xiii. Net Wages Paid
- xiv. Signature page

ECP credit will only be given for ECP PARTICIPANTS up to 12 months retroactively from the hire date with evidence of WIA eligibility and receipt of documents as provided in section VIII. This period is inclusive of the ECP PARTICIPANT'S five (5) year eligibility period as provided in section V.

All hours worked may be subject to review and confirmed by the Tollway.

Failure to properly substantiate paid wages with the required information as stated in VIII. on Tollway forms will result in a delay of processing and may result in the loss of earned credits. The Contractor shall maintain a record of wages paid to Tollway referrals in accordance with the contract auditing record retention requirements.

IX. PROCEDURE FOR REQUESTING EARNED CREDIT CERTIFICATES:

The participating contractor or fabricator determines whether there are upcoming Tollway bid opportunities that the firm is interested in pursuing as a prime/sub/supplier of fabricated goods; and whether it would like to "cash in" some (or all) of the BID CREDITS earned to date by one (or all) of the ECP PARTICIPANTS employed by the participating firm. The firm confirms the ECP bid certificate is the most current or contacts the Tollway's Diversity Department and makes an official request for a bid certificate as outlined in Section VIII, via e- mail at ecp@getipass.com, fax at 630-271-7548 or postal service at Illinois Tollway – Diversity Earned Credit Program, 2700 Ogden Avenue, Downers Grove, Illinois, 60515

X. ISSUANCE AND TRACKING OF EARNED CREDIT CERTIFICATES:

The EARNED CREDIT CERTIFICATE shall be numbered for tracking purposes, and signed and notarized by the Tollway prior to issuance to the requesting firm. The requesting firm shall receive the requested certificate within the following schedule:

- Contractors requesting new EARNED CREDIT CERTIFICATES for ECP Credit earned in the prior month must submit their certified payroll (as listed in section VIII.B) and supporting information to the Tollway by the 15th of the following month.
- Tollway's schedule for issuing new certificates is as follows:
 1. Monthly requests covering 30 days, submitted by the 15th day of the month will be issued within one week;
 2. All other requests will be considered on a case-by-case basis.

Earned Credits are non-transferable. The original firm issued the EARNED CREDIT CERTIFICATE is the sole owner of the bid credits and shall not transfer, sell, loan or otherwise engage in transactions not specified in this document. ECP Credits transferred as part of merger or acquisition of a firm is allowed.

XI. LONGEVITY OF EARNED CREDIT CERTIFICATES:

EARNED CREDIT CERTIFICATES will be INACTIVE once utilized in a successful bid. Should the same EARNED CREDIT CERTIFICATE be submitted in multiple bids on the same date, the first bid opened containing the EARNED CREDIT CERTIFICATE will be considered for bid. All other bids containing a duplicate EARNED CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bids has been issued; at such time, all duplicate EARNED CREDIT CERTIFICATES will be INACTIVATED as applicable and the remaining bid credit(s) and award criteria will be recalculated for subsequent bids. It is foreseeable that a contractor may apply the same Earned Credit(s) to multiple solicitations that have the same bid opening date. Where multiple solicitations have

the same bid opening date, the Tollway will open bids in numerical order with the lowest project number per the last four digits of the contract, being opened first. The certificate will be redeemed up to the amount needed 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 certificate to the contractor.

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

In the event that a subcontractor becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) and the subcontractor actually utilized ECP credits in the bid process, the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractors ECP certificate balance.

XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES:

Any contractor who knowingly submits an INACTIVE EARNED CREDIT CERTIFICATE shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor who submits a subcontractor/fabricator's EARNED CREDIT CERTIFICATE without the permission of the subcontractor/fabricator and/or without committing to utilizing the subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor found to be reporting EARNED CREDIT PROGRAM wages that were not in fact paid or submitting forged EARNED CREDIT CERTIFICATES shall be permanently barred from participating in the EARNED CREDIT PROGRAM. The Tollway may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.

XIII. POTENTIAL SUPPORTIVE SERVICE INCENTIVES PROVIDED BY ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY/ILLINOIS WORKNET:

Participating contractors and fabricators may be eligible to receive additional incentives from the ECP hires enrolling in the Illinois workNet automated tracking system, Illinois Job Link. The following is a non-exhaustive list of potential reimbursements that the contractor/fabricator may be able to obtain after submission of the necessary receipts/documentation:

- A. Costs associated with mandatory physicals;
- B. Costs associated with mandatory training;
- C. Costs associated with tools, work clothes and work boots; and
- D. Tax incentives associated with hiring specified area codes or group members.

Contractors and fabricators should contact the applicable Illinois workNet for more information. Such reimbursements are not payable by the Tollway.

Situations not outlined in the EARNED CREDIT PROGRAM Special Provisions will be reviewed on a case-by-case basis by Tollway staff.

ILLINOIS TOLLWAY CONTRACT NO.:

RR-17-9199

CONTRACTOR NAME:

E.R. BAILEY, INC

1. PAYMENT TERMS AND CONDITIONS:

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

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State

pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors In Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or

licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ERIC BAKEY 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."
	<i>NO EXCEPTIONS</i>
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	<i>NO EXCEPTIONS</i>

ER BAKEY, INC hereby agrees to the exceptions provided by N/A and to the Additional Terms and Conditions provided by N/A.

Agreed:	Agreed:
By: <u>ERIC BAKEY</u>	By:
Signed: 	Signed:
Position: <u>PRESIDENT</u>	Position:
Date: <u>5/2/2007</u>	Date:

**Subcontractor Information/Delinquent Debt Review
Contractor/Consultant
Sub Contractor/Consultant
FEIN**



5/8/2017 Date: 5/8/2017

Project Number: RR-17-9199

Project Name: SOUTH PARKING LOT IMPROVEMENTS
CENTRAL ADMIN OFFICE, DOWNERS GROVE, ILL, 1-355 POST 15.8

Sub Contractor/Consultant Disclosure.

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

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

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

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

Contractor/Consultant: ER BAKERY, INC

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: ERIC.BAKERY@ERBAKERY.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 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

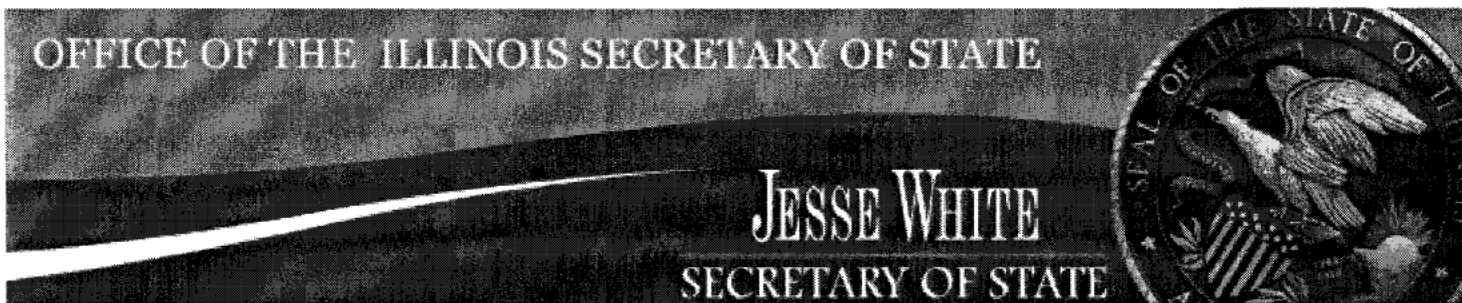
Sub-Contractor(s)	Sub-Contractor FEIN	Address	General Type of Work	Anticipated Amount to be Paid (to extent known)
<u>SE4</u>	[REDACTED]	<u>HAVARD, ILL</u>	<u>HULLING</u>	<u>10,000</u>
<u>EZ TREE SERVICE</u>	[REDACTED]	<u>HAMPSHIRE, ILL</u>	<u>TREE REMOVAL LANDSCAPING</u>	<u>20,000</u>

Signature: [REDACTED]

Date: 5/8/2017

Printed Name: ERIC R. BAKERY

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT



CORPORATION FILE DETAIL REPORT

File Number	62670215		
Entity Name	E.R. BAKEY INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/09/2002	State	ILLINOIS
Agent Name	GREGORY A MACDONALD	Agent Change Date	06/22/2011
Agent Street Address	2300 BARRINGTON RD STE 220	President Name & Address	ERIC R BAKEY 180 S WESTERN AVE #158 CARPENTERSVILLE IL 60110
Agent City	HOFFMAN ESTATES	Secretary Name & Address	ERIC R BAKEY 180 S WESTERN AVE #158 CARPENTERSVILLE IL 60110
Agent Zip	60169	Duration Date	PERPETUAL
Annual Report Filing Date	12/05/2016	For Year	2016
Assumed Name	INACTIVE - ARROW TOPSOIL & MATERIAL INACTIVE - ARROW CONTRACTING, INC. INACTIVE - ARROW LANDSCAPE, INC.		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

OTHER SERVICES

- [File Annual Report](#)
- [Adopting Assumed Name](#)
- [Articles of Amendment Effecting A Name Change](#)
- [Change of Registered Agent and/or Registered Office Address](#)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Mancillas, Pam

From: Gomez, Graciela
Sent: Thursday, May 18, 2017 8:42 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: SE4 - FEIN [REDACTED] -for Contract No RR-17-9199

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:40 05/18/17

ACTION: S

VENDOR NUMBER= [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 05/18/17 AT 08:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Mancillas, Pam

From: Gomez, Graciela
Sent: Thursday, May 18, 2017 8:43 AM
To: Mancillas, Pam
Cc: Gomez, Graciela
Subject: EZ Tree Service- FEIN [REDACTED] - for Contract No RR-17-9199

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 08:41 05/18/17

ACTION: S

VENDOR NUMBER= [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 05/18/17 AT 08:41 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Substance Abuse Prevention
Program Certification
Public Act 95-0635

Contract #

R12-17-9199

Today's
Date

5/8/2015

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.

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

ED BALEY, INC

Contractor

ERIC BALEY, PRESIDENT

Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: [Click here to enter text.](#)

Business Name: E.R. Bakey, Inc.

Taxpayer Identification Number:


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

or

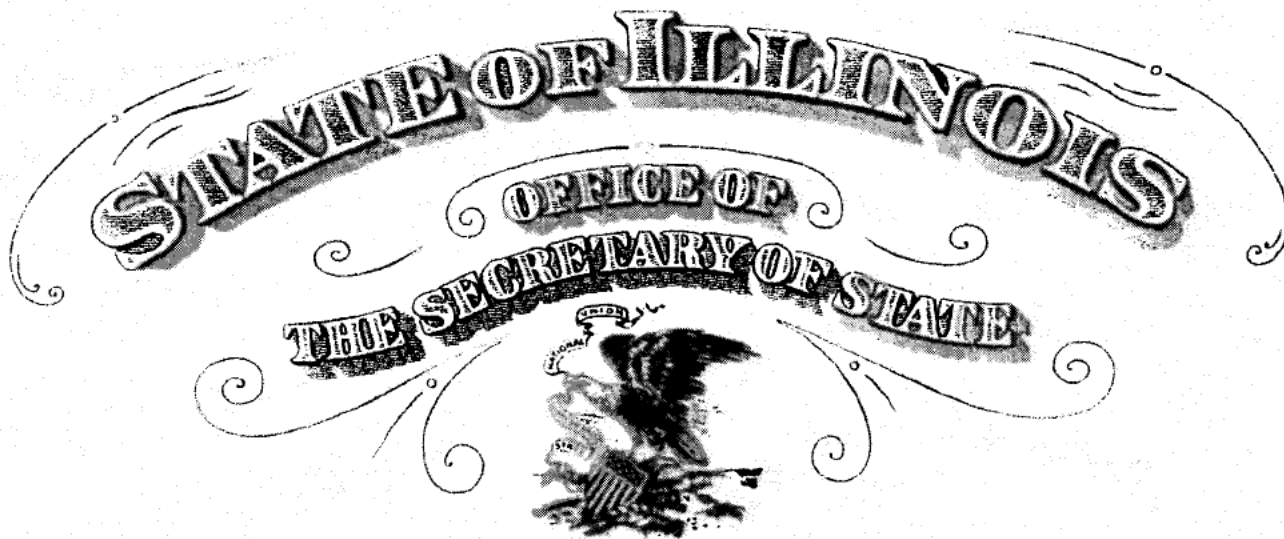
Employer Identification Number: 

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

Signature of Authorized Representative: 

Date: May 9, 2017



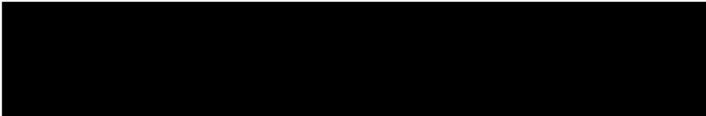
To all to whom these Presents Shall Come, Greeting:

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

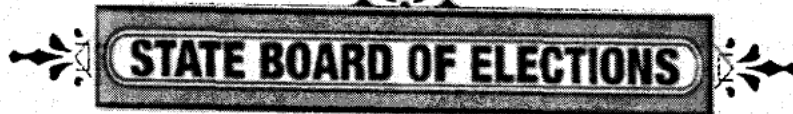
E.R. BAKEY INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 09, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 8TH day of MAY A.D. 2017 .



Certificate of Registration



Registration No. 25849

E.R. BAKEY INC
180 S. WESTERN AVE #158
CARPENTERSVILLE IL 60110

Information for this business last updated on:
Tuesday, August 26, 2014

Certificate produced on Monday, May 08, 2017 at 11:38 AM



Certification: View

Help & Tools 

Certification List

Vendor Information

Business Name	E.R. BAKEY INC.
VendorID	20315634
Primary Owner's Name	Mr. Eric Bakey
Company Type	Corporation
Ethnic Group	Caucasian
Gender	Male

Certification Information

Certifying Agency	State of Illinois Central Management Services
Certification Type	SDVOSB - Service Disabled Veteran Owned Small Business
Effective Date	11/18/2016
Renewal Date	11/18/2017

Contact Information

Main Company Email	ERICBAKEY@ERBAKEY.COM
Main Phone	847-464-5700
Main Fax	847-464-5727
Main Company Website	http://WWW.ERBAKEY.COM

Addresses

Physical Address	180 S. WESTERN AVE# 158 CARPENTERSVILLE, IL 60110
Mailing Address	180 S. WESTERN AVE# 158 CARPENTERSVILLE, IL 60110

Business Capabilities

Business certified for															
Full Description of Capabilities/Products															
Commodity Codes	<table border="0"> <tr> <td>NIGP 90924</td> <td>Building Construction, Commercial and Institutional</td> </tr> <tr> <td>NIGP 91356</td> <td>Construction, Utility/Underground Projects</td> </tr> <tr> <td>NIGP 92678</td> <td>Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation)</td> </tr> <tr> <td>NIGP 96239</td> <td>Hauling Services</td> </tr> <tr> <td>NIGP 96286</td> <td>Transportation of Goods, Shipping and Handling, and Other Freight Services</td> </tr> <tr> <td>NIGP 96842</td> <td>General Construction</td> </tr> <tr> <td>NIGP 96871</td> <td>Solid or Liquid Waste Disposal (Including Management Services) (See 926-45 for Hazardous Waste Disposal)</td> </tr> </table>	NIGP 90924	Building Construction, Commercial and Institutional	NIGP 91356	Construction, Utility/Underground Projects	NIGP 92678	Remediation Services, Environmental (Including Rehabilitation Services Hazardous Waste and Mold Remediation)	NIGP 96239	Hauling Services	NIGP 96286	Transportation of Goods, Shipping and Handling, and Other Freight Services	NIGP 96842	General Construction	NIGP 96871	Solid or Liquid Waste Disposal (Including Management Services) (See 926-45 for Hazardous Waste Disposal)
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NIGP 96871	Solid or Liquid Waste Disposal (Including Management Services) (See 926-45 for Hazardous Waste Disposal)														

Owner Ethnicity and Gender

Ethnic Group	Caucasian
Gender	Male

Location

County **Kane (IL)**

Additional Information

Region **Metro Chicago**

Reciprocal Certification Agency **CVE**

[Certification List](#)

Customer Support

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**180 South Western Avenue, Suite #158
Carpentersville, Illinois 60110
847-464-5700**

Dear ERIC:

Your IPG Vendor Registration has been approved. The State of Illinois appreciates the opportunity to conduct business with a variety of vendors and suppliers.

Vendor Registration Number: 20315634
Business: E.R. BAKEY INC.
Contact: ERIC BAKEY
Submission Date: May 3, 2017

*** SAVE THIS EMAIL FOR FUTURE REFERENCE ***

YOU WILL NEED TO INCLUDE YOUR IPG VENDOR REGISTRATION NUMBER: 20315634 WHEN SUBMITTING A BID TO STATE OF ILLINOIS.

Your Registration will expire on May 4, 2018. Updates on annual basis are required to maintain current contact information and business profiles. You will receive an electronic renewal notice when your registration expires.

Once submitted, registrations cannot be changed. Material changes to registration information require the completion of a new Vendor Registration record. To view current registration information, visit <https://ipg.vendorreg.com/?GO=1153>.

Thank you for your interest in working with the State of Illinois.

If you have any questions please email us at IPG@vendorreg.com.

State of Illinois Chief Procurement Office Illinois Procurement Gateway
401 S Spring Street
Stratton Office Building, Suite 513
Springfield, Illinois 62706
Office: (217) 782-1270



November 18, 2016

Certification Term Expires: November 18, 2017

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

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

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 Minority, Females, and Persons with Disabilities

BEP recognizes and accepts your certification with your host agency. This certification is in effect with the State of Illinois as specified on the above certification term expiration date.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Service Disabled Veteran Owned Small Business (SDVOSB) goals in your area(s) of specialty. 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 90924: BUILDING CONSTRUCTION, COMMERCIAL AND INSTITUTIONAL
- NIGP 91356: CONSTRUCTION, UTILITY/UNDERGROUND PROJECTS
- NIGP 92678: REMEDIATION SERVICES, ENVIRONMENTAL (INCLUDING REHABILITATION SERVICES HAZARDOUS WASTE AND MOLD REMEDIATION)
- NIGP 96239: HAULING SERVICES
- NIGP 96286: TRANSPORTATION OF GOODS, SHIPPING AND HANDLING, AND OTHER FREIGHT SERVICES
- NIGP 96842: GENERAL CONSTRUCTION
- NIGP 96871: SOLID OR LIQUID WASTE DISPOSAL (INCLUDING MANAGEMENT SERVICES) (SEE 926-45 FOR HAZARDOUS WASTE DISPOSAL)

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

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

Sincerely,

Carlos Gutiérrez



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington, DC 20420

November 19, 2015

In Reply Refer To: 00VE

Mr. Eric R. Bakey
E.R. Bakey Inc.
DUNS: 600969906
180 S. Western Ave
Carpentersville, IL 60110

Dear Mr. Bakey:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that E.R. Bakey Inc. has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Veteran business database at www.vip.vetbiz.gov. E.R. Bakey Inc. will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote E.R. Bakey Inc.'s verified status, you may use the following link to download the logo for use on marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_s.jpg

To ensure that E.R. Bakey Inc. is correctly listed in the Vendor Information Pages, check E.R. Bakey Inc.'s profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that E.R. Bakey Inc. is in compliance with the regulation, E.R. Bakey Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in E.R. Bakey Inc. being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to E.R. Bakey Inc.'s verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm E.R. Bakey Inc.'s continued program eligibility.

At any time if E.R. Bakey Inc. discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the U.S. Small Business Administration (SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Vendor Information

CLOSE WINDOW

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

Business Name **E.R. BAKEY INC.**
 Contact Person **ERIC BAKEY**
 Address **180 S. WESTERN AVE# 158**
 > [Map This Address](#) **CARPENTERSVILLE, IL 60110**
 Phone **847-464-5700**
 Fax **847-464-5727**
 Email **ERICBAKEY@ERBAKEY.COM**
 Website **<http://WWW.ERBAKEY.COM>**
 System Vendor Number **20315634**
 Next Renewal **5/4/2018**

Classifications

Small Business Set-Aside Program (SBSP) Registered **Yes**
 Registering as a **Prime & Subcontractor**

NIGP Codes

NIGP Code	Description
NIGP 19246	Ice and Snow Removal Chemicals (See 775-45 for Road Salt)
NIGP 745	Road and Highway Building Materials (Asphaltic)
NIGP 74505	Asphalt, Aggregates
NIGP 75000	ROAD AND HIGHWAY BUILDING MATERIALS
NIGP 77545	Road Maintenance Salt (See Class 192 for Ice Removal Chemicals)
NIGP 909	BUILDING CONSTRUCTION SERVICES, NEW (INCL, MAINTENANCE AND REPAIR SERVICES)
NIGP 90900	BUILDING CONSTRUCTION SERVICES
NIGP 90930	Building Construction (Not Otherwise Classified)
NIGP 90957	Land Development and Sub-Division Services
NIGP 90974	Site Clean-up, Pre-Construction
NIGP 90975	Site Clean-up, Post-Construction
NIGP 90976	Site Work
NIGP 91300	CONSTRUCTION SERVICES, HEAVY
NIGP 91430	Concrete
NIGP 91463	Painting
NIGP 91484	Trade Services, Construction (Not Otherwise Classified)
NIGP 94065	Railroad Construction at Street Intersection (Including Maintenance and Repair)
NIGP 98800	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES



Vendor Registration: View

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

E.R. BAKEY INC.

System Vendor Number: 20315634

2 flags have been added to this record. See below for details.

Show only flagged items.

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	5/3/2017
STATUS	Accepted
REVIEWER	Stephanie Hill
DATE REVIEWED	5/4/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	5/4/2018
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	Yes
REGISTERING AS A	Prime & Subcontractor

Vendor Information

BUSINESS NAME	E.R. BAKEY INC.
PRIMARY CONTACT	ERIC BAKEY (change contact)
PRIMARY CONTACT EMAIL	ERICBAKEY@ERBAKEY.COM
PHONE	847-464-5700
FAX	847-464-5727
COMPANY EMAIL	ERICBAKEY@ERBAKEY.COM
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	180 S. WESTERN AVE# 158 CARPENTERSVILLE, IL 60110

[\[edit address\]](#)



Vendor Registration: View Form

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

E.R. BAKEY INC.

System Vendor Number: 20315634

[Return to Main Form](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	E.R. BAKEY INC.
POINT OF CONTACT	ERIC BAKEY
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	<input type="checkbox"/>
2. NAME OF CEO/BUSINESS OWNER	Eric R. Bakey	<input type="checkbox"/>
3. ANNUAL SALES/GROSS RECEIPTS	1,795,568	<input type="checkbox"/>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	12/09/02	<input type="checkbox"/>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	<input type="checkbox"/>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Eric R. Bakey	<input type="checkbox"/>
CONTACT PERSON TITLE	President	
CONTACT PERSON PHONE	847.464.5700	
CONTACT PERSON EMAIL	ericbakey@erbakey.com	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Business Enterprise Program (BEP) / Veterans Business Program (VBP)Small Business Set-Aside Program (SBSP)	<input type="checkbox"/>
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Vendor Registration: View Form

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

E.R. BAKEY INC.

System Vendor Number: **20315634**

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	E.R. BAKEY INC.
POINT OF CONTACT	ERIC BAKEY
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?	Yes - My business is NOT currently registered in this program and I would like to apply Construction	<input type="checkbox"/>				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: left;">Document</th> <th style="width: 40%; text-align: left;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;"> Required tax documents ER_Bakey.pdf (PDF, 4.76 MB) </td> <td style="padding: 2px;"> Attached by ERIC BAKEY on 5/3/2017 </td> </tr> </tbody> </table>	Document	Status	Required tax documents ER_Bakey.pdf (PDF, 4.76 MB)	Attached by ERIC BAKEY on 5/3/2017	
Document	Status					
Required tax documents ER_Bakey.pdf (PDF, 4.76 MB)	Attached by ERIC BAKEY on 5/3/2017					

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
- Users
- Commodity Codes
- Contacts & Owners
- Comments
- Reviews
- Certifications
- Site Visits
- Registrations

E.R. BAKEY INC.

System Vendor Number: 20315634

[Return to Main Form](#)

Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	E.R. BAKEY INC.
POINT OF CONTACT	<u>ERIC BAKEY</u>
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

- HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR: 4
- SELECT THE DHR STATUS OF YOUR BUSINESS: My business is not required to have a DHR Number because we had fewer than 15 employees at all times within the past year.

E. Authorized to do Business in Illinois

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

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

Refresh list after attaching file(s).



**180 South Western Avenue, Suite #158
Carpentersville, Illinois 60110
847-464-5700**

8 May 2017

RR-17-9199 / Illinois Department of Human Rights (IDHR)

IDHR # 123631-00.

To whom it may concern:

E.R. Bakey has a IDHR# 123631-00.

If you have any questions, please do not hesitate to call me.
Sincerely

Eric Bakey
Eric Bakey, President

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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E.R. BAKEY INC.

System Vendor Number: 20315634

[Return to Main Form](#)

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	E.R. BAKEY INC.
POINT OF CONTACT	ERIC BAKEY
FLAG FORM	Add Flag

F. Certifications

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

Yes

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

N/A

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

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

N/A

20. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

30. 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, I certify my business is registered with BOE.

25849

Additional Information

STAFF ATTACHED FILE(S)

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E.R. BAKEY INC.

System Vendor Number: 20315634

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	E.R. BAKEY INC.
POINT OF CONTACT	ERIC BAKEY
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

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E.R. BAKEY INC.

System Vendor Number: 20315634

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2 flags have been added to this record. See below for details.

Show only flagged items.

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	E.R. BAKEY INC.
POINT OF CONTACT	ERIC BAKEY
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
List of individuals or entities meeting one or more of the listed thresholds. PG Percentage of Ownership and Distributive Income Form 11.docx (DOCX)	Approved by ERIC BAKEY on 5/3/2017

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



Vendor Registration: View Form

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

E.R. BAKEY INC. System Vendor Number: 20315634

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2 dags have been added to this record. See below for details.

Show only dagged items.

Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	5/3/2017
STATUS	Accepted
BUSINESS NAME	E.R. BAKEY INC.
POINT OF CONTACT	ERIC BAKEY
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest					
A.	IDENTIFY THE APPLICABLE ENTITY TYPE. TD				
	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? TD				
	No				
C.	INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST TD				
	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? TD				
	Yes, the information is not publicly available (If any <u>individuals</u> are listed, answer Yes or No to questions 5-8 and 11-20.)				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 70%;">Document</th> <th style="width: 30%;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form(1).docx (DOCX)</td> <td style="padding: 5px;">Attached by ERIC BAKEY on 5/3/2017</td> </tr> </tbody> </table>	Document	Status	List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form(1).docx (DOCX)	Attached by ERIC BAKEY on 5/3/2017
Document	Status				
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form(1).docx (DOCX)	Attached by ERIC BAKEY on 5/3/2017				
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. TD				
	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)?

No

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

No

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

Yes

Eric R. Bakey is employed with IDOT as a Highway Maintainer, Salary 56K per year ↕

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.

Yes

Eric R. Bakey (President) Chapter #7 Bankruptcy case #12-43700, filed 11-02-2012 and discharged 02-08-2013

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Vendor Name: E.R. Bakey inc.

DBA:

INSTRUCTIONS:

- 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.
- 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.
- Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Eric R. Bakey (President) 847.464.5700	180 S. Western Ave. #158 Carpentersville IL, 60110	100% owner	distributive income does not exceed \$106,447.20		
--	---	---------------	---	--	--

CONFLICT OF INTEREST REVIEW AND DETERMINATION

If a vendor or subcontractor discloses any of the relationships identified in Section 50-35(b) of the Procurement Code, the Agency/University must complete this form and submit it to the assigned SPO for further action, which may include forwarding the form to the CPO or the PPB.

Sections I-V must be completed by the Agency/University and must not have any blank responses; if a question is not applicable, complete by stating "N/A".

SECTION I - AGENCY/UNIVERSITY REQUESTING THE REVIEW

Using Agency/University: Illinois State Toll Highway Authority

Contact Person: Paul D. Kovacs

Title: Chief Engineering Officer

Phone: 630-241-6800 x3901

Email: PaulKovacs@getipass.com

SECTION II – VENDOR/SUBCONTRACTOR INFORMATION NEEDING REVIEW

Name of Vendor/Subcontractor: E.R. Bakey, Inc.

Contact Person: Eric R. Bakey

Title: President

Phone: 847-464-5700

Email: ericbakey@erbakey.com

SECTION III – PROPOSED CONTRACT INFORMATION

Describe the proposed contract: See attached.

Procurement Bulletin Reference Number: 22040622 Date Award Posted to Bulletin: not yet published

This is the: Initial Contract Renewal Contract Number: RR-17-9199

Contract/Renewal Estimated Start Date: 7/27/2017 Contract/Renewal Estimated End Date: 12/8/2019

Describe future renewal options (i.e. 1 two-year option): see attached

Total Contract/Renewal Amount: \$ 1,337,864.25 Value is: Actual Estimated

The entity with the potential conflict of interest is the: Prime or Awarded Vendor
 Subcontractor Subcontractor of:
 Parent Parent of:

If this is a conflict of interest review for a subcontractor, what is the estimated value of the subcontract? \$ N/A

What was the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)?

See attached.

SECTION IV - EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

1. Provide the following information for EACH individual identified as having any of the relationships identified in Section 50-35 (b) of the Procurement Code:

Name of individual: **Eric R. Bakey**

Describe the Relationship(s) identified in Form A Step 5 or Form B IPG Form I questions 11-20: **Eric R. Bakey (self)**

Does the relationship disclosed involve an Agency/University State employee: Yes No

If Yes, complete the following:

Start date:

Job title and responsibilities: **Highway Maintainer**

Individual's annual salary: **\$ 56,000.00**

Was this individual in a position to influence the State's award of this contract? Yes No

2. Explain the potential or actual conflict of interest:

See attached.

3. Why is it in the best interest of the agency/university to contract with this vendor despite the potential or actual conflict of interest? **See above described need for this contract.**

4. Has the PPB previously reviewed the potential conflict of interest in the current fiscal year and recommended no further action? Yes No

If yes, describe any change in circumstance and how that might result in a different ruling.

5. What is the funding source for this contract? (check all that apply)

Federal Funds State Appropriated Funds Other (Explain): **Illinois Tollway Capital Program**

SECTION V – AGENCY/UNIVERSITY REPRESENTATIVE CHECKLIST AND SIGNATURE


The following documents are included with this request to the SPO:

- Copy of Agency/University Internal Approval or waiver of the conflict
- Completed and Signed Conflict of Interest Review and Determination Form
- Copy of Proposed Contract (may be the proposed contract sent in with a RFP response, a copy of the solicitation response, etc.)
- Copy of the Disclosure/Certification Documents Submitted by the Vendor
- Prior Procurement Policy Board Conflict of Interest Review Letter for this Vendor

Additional information:

As authorized representative of the Agency/University, I do not view the relationship disclosed above as creating a potential for a conflict of interest based on the circumstance and accordingly request authorization to proceed with the contract.

As authorized representative of the Agency/University, I am submitting this information for review in order to determine whether there is a potential for a conflict based on the described circumstance, and request authorization to proceed with the contract for the reasons stated above.


Agency/University Representative Signature
Paul D. Kovacs

Agency/University Representative Printed Name

Chief Engineering Officer

Agency/University Representative Title
Paul.Kovacs@gelipass.com

Email Address

5/12/17
Date

630-241-6800 x3304

Telephone

SECTION VI – STATE PURCHASING OFFICER REVIEW AND SIGNATURE

- I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract for the supplies or services outlined in this form. [SPO to send signed form to the Agency/University—no referral to CPO or PPB necessary]
- I find the request and justification is not sufficiently clear and needs CPO review and determination whether the disclosed information presents a potential for a conflict of interest. [SPO to forward material to CPO]
- I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. All relationships disclosed under 50-35(b)(1) or (b)(2) are considered as presenting a potential for a conflict. [SPO to scan and email signed copies (keep originals) to: matthew.vonbehren@illinois.gov with cc: to deanna.rossetto@illinois.gov and tonya.wallace@illinois.gov.]

Additional comments:

[Redacted Signature]

SPO Signature
vsantiago@getipass.com
Email Address

Victoria Santiago
SPO Printed Name
630-241-6800 x2336
Telephone

5/15/17
Date

SECTION VII– CHIEF PROCUREMENT OFFICER REVIEW AND SIGNATURE (required if SPO refers to CPO for further review)

- After considering the material provided, I do not view the relationship disclosed above as creating a potential for a conflict of interest. The disclosed relationship does not preclude the Agency/University from entering into the proposed contract. [CPO to send signed form to SPO for distribution to the Agency/University]
- After considering the material provided, I find a potential for a conflict of interest and refer this request to the PPB for review and recommendation. The Agency/University may not enter into the proposed contract pending recommendation of the PPB and subsequent final determination by the CPO. [CPO to scan and email signed copies (not originals) of material provided to the PPB.]

Additional comments:

CPO Signature

Email Address

CPO Printed Name

Telephone

Date

SECTION VIII – PROCUREMENT POLICY BOARD REVIEW AND SIGNATURE (required only if SPO/CPO refers to PPB for further review)

- After careful review of the documentation provided, I do not view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract.
- After careful review of the documentation provided, I view the relationship disclosed above as creating a conflict of interest sufficient to preclude the Agency/University from entering into the proposed contract. The detailed reasons are shown on the attached Recommendation of the Procurement Policy Board. This recommendation shall be forwarded to the Executive Ethics Commission in accordance with Section 50-35(d) of the Procurement Code.

[Redacted Signature]

Procurement Policy Board Signature
matthew.vonbehren@illinois.gov
Email Address

Matthew von Behren
Procurement Policy Board Printed Name
217 785 3988
Telephone

5/15/17
Date

SECTION III – PROPOSED CONTRACT INFORMATION

Describe the proposed contract: The work under this Contract shall consist of: pavement rehabilitation and resurfacing of south parking lot; pavement reconstruction of ramp to eastbound I-88 Ramp; pavement reconstruction of loading dock area and east-west drive; helipad area improvements and parking expansion; drainage improvements; lighting upgrades; architectural improvements at CA Building south entrance; pavement striping; landscaping; incidental work necessary to complete the improvements as indicated in the Contract Documents. The work under this Contract is to be performed on: the Tollway's Central Administration (CA) Building located at 2700 Odgen Avenue in Downers Grove, in DuPage County, Illinois; I-355/Veterans Memorial Tollway (M.P. 19.8).

Describe future renewal options (i.e. 1 two year option): This contract may be 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.

What is the original method of procurement used to select this vendor (RFP, IFB, Small Purchase, Sole Source, Emergency, etc.)? E.R. Bakey, Inc. was selected based on the selection process as solicited through the Tollway's Competitive Bid Process.

SECTION IV – EXPLANATION OF POTENTIAL CONFLICTS OF INTEREST

Explain the potential or actual conflict of interest: In response to question #11, Eric R. Bakey, whose ownership share exceeds the reporting threshold, disclosed he is employed by the Illinois Department of Transportation. His title is Highway Maintainer. Annual salary is \$56,000.00.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

To: Paul Kovacs, P.E.
Chief Engineering Officer

Date: May 11, 2017

From: Christopher P. Arman, Program Director *CPA*

Re: *Contract RR-17-9199, E. R. Bakey, Inc.
Potential Conflict of Interest Form*

E.R. Bakey, the low bidder on contract RR-17-9199 has an owner that is also employed by IDOT. This person also claimed bankruptcy within the past 10 years. E.R. Bakey has participated as a subcontractor on five active tollway contracts as a trucking company and disclosure forms were not required.

Issue #1 - The bankruptcy: This was a personal bankruptcy claimed by the individual (Eric R. Bakey), not the company. The company was able to submit a valid bid guaranty in the form of a cashier's check which was deposited with Finance.

After discussion with Tollway Legal, we were directed to the following section of the Illinois Procurement Code:

(30 ILCS 500/50-35)

Cec. 50-35. Financial disclosure and potential conflicts of interest.

(b-2) The disclosure required under this Section must also include, for each of the persons identified in subsection (b) or (b-1), each of the following that occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. The disclosure under this subsection is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract if the bid or offer is successful.

(c) The disclosure in subsection (b) is not intended to prohibit or prevent any contract. The disclosure is meant to fully and publicly disclose any potential conflict to the chief procurement officers, State purchasing officers, their designees, and executive officers so they may adequately discharge their duty to protect the State.

Issue #2 - Employment by IDOT: This will be sent to the SPO & CPO to be investigated and for review and determination. The Potential Conflict of Interest form is a standard State form that must be completed when a company identifies on their financial disclosures that there may be a potential conflict of interest. This is E.R. Bakey's first bid as a prime which required financial disclosure forms and identified these potential conflicts.

Based upon the firm's bid guaranty and future submittal of the required performance bond, we recommend: 1) acknowledging there was an unrelated personal bankruptcy, and 2) completion of the conflict of interest determination form.

If you have any questions or if we can be of further assistance please let me know.

RR-17-9199

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22040622 Procurement/Contract #: RR-17-9199

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

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

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

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

IPG Registration #: 20315634 IPG Expiration Date: 5/4/2018

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

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

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

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

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

5. Disclosure of Current and Pending Contracts

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISTHA	South Parking Lot Improvements, Central Administration Building, 2700 West Ogden Avenue, Downers Grove IL, Veterans Memorial Tollway (I-355) at M.P. 19.8	Pending	\$1,337,864.25	RR-17-9199
ISTHA	Elgin O'Hare Western Access Tollway, IL 390 at I-490 Interchange Advance Earthwork and South Frontage Roads Construction from MP 16.2 (Supreme Drive) to MP 16.9 (York Road)	Contract	\$350,060.00	I-15-4662
ISTHA	M-7 Reconstruction, Jane Addams Memorial Tollway (I-90) at M.P.15.2, Rockford, IL	Contract	\$50,000.00	RR-16-4258
ISTHA	Inside Roadway and Bridge Reconstruction, Jane Addams Memorial Tollway (I-90) Higgins Road to Roselle Road, M.P. 60.8 to M.P. 65.5	Contract	\$379,500.00	I-15-4233
ISTHA	Inside Roadway and Bridge Reconstruction, Jane Addams Memorial Tollway (I-90) from MP 56.8 (IL Route 25) to MP 60.8 (Higgins Road)	Contract	\$270,000.00	I-15-4232
ISTHA	IL Route 25 Interchange Reconstruction, Jane Addams Memorial Tollway (I-90) from MP 55.8 (East of the Fox River Bridge) to MP 56.7 (West of IL 25)	Contract	\$9,000.00	I-13-4104

6. Signature

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

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: E.R. Bakey, Inc.

Street Address: 180 S. Western Ave. #158

City, State, Zip: Carpentersville, IL 60110

Phone: 847-464-5700

Email: ericbakey@erbakey.com

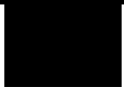
Vendor Contact: Eric Bakey

Signature: _____



Date: 5/9/2017

Printed Name: Eric Bakey



Title: President

IPB Reference Number 22040622

Date Created April 11, 2017

Print Form

SPO Determination Reference Number

Date Created

SPO DETERMINATION FORM

STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL

Agency Name THA - Toll Highway Authority

Estimated Cost of Procurement 1,143,828

Project Title THA: RR-17-9199 - South Parking Lot Improvements, Central Administration Building 2700 West Ogden Ave., Downers Grove, IL. Veterans Memorial Tollway M.P. 19.8

Procurement Method IFB

Small Business Set-Aside (Y/N?) Yes

Brief Description (Include Special Conditions and existing Contract # if any action against an existing contract)

The work under this Contract shall consist of: pavement rehabilitation and resurfacing of south parking lot; pavement reconstruction of ramp to eastbound I-88 Ramp; pavement reconstruction of loading dock area and east-west drive; helipad area improvements and parking expansion; drainage improvements; lighting upgrades; architectural improvements at CA Building south entrance; pavement striping; landscaping; incidental work necessary to complete the improvements as indicated in the Contract Documents. The work is to be performed on: the Tollway's Central Administration (CA) Building located at 2700 Ogden Avenue in Downers Grove, in DuPage County, Illinois; I-355/ Veterans Memorial Tollway (M.P. 19.8).

Critical Contract Dates July 27, 2017 and December 8, 2019

APO Signature verifying submission [Redacted]

Date April 13, 2017

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

(APO should attach any additional documentation that may assist the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Procurement Method

[Empty box for SPO's Comments/Recommendations]

SPO Signature approving method [Redacted]

Date April 21, 2017

STEP #2 SOLICITATION REVIEW AND APPROVAL

IPB Reference Number

22040622

2.1. Agency's Submission of Draft Solicitation Document to SPO

APO Signature verifying submission

[Redacted Signature]

Date

April 13, 2017

SPO Signature verifying receipt

[Redacted Signature]

Date

[Redacted Date]

SPO Signature denying approval

[Redacted Signature]

Date

[Redacted Date]

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Solicitation

[Large empty box for SPO's Comments/Recommendations]

2.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

[Redacted Signature]

Date

[Redacted Date]

SPO Signature verifying receipt

[Redacted Signature]

Date

[Redacted Date]

2.3. SPO's Publishing of Solicitation on Illinois Procurement Bulletin

SPO Signature approving Draft Solicitation

[Redacted Signature]

Date

April 21, 2017

Date Published

April 12, 2017

Date Opening

May 9, 2017

STEP #3 AWARD REVIEW AND APPROVAL

IPB Reference Number

22040622

3.1. Agency's Request to Award

Award Type

Contract Award Notice

Date Created

May 22, 2017

APO Signature verifying submission



Date

May 23, 2017

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

(APO shall attach additional documentation that assists the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Request to Award

May 2017 Board Item: E.R. Bakey, Inc.
Award Amount: \$1,337,864.25
Disclosures Approved: 5/15/17
Pending Board Approval

3.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

3.3. SPO's Approval of Award

SPO's Signature approving Award



Date

May 24, 2017

Date Published

May 24, 2017

Date Closing

June 7, 2017

3.4. SPO's Reasons for Contract Award Decision

The SPO sets forth the reasoning for the contract award decision by checking the appropriate box below.

- The rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.
- The contract was procured through the Invitation for Bid process, and the contract has been awarded to the lowest priced responsive and responsible bidder.
The contract is a change order where the circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract and reasonable in size and scope, or the change is in the best interest of the State. The change order is based on the purchasing agency's justification.
- The contract is an amendment germane to the original contract, reasonable in size and scope, and in the best interest of the State. The award decision is based on the purchasing agency's justification.
- The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency's justification.
- Other (Description here)

STEP #4 CONTRACT REVIEW AND APPROVAL

IPB Reference Number

22040622

4.1. Agency's Provision of Contract to SPO

Contract Number

RR-17-9199

APO Signature verifying submission



Date August 4, 2017

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

SPO's Comments/Recommendations regarding Approval/Disapproval of Contract:

4.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

4.3. SPO's Approval for Contract Execution

SPO's Signature approving Contract



Date August 7, 2017

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-17-9199 (USE BLACK INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 25th, May 2017 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and E.R. Bakey Inc.

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

(* DELETE ALL LINES THAT DO NOT APPLY)

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

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

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

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

AGREEMENT

CONTRACT NO: RR-17-9199

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of _____, _____, 2017 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and _____

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

(* DELETE ALL LINES THAT DO NOT APPLY)

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

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Standard Specifications.
8. The Bid.
9. The Instructions to Bidders.
10. 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: RR-17-9199

CONTRACT BOND AGREEMENT

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

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

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

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

DEFINITIONS

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

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until December 8, 2017, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date December 8, 2019.

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

CONTRACT NO: RR-17-9199

LIABILITY OF JOINT VENTURE

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

PERFORMANCE OF THE WORK

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

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

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

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

CONSIDERATION

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

ASSIGNMENT

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

CONTRACT NO: RR-17-9199

COVENANT AGAINST CONTINGENT FEES

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

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

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

COMPTROLLER REQUIREMENTS FOR CONTRACTS

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

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

FREEDOM OF INFORMATION ACT

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

GOVERNING LAW; EXCLUSIVE JURISDICTION

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

CONTRACT NO: RR-17-9199
NOTICE

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to the **E. R. Bakey, Inc.** at:

180 S. Western Ave. #158

Carpentersville, IL 60110

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

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

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

Agreed By

President

Eric R. Bakey

Date

9 Jun 17

Printed Name as Signed Above

ATTEST:

Secretary

Eric R. Bakey

(Seal)

Printed Name as Signed Above

APPROVED:

Robert Schinnerstrom, Chairman / Greg Bedalov, Executive Director

Date

8/14/17

APPROVED:

Michael Colsch, Chief of Finance

Date

8/10/17

APPROVED:

David Gelberg, General Counsel

Date

8/8/17

ELIZABETH OPLAWSKI, ACTING

Approved as to Form and Constitutionality

Robert Lane, Attorney General, State of Illinois

Date

STAG

8/8/17

Tiffany B. Schaller

CORPORATION SIGNATURE FORM

By unanimous consent in lieu of a special meeting on June 5, 2017
the sole director of E.R. Bakey, Inc. adopted the following Resolution:
(Name of Corporation)

"BE IT RESOLVED that Eric Bakey
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

E.R. Bakey, Inc.

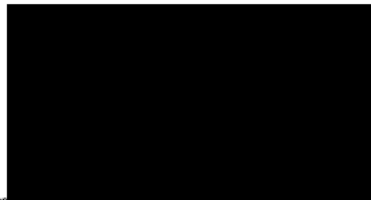
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority's Contract No. RR-17-9199."

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

(Corporate Seal)

5 Jun 17
Date



Eric Bakey Secretary

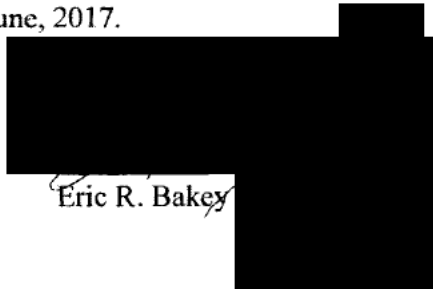
**ACTION BY THE SOLE DIRECTOR
IN LIEU OF A SPECIAL MEETING
OF
E. R. BAKEY INC.**

The undersigned, being the sole Director of E. R. BAKEY INC., an Illinois corporation (the "Corporation"), pursuant to §8.45 of the Illinois Business Corporation Act of 1983, as amended, does hereby take the following actions, in lieu of a special meeting, and waives all notice pursuant to § 7.20 of that Act:

RESOLVED, that the Corporation is authorized to enter into agreements with any parties relating to the Illinois State Toll Highway Authority Contract No. RR-17-9199 upon terms acceptable to the President of the Corporation, and

FURTHER RESOLVED, that Eric Bakey is authorized to execute any and all documents on behalf of the Corporation that are necessary or desirable to implement the intention of this resolution, in any corporate capacity and his prior acts in connection with the above contract are hereby ratified, approved and affirmed.

IN WITNESS WHEREOF, the undersigned, being the sole Director, has executed this Memorandum of Action as of the 5 day of June, 2017.

A large black rectangular redaction box covers the signature area, obscuring the name and any handwritten notes or dates.

Eric R. Bakey

Being the sole Director of
E. R. BAKEY INC.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>E. R. BARRY INC</i>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <i>180 S. WESTERN AVE 158</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>CARPENTERSVILLE IL 60110</i>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
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or											
Employer identification number											

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ <i>7 JUN 17</i>
------------------	----------------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Department of Treasury
Internal Revenue Service
Cincinnati OH 45999-0038

Notice	CP261
Notice date	March 28, 2016
Employer ID number	[REDACTED]
To contact us	Phone 1-800-829-0115

Page 1 of 3

077182.491626.335275.23364 1 AT 0.416 536
[Barcode]

E R BAKEY INC
% ERIC BAKEY
180 S WESTERN AVE 158
CARPENTERSVILLE IL 60110-1738



077182

We've accepted your S corporation election

You will be treated as an S corporation starting January 1, 2016

We've accepted your S corporation election. As a result, your tax year will end in December, and you will be treated as an S corporation starting January 1, 2016.

What you need to do

You don't need to take any action.

Review this notice to understand some of your obligations and responsibilities as an S corporation.

Continued on back...



E R BAKEY INC
% ERIC BAKEY
180 S WESTERN AVE 158
CARPENTERSVILLE IL 60110-1738

Notice	CP261
Notice date	March 28, 2016
Employer ID number	[REDACTED]

Contact information

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0038

If your address has changed, please call 1-800-829-0115 or visit www.irs.gov.

Please check here if you've included any correspondence. Write your Employer ID number [REDACTED] on any correspondence.

a.m. p.m.

Primary Phone _____ Best time to call _____ Secondary Phone _____ Best time to call _____

[Barcode]



JS 00 2 000000



Cinium Underwriter Services Group
444 Brickell Avenue, Suite 701
Miami, Florida 33131
(855) 4-CINIUM (855-424-6486)
www.cinium.com

July 27, 2017

VIA FEDEX

Re: Your Performance & Payment Bonds

Dear Contractor:

Enclosed please find original copies of the performance and payment bonds for your requested project, along with a copy of the Directive of Draw Proceeds, which is to be submitted to the obligee with the bonds.

Cinium Risk Management, who will serve as the funds administrator for this project, will be in further contact with you to make the appropriate arrangements regarding the funds disbursement process.

In the meantime, should you have any questions, please do not hesitate to contact us. We thank you for this bonding opportunity and look forward to continuing to work with you.

Sincerely,

Cinium Underwriter Services Group

Enc.

E.R. Bakey Inc.

7/26/2017

From: Eric R. Bakey

E.R. Bakey Inc.
180 S. Western Ave #158
Carpentersville, IL 60110

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

Thank you for awarding E.R. Bakey Inc. the contract for Illinois State Toll Highway Authority South Parking, (Downers Grove, IL). We are looking forward to successfully completing this project.

Please note that E.R. Bakey Inc. has applied to Accredited Surety and Casualty Company, Inc. for the issuance of Payment and/or Performance Bonds ("Bonds") as required by the language of the contract between E.R. Bakey Inc. and Illinois State Toll Highway Authority, identified as Contract for Illinois State Toll Highway Authority South Parking, (Downers Grove, IL) ("Contract").

As an express condition precedent to the issuance of Payment and/or Performance Bonds (the "Bonds") by Accredited Surety and Casualty Company, Inc. to E.R. Bakey Inc. for the Contract, E.R. Bakey Inc. has executed a General Agreement of Indemnity.

As a further express condition precedent to the issuance of the Bonds, Accredited Surety and Casualty Company, Inc. requires E.R. Bakey Inc. to: (a) employ Cinium Risk Management, LLC as project accountant ("Project Accountant") to control the disbursement of Payments made or to be made by Illinois State Toll Highway Authority for labor, materials and/or services provided by E.R. Bakey Inc. pursuant to the Contract ("Contract Funds"); and (b) ensure that Contract Funds are paid strictly in accordance with the terms of this Agreement. The Project Accounting Agreement between Contractor and Project Accountant requires that the payment of all Contract Funds, including but not limited to the payment of all monies under the Contract, the payment of monies under change orders, modifications and amendments to the Contract, and the payment of Contract retainage, interest or claim proceeds, if any, be made payable to Project Accountant or E.R. Bakey Inc. to be deposited into E.R. Bakey Inc.'s Project Accounting Account and disbursed in accordance with the terms of a Project Accounting Agreement.

Therefore, in consideration of the foregoing and for other good and valuable consideration, the Illinois State Toll Highway Authority and E.R. Bakey Inc. agree to make payment of Contract Funds as follows:

E.R. Bakey Inc.

Illinois State Toll Highway Authority shall make payment of any Contract Funds due to E.R. Bakey Inc., payable in the name of Cinium Risk Management, LLC or E.R. Bakey Inc..

Illinois State Toll Highway Authority shall submit all payments of Contract Funds to Cinium Risk Management, LLC exclusively and by one of the following means at one of the following participating locations:

For funds sent via <u>U.S. Postal Regular Mail</u>: Cinium Risk Management, LLC M&T Bank Lockbox PO Box 8000 Dept. #717 Buffalo, NY 14267	For funds sent via <u>Overnight/Express Mail Courier</u>: Cinium Risk Management, LLC M&T Bank Lockbox 8000717 626 Commerce Drive Amherst, NY 14228
For funds sent via <u>Wire Transfer</u>: Bank: M&T Bank 4446 State Route 42, Monticello, NY 12701 (845) 794-6798 ABA: 022 000 046 Account: Cinium Risk Management, LLC Project Accounting Account Account #: 9861135458 Reference: E.R. Bakey Inc.; Illinois State Toll Highway Authority South Parking, (Downers Grove, IL)	

Illinois State Toll Highway Authority and E.R. Bakey Inc. agree that all payments made as directed above shall be deemed to be payments to E.R. Bakey Inc. under the Contract, as if made directly to E.R. Bakey Inc..

Illinois State Toll Highway Authority agrees to pay Contract Funds strictly accordance with the terms of this Agreement.

Nothing in this Agreement amends or alters any of E.R. Bakey Inc.'s obligations under the Contract and General Agreement of Indemnity, and E.R. Bakey Inc. covenants to perform the Contract and General Agreement of Indemnity in accordance with their terms.

E.R. Bakey Inc. releases, defends and indemnifies Illinois State Toll Highway Authority from and against any and all damages, costs, liabilities and claims arising from or in connection with this Agreement.

E.R. Bakey Inc. agrees that in the event that any payment of Contract Funds is received by E.R. Bakey Inc., E.R. Bakey Inc. will forward said payment to a Cinium Risk Management, LLC lock box as specified above, within five days of receipt of the Contract Funds.

E.R. Bakey Inc.

Illinois State Toll Highway Authority and E.R. Bakey Inc. agree that as long as the Bonds are in effect or any part of Illinois State Toll Highway Authority's payment obligations under the Contract remain unperformed, this Agreement may not be modified or altered except by an instrument in writing signed by Accredited Surety and Casualty Company, Inc..

This Agreement shall have no effect and shall be null and void unless and until one or more Bonds have been executed by Accredited Surety and Casualty Company, Inc. in connection with the Contract.


Illinois State Toll Highway Authority and E.R. Bakey Inc. agree to abide by the terms of this Agreement and set forth their acceptance of each of the terms and conditions of this Agreement by signing their names in the spaces provided below.

Sincerely,

Eric R. Bakey
President,
E.R. Bakey Inc.

Agreed and Consented to:

Illinois State Toll Highway Authority

By: 

Printed Name: PAUL D. KOVACS, P.E.

Title: CHIEF ENGINEERING OFFICER

Phone: 630-241-6800 x 3901

E.R. Bakey Inc.

By:  26 Jun 17

Printed Name: ERIC R. BAKEY

Title: PRESIDENT

Phone: 847.464.5700

Cinium Risk Management


Jeffrey Camp

President and CEO

855-4-CINIUM

Lanzo, Paul

From: Tim Kirk <timkirk7@comcast.net>
Sent: Monday, July 31, 2017 12:55 PM
To: Lanzo, Paul
Cc: Eric Bakey
Subject: Re: RR-17-9199; Insurance Documentation
Attachments: Cinium and Accredited info.pdf; ER Bakey_EB_9199-PerfPymtBonds_07272017 issued.PDF; ER directive of draws.PDF

See attached:

- 1) Information on Jeff Camp who signed the directive of draws. He is the President of Cinium and his phone # is 786-353-0301 ext. 6030
- 2) Information on Accredited Surety showing it has a relationship with Cinium and showing they are rated "A- Excellent" by A.M. Best.
- 3) Page from the circular 570 showing Accredited Surety is admitted in Illinois and has a Treasury limit of \$2,307,000.

Jonathon Farrow was named on the power of attorney and he signed the bonds as attorney in fact for Accredited Surety. His number is 786-353-0301 ext. 6015.

I don't think the Surety would have sent a bond with just a copy of Jonathon's signature, but I am double checking with them. Are you sure it's a copy of his signature ? Did Eric or someone from the Toll authority make a copy of the bond and accidentally mix up the original with the copy ?

Cinium is the managing general agent for Accredited and they have the full authority to approve and issue bonds and settle claims.

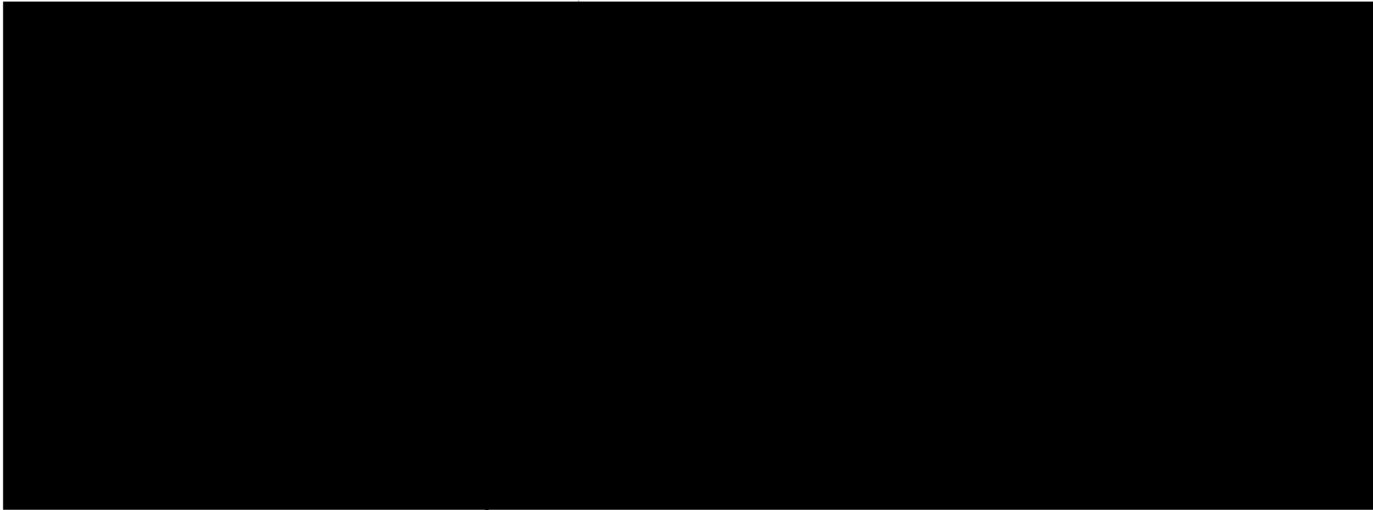
Tim Kirk
American Surety Agency
15814 Lower Lake Dr.
Cypress TX 77433
timkirk7@gmail.com
281-373-5656

From: Lanzo, Paul



Board of Directors

Jeffrey Camp
PRESIDENT & CEO



Adam Barron
DIRECTOR



James Roberts
DIRECTOR



Jim Giordano
DIRECTOR



OUR VALUES

BOARD OF DIRECTORS

We use cookies to track usage and preferences. I Understand ()
Privacy Policy (/terms-conditions-of-use-and-privacy-policy/)

Accredited

Surety and Casualty Company, Inc.

(<http://www.accredited-inc.com/>)

Menu

Home (<http://www.accredited-inc.com>) > News & Events (<http://www.accredited-inc.com/news/>)

> News (<http://www.accredited-inc.com/category/news/>) > Accredited Announces Agreement with Cinium Financial Services Corp.

NEWS AND EVENTS



Accredited Announces Agreement with Cinium Financial Services Corp.

January 19, 2017

News (<http://www.accredited-inc.com/category/news/>)

Accredited Surety and Casualty Company, Inc. ("ASC"), a subsidiary of Randall & Quilter ("R&Q"), is pleased to announce it has entered into an agreement with Cinium Financial Services Corp. ("Cinium"). Cinium specializes in providing surety bonds to small and mid-size companies in the "non-standard" surety market. ASC will retain a small percentage of the business combined with A rated reinsurance.

Accredited Surety and Casualty Company, Inc. is a Florida domiciled property and casualty insurance company. It is rated "A- Excellent" by A.M. Best. ASC was purchased in

November 2014 by Randall & Quilter as part of its strategy to underwrite admitted business in the United States.

Ken Randall Chairman and Chief Executive Officer of R&Q, commented:

“We have successfully launched the first phase of our plan to broaden the business model for Accredited, which was acquired by the Group at the end of 2014. Accredited is authorised to underwrite a wide range of domestic insurance business across the USA.

With the support of a number of highly rated domestic, Lloyd’s and international reinsurers, our aim is to generate sustainable service fee income for the group. I believe that Accredited has the potential to become a meaningful source of income for Lloyd’s and other international reinsurers who are not authorised to underwrite such domestic USA business.

We see significant growth potential for Accredited and we expect to be making further announcements in due course, as and when specific transactions have been concluded.”

Click to download the full Press Release (</wp-content/uploads/2017/05/Accredited-Agreement-Final.pdf>)



(<http://www.accredited-inc.com/>)

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Part of the Randall & Quilter Investment Holdings Ltd. (<http://www.rqih.com/>) group of companies

Sitemap (<http://www.accredited-inc.com/sitemap/>)

| Terms & Conditions of Use and Privacy Policy (<http://www.accredited-inc.com/terms-conditions-of-use-and-privacy-policy/>)

| Contact Us (<http://www.accredited-inc.com/contact-us/>)



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- [Navigating Our Site](#)
- [Regulations and Guidance](#)
- [Surety Bonds](#)
- [Background](#)
- [Getting Started](#)
- [Certified Companies](#)
- [Admitted Reinsurers](#)
- [Sureties Listing](#)
- [Forms](#)
- [Regulations & Guidance](#)
- [Correspondence](#)
- [Contacts](#)
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- [Taxpayer Identification Number \(TIN\) Policy](#)



Department of the Treasury's Listing of Certified Companies

- [Certified Companies](#)
- [Certified Reinsurer Companies](#)
- [Footnotes](#)
- [Notes](#)
- [States Insurance Departments](#)
- [Supplemental Changes to Circular 570](#)

Download the complete listing of [Certified Companies](#) (146 KB)

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

A

Updated July 1, 2017

ACCREDITED SURETY AND CASUALTY COMPANY, INC. (NAIC #26379)

BUSINESS ADDRESS: PO Box 140855, Orlando, FL 32814. PHONE: (407) 629-2131. UNDERWRITING LIMITATION b/: \$2,307,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

ACE American Insurance Company (NAIC #22667)

BUSINESS ADDRESS: 436 Walnut Street P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$281,237,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ACE Property and Casualty Insurance Company (NAIC #20699)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$215,758,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ACSTAR INSURANCE COMPANY (NAIC #22950)

BUSINESS ADDRESS: 30 SOUTH ROAD, FARMINGTON, CT 06032. PHONE: (860) 415-8400. UNDERWRITING LIMITATION b/: \$2,712,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Aegis Security Insurance Company (NAIC #33898)

BUSINESS ADDRESS: P.O. Box 3153, Harrisburg, PA 17105. PHONE: (717) 657-9671. UNDERWRITING LIMITATION b/: \$5,554,000. SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ALL AMERICA INSURANCE COMPANY (NAIC #20222)

BUSINESS ADDRESS: P.O. BOX 351, VAN WERT, OH 45891 - 0351. PHONE: (419) 238-1010. UNDERWRITING LIMITATION b/: \$15,262,000. SURETY LICENSES c/f/: AZ, AR, CA, CO, CT, GA, ID, IL, IN,

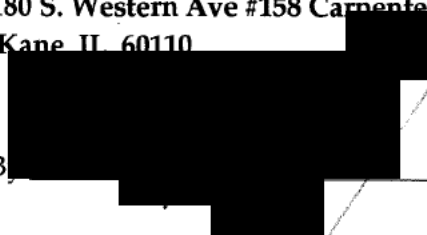
[Translate](#)

DIRECTIVE OF DRAW PROCEEDS

Acknowledgement Form

For funds sent via <u>U.S. Postal Regular Mail:</u> Cinium Financial Services, Corp. M&T Bank Lockbox PO Box 8000 Dept. #717 Buffalo, NY 14267	For funds sent via <u>Overnight/Express Mail Courier:</u> Cinium Financial Services, Corp. M&T Bank Lockbox 8000717 626 Commerce Drive Amherst, NY 14228
For funds sent via <u>Wire Transfer:</u> Bank: M&T Bank 4446 State Route 42, Monticello, NY 12701 (845) 794-6798 ABA: 022 000 046 Account: Cinium Financial Services, Corp. Account #: 9861135458 Reference: Project Description: Contract # RR-17-9199 - South Parking Lot Improvements, Central Administration Building, 2700 West Ogden Avenue, Downers Grove IL.	

By countersignature below, you acknowledge to comply with this directive of draw proceeds. Our directive and this acknowledgment by you can only be changed by the written directive of **Eric Bakey** accompanied by the written and properly notarized consent of Cinium Financial Services, Corp.

E.R. Bakey, Inc Eric Bakey, President 180 S. Western Ave #158 Carpentersville Kane IL 60110 By:  Printed Name: <u>Eric Bakey</u> Title: <u>President</u>	The Illinois State Toll Highway Authority Central Administration Building 2700 West Ogden Avenue Downers Grove IL By: _____ Printed Name: _____ Title: _____ Phone: _____ Email: _____
---	--

Contractor Acknowledgement of Bid Amount Restriction

July 17, 2017

E.R. Bakey Inc.
180 S. Western Ave #158
Carpentersville, IL 60110

Dear E.R. Bakey Inc.:

Upon your request and the underwriting approval of the Surety, the Surety will be issuing bid bonds in reliance upon the Bid Amount you specify. The Surety reserves all of its rights regarding the issuance of the final payment and performance bonds based upon the mutual understanding of you and the Surety that **the final amount of your bid will be within twenty percent (20%) of the Bid Amount represented by you in your Bond Initiation Form (BIF)**. In addition, it is your responsibility to notify the owner (bond obligee) that the contract and bonds will be subject to mandatory project accounting, and you will be responsible for securing a directive of draw proceeds prior to issuance of the final bonds.

Should you seek to submit a bid for a project in an amount that is lower than 20% of the Bid Amount requested in your BIF, you acknowledge that you will not do so without the express written consent of the Surety. Such consent can be requested by emailing underwriting@cinium.com.

You are further reminded that Cinium and the Surety are required under state law to report any actions by any parties, which we reasonably believe, constitute insurance fraud or other criminal acts related to the business of insurance.

Yours truly,

Cinium Underwriter Services Group

CONTRACTOR ACKNOWLEDGEMENT:

NOTARY PUBLIC

ATTESTED: Sworn and subscribed to

before me on the 17th day of
JULY, 2017

Signature _____



E.R. Bakey Inc. _____

By: _____

Printed Name: Ernie R. Bakey

Title: President

MASTER PROJECT ACCOUNTING AGREEMENT

This Agreement ("Project Accounting Agreement") is entered into by and between **E.R. Bakey Inc.** (hereinafter referred to as "Contractor") and Cinium Risk Management, LLC (hereinafter referred to as "CRM") as of _____ ("Effective Date") and is intended and shall be deemed to apply to all construction projects and contracts for which: a) surety bond(s) of any type are provided Accredited Surety and Casualty Company, Inc. on behalf of Contractor and/or b) Requisition Cash Advances or Working Capital Advances are made by CRM to Contractor pursuant to Section 4.17 of this Agreement.

1. **Contracts:** Contractor has entered into a contract (the "Contract") with a party ("Obligee") for construction services ("Contractor's Work") to be incorporated into a certain project (the "Project"). The term "Obligee" is intended to refer to the party with whom Contractor contracts to provide Contractor's Work, whether or not a surety bond is issued by "Surety" as defined in this Agreement and shall apply also to those Projects on which CRM provides Requisition Cash Advances or Working Capital Advances. The Contract requires Contractor to perform Contractor's Work in accordance with certain plans, specifications and other documents incorporated into or described in the Contract which together constitute the Contract Documents ("Contract Documents").

2. **Bonding Requirements:** The Contract may require that Contractor has or will, as named Principal, execute payment and performance bonds ("Surety Bonds") provided by Accredited Surety and Casualty Company, Inc. ("Surety"). As an express condition precedent to issuance of the Surety Bonds, Surety requires the services of CRM be utilized as provided in this Project Accounting Agreement to administer all payments made by Obligee for Contractor's Work.

2.1 Contractor requests CRM to act as Project Accountant to provide the services set forth in this Project Accounting Agreement and acknowledges that Contractor will receive benefits from CRM's services and that it is receiving valid and sufficient consideration, including but not limited to issuance of the Surety Bonds by Surety and/or the issuance of Requisition Cash Advances or Working Capital Advances to Contractor, to render this Project Accounting Agreement fully enforceable. Contractor agrees that for its basic services CRM shall be entitled to a fee equal to a percentage of the total Contract Funds administered in this agreement, plus any extraordinary costs and expenses, as more specifically described in Section 8 of this Agreement. Such percentage fee shall be determined at the time of approval of Contractor's application for surety or credit and shall be disclosed to Contractor as part of the terms and conditions of the extension of surety or credit.

2.2 Contractor requests that CRM receive and disburse all funds paid by Obligee for Contractor's Work, including all progress payments, change orders, retainage, bonuses, equitable or other adjustments, claims, or any other sums which become payable by Obligee for Contractor's Work (the "Contract Funds").

2.3 Contractor agrees to direct Obligee to issue all payments described as Contract Funds herein directly to Cinium Risk Management, LLC as named payee. The Contractor's direction shall be in the form of the Irrevocable Directive of Draw Proceeds attached hereto as Exhibit "A-1" or "A-2" or such other form as is acceptable to Surety and CRM. Contractor agrees that in the event any Contract Funds are paid directly to Contractor it will immediately notify CRM and forward such funds to CRM with Contractor's endorsement and take such additional steps as may reasonably be required by CRM to permit CRM to deposit and administer such funds. Contractor expressly authorizes CRM to endorse and deposit on

Contractor's behalf any payments issued in Contractor's name into the Project Accounting Account (as hereinafter defined) and to communicate the requirements of this Agreement with, and send a copy of the Irrevocable Directive of Draw Proceeds directly to, Oblige on Contractor's behalf. Contractor understands and agrees that CRM may in the event of direct payments to Contractor notify Surety to issue a notice to Oblige to cease all further payments until such funds are properly directed to CRM and forward to Oblige Contractor's Acknowledgment and Stop Payment Notice in the form executed by Contractor as Exhibit "C".

2.4 Contractor agrees that CRM shall, subject to the terms of this Agreement, deposit all Contract Funds into an account maintained by it for deposit and administration of contract funds on projects ("Project Accounting Account") bonded by Surety, will properly track and account for said funds but will pay no interest on the Contract Funds and assumes no responsibility for the earning of any income thereon.

3. Documents Required from Contractor: In addition to any documents required by the terms of Section 4 of this Project Accounting Agreement concerning disbursement of Contract Funds, Contractor shall promptly provide to CRM the following documents (unless, upon request by Contractor CRM in its sole discretion expressly waives such requirement):

3.1 Copies of all Contract Documents, including an executed copy of the Contract, general and special conditions, exhibits, attachments, plans, specifications, and any addenda or amendments.

3.2 Contractor's original detailed bid.

3.3 All construction schedules detailing timeframes for Contractor's Work, including proposed interim and final completion dates for each activity and for the Project in general.

3.4 Any Schedule of Values, including designation of any cost codes or other identifying numbers or descriptors to be used by Contractor for project billings for Contractor's Work and any purchase orders, subcontracts, cost analyses of materials and labor, and any other documents reasonably requested by CRM to assist it in performance of its services under this Agreement.

3.5 A Job Cost Breakdown which shall include:

3.5.1 A listing of all Subcontractors, suppliers, equipment rental providers or others to be employed or utilized by Contractor on the Project with the contract price and/or value of the services or goods to be provided by each such party, a statement of the Contractor's anticipated profit, and listing for each such Subcontractor, supplier, or other party of their addresses, telephone numbers and respective contact persons;

3.5.2 A listing of the budgeted direct labor and labor burden costs to be incurred by Contractor;

3.5.3 Contractor's budgeted Overhead and Profit which shall be in such amount as when added to the totals provided in Sections 3.5.1 and 3.5.2 shall at all times be equal to the Schedule of Values for the Project which itself shall be kept current with and equal to the total contract price for Contractor's Work, as adjusted by approved change orders or other additions in accordance with the terms of the Contract; and

3.5.4 For each item of labor, materials, subcontractor or supplier Contractor shall provide a specific cost code identifying number which shall correspond with the appropriate Schedule of Value item.

3.6 During the course of the Project, Contractor shall promptly provide to CRM copies of any of the following documents related to Contractor's Work:

3.6.1 Any amendments to the Contract;

3.6.2 All requests for Change Orders and all approved and fully executed Change Orders which increase or decrease the value of the Contract or the time for performance of Contractor's Work;

3.6.3 A breakdown by cost code or other identifying number of any Change Order which correlates to the updated schedule of values and progress billings for Contractor's Work;

3.6.4 An updated job cost breakdown as required by Section 3.5 herein reflecting any additions, deletions or other changes in the Project;

3.6.5 An updated schedule of values and any updated construction schedule showing changes in completion of activities;

3.6.6 All Contractor's monthly billings, including supporting documentation;

3.6.7 Any additional subcontract agreements or purchase orders not previously provided and any approved Change Orders to any new or existing subcontracts or purchase orders supporting the amounts listed on the most current and updated revised schedule of values and job cost breakdown; and

3.6.8 Within five days of receipt, any preliminary notices, claims of lien, or other notices or documents relating to the supply or nonpayment for labor or materials on the Project.

3.7 Any stop notices, demands or other documents indicating any dispute with Obligee. Additionally, Contractor shall immediately notify CRM of any such dispute, disagreement, rejection of proposed Change Order or other reason that Contractor's progress request may be delayed or rejected. Within five days of receipt Contractor shall provide a copy to CRM of any filed complaints or demands for arbitration served upon Contractor.

3.8 Contractor will promptly provide to CRM any other documentation reasonably necessary to facilitate CRM's project accounting services and, upon request, Contractor shall provide CRM and/or Surety and their authorized representatives with full and complete access to all books, records, and other documents related to the Project.

4. Disbursement of Funds: Contractor agrees to comply with the Funding Procedures attached hereto as Exhibit "B" and incorporated by reference into this Agreement (the "Funding Procedures") and to submit the forms specified in those Funding Procedures. As provided in the Funding Procedures and in this Agreement, CRM may require original paperwork to authorize disbursement of funds. Contractor authorizes CRM to disburse Contract Funds as provided in this Section 4 and as otherwise provided in this Agreement.

4.1 CRM shall make payment to itself for its fees, expenses, and reimbursements as provided for in Sections 2.1, 8, and 4.17 of this Agreement.

4.2 Disbursement of Contract Funds to subcontractors and suppliers will be made in accordance with fully and properly executed disbursement requests ("Disbursement Requests") utilizing the forms provided in Exhibit "B" and are to be made payable directly to the subcontractors and suppliers who are entitled to payment for labor, materials and/or equipment furnished to or incorporated into the Project pursuant to the Contract.

4.2.1 As specified in the Funding Procedures and as indicated on the Disbursement Request form, the following information must be provided:

4.2.1.1 The total amount due the relevant subcontractor or supplier;

4.2.1.2 The amount to be deducted from each line item category on the Contractor's Job Cost Breakdown (see Section 3.5) previously submitted to CRM;

4.2.1.3 Copies of relevant invoices or payment applications, delivery receipts and tickets and such other supporting documentation as may be requested by CRM;

4.2.1.4 Properly executed unconditional mechanic's and materialman's lien waivers for previous payments in a form acceptable to CRM and, if deemed appropriate by CRM, conditional lien waivers for the requested payment. Lien waivers shall not be required for vendors or suppliers who provide materials or equipment totaling an aggregate of \$500.00 or less, however, Contractor shall provide a blanket lien waiver for all such amounts.

4.3 No payments to subcontractors or suppliers will be authorized in excess of the Contractor's Job Cost Breakdown without prior consent of Surety.

4.4 No payments for labor, material or equipment will be authorized unless and until such items have been incorporated into the Project, provided, however, that materials and equipment properly stored in accordance with the Contract may be included in Disbursement Requests for payment at cost.

4.5 Subcontractors and suppliers eligible for payment under this Section include: a) Subcontractors, including employee leasing companies, performing work required by the Contract; b) Suppliers furnishing materials, services or equipment to be incorporated into or necessary to complete Contractor's Work

4.6 Contractor's overhead and profit, as defined in Section 4.10.3 shall be reduced to cover all costs in excess of those itemized by Contractor, unless Contractor's Job Cost Breakdown has been revised to account for approved Change Orders or other appropriate adjustments provided by the Contract. The appropriateness of such adjustments shall be determined in the sole discretion of CRM.

4.7 Contractor authorizes CRM to withhold funds for any billings in excess of costs (including overhead and profit) in the Project Accounting Account (i.e. Frontloading line items) and CRM may apply these funds for vendor billings at future draw periods.

4.8 Contractor shall submit Disbursement Requests to correspond as closely as possible and be directly related to receipt of Contract Funds from each payment application submitted by Contractor on the Project.

4.9 CRM shall make disbursements of Contract Funds within five (5) business days of receipt of both properly submitted documentation from Contractor and receipt of good funds from Oblige in response to Contractor's payment application.

4.10 Disbursements of Contract Funds to Contractor shall be authorized, subject to all limitations provided in this Agreement, as follows:

4.10.1 CRM shall release funds directly to Contractor in reimbursement of prepaid materials, drawings, plans and miscellaneous minor expenses used for the Project upon presentation to CRM of such reasonable documentation of expenditures as it requests.

4.10.2 CRM shall, contingent upon Surety's approval, release funds to Contractor in reimbursement of self-performed labor employed at the job site required for



completion of Contractor's Work, including reasonable job site supervision. On those Projects for which no Surety as defined in this Agreement has issued bonds, such release of funds shall be made in the sole discretion of CRM. All Disbursement Requests by Contractor for reimbursement for direct labor shall be accompanied by a certified payroll report or other report acceptable to CRM, evidence of related payroll tax payments regarding previously disbursed amounts for federal and state taxes and, if applicable, paid union dues.

4.10.3 Contractor's Overhead, including corporate officers' payroll and contractor general, administrative or overhead labor, materials, supplies or services shall be compensated with a monthly draw from the budgeted overhead and profit. Contractor shall be paid estimated overhead and profit in proportion of percent completion evidenced by the payment application as approved by Oblige, less cost overruns, if any as described in Section 4.6 and only as Contract Funds are available in the Project Accounting Account. Disbursements to Contractor under this Section may be withheld by CRM until such time as all documents reasonably required by this Agreement have been provided to CRM.

4.11 If Oblige does not withhold ten percent (10%) retainage, CRM is authorized, but not required, to withhold and retain in the Project Accounting Account an amount equal to the difference between ten percent and that percentage, if any, actually withheld by Oblige on each payment of Contract Funds received from Oblige.

4.11.1 Any amounts withheld by CRM pursuant to this Section are in addition to any funds that may be set aside for lien/claim reserves pursuant to Section 4.12.

4.11.2 CRM may release retainage held pursuant to this Section 4.11 upon receipt of evidence satisfactory to CRM of completion and acceptance of Contractor's Work and upon written consent of Surety. If at any time Oblige reduces or releases retainage funds prior to completion of Contractor's Work, such funds may only be released by CRM to Contractor upon receipt of Surety's written consent, such consent to be obtained by Contractor. On those Projects for which no Surety as defined in this Agreement has issued bonds, such release of funds shall be made in the sole discretion of CRM.

4.12 CRM may, if on notice of any lien or claim, including any claim made by Oblige, reserve funds equivalent to the amount of liens or documented and potentially supportable claims, plus a reasonable sum (not to exceed 25% of the lien or claim) for potential legal costs and attorney's fees relating to the lien or claim.

4.12.1 Release of funds from such reserves to Contractor may only be made upon receipt by CRM of written consent from Surety. On those Projects for which no Surety as defined in this Agreement has issued bonds, such release of funds shall be made in the sole discretion of CRM.

4.12.2 Legal fees arising from CRM's good faith performance of its responsibilities may be considered reimbursable legal fees as set forth in Section 8.

4.13 Upon CRM's completion of its review and approval of Disbursement Requests, and to the extent Contract Funds are available in the Project Accounting Account, payment of available funds shall be made in the following order and priority:

- 4.13.1 To pay CRM any fees, expenses, and reimbursements owed CRM, including, but not limited to, those owed pursuant to Section 4.17 of this Agreement;
- 4.13.2 To reimburse Surety for any of its incurred loss, costs, premiums or expenses relating to the Project;
- 4.13.3 To establish reserves as described in Section 4.12;
- 4.13.4 To pay Contractor's eligible subcontractor's, suppliers or other third parties not previously paid for actual performance of the Contractor's Work, including the costs of materials, supplies, and materials incorporated into the Project, subcontractors, suppliers and vendors, costs of temporary facilities and supplies, rental charges for use of necessary machinery and equipment not owned by Contractor, and permit fees and insurance required by the Contract;
- 4.13.5 To reimburse Contractor for direct labor employed at the job site and, if approved by Surety, reasonable job site supervision of persons assigned to the Project. Labor costs will be reimbursed at gross payroll cost, unless Surety requires itemization and separate disbursement of taxes and benefits related to the payroll. If reimbursed at gross payroll cost, Contractor agrees to hold all funds in excess of net payroll in trust as a fiduciary with the responsibility to promptly remit such taxes and benefits to the appropriate entity or authority and to provide to CRM evidence of such remittance(s); and
- 4.13.6 To pay or reimburse Contractor's budgeted overhead and profit as described in Section 4.10.3 and subject to the limitations provided therein.

4.14 Payments not included in this Section are prohibited without the written consent of Surety.

4.15 If Contractor abandons the Contract, or is in default of its obligations under this Agreement, the Surety Bonds or any other agreement between Contractor and Surety, or any claim is made by Obligees against CRM or Surety, CRM shall make no further disbursements of Contract Funds except as instructed in writing by Surety. In the event of a default by Contractor as set forth herein, and upon written direction to CRM by Surety, Contractor consents to and directs CRM to release all Contract Funds held in the Project Accounting Account to Surety. On those Projects for which no Surety as defined in this Agreement has issued bonds, such release of funds shall be made in the sole discretion of CRM.

4.16 In the event that Contractor is not in default as described in Section 4.15 or Section 7, CRM shall release to Contractor all remaining Contract Funds in the Project Accounting Account (after disbursement of funds in accordance with Section 4.13) upon satisfaction of the following requirements:

- 4.16.1 CRM has received all requested documentation verifying Obligees' final acceptance of Contractor's Work, Obligees' acknowledgement that Contractor has provided all closing documents required by the Contract, including but not limited to warranties, manuals, and lien waivers.
- 4.16.2 CRM has received final payment from Obligees for Contractor's Work.
- 4.16.3 CRM has received final unconditional lien releases and, if requested, claim waivers, from all subcontractors and suppliers.
- 4.16.4 CRM has received payment for all fees and expenses owed to it pursuant to this Project Accounting Agreement.



4.16.5 All claims and disputes regarding Contractor's Work have been resolved to the satisfaction of CRM and Surety and Surety (on those Projects for which bonds have been issued) has issued its written consent to release of final payment to Contractor.

4.17 Requisition Cash Advances or Working Capital Advances ("RCA's") may be made by CRM to and on behalf of Contractor in the sole discretion of CRM subject to the terms of Section 4 of this Agreement and as follows:

4.17.1 Contractor has provided to CRM and to Surety its written election to participate in the Requisition Cash Advances or Working Capital Advances program in the form specified by and acceptable to CRM.

4.17.2 Contractor has provided to CRM a copy of an Irrevocable Directive of Draw Proceeds with the signature of an authorized officer of Obligee indicating its acknowledgement of the directive in a form acceptable to CRM.

4.17.3 Contractor has provided CRM with a full and complete Disbursement Request Form, has complied with the Funding Procedures of Exhibit B to this Agreement, has supplied CRM with a RCA Request Form requesting a RCA in an amount not to exceed 90% of any properly submitted but yet unpaid draw request to Obligee along with a copy of the relevant submitted draw request, and has supplied such other and further documentation as is reasonably requested by CRM.

4.17.4 RCA's issued under this Section shall be funded in such amount as is approved by CRM, in its sole discretion, except that any such RCA shall be limited to a sum no greater than 90% of the relevant outstanding draw request which has been submitted to Obligee for payment.

4.17.5 CRM shall be entitled to deduct from the amount of any RCA upon issuance a one-time fee for each RCA, which fee shall be paid to CRM in accordance with Section 4.13.1. Such fee shall be determined at the time of approval of Contractor's application for surety or credit and shall be disclosed to Contractor as part of the terms and conditions of the extension of surety or credit. Such fee to be paid to CRM shall be in addition to the subsequent reimbursement to CRM of the gross amount of all RCA's as provided in Section 4.17.9.

4.17.6 After deduction of the fee described in Section 4.17.5, CRM shall, subject to the terms of this Section 4.17, apply the net proceeds of the RCA to payment of Contractor's subcontractors and suppliers as provided in Section 4.13.4.

4.17.7 Contractor authorizes CRM to communicate and negotiate directly with Contractor's subcontractors and suppliers to obtain payment discounts for payments made with RCA funds. Nothing in this Section 4.17, however, shall be construed to make CRM an agent of Contractor or require CRM to negotiate for or to obtain any discounts.

4.17.8 In the event that there is a balance of RCA funds remaining after payments made pursuant to Sections 4.13.1 through 4.13.4 and 4.17.6, such funds may, in the sole discretion of CRM, be either maintained in the Project Accounting Account for distribution in accordance with the terms of this Agreement or released to Contractor in accordance with the terms of Sections 4.13.5, and 4.13.6 as applicable.

4.17.9 Upon payment by Obligee to CRM of Contract Funds, CRM, in its sole discretion, may reimburse itself for all or any part of any RCA's for which it has not previously been reimbursed, as provided in Section 4.13.1 or may retain such Contract Funds in the Project Accounting Account for distribution in accordance with the terms of this Agreement.

5. General Acknowledgments and Responsibilities of Contractor:

5.1 Contractor represents and warrants that it possesses all proper and necessary licenses and has or will secure all necessary or required permits, licenses and insurance required by the Contract for performance of Contractor's Work on the Project.

5.2 Contractor acknowledges that CRM in performing its services under this Project Accounting Agreement is acting as an independent contractor, and not as an agent or employee of Contractor or Surety for any purpose, including but not limited to payment of taxes (which shall be Contractor's sole responsibility), "Prompt Payment" statutes or laws or rules imposing a standard of care or liability upon Contractor.

5.3 Contractor acknowledges that Surety is imposing the requirement of project accounting as an express condition precedent to issuance of the Surety Bond(s), that Contractor is receiving valuable consideration by entering into this Project Accounting Agreement, and that CRM, by virtue of its performance hereunder shall in no way be construed to interfere with Contractor's business, Contractor's performance of its work under the Contract or any other agreement, oral or written, entered into by Contractor related to the Project and that CRM by administering Contract Funds is not acting in any way to exercise control over Contractor, its operations, or its means and methods.

5.4 Contractor acknowledges that neither Surety's requirement of project accounting nor anything contained herein shall obligate Surety to issue any additional bonds or require Surety or CRM to provide financing to Contractor or make advances to it or on its or any indemnitor's behalf. In the event that Surety makes any payment or advance, such decision to do so or to subsequently cease making any such payments or advances shall be made in Surety's sole discretion, is intended to minimize Surety's exposure to loss, and is made with full reservation of any and all rights of Surety, including its rights to indemnification or reimbursement.

5.5 Contractor acknowledges that it understands its obligations and commitments under this Project Accounting Agreement, that it has had the opportunity to fully review the agreement and consult with legal counsel of its choosing, and is free to obtain bonding from a different surety company if it is unwilling to perform its duties under this Agreement.

5.6 Contractor warrants and agrees that CRM is entitled to rely upon the representations and content of all documents provided by and verified by Contractor and may in good faith disburse funds and perform its obligations based upon such documents without incurring liability to Contractor or others.

5.7 Contractor is solely responsible for the completion and submittal/filing of all reporting requirements, including but not limited to, payroll, income, sales, 1099 reporting, and any other similar requirements imposed by any federal, state, local, union or other authority and the payment of all taxes or benefits required by said authorities.

5.8 Contractor agrees that it shall not execute any assignment, pledge, or sale agreement, or otherwise convey any interest or security interest in or to the Contract Funds.

5.9 Contractor agrees that in the event that CRM receives instructions from any party which it believes conflict with the terms of this Project Accounting Agreement or instructions



from another interested party, including but not limited to Surety and/or Obligee, that CRM shall be entitled in its sole discretion to forbear from taking any action until such conflict is resolved to its reasonable satisfaction. Contractor agrees that regardless of any conflicting instructions, CRM is entitled to and shall comply with any demand made by Surety as described in Section 4.15 of this Agreement. CRM shall apprise the Surety and any parties involved directly in the conflict as soon as it recognizes such conflict.

6. General Rights and Obligations of CRM:

6.1 CRM shall perform its services as provided in this Project Accounting Agreement in good faith, however, issuance of any disbursement of Contract Funds upon the signed Disbursement Request or other directive of Contractor or its representatives shall be considered to have been made in the exercise of due and sufficient care.

6.2 CRM will accurately record, track and account for all Contract Funds received by it and disbursements issued by it to Contractor, Contractor's subcontractor's, vendors, and suppliers or to Surety or CRM. CRM will maintain at its place of business adequate record of such receipt and disbursement of Contract Funds, of forms and other documents submitted to it pursuant to this Project Accounting Agreement, and will permit inspection of these records at any reasonable time upon reasonable notice by Contractor's or Surety's authorized representatives and, if so directed by Contractor and approved by Surety, by Obligee's authorized representative(s).

6.3 If requested by Surety, CRM is authorized to provide to Surety copies of disbursement reports or other related documents received or generated by it. CRM shall have the right, but not the responsibility, to inspect the Project to assess the progress of construction and Contractor's Work. In the event of a default by the Contractor or if it appears to CRM that a default by the Contractor is imminent, CRM shall so inform Surety. Any inspection performed by CRM shall be for its own benefit and shall not be deemed in any manner to constitute an architectural or engineering inspection or to indicate in any way that construction, including but not limited to Contractor's Work, is in compliance with any applicable code, regulation, specification or any of the Contract Documents.

6.4 CRM is expressly authorized to disburse funds to itself for payment of its fees and extraordinary expenses authorized by the provisions of this Agreement and to disburse to Surety any unpaid premium due as provided in Section 4.12 or as otherwise provided in this Agreement or as required by law.

7. Default of Contractor: Contractor shall be deemed to have defaulted under this Agreement upon the occurrence of any of the following:

7.1 Failure of the Contractor to perform any material obligation required by the Contract, Surety Bonds, or any other agreement made between Surety and Contractor.

7.2 Failure of Contractor to perform any material obligation of this Agreement or Contractor's misrepresentation of any material fact for the purpose of causing CRM to disburse Contract Funds or to take or refrain from any other action required by this Agreement.

7.3 Removal or diversion of any materials or equipment furnished, delivered to, or designated for use in the Project by Contractor.

7.4 Filing of a petition by Contractor or by Contractor's creditors for relief under the United States Bankruptcy Code, or Contractor's making of an assignment for benefit of creditors, appointment of a receiver for Contractor or its property.

7.5 Transfer, sale or assignment of the Contract by Contractor or of the rights and benefits of the Contract, except as may be consented to in writing by Surety.



7.6 Voluntary or involuntary termination of the Contract by Contractor or Oblige prior to completion of Contractor's Work.

7.7 If Contractor dies or becomes otherwise incapacitated thereby preventing Contractor from performing its obligations under the Contract or this Agreement or if Contractor is otherwise for any reason not able to perform such obligations.

8. Compensation of CRM:

8.1 CRM shall be paid a fee equal to a percentage of the total original Contract price and any additions thereto by Change Order, equitable adjustment, claims or otherwise. Such percentage fee shall be determined at the time of approval of Contractor's application for surety or credit and shall be disclosed to Contractor as part of the terms and conditions of the extension of surety or credit. This fee is in addition to any other fee, expense, or reimbursement authorized to be paid to CRM under the terms of this Agreement.

8.2 CRM's fee shall be deemed earned by CRM upon execution of this Project Accounting Agreement and shall be paid to CRM by application of the percentage fee rate to each payment of Contract Funds or other payment made by Oblige arising from Contractor's Work.

8.3 In the event of a default by Contractor as defined in Section 7 of this Agreement, any unpaid fee will be paid in full.

8.4 In the event that CRM, through no fault of its own, becomes a party to any arbitration, settlement, claim or actual or threatened lawsuit arising out of this Project Accounting Agreement, Contractor shall pay or reimburse CRM all of its attorney's fees and costs, and the amount of any settlement, judgment or award arising from such event(s), including, but not limited to, CRM's legal fees and expenses arising out of its good faith performance of its duties and responsibilities under this Project Accounting Agreement. All of such costs and expenses, including any such costs described in Section 4.12.2 shall be considered Extraordinary Expenses and shall be payable over and above CRM's fee in Sections 2.1 and 8.1 herein.

9. General Terms:

9.1 Indemnification of CRM: To the greatest extent allowable by law, Contractor shall defend, hold harmless and indemnify CRM, including its officers, directors, employees and representatives, from and against any and all liabilities, claims, causes of action, losses, costs and expenses (including but not limited to attorney's fees) arising out of or relating to this Agreement and/or CRM's project accounting activities, except for those arising from CRM's sole negligence or gross negligence in the disbursement of funds.

9.1.1 In performing its services under this Agreement, CRM shall be deemed to have acted with due care and in justifiable reliance upon any certification, statement, consent, notification, request or document which CRM in good faith believes to be genuine and to have been executed and delivered by the proper person or entity.

9.1.2 Subsequent to any disbursement of funds pursuant to this Project Accounting Agreement, CRM shall have no obligation to investigate, monitor or oversee the use of such funds, including but not limited to whether the party appropriately utilizes any such funds to pay payroll, benefits, or any taxes or other payments for which such party is obligated and CRM shall be entitled to assume that all such funds have been properly applied or utilized by the receiving party.



9.1.3 CRM shall not be deemed to be party to the Contract or in any manner bound thereby. CRM's obligations are solely as set forth in this Project Accounting Agreement. CRM does not in any way guarantee Contractor's performance or completion of Contractor's Work, that sufficient funds are available to complete Contractor's Work, or that all of Contractor's creditors will receive payment. CRM is not and shall not be deemed an indemnitor of the Contractor.

9.2 If any provision of this Agreement is held to be invalid, void, or unenforceable, the balance of the provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired, or invalidated. The Parties agree that to the extent any provision of the Agreement is held to be invalid, void, or unenforceable as written, if such provision could be more narrowly drawn so as not to be invalid, void, or unenforceable, then it shall be so narrowly drawn, without invalidating the remaining provisions of the Agreement.

9.3 No provision of this Agreement may be waived, modified, or amended except by written agreement executed by the Parties. No waiver by any Party hereto of any failure by any other Party to keep or perform any covenant or condition hereof shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or condition. The failure of a Party to insist upon strict adherence to any obligation of this Agreement shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

9.4 This Agreement is intended to bind and inure to the benefit of and be enforceable by each of the Parties and their respective heirs, successors and assigns.

9.5 Nothing contained in this Project Accounting Agreement is intended to create any third party beneficiary or provide any rights beyond those expressly set forth herein.

9.6 This Agreement shall be construed in accordance with the laws of the State of New York, including its provisions governing conflict of law issues.

9.7 For purposes of resolution of any dispute arising hereunder, or of any action by or against CRM, venue shall be in Sullivan County, New York.

9.8 Each Party to this Agreement hereby represents and warrants that it has consulted with its respective attorneys regarding the terms of this Agreement and that it has executed this Agreement after receiving advice from its attorneys. No ambiguity herein shall be construed more strictly against one party than against the other.

9.9 This Agreement may be executed in multiple original counterparts and by facsimile or electronic signatures, each of which shall be deemed an original. A photocopy, facsimile, or electronic copy of this Agreement shall be admissible in a court of law with the same force and effect as the original.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this Agreement under Seal, the day and year first above written.

PROJECT ACCOUNTANT

Cinium Risk Management, LLC
54 Friends Lane, Suite 110
Newtown, PA 18940
(215) 693-1288
(215) 693-1194 Fax

By: _____
Printed Name: _____
Title: _____

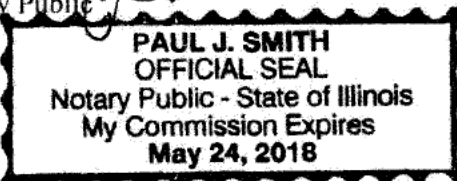
CONTRACTOR

E.R. Bakey Inc.
180 S. Western Ave #158
Carpentersville, IL 60110
(847) 464-5700

By: _____
Printed Name: Eric R. Bakey
Title: President
Email: ERIC.BAKEY@ERBAKEY.COM

State of ILLINOIS }
County of MCHENRY } ss:

On the 17th day of JULY, 2017, before me, the undersigned, personally appeared ERIC R. BAKEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public


**MASTER PROJECT ACCOUNTING AGREEMENT
EXHIBIT A-1**

AGREEMENT FOR DIRECTING PAYMENT OF CONTRACT FUNDS

This Agreement for Directing Payment of Contract Funds is made and entered into this ___ day of _____, ___ and between: **[insert Contractor Name]** as Contractor and Contractor's Indemnitors (collectively referred to hereinafter as "Contractor") on the one hand; and, Cinium Financial Services Corporation including its subsidiaries (collectively referred to hereinafter as "Cinium") and **Accredited Surety and Casualty Company, Inc.** (hereinafter referred to as "Surety") on the other hand, and all jointly called "The Parties".

RECITALS

Whereas, Contractor has applied to Surety for the issuance of Payment and/or Performance Bonds as required by the language of a proposed contract between Contractor and **[insert Obligee or Project Owner]**, identified as Contract for **[Project Name, Number or Description]** **[City, State]** hereinafter referred to as "the Contract".

Whereas, as an express condition precedent to the issuance of Payment and/or Performance Bonds by Surety to Contractor for the Project and Contract, Contractor has executed that certain General Agreement of Indemnity and Contractor acknowledges and agrees to be bound by the same to Cinium and Surety.

Whereas, as a further express condition precedent to the issuance of Payment and/or Performance Bonds by Surety for the Project and Contract, Surety requires Contractor to employ Cinium Risk Management, LLC as project accountant ("Project Accountant") to control disbursement of Payments made by Owner/General Contractor for work performed by Contractor on the Project ("Contract Funds") pursuant to the Contract. The Project Accounting Agreement between Contractor and Project Accountant requires that payment of all Contract Funds, including but not limited to payment of change orders, modifications, amendments, retainage, interest or claim proceeds, if any, be made payable to Project Accountant or Contractor to be deposited into its Project Accounting Account and disbursed in accordance with the terms of the Project Accounting Agreement.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the promises and agreements set forth hereafter, and for other good and valuable consideration, the parties agree and will perform as follows:

Contractor shall notify Owner/General Contractor, as the Obligee under the Payment and/or Performance Bonds issued for the Contract, in writing within five (5) days of the date of issuance of the Bond(s), that the Owner/General Contractor is directed to make all payment of any Contract Funds due to Contractor, payable in the name of Cinium Risk Management, LLC.

Contractor shall notify Owner/General Contractor to submit all payments of Contract Funds to one of the following Cinium Risk Management, LLC participating locations depending on the Owner/General Contractor desired means of transmittal, or to such other address as Project Accountant shall subsequently provide to Contractor in writing.

For funds sent via <u>U.S. Postal Regular Mail</u> :		For funds sent via <u>Overnight/Express Mail Courier</u> :	
Cinium Risk Management, LLC M&T Bank Lockbox PO Box 8000 Dept. #717 Buffalo, NY 14267		Cinium Risk Management, LLC M&T Bank Lockbox 8000717 626 Commerce Drive Amherst, NY 14228	
For funds sent via <u>Wire Transfer</u> :			
Bank:	M&T Bank 4446 State Route 42, Monticello, NY 12701 (845) 794-6798		
ABA:	022 000 046		
Account:	Cinium Risk Management, LLC Project Accounting Account		
Account #:	9861135458		
Reference:	[insert Contractor Name]; [insert Project name, number or description]		

**MASTER PROJECT ACCOUNTING AGREEMENT
EXHIBIT A-2**

**AGREEMENT FOR DIRECTING PAYMENT OF CONTRACT FUNDS
Non-Bonded Project**

This Agreement for Directing Payment of Contract Funds is made and entered into this ___ day of _____, ___ by and between: **[insert Contractor Name]** as Contractor and Contractor's Indemnitors (collectively referred to hereinafter as "Contractor") on the one hand; and, Cinium Financial Services Corporation including its subsidiaries (collectively referred to hereinafter as "Cinium") on the other hand, and all jointly called "The Parties".

RECITALS

Whereas, Contractor has applied to CINIUM for fund control services pursuant to a Project Accounting Agreement for a proposed contract between Contractor and identified as Contract for **[Project Name, Number or Description]** **[City, State]** referred to as "the Contract".

Whereas, Contractor employs Cinium Risk Management, LLC as project accountant ("Project Accountant") to control disbursement of Payments made by Owner/General Contractor for work performed by Contractor on the Project ("Contract Funds") pursuant to the Contract. The Project Accounting Agreement between Contractor and Project Accountant requires that payment of all Contract Funds, including but not limited to payment of change orders, modifications, amendments, retainage, interest or claim proceeds, if any, be made payable to Project Accountant or Contractor to be deposited into its Project Accounting Account and disbursed in accordance with the terms of the Project Accounting Agreement.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the promises and agreements set forth hereafter, and for other good and valuable consideration, the parties agree and will perform as follows:

Contractor shall notify Owner/General Contractor, in writing within five (5) days of the date of execution of the Project Accounting Agreement, that the Owner/General Contractor is directed to make all payment of any Contract Funds due to Contractor, payable in the name of Cinium Risk Management, LLC.

Contractor shall notify Owner/General Contractor to submit all payments of Contract Funds to one of the following Cinium Risk Management, LLC participating locations depending on the Owner/General Contractor desired means of transmittal, or to such other address as Project Accountant shall subsequently provide to Contractor in writing.

<p>For funds sent via U.S. Postal Regular Mail:</p> <p>Cinium Risk Management, LLC M&T Bank Lockbox PO Box 8000 Dept. #717 Buffalo, NY 14267</p>	<p>For funds sent via Overnight/Express Mail Courier:</p> <p>Cinium Risk Management, LLC M&T Bank Lockbox 8000717 626 Commerce Drive Amherst, NY 14228</p>
<p>For funds sent via Wire Transfer:</p> <p>Bank: M&T Bank 4446 State Route 42, Monticello, NY 12701 (845) 794-6798</p> <p>ABA: 022 000 046</p> <p>Account: Cinium Risk Management, LLC Project Accounting Account</p> <p>Account #: 9861135458</p> <p>Reference: [insert Contractor Name]; [insert Project name, number or description]</p>	

The Parties agree that all payments made as directed above shall be deemed to be payments to Contractor, the same as if made directly to Contractor.

Contractor will provide a copy of its written notice directing Owner/General Contractor to pay Contract Funds to CINIUM, simultaneously with its transmittal of the notice to Owner/General Contractor. Contractor also agrees to request that the

**MASTER PROJECT ACCOUNTING AGREEMENT
EXHIBIT A-3
DIRECTIVE OF DRAW PROCEEDS**

Date

From: **[insert Principal's Name]**
[insert Contractor Name]
[insert Contractor Address]

To: **[Bond Obligee]**
[Bond Obligee Address]

Thank you for awarding **[insert Contractor Name]** the contract for **[Project Name, Number or Description]**. We are looking forward to successfully completing this project. Please note that **[insert Contractor Name]** has applied to **Accredited Surety and Casualty Company, Inc.** for the issuance of Payment and/or Performance Bonds ("Bonds") as required by the language of the contract between **[insert Contractor Name]** and **[Bond Obligee]**, identified as Contract for **[Project Name, Number or Description]** ("Contract").

As an express condition precedent to the issuance of Payment and/or Performance Bonds (the "Bonds") by **Accredited Surety and Casualty Company, Inc.** to **[insert Contractor Name]** for the Contract, **[insert Contractor Name]** has executed a General Agreement of Indemnity.

As a further express condition precedent to the issuance of the Bonds, **Accredited Surety and Casualty Company, Inc.** requires **[insert Contractor Name]** to: (a) employ Cinium Risk Management, LLC as project accountant ("Project Accountant") to control the disbursement of Payments made or to be made by **[Bond Obligee]** for labor, materials and/or services provided by **[insert Contractor Name]** pursuant to the Contract ("Contract Funds"); and (b) ensure that Contract Funds are paid strictly in accordance with the terms of this Agreement. The Project Accounting Agreement between Contractor and Project Accountant requires that the payment of all Contract Funds, including but not limited to the payment of all monies under the Contract, the payment of monies under change orders, modifications and amendments to the Contract, and the payment of Contract retainage, interest or claim proceeds, if any, be made payable to Project Accountant or **[insert Contractor Name]** to be deposited into **[insert Contractor Name]**'s Project Accounting Account and disbursed in accordance with the terms of a Project Accounting Agreement.

Therefore, in consideration of the foregoing and for other good and valuable consideration, the **[Bond Obligee]** and **[insert Contractor Name]** agree to make payment of Contract Funds as follows:

[Bond Obligee] shall make payment of any Contract Funds due to **[insert Contractor Name]**, payable in the name of Cinium Risk Management, LLC or **[insert Contractor Name]**.

[Bond Obligee] shall submit all payments of Contract Funds to Cinium Risk Management, LLC exclusively and by one of the following means at one of the following participating locations:

For funds sent via <u>U.S. Postal Regular Mail</u> :	For funds sent via <u>Overnight/Express Mail Courier</u> :
Cinium Risk Management, LLC M&T Bank Lockbox PO Box 8000 Dept. #717 Buffalo, NY 14267	Cinium Risk Management, LLC M&T Bank Lockbox 8000717 626 Commerce Drive Amherst, NY 14228
For funds sent via <u>Wire Transfer</u> :	
Bank:	M&T Bank 4446 State Route 42, Monticello, NY 12701 (845) 794-6798
ABA:	022 000 046
Account:	Cinium Risk Management, LLC Project Accounting Account
Account #:	9861135458
Reference:	[insert Contractor Name]; [Project Name, Number or Description]

[Bond Oblige] and **[insert Contractor Name]** agree that all payments made as directed above shall be deemed to be payments to **[insert Contractor Name]** under the Contract, as if made directly to **[insert Contractor Name]**.

[Bond Oblige] agrees to pay Contract Funds strictly accordance with the terms of this Agreement.

Nothing in this Agreement amends or alters any of **[insert Contractor Name]**'s obligations under the Contract and General Agreement of Indemnity, and **[insert Contractor Name]** covenants to perform the Contract and General Agreement of Indemnity in accordance with their terms.

[insert Contractor Name] releases, defends and indemnifies **[Bond Oblige]** from and against any and all damages, costs, liabilities and claims arising from or in connection with this Agreement.

[insert Contractor Name] agrees that in the event that any payment of Contract Funds is received by **[insert Contractor Name]**, **[insert Contractor Name]** will forward said payment to a Cinium Risk Management, LLC lock box as specified above, within five days of receipt of the Contract Funds.

[Bond Oblige] and **[insert Contractor Name]** agree that as long as the Bonds are in effect or any part of **[Bond Oblige]**'s payment obligations under the Contract remain unperformed, this Agreement may not be modified or altered except by an instrument in writing signed by **Accredited Surety and Casualty Company, Inc.**

This Agreement shall have no effect and shall be null and void unless and until one or more Bonds have been executed by **Accredited Surety and Casualty Company, Inc.** in connection with the Contract.

PR

[Bond Oblige] and [insert Contractor Name] agree to abide by the terms of this Agreement and set forth their acceptance of each of the terms and conditions of this Agreement by signing their names in the spaces provided below.

Sincerely,
[insert Principal's Name]
[insert Principal's Title]
[insert Contractor Name]

Agreed and Consented to:

[insert Contractor Name]

By: [Exhibit Only- Do Not Sign]

[Bond Oblige]

By: [Exhibit Only- Do Not Sign]

Printed Name: [Exhibit Only- Do Not Sign]

Title: [Exhibit Only- Do Not Sign]

Phone: [Exhibit Only- Do Not Sign]

Printed Name: [Exhibit Only- Do Not Sign]

Title: [Exhibit Only- Do Not Sign]

Phone: [Exhibit Only- Do Not Sign]

Exhibit Only- Do Not Sign

MASTER PROJECT ACCOUNTING AGREEMENT
EXHIBIT B
FUNDING PROCEDURES

For each invoice or payment application submitted to the project owner or general contractor (Bond Oblige), Contractor is required to submit copies of the following documents to Cinium Risk Management (CRM), the Funds Administrator:

Disbursement requests cannot be processed until all required documents have been received by CRM. All documentation must be received at least five business days prior to the receipt of funds from the Bond Oblige.

1. _____ Job Cost Breakdown (JCB) form from CRM. JCB is not needed if previously provided and there are no changes. However, please include a modified JCB with your disbursement request every time there is a change on the project.
2. _____ Copies of all contracts written to sub-contractors as well as all purchase orders written to suppliers and vendors used on this project. Please include any and all subsequent change orders written to any and all sub-contractors and vendors.
3. _____ Copy of draw request, as submitted to and approved by owner (must be signed by owner or general contractor).
4. _____ Copy of all Signed Owner Change Orders as well as all Submitted Change Orders waiting for approval.
5. _____ Disbursement Request Form (DRF). Please list the following on the DRF: (please use a separate line item per each cost code or work description and **be sure to sign the DRF**):
 - a. the Sub-Contractors and/or Suppliers to be paid.
 - b. any request for Reimbursable Expenses, Overhead, or Profit.
6. _____ Supporting documentation for DRF, including, but not limited to, copies of invoices from all sub-contractors or suppliers for which a disbursement is being requested. **All invoices must have the project name/address or job description on them to identify them as being for the specific project for which the disbursement request is being made. Disbursements for invoices without this information will not be made.**
7. _____ For requests involving project payroll or labor expense, please include a signed Payroll Statement Form along with supporting documents such as certified payroll, payroll service reports, or labor summary reports. If using union labor please provide monthly report as well as the proof of payment and Letter of Good Standing from each union used.
8. _____ Sub-Contractor / Supplier Information Sheet (SIS). This form is not needed if previously provided and there are no changes or additions. However, please include an SIS with your disbursement request every time there are new subs/suppliers or if the mailing or contact information has changed for a sub/supplier.
9. _____ Signed and notarized lien waivers/releases for the prior disbursements.

via email to drawrequests@ciniumfinancial.com
or by fax to (215) 693-1194



GENERAL AGREEMENT OF INDEMNITY

THIS AGREEMENT of Indemnity, made and entered into this 17th day of JULY, 2017 by and between **E.R. Bakey Inc.** (hereinafter called the Contractor(s)) and its wholly owned affiliates; the undersigned (hereinafter called the Indemnitors, if any); Cinium Financial Services Corporation, including its subsidiaries (hereinafter jointly referred to as "Cinium"); Accredited Surety and Casualty Company, Inc. (hereinafter jointly referred to as "the Surety"), all of the Surety's underwriting affiliates, including insurance companies and underwriting managers; and all of the successors and assigns of Cinium and the Surety;

WITNESSETH

WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations, whether in its own name solely or jointly with others, may desire or be required to give or procure certain surety bonds, undertakings, or instruments of guarantee, and to renew, continue, or substitute the same from time to time, or to give or procure new bonds, undertakings, or instruments of guarantee with the same or different penalties and/or conditions in renewal, continuation, extension, or substitution thereof (any one or more of which are hereinafter called Bond or Bonds) or the Contractor or Indemnitors may request the Surety to refrain from canceling said Bonds or the Contractor may seek project accounting services, requisition cash advances or working capital advances from Cinium ("Cinium Services"); and

WHEREAS, at the request of the Contractor and the Indemnitors and upon the express condition that this Agreement of Indemnity (the Agreement) should be given, the Surety has executed or procured to be executed, and may from time to time hereafter execute or procure to be executed, said Bonds on behalf of the Contractor and/or Cinium has provided or may provide Cinium Services; and

WHEREAS, the Indemnitors have a substantial, material, and beneficial interest in the obtaining of the Bonds or in the Surety's refraining from canceling said Bonds and/or in obtaining Cinium Services.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants set forth herein, the Contractor and Indemnitors, for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety and Cinium, their successors and assigns, as follows:

PREMIUMS AND FEES

FIRST: The Contractor and Indemnitors jointly and severally will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof and shall pay to Cinium all fees or charges payable under the Master Project Accounting Agreement.

INDEMNITY

SECOND: The Contractor and Indemnitors jointly and severally shall exonerate, indemnify, and keep indemnified the Surety from and against any and all liability for losses and/or expenses of whatsoever kind or nature (excluding losses and/or expenses resulting from Surety's sole negligence), including, but not limited to, interest, court costs and counsel fees, costs of investigation, adjustment of claims, costs of attempting to procure the discharge of such bonds and in attempting to recover losses or expenses from the Indemnitor or third parties, and fees of experts or consultants, and from and against any and all such losses and/or expenses which the Surety may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By reason of the failure of the Contractor and Indemnitors to perform or comply with the covenants and conditions of the Agreement or (3) In enforcing any of the covenants and conditions of this Agreement.

The Contractor and Indemnitors jointly and severally shall exonerate, indemnify, and keep indemnified Cinium from and against any and all liability for losses and/or expenses of whatsoever kind or nature (excluding losses and/or expenses resulting from Cinium's sole negligence), including, but not limited to, interest, court costs and counsel fees, and from and against any and all such losses and/or expenses which Cinium may sustain and incur arising from providing Cinium Services to Contractor.

Payment by reason of the aforesaid causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefore. Such payment shall be equal to the amount of the reserve set by the Surety or equal to such amounts as the Surety, and its sole judgment, deems sufficient to protect it from loss or potential loss. In the event of any payment by the Surety or by Cinium, the Contractor and Indemnitors further agree that in any accounting between the Surety or Cinium and the Contractor and Indemnitors, the Surety



and/or Cinium shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made by the Surety and/or Cinium shall be prima facie evidence of the fact and amount of the liability to Surety and/or Cinium.

In furtherance of such indemnity:

A. Surety shall have the right in its sole discretion to determine whether any claims shall be paid, compromised, defended, prosecuted or appealed.

B. Surety shall have the right to incur such expenses in handling a claim as it shall deem necessary, including but not limited to the expense for investigative, accounting, engineering and legal services.

C. Surety shall have the foregoing rights, irrespective of the fact that the Indemnitor may have assumed, or offered to assume, the defense of the Surety upon such claim or offered to post collateral in the amount of the Surety's potential exposure.

D. In any claim or suit hereunder, an itemized statement of the aforesaid loss and expense, sworn to by an officer of Surety, or the vouchers or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of the liability hereunder of the Indemnitor.

E. Surety shall have the right to reimbursement of its expenses, premiums and attorneys' fees hereunder, irrespective of whether any bond loss payment has been made by Surety.

ASSIGNMENT AND SECURITY INTEREST

THIRD: The Contractor and the Indemnitors (jointly and severally) hereby assign, transfer and set over, and grant a security interest to, the Surety, as collateral to secure the obligations in any and all of the paragraphs of this Agreement and any other indebtedness and liabilities of the Contractor and the Indemnitors to the Surety, whether currently in existence or hereafter arising and regardless of whether the same is currently contemplated, in the following (the Collateral):

(a) all the rights of the Contractor and/or Indemnitors arising in any manner (whether directly or indirectly) from the Bond;

(b) all the rights, title, and interest of the Contractor and/or Indemnitors in and to any and all machinery, equipment, goods, plants, tools, inventory and materials, which are, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including materials purchased for or chargeable to any and all contracts referred to in the Bonds, materials which may be in process of construction, in transit, in storage elsewhere, or in transformation to any and all of said sites;

(c) all the rights, title and interest of the Contractor and/or Indemnitors in and to any and all subcontracts let or to be let in connection with any and all contracts referred to in the Bonds, and in and to all surety bonds supporting such subcontracts;

(d) all actions, causes of actions, claims and demands whatsoever which the Contractor and/or Indemnitors may have or acquire against any subcontractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and against any surety or sureties of any subcontractor, due on account of any and all contracts referred to in the Bonds and all other contracts whether bonded or not in which the Contractor or Indemnitors has an interest;

(e) all accounts and accounts receivable, and all actions, causes of actions, claims and demands whatsoever which the Contractor and/or Indemnitors may have or acquire against any obligee, general contractor, subcontractor, intermediary, owner or other responsible party with regard to the contractual work or obligation referred to in the Bonds or elsewhere.

Notwithstanding the foregoing, the assignment, transfer and security interest granted hereunder shall only be effective and valid upon the occurrence of any one or more of the following:

(1) any abandonment, forfeiture or breach of any contracts or obligations referred to in the Bonds or of any breach of any said Bonds;

(2) any breach of the provisions of any of the paragraphs of this Agreement;



(3) any material breach by Contractor of any of its obligations under any Project Accounting Agreement executed by Contractor concerning any project for which Surety has issued a Bond, including, without limitation, a failure or refusal by Contractor to provide the Bond Obligees with the Irrevocable Directive of Draw Proceeds required by the Project Accounting Agreement or failure to immediately forward to Project Accountant draw payments issued directly to Contractor as required by such Project Accounting Agreement;

(4) a default in discharging such other indebtedness or liabilities when due;

(5) any assignment by the Contractor and/or Indemnitor(s) for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the Contractor and/or Indemnitor(s) whether insolvent or not;

(6) any proceeding which deprives the Contractor or Indemnitor(s) of the use of any of the machinery, equipment, goods, plants, tools, inventory and materials comprising any part or all of the Collateral; and/or

(7) the Contractor and/or Indemnitor(s) dying, absconding, disappearing, being incompetent, being convicted of a felony, or imprisoned if Contractor and/or Indemnitor is an individual.

TRUST FUND

FOURTH: If any of the Bonds are executed in connection with a contract or obligation, or any part thereof, the Contractor and Indemnitors covenant and agree that all payments received for or on account of said contract or obligation shall be held as a trust fund in which the Surety has an interest, for the payment of debts incurred in the performance of the contract or obligation and for labor, materials, and services furnished in the prosecution of the work provided in said contract or obligation or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under any contract; contracts or obligations covered by the Bonds are trust fund, whether in the possession of the Contractor or Indemnitors or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract/contracts or obligations for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration shall also constitute notice of such trust.

SECURITY AGREEMENT

FIFTH: That this Agreement shall constitute a Security Agreement and the grant of security interest in the Collateral to the Surety and also a financing statement, both in accordance with provisions of the Uniform Commercial Code (the "Code"), in every jurisdiction where such code is in effect, and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity. A photocopy or facsimile of this Security Agreement may be filed for recording in lieu of a financing statement(s) in each and every jurisdiction where the Code so permits. The Surety is hereby appointed as the attorney in fact to execute and file such additional instruments and financing statements on behalf of the Contractor and Indemnitors as may be reasonably necessary to perfect the foregoing security interest.

TAKEOVER AGREEMENT

SIXTH: In the event of any breach or default asserted by the obligee on any of said Bonds, or where the Contractor has abandoned work on or forfeited any contract or contracts or obligations covered by any said Bonds, or has failed to pay obligations incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, at its option and in its sole discretion, without any obligation, and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts or obligations covered by any of said Bonds, and at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same, and the Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.



CHANGES

SEVENTH: The Surety and Cinium are authorized and empowered, at their sole option and without obligation, without notice to or knowledge of the Indemnitors to assent to any change whatsoever in the Bonds, and/or any contracts or obligations referred to in the Bonds, and/or in the general conditions, plans and/or specifications accompanying any contracts, including but not limited to, any change in the time for the completion of any contracts and to payments or advances thereunder before the same may be due, and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of the Bonds and to execute any substitute or substitutes therefore, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent by the Surety and/or Cinium does or might substantially increase the liability of said Indemnitors.

EIGHTH: In the event of any claim or demand being made by the Surety or Cinium against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of a Bond or Bonds or the provision of Cinium Services, the Surety and/or Cinium is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the liability of any of the others, and we hereby expressly waive the right to be discharged and released by reason of the release of one or more of the joint debtors, and hereby consent to any settlement or composition that may hereafter be made.

NINTH: The liability of the Indemnitors hereunder shall not be affected by the failure of the Principal to sign any such Bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

ADVANCES

TENTH: The Surety is authorized and empowered, at its sole discretion and without any obligation, to guarantee loans, to advance or lend to the Contractor any money, which the Surety may see fit, for the purpose of any contracts or obligations referred to in, or guaranteed by the Bonds; and all money expended in the completion of such contracts or obligations by the Surety, or lent or advanced from time to time to the Contractor, or guaranteed by the Surety for the purposes of any such contracts or obligations, and all costs, and expenses incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the Surety when due, shall be presumed to be a loss by the Surety for which the Contractor and Indemnitors shall be responsible, notwithstanding that said money or any part thereof should not be so used by the Contractor. Contractor and Indemnitors acknowledge and agree that, pursuant to the terms of the Master Project Accounting Agreement between Cinium and Contractor, certain Requisition Cash Advances or Working Capital Advances as defined in that Master Project Accounting Agreement may on occasion be made to Contractor and that such advances, whether made by advance of funds by Surety to Contractor through Cinium or any affiliated entity, or where repayment to the provider of such funds is merely guaranteed by Surety, shall constitute authorized advances by Surety for purposes of this Agreement which, if not reimbursed in accordance with the Master Project Accounting Agreement, shall be presumed to be a loss by the Surety for which the Contractor and Indemnitors shall be responsible.

BOOKS AND RECORDS

ELEVENTH: At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor and Indemnitors; and any bank depository, material man, supply house, or other firm, or corporation when requested by the Surety, is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by the Contractor, the condition of the performance of such contracts and payments of accounts.

DECLINE EXECUTION

TWELFTH: Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute any and all of the Bonds that may be required in connection with any award that may be made under the proposal for which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability of the Contractor and/or the Indemnitors that may arise by reason of having executed the Bid or Proposal Bond. Unless otherwise specifically agreed in writing, Cinium may decline to provide Cinium Services and the Contractor and Indemnitors agree to make no claim to the contrary in consideration of Cinium's receiving this Agreement.



NOTICE OF EXECUTION

THIRTEENTH: The Indemnitors hereby waive notice of the execution of said Bonds, provision of Cinium Services, and of the acceptance of this Agreement, and the Contractor and Indemnitors hereby waive all notice of any default, or any other act or acts giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds, and any and all liability on their part hereunder, to the end and effect that, the Contractor and Indemnitors shall be and continue to be liable hereunder, notwithstanding any notice of any kind to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make. The Indemnitors warrant that each of them (including those signing as a spouse) is specifically and beneficially interested in the obtaining of each bond and shall keep themselves, at their sole cost and expense, without the need of assistance or information from the Contractor or the Surety, fully informed of the status of each bonded contract and each request for the issuance of a bond.

HOMESTEAD

FOURTEENTH: The Contractor and Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all right to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

SETTLEMENTS

FIFTEENTH: The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds, unless the Contractor and Indemnitors shall request the Surety to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be determined at the Surety's sole discretion, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of the Surety.

SIXTEENTH: The Contractor and Indemnitors agree that their liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Surety is construed toward its obligee.

SEVENTEENTH: The words Contractor and Indemnitors, or personal pronouns used to refer to said words, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

SURETIES

EIGHTEENTH: In the event the Surety procures the execution of the Bonds by other sureties, or executes the Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their interests may appear.

SUITS

NINETEENTH: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

WAIVER OF JURISDICTION, VENUE AND PERSONAL JURISDICTION

TWENTIETH: The undersigned consent to personal jurisdiction and venue and may be sued by the Surety or by Cinium in any court of any state and county where said court would have venue and personal jurisdiction over the Surety or Cinium.

TIME LIMITATIONS TO BRING SUIT

TWENTY-FIRST: The Surety and the undersigned agree that the Surety and/or Cinium shall have twenty (20) years from the date of breach of the agreement to bring an action against the undersigned. If this provision is void as against public policy in the state where the action is brought, then the maximum time allowed to bring suit by that state is incorporated herein by reference.

OTHER INDEMNITY

TWENTY-SECOND: That the Contractor and Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety and/or Cinium may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Contractor and Indemnitors, accepted or released other agreements of indemnity, or collateral in connection



with execution or procurement of said Bonds or provision of Cinium Services, from the Contractor and Indemnitors or others, it being expressly understood and agreed by the Contractor and Indemnitors that any and all other rights which the Surety or Cinium may have or acquire against the Contractor and Indemnitors and/or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Surety and Cinium under this Agreement.

INVALIDITY

TWENTY-THIRD: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of the Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. It is understood and agreed by the Indemnitors that the rights, powers, and remedies given the Surety and Cinium under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety or Cinium may have or acquire against the Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

If any provision or provisions of this Agreement be void or unenforceable under any law governing its construction or enforcement, this Agreement shall not be voided or vitiated thereby, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

ATTORNEY IN FACT

TWENTY-FOURTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Contractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact.

TERMINATION

TWENTY-FIFTH: This Agreement may be terminated by the Contractor and Indemnitors upon twenty (20) days written notice sent by registered mail to the Surety at:

c/o Cinium Underwriter Services Group
Attn: Compliance Dept.
444 Brickell Avenue, Suite 701
Miami, FL 33131
(786) 353-0301

and to Cinium at:

c/o Cinium Risk Management, LLC
54 Friends Lane, Suite 110
Newtown, PA 18940
(215) 693-1288

However, any such notice of termination shall not operate to modify, bar, or discharge the Contractor and Indemnitors as to the Bonds that may have been theretofore executed.

TWENTY-SIXTH: This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written addendum executed to form a part hereof.

TWENTY-SEVENTH: THE CONTRACTOR AND INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER WHATEVER BONDS (WHETHER OR NOT COVERED BY ANY OTHER AGREEMENT OF INDEMNITY SIGNED AT ANY TIME BY ANY ONE OR MORE OF THE INDEMNITORS - ALL OTHER AGREEMENTS OF INDEMNITY OF ANY KIND BEING SUPPLEMENTAL TO THIS), MAY BE EXECUTED BY THE SURETY ON BEHALF OF THE CONTRACTOR AND INDEMNITORS, OR ANY ONE OF THEM (WHETHER CONTRACTING ALONE OR AS A JOINT OR CO-ADVENTURER), FROM TIME TO TIME, AND OVER AN



INDEFINITE PERIOD OF YEARS, UNTIL THIS AGREEMENT SHALL BE CANCELED IN ACCORDANCE WITH THE TERMS HEREOF.

TWENTY-EIGHTH: (SPECIAL STIPULATIONS)

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Accredited Surety and Casualty Company, Inc.
(SURETY)

Cinium Financial Services Corporation, on behalf of itself
and its subsidiaries
(CINIUM)

By _____
(SEAL)

By _____
(SEAL)

Print Name _____
Attorney-in-Fact

Print Name _____
Authorized Signatory

CONTRACTOR & INDEMNITORS:

(INSTRUCTIONS: This instrument should be dated on the first page, each signature block filled out completely and signed, and all signatures must be properly acknowledged in the presence of a Notary Public. For California applicants using notary attachment forms, "California All Purpose Acknowledgement Form #5907" must be used, and this form must be completed in its entirety for corporate acknowledgements, including the section labeled "Optional".)

CORPORATE ACKNOWLEDGMENT

E. R. Bakey Inc.
43-1985943
180 S. Western Ave #158
Carpentersville, IL 60110

By _____
(Person duly authorized to sign for company) (SEAL)

Print Name ERIC R. BAKEY

Title PRESIDENT

State of ILLINOIS }
County of MC HENRY } SS:

On this 17th day of JULY, in the year 2017, before me personally came ERIC R. BAKEY, to me known, who, being by me duly sworn, deposes and says that he/she resides in PINGREE GROVE, IL, that he/she is the PRESIDENT of E. R. BAKEY, INC., the corporation described in and which executed this General Agreement of Indemnity; that he/she knows the seal of the said corporation; that the seal affixed to the said General Agreement of Indemnity is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

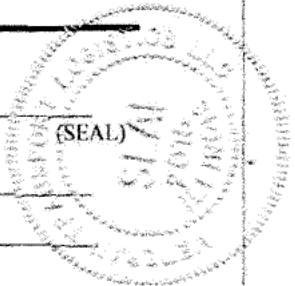


CORPORATE ACKNOWLEDGMENT

VTL LLC
47-5643839
180 S. Western Ave #158
Carpentersville, IL 60110

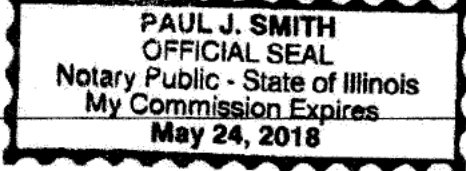
By X [Redacted]
(Person duly authorized to sign for company)

Print Name ERIC R. BAKEY
Title MANAGING MEMBER



State of ILLINOIS }
County of McHENRY } SS:

On this 17th day of JULY, in the year 2017, before me personally came ERIC R. BAKEY, to me known, who, being by me duly sworn, deposes and says that he/she resides in PINGREE GROVE, IL, that he/she is the MANAGING MEMBER of VTL LLC, the corporation described in and which executed this General Agreement of Indemnity; that he/she knows the seal of the said corporation; that the seal affixed to the said General Agreement of Indemnity is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



[Redacted Signature]
NOTARY PUBLIC

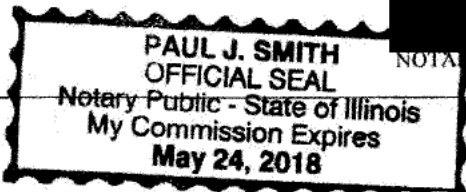
INDIVIDUAL ACKNOWLEDGMENT

Eric R. Bakey
337-60-9728
845 Wester Blvd
Pingree Grove, IL 60140

By X [Redacted]
Print Name ERIC R. BAKEY

State of ILLINOIS }
County of McHENRY } SS:

On this 17th day of JULY, in the year 2017, before me personally came ERIC R. BAKEY, to me known and known to me to be the individual who executed this General Agreement of Indemnity and who duly acknowledged to me that he/she executed the same.



[Redacted Signature]
NOTARY PUBLIC

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-9199

PERFORMANCE BOND

Bond No. ASCX10086725

KNOW ALL PERSONS BY THESE PRESENTS, That we, E.R. Bakey Inc.,
(Name of Principal)

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Accredited Surety and Casualty Company, Inc.
(Name of Surety)

a corporation organized and existing under the laws of the State of Florida 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 One Million Three Hundred Thirty Seven Thousand Eight Hundred Sixty Four Dollars and Twenty Five Cents (\$1,337,864.25), 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

Illinois State Toll Highway Authority S. Parking, Contract No:RR-17-9199

(Insert Contract Number and Description)

S. Parking Lot Improvements

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

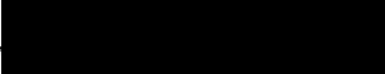
IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 27th day of July, 2017.

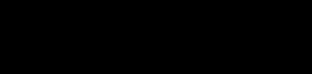
Surety Accredited Surety and Casualty Company, Inc. Principal E.R. Bakey Inc.

Address 444 Brickell Avenue, Suite 701 Address 180 S. Western Ave #158

Miami, FL 33131

Carpentersville, IL 60110

By 

By 

(Seal) Attorney in Fact
Jonathan Farrow

(Signature) (Seal)
E.R. Bakey President

Agent for Surety Insurance Services of Texas LP
Surety dba American Surety Agency

Attest 
Corporate Secretary

Address 15814 Lower Lake Drive

Cypress, TX 77433

(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)

INDIVIDUAL ACKNOWLEDGMENT

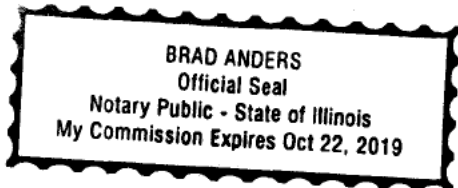
State/Commonwealth of IL
County of MCHENRY } ss.

On this the 2 day of August, 2017, before me,
Brad Anders the undersigned Notary Public,
Day Month Year
Name of Notary Public

personally appeared ERIC R BAKEY
Name(s) of Signer(s)

- personally known to me - ~~OR~~ -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



WITNESS my hand and official seal

Signature of Notary Public

Brad Anders

10/22/2019

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

SURETY ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI DADE)

On the 27th day of July, 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared Jonathan Farrow, personally known to me, who being by me duly sworn, did depose and say that he resides in Rock Hill, NY; that he is the Attorney-in-Fact of the Accredited Surety and Casualty Company, Inc.; the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Redacted Signature]

Notary Public



ACCREDITED SURETY AND CASUALTY COMPANY, INC.
ORLANDO, FLORIDA
CERTIFIED POWER OF ATTORNEY

No. ascx10086725

KNOW ALL MEN BY THESE PRESENTS: That Accredited Surety and Casualty Company, Inc. herein after referred to as "Accredited" a Florida corporation, having its principal office at 4798 New Broad Street, Suite 200, Orlando Florida, 32814 does hereby make, constitute and appoint:

Jonathan Farrow

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to each in their separate capacity if more than one is named above, to sign, execute and deliver on its behalf surety bonds and other instruments of similar nature excluding bail bonds not to exceed:

FIVE MILLION DOLLARS (\$5,000,000.00)

The acknowledgment and execution of any such document by the said Attorney-in-Fact shall be as binding upon this company as if such bond has been executed and acknowledged by the regularly elected Officers of this company.

Accredited further certifies that this power is a true and exact copy of the resolution of the Board of Directors of Accredited duly adopted and now in force, to wit: "ALL bonds of the corporation shall be executed in the corporate name of the company an authorized Officer and they may appoint Attorneys-in-Fact or agents, who shall have authority to issue bonds in the name of the Company."

IN WITNESS WHEREOF, the said ACCREDITED SURETY AND CASUALTY COMPANY, INC. has caused these presents to be executed and its corporate seal to be hereto affixed by its authorized Officer this 6th day of December, 2016.



ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: _____

Jonathan Farrow, President and CEO

STATE OF FLORIDA } SS
COUNTY OF ORANGE } SS

On this 6th day of December, 2016, before me, a Notary Public, personally appeared the above named Officer who is personally known to me, and being duly sworn, acknowledged that he/she signed the above Power of Attorney as an authorized Officer of the said ACCREDITED SURETY AND CASUALTY COMPANY, INC., and acknowledged said instrument to be the voluntary act of said corporation.

VALERIE M. HARVEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF125201
EXPIRES 8/22/2018
BONDED THRU 1-888-NOTARY1

Notary Public, State of Florida

I, the undersigned, Officer of Accredited, do hereby certify that this is a true and correct copy of a Power of Attorney. In testimony whereof, I have hereunto set my hand and the corporate seal of Accredited which is still in full force and effect this * 27th day of July, 2017. Signed and sealed at the City of Orlando, Florida.



ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: _____

Matvey N. Emel, Chief Financial Officer

* IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.
NOTE: For verification of the authority of this power, call (888) 668-2791 any business day between 8:00am & 5:00pm EST
WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

WARNING: THE RED "PROTECTED" LOGO BELOW CONTAINS HEAT SENSITIVE SECURITY INK WHICH SHOULD TEMPORARILY DISAPPEAR WHEN RUBBED.

PROTECTED

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-9199
PAYMENT BOND

Bond No. ASCX10086725

KNOW ALL PERSONS BY THESE PRESENTS, That we, E.R. Bakey Inc.,
(Name of Principal)

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Accredited Surety and Casualty Company, Inc.
(Name of Surety)

a corporation organized and existing under the laws of the State of Florida 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 One Million Three Hundred Thirty Seven Thousand Eight Hundred Sixty Four Dollars and Twenty Five Cents (\$1,337,864.25), 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

Illinois State Toll Highway Authority S. Parking, Contract No:RR-17-9199
(Insert Contract Number and Description)

S. Parking Lot Improvements

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 27th day of July, 2017.

Surety Accredited Surety and Casualty Company, Inc. Principal E.R. Bakey Inc.

Address 444 Brickell Avenue, Suite 701

Miami, FL 33131

By

(Seal)

Attorney in Fact
Jonathan Farrow

Address 180 S. Western Ave #158

Carpentersville, IL 60110

By

(Signature)

(Seal)

Eric R. Bakey, President
(Name & Title)

Agent for Surety Insurance Services of Texas LP
Surety dba American Surety Agency

Address 15814 Lower Lake Drive

Cypress, TX 77433

Attest

Corporate Secretary

(Attach Surety's Power of Attorney)

(Attach Notary Certificate
authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate
authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)

INDIVIDUAL ACKNOWLEDGMENT

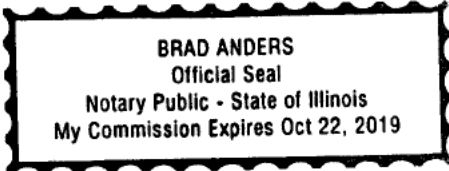
State/Commonwealth of IL
County of MC HENRY } ss.

On this the 2 day of August, 2017, before me
Brad Anders the undersigned Notary Public
Day Month Year
Name of Notary Public
personally appeared ERIC R BAKER
Name(s) of Signer(s)

- personally known to me - OR -
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



[Redacted Signature Area]

Signature of Notary Public

Brad Anders

10/22/2019

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

SURETY ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI DADE)

On the 27th day of July, 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared Jonathan Farrow, personally known to me, who being by me duly sworn, did depose and say that he resides in Rock Hill, NY; that he is the Attorney-in-Fact of the Accredited Surety and Casualty Company, Inc.; the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Redacted Signature])
[Redacted Name])
[Redacted Title])
Notary Public



ACCREDITED SURETY AND CASUALTY COMPANY, INC.
ORLANDO, FLORIDA
CERTIFIED POWER OF ATTORNEY

No. ascx10086725

KNOW ALL MEN BY THESE PRESENTS: That Accredited Surety and Casualty Company, Inc. herein after referred to as "Accredited" a Florida corporation, having its principal office at 4798 New Broad Street, Suite 200, Orlando Florida, 32814 does hereby make, constitute and appoint:

Jonathan Farrow

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to each in their separate capacity if more than one is named above, to sign, execute and deliver on its behalf surety bonds and other instruments of similar nature excluding bail bonds not to exceed:

FIVE MILLION DOLLARS (\$5,000,000.00)

The acknowledgment and execution of any such document by the said Attorney-in-Fact shall be as binding upon this company as if such bond has been executed and acknowledged by the regularly elected Officers of this company.

Accredited further certifies that this power is a true and exact copy of the resolution of the Board of Directors of Accredited duly adopted and now in force, to wit: "ALL bonds of the corporation shall be executed in the corporate name of the company an authorized Officer and they may appoint Attorneys-in-Fact or agents, who shall have authority to issue bonds in the name of the Company."

IN WITNESS WHEREOF, the said ACCREDITED SURETY AND CASUALTY COMPANY, INC. has caused these presents to be executed and its corporate seal to be hereto affixed by its authorized Officer this 6th day of December, 2016.



ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: [Redacted]

Todd M. Campbell, President and CEO

STATE OF FLORIDA } SS
COUNTY OF ORANGE } SS

On this 6th day of December, 2016, before me, a Notary Public, personally appeared the above named Officer who is personally known to me, and being duly sworn, acknowledged that he/she signed the above Power of Attorney as an authorized Officer of the said ACCREDITED SURETY AND CASUALTY COMPANY, INC., and acknowledged said instrument to be the voluntary act of said corporation.

VALERIE M. HARVEY
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF126201
EXPIRES 8/22/2018
BONDED THRU 1-800-NOTARY1

[Redacted]
Notary Public, State of Florida

I, the undersigned, Officer of Accredited, do hereby certify that this is a true and correct copy of a Power of Attorney. In testimony whereof, I have hereunto set my hand and the corporate seal of Accredited which is still in full force and effect this * 27th day of July, 2017. Signed and sealed at the City of Orlando, Florida.



ACCREDITED SURETY AND CASUALTY COMPANY, INC.

By: [Redacted]

Marney N. Emel, Chief Financial Officer

* IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.
NOTE: For verification of the authority of this power, call (828) 668-2791 any business day between 8:00am & 5:00pm EST
WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

WARNING: THE RED "PROTECTED" LOGO BELOW CONTAINS HEAT SENSITIVE SECURITY INK WHICH SHOULD TEMPORARILY DISAPPEAR WHEN RUBBED.

PROTECTED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2017

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 WOELLERT INSURANCE AGENCY PO BOX 247 SPRING GROVE IL 60081		CONTACT NAME: THOMAS WOELLERT PHONE (A/C, No. Ext): 815 675-1007 E-MAIL ADDRESS: CINDY@WOELLERTAGENCY.COM FAX (A/C, No): 815 675-1106	
INSURED		INSURER(S) AFFORDING COVERAGE	
ER BAKEY INC 180 S WESTERN AVENUE CARPENTERSVILLE IL 60010		INSURER A : AIX SPECIALTY INSURANCE	NAIC # 12835
		INSURER B : PEKIN INSURANCE	24228
		INSURER C : BURLINGTON INSURANCE	23620
		INSURER D : CAROLINA CASUALTY INSURANCE	10510
		INSURER E : GREAT AMERICAN INSURANCE	16691
		INSURER F : HOMELAND INSURANCE	34452

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y	IPZCL00208740	06/08/2017	06/08/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y	P709183	02/04/2017	02/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Par person) \$ BODILY INJURY (Par accident) \$ PROPERTY DAMAGE (Par accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			HFF0005079	06/08/2017	06/08/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N/A	BNUWC0140787	06/08/2017	06/08/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> BUILDERS RISK	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>	IMP E235083	06/08/2017	06/08/2018	\$1,400,000; \$2,500 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

OWNER (ERIC BAKEY) IS EXCLUDED FROM WORKERS COMPENSATION COVERAGE.
 CONSTRUCTION CONTRACT: RR-9199 PARKING LOT IMPROVEMENTS, CENTRAL ADMINISTRATION BUILDING TOLLROAD #1-355
 ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY TOGETHER WITH ITS OFFICIALS, DIRECTORS AND EMPLOYEES AND IDOT AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. ENDORSEMENTS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 ATTN: RISK MANAGEMENT
 2700 ODGEN AVENUE
 DOWNERS GROVE IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL WRITTEN CONTRACTS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL WRITTEN CONTRACTS	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
PRIMARY INSURANCE**

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION – CG 20 10

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured by an "insured contract".

All other terms and conditions under the policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ALL WRITTEN CONTRACTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2017

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 WOELLERT INSURANCE AGENCY PO BOX 247 SPRING GROVE IL 60081	CONTACT NAME: THOMAS WOELLERT PHONE (A/C No. Ext): 815 675-1007 E-MAIL ADDRESS: CINDY@WOELLERTAGENCY.COM	FAX (A/C No): 815 675-1106
	INSURER(S) AFFORDING COVERAGE	
INSURED ER BAKEY INC 180 S WESTERN AVENUE CARPENTERSVILLE IL 60010	INSURER A: AIX SPECIALTY INSURANCE	12835
	INSURER B: PEKIN INSURANCE	24228
	INSURER C: BURLINGTON INSURANCE	23620
	INSURER D: CAROLINA CASUALTY INSURANCE	10510
	INSURER E: GREAT AMERICAN INSURANCE	16691
	INSURER F: HOMELAND INSURANCE	34452

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	GENERAL LIABILITY			793-006460 0000	06/08/2017	06/08/2018	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> CONTRACTOR POLLUTION LIABILITY						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CONSTRUCTION CONTRACT: RR-9199 PARKING LOT IMPROVEMENTS, CENTRAL ADMINISTRATION BUILDING TOLLROAD #I-355
 ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY TOGETHER WITH ITS OFFICIALS, DIRECTORS AND EMPLOYEES AND IDOT AS REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. ENDORSEMENTS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 ATTN: RISK MANAGEMENT
 2700 ODGEN AVENUE
 DOWNERS GROVE IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

Policy Number: 793-00-64-60-0000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.	Any location or completed operation, but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us is deleted and replaced with the following:

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a claim or suit have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.



ADDITIONAL REMARKS SCHEDULE

AGENCY WOELLERT INSURANCE AGENCY		NAMED INSURED ER BAKEY INC	
POLICY NUMBER IPZL00208740		180 S WESTERN AVE CARPENTERSVILLE IL 60010	
CARRIER AIX SPECIALTY INSURANCE	NAIC CODE 12835	EFFECTIVE DATE: 06/08/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE WORK UNDER THIS CONTRACT INCLUDES WORK UPON, ABOVE, ADJACENT TO AND/OR ALONG THE RIGHT-OF-WAY AND FACILITIES OF ILLINOIS DEPARTMENT OF TRANSPORTATION, DUPAGE COUNTY DEPARTMENT OF HIGHWAYS, AND VILLAGE OF DOWNERS GROVE.

ADDITIONAL INSURED: THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO), PROJECT MANAGER, DESIGN SECTION ENGINEER, DESIGN CORRIDOR MANAGER, CONSTRUCTION MANAGER, AND CONSTRUCTION CORRIDOR MANAGER, PER ENDORSEMENT CG2032 ATTACHED.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/27/2017

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 WOELLERT INSURANCE AGENCY PO BOX 247 SPRING GROVE IL 60081		PHONE (A/C, No, Ext): 815 675-1007		COMPANY GREAT AMERICAN INSURANCE COMPANY	
FAX (A/C, No): 815 675-1106		E-MAIL ADDRESS: CINDY@WOELLERTAGENCY.COM			
CODE: 16691		SUB CODE:			
AGENCY CUSTOMER ID #: RR-17-9199		INSURED ER BAKEY INC 180 S WESTERN AVE CARPENTERSVILLE IL 60110		LOAN NUMBER	
				POLICY NUMBER IMP E235083	
		EFFECTIVE DATE 06/08/2017		EXPIRATION DATE 06/08/2018	
				<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
PARKING LOT IMPROVEMENTS, CENTRAL ADMINISTRATION BUILDING TOLL ROAD I-355. CONTRACT #RR-17-9199.

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
BUILDERS RISK/REPLACEMENT COST/SPECIAL	1,400,000	2,500

REMARKS (Including Special Conditions)

PARKING LOT IMPROVEMENTS, CENTRAL ADMINISTRATION BUILDING TOLL ROAD I-355. CONTRACT #RR-17-9199.
ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.
LOSS PAYEE: ILLINOIS STATE TOLL HIGHWAY AUTHORITY AS IS INTEREST MAY APPEAR.

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 ATT: RISK MANAGEMENT 2700 OGDEN ROAD DOWNERS GROVE IL 60515	<input checked="" type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	LOAN #



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED – DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

YOUR AUTO POLICY P709183

With respect to coverage provided by this endorsement, the provisions of **YOUR AUTO POLICY** apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are **insureds** under **D. WHO IS INSURED** provision of **PART IV – LIABILITY INSURANCE**. This endorsement does not alter coverage provided in **YOUR AUTO POLICY**.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/27/17	Countersigned By: [Redacted]
Named Insured: ER BAKEY INC	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s) (Additional Insured):
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE IL 60515

Each person or organization shown in the Schedule is an **insured** for liability coverage as afforded under **PART IV – LIABILITY INSURANCE**, but only to the extent that the person(s) or organization(s) qualifies as an **insured** under **D. WHO IS INSURED** provision contained in **PART IV – LIABILITY INSURANCE** of **YOUR AUTO POLICY**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
DUPAGE COUNTY DEPARTMENT OF HIGHWAYS 412 N COUNTY FARM ROAD #2-300 WHEATON IL 60187
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ILLINOIS DEPARTMENT OF TRANSPORTATION 2300 S DIRKSEN PARKWAY SPRINGFIELD IL 62764
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
VILLAGE OF DOWNERS GROVE 801 BURLINGTON AVENUE DOWNERS GROVE IL 60515
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

WOELLERT INSURANCE AGENCY

◆◆◆
PO BOX 247 SPRING GROVE IL 60081 ◆ N5645 TOWNLINE RD ELKHORN WI 53121
Phone 815 675-1007 WI 262 723-7548 ◆ Fax 815 675-1106
Cindy@woellertagency.com

July 27, 2017


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

RE: CONSTRUCTION CONTRACT RR-17-9199

Thomas Woellert (Agent/Owner) attest that all provisions of the accepted certificate of insurance and policy binders have been obtained and: all endorsements indicated have been secured from the insurance carriers.

Please feel free to contact me with any questions or concerns you may have.

Sincerely,


Thomas Woellert (Binding Agent)
TW/cb