

RESOLUTION NO. 21709

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4425 for M-2 Maintenance Facility Renovation and Addition, on the Tri-State Tollway (I-294) at Mile Post 29.5. The lowest responsible bidder on Contract No. RR-18-4425 is Madison Construction Company in the amount of \$9,659,337.00.

**Resolution**

Contract No. RR-18-4425 is awarded to Madison Construction Company in the amount of \$9,659,337.00, 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: \_\_\_\_\_

A large black rectangular redaction box covers the signature area of the Chairman.

Chairman

A handwritten signature in black ink is written over the redacted area and extends below the word "Chairman".

RETURN WITH BID

ORIGINAL

CONTRACT RR-18-4425

BID OPENING

October 9, 2018

10:30:00 AM

IMPORTANT  
BID ADDENDUM  
ENCLOSED

M-2 MAINTENANCE FACILITY RENOVATION  
AND ADDITION

TRI-STATE TOLLWAY (I-294)  
MILE POST 29.5



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM No. 6  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-18-4425  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: November 27, 2018

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 AM local time **November 30, 2018.**

**NOTICE TO REVISIONS TO CONTRACT**

**NOTES:**

1. Notice to proceed date updated. Replace A-1RRRRRR with the attached page A-1RRRRRR. Replace J-8R with J-8RR.

**CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

**Change No. 1**

Contract Requirements, Volume I, Contract Requirements Volume I, Advertisement, Replace Page A-1RRRRRR with Page A-1RRRRRR (attached).

This replacement contains the following revisions:

- 1.1 Revised NTP date from November 23<sup>rd</sup>, 2018 to February 15<sup>th</sup>, 2019.

**CHANGES TO THE CONTRACT REQUIREMENTS**

**Change No. 2**

Contract Requirements, Volume II, Replace Page J-8R with Page J-8RR (attached).

This replacement contains the following revisions:

- 2.1 Revised S.P. 104.1 Notice to Proceed date from November 23<sup>rd</sup>, 2018 to February 15<sup>th</sup>, 2019.

**END OF ADDENDUM CHANGES**



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-18-4425

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

An optional pre-bid meeting is scheduled for September 20, 2018 at the M-2 Hillside Maintenance Facility, located south of the I-294 Cermak Road Toll Plaza, near mile marker 29.5, northbound lanes, Oak Brook, IL. The meeting will be held in the 2nd Floor Break Room at 1:00 p.m.

The work to be done under this Contract shall be started on or about February 15, 2018. All work under this Contract shall be completed by June 19, 2020.

The work under this Contract shall consist of: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The work under this Contract is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

Bidders must demonstrate experience and competence with project of similar or greater complexity, size and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT) and submit with the bid the appropriate "Certification of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at [lthompson@getipass.com](mailto:lthompson@getipass.com), to be received no later than 12:00 p.m. local time on 9/27/2018.

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

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

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

DATE: 09/14/2018

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

**S.P. 103.1 CONTRACT COMPLETION DATE**

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-18-4425 on or before 11:59 p.m. on **June 19, 2020** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

**S.P. 103.2 SUBSTANTIAL COMPLETION DATE**

The Contractor shall have completed all site work, building construction, paving activities, and installed, tested and completed all utility services, installed, tested, balanced and commissioned all building mechanical and plumbing and associated appurtenances under this Agreement for the performance of Contract No. RR-18-4425 on or before 11:59 p.m. on **May 15, 2020**.

**S.P. 103.3 INTERIM COMPLETION DATE**

The Contractor shall have completed the roof replacement to the existing building, proposed building addition, including the maintenance bays, mechanical rooms, proposed roof, and installed the elevator such that all interior work associated with the proposed building addition is completed for the Tollway to move in and begin operations under this Agreement for the performance of Contract No. RR-18-4425 on or before 11:59 p.m. on **November 1, 2019**.

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

**S.P. 104.1 NOTICE TO PROCEED FOR BUILDING ADDITION AND EXISTING RENOVATION**

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **February 15, 2019**. The Illinois Tollway will not issue the Notice to Proceed until all documents required by the Contract, including bonding and insurance requirements, are submitted by the Contractor and approved by the Illinois Tollway. A Time Extension Request shall not be considered should the Notice to Proceed be delayed due to the failure of the Contractor to submit contract documents in compliance with the specified requirements. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

**S.P. 104.2 NOTICE TO PROCEED FOR ALL PAVING ACTIVITIES**

There shall be no construction activities related to the pavement operations between the winter months of November 1 to April 1.

**ADDENDUM No. 5  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-18-4425  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: November 7, 2018

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 AM local time **November 30, 2018.**

**NOTICE TO REVISIONS TO CONTRACT**

**NOTES:**

1. **The Bid opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois Tollway at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30:00 a.m., local time, **November 30, 2018** at which time the Bids will be opened and the bids read aloud. Replace A-1RRRRR with the attached page A-1RRRRR. Replace P-1RRR with attached page P-1RRRR.

**CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

**Change No. 1**

Contract Requirements, Volume I, Replace Cover Page (issued to successful bidder), Contract Requirements Volume I, Advertisement, Replace Page A-1RRRRR with Page A-1RRRRR (attached), and Contract Requirements, Volume I, Proposal, Replace Page P-1RRR with Page P-1RRRR (attached), Contract Requirements Volume II, Replace Cover Page (issued to successful bidder).

This replacement contains the following revisions:

- 1.1 Revised bid opening date from November 13<sup>th</sup>, 2018 to November 30<sup>th</sup>, 2018.
- 1.2 Added prequalification of AIA Document A305; or the Capital Development Board (CDB), in addition to the Illinois Department of Transportation (IDOT)

**END OF ADDENDUM CHANGES**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-18-4425

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

An optional pre-bid meeting is scheduled for September 20, 2018 at the M-2 Hillside Maintenance Facility, located south of the I-294 Cermak Road Toll Plaza, near mile marker 29.5, northbound lanes, Oak Brook, IL. The meeting will be held in the 2nd Floor Break Room at 1:00 p.m.

The work to be done under this Contract shall be started on or about November 23, 2018. All work under this Contract shall be completed by June 19, 2020.

The work under this Contract shall consist of: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The work under this Contract is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

Bidders must demonstrate experience and competence with project of similar or greater complexity, size and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT) and submit with the bid the appropriate "Certification of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at [lthompson@getipass.com](mailto:lthompson@getipass.com), to be received no later than 12:00 p.m. local time on 9/27/2018.

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

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

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

DATE: 09/14/2018

Addendum No. 5

A-1RRRRR

November 7, 2018

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-18-4425**

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

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

The undersigned hereby proposes to perform: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The services will be performed within the: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

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

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

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

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

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

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

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

**ADDENDUM No. 4  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-18-4425  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: October 26, 2018

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 AM local time **November 13, 2018.**

**NOTICE TO REVISIONS TO CONTRACT**

**NOTES:**

1. **The Bid opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois Tollway at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30:00 a.m., local time, **November 13, 2018** at which time the Bids will be opened and the bids read aloud. Replace A-1RRR with the attached page A-1RRRR. Replace P-1RR with attached page P-1RRR.

**CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

**Change No. 1**

Contract Requirements, Volume I, Replace Cover Page (issued to successful bidder), Contract Requirements Volume I, Advertisement, Replace Page A-1RRR with Page A-1RRRR (attached), and Contract Requirements, Volume I, Proposal, Replace Page P-1RR with Page P-1RRR (attached), Contract Requirements Volume II, Replace Cover Page (issued to successful bidder).

This replacement contains the following revisions:

- 1.1 Revised bid opening date from October 30<sup>th</sup>, 2018 to November 13<sup>th</sup>, 2018.

**END OF ADDENDUM CHANGES**



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

**CONTRACT NO: RR-18-4425**

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, November 13, 2018, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for September 20, 2018 at the M-2 Hillside Maintenance Facility, located south of the I-294 Cermak Road Toll Plaza, near mile marker 29.5, northbound lanes, Oak Brook, IL. The meeting will be held in the 2nd Floor Break Room at 1:00 p.m.

The work to be done under this Contract shall be started on or about January 7, 2019. All work under this Contract shall be completed by June 19, 2020.

The work under this Contract shall consist of: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The work under this Contract is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

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

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

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

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at [lthompson@getipass.com](mailto:lthompson@getipass.com), to be received no later than 12:00 p.m. local time on 9/27/2018.

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

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

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

DATE: 09/14/2018

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-18-4425**

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, November 13, 2018 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The services will be performed within the: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

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

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

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

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

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

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

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

**ADDENDUM No. 3  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-18-4425  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: October 5, 2018

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

**NOTICE TO REVISIONS TO CONTRACT**

**NOTES:**

1. **The Bid opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois Tollway at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30:00 a.m., local time, **October 30, 2018** at which time the Bids will be opened and the bids read aloud. Replace A-1RR with the attached page A-1RRR. Replace P-1R with attached page P-1RR.
2. The following revised Special Provision is included with this Addendum:  
Volume II: J-8R

**CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

**Change No. 1**

Contract Requirements, Volume I, Replace Cover Page (issued to successful bidder), Contract Requirements Volume I, Advertisement, Replace Page A-1RR with Page A-1RRR (attached), and Contract Requirements, Volume I, Proposal, Replace Page P-1R with Page P-1RR (attached), Contract Requirements Volume II, Replace Cover Page (issued to successful bidder).

This replacement contains the following revisions:

- 1.1 Revised bid opening date from October 11<sup>th</sup>, 2018 to October 30<sup>th</sup>, 2018.

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change No. 2**

Contract Requirements, Volume II, Table of Contents, Replace Pages iR with iRR (attached).

This replacement contains the following revisions:

- 2.1 Page numbering change based on revised Page J-8R.

**Change No. 3**

Contract Requirements, Volume II, S.P. 104.1 – Notice to Proceed For Building Addition and Existing Renovation, Replace Pages J-8 with J-8R (attached).

This replacement contains the following revisions:

- 3.1 Notice to proceed date has been revised from November 23, 2018 to January 7, 2019.

**END OF ADDENDUM CHANGES**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

**CONTRACT NO: RR-18-4425**

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

An **optional pre-bid meeting** is scheduled for September 20, 2018 at the M-2 Hillside Maintenance Facility, located south of the I-294 Cermak Road Toll Plaza, near mile marker 29.5, northbound lanes, Oak Brook, IL. The meeting will be held in the 2<sup>nd</sup> Floor Break Room at 1:00 p.m.

The work to be done under this Contract shall be started on or about January 7, 2019. All work under this Contract shall be completed by June 19, 2020.

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Bidders must demonstrate experience and competence with project of similar or greater complexity, size and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT) and submit with the bid the appropriate "Certification of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at lthompson@getipass.com, to be received no later than 12:00 p.m. local time on 9/27/2018.

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

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

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

DATE: 9/14/2018

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-18-4425**

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

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The services will be performed within the: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

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

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

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

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

ILLINOIS STATE TOLL HIGHWAY AUTHORITY (Tollway)  
 TABLE OF CONTENTS - SPECIAL PROVISIONS  
 CONTRACT NO. RR-18-4425  
 M-2 MAINTENANCE FACILITY RENOVATION AND ADDITION  
 TRI-STATE TOLLWAY (I-294)  
 MILE POST 29.5

**VOLUME II**

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S.P. 102	CONTRACT NO. RR-16-4267 INDEX OF DRAWINGS .....	J-2
S.P. 103	CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATE.....	J-8R
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**DIVISION 01 GENERAL REQUIREMENTS**

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

**S.P. 103.1 CONTRACT COMPLETION DATE**

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-18-4425 on or before 11:59 p.m. on **June 19, 2020** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

**S.P. 103.2 SUBSTANTIAL COMPLETION DATE**

The Contractor shall have completed all site work, building construction, paving activities, and installed, tested and completed all utility services, installed, tested, balanced and commissioned all building mechanical and plumbing and associated appurtenances under this Agreement for the performance of Contract No. RR-18-4425 on or before 11:59 p.m. on **May 15, 2020**.

**S.P. 103.3 INTERIM COMPLETION DATE**

The Contractor shall have completed the roof replacement to the existing building, proposed building addition, including the maintenance bays, mechanical rooms, proposed roof, and installed the elevator such that all interior work associated with the proposed building addition is completed for the Tollway to move in and begin operations under this Agreement for the performance of Contract No. RR-18-4425 on or before 11:59 p.m. on **November 1, 2019**.

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

**S.P. 104.1 NOTICE TO PROCEED FOR BUILDING ADDITION AND EXISTING RENOVATION**

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **January 7, 2019**. The Illinois Tollway will not issue the Notice to Proceed until all documents required by the Contract, including bonding and insurance requirements, are submitted by the Contractor and approved by the Illinois Tollway. A Time Extension Request shall not be considered should the Notice to Proceed be delayed due to the failure of the Contractor to submit contract documents in compliance with the specified requirements. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

**S.P. 104.2 NOTICE TO PROCEED FOR ALL PAVING ACTIVITIES**

There shall be no construction activities related to the pavement operations between the winter months of November 1 to April 1.



**ADDENDUM No. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-18-4425  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: October 3, 2018

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

**NOTICE TO REVISIONS TO CONTRACT**

**NOTES:**

1. **The Bid opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois Tollway at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30:00 a.m., local time, **October 11, 2018** at which time the Bids will be opened and the bids read aloud. Replace A-1R with the attached page A-1RR. Replace P-1 with attached page P-1R.
2. The following revised Special Provision is included with this Addendum:  
Volume II: J-373RR
3. Responses to questions from Plan Holders are included in this Addendum.
4. The following revised Contract Drawings are included with this Addendum:  
Drawings 7, 68, 133

## **CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

### **Change No. 1**

Contract Requirements, Volume I, Replace Cover Page (issued to successful bidder), Contract Requirements Volume I, Advertisement, Replace Page A-1R with Page A-1RR (attached), and Contract Requirements, Volume I, Proposal, Replace Page P-1 with Page P-1R (attached), Contract Requirements Volume II, Replace Cover Page (issued to successful bidder).

This replacement contains the following revisions:

- 1.1 Revised bid opening date from October 9<sup>th</sup>, 2018 to October 11<sup>th</sup>, 2018.

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

### **Change No. 2**

Contract Requirements, Volume II, Section 070150.19 – Preparation for Reroofing, Replace Pages J-373R with J-373RR (attached).

This replacement contains the following revisions:

- 2.1 Conditions existing at time of inspection information removed.

## **CHANGES TO THE CONTRACT DRAWINGS**

### **Change No. 3**

Contract Plans, Drawing 7 (attached)

Site Plan

This drawing contains the following revision:

- 3.1 Waste Oil Storage Tank and Waste Antifreeze Tank to be relocated by the Contractor, not the Illinois Tollway.

### **Change No. 4**

Contract Plans, Drawing 68 (attached)

Enlarged Foundation and Framing Plans – Expansion

This drawing contains the following revision:

- 4.1 Control Joints and macro fiber reinforcing added to mezzanine topping.
- 4.2 Added note to recess bent plate at sliding gate of mezzanine.

### **Change No. 5**

Contract Plans, Drawing 133 (attached)

Enlarged Plans

This drawing contains the following revision:

- 5.1 Emergency Generator Room changed to Novec Clean Agent System, no automatic sprinklers.

**END OF CHANGES TO CONTRACT DRAWINGS**

**END OF ADDENDUM CHANGES**

## Plan Holders Questions and Reponses

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### **QUESTION #1**

Will the bid be extended a couple of days? It would help us if it was. We have a scheduling conflict with our estimator, and would appreciate it if would be extended a couple of days.

Can the Proposal due date be extended given the quick turn-around to bid and collect all required documentation from small DBE firms?

Can the RFI cut-off date be extended given the short time frame to review all documents and submit questions, and that the due date is during a holiday week?

### **ANSWER #1**

Yes, the bid opening will be extended to 10:30 AM local time October 11, 2018.

---

### **QUESTION #2**

Volume 1 - Page CL-2 states Low Bidder to return EEO 1256. Volume 1 - Part II – Bid Requirements states EEO Employment Opportunity Program is to be Returned with Bid. Does EEO 1256 need to be submitted with the bid?

### **ANSWER #2**

The Tollway Special Provision for Equal Employment Opportunity, which includes the blank EEO Form 1256 and the blank EEO Form 0003 Monthly Workforce Analysis, and which is found on pages EEO 1-9, **needs to be returned with the Bid Documents at time of bid.** There is nothing for the prime to fill out, but the special provision is required with the bid submittal.

In addition, the Special Provision for EEO Section 5.1 states: That it will, upon receipt of "Notice of Intent" email as low apparent responsive/responsible bidder, submit EEO Form 1256, Workforce Projection if required by the "Notice of Intent".

As referenced on page CL-2, under the section labeled "***DOCUMENTS REQUIRED FROM THE APPARENT LOW BIDDER UPON REQUEST FROM THE TOLLWAY TO COMPLETE THE BID PACKAGE – Once the apparent low bidder is determined, the Tollway will request these documents.***", the completed EEO Form 1256 **is ONLY required** from the Apparent Low Bidder when requested by the Tollway.

---

### **QUESTION #3**

Please confirm if the tree contractor will be hired directly by the Tollway. If not, please specify tree species and size for the three (3) trees on Drawing C-300.

### **ANSWER #3**

The Contractor shall coordinate with the Tollway Landscape Architect using JT154024 Allowance for Planting and Seeding for selection of trees and restoration of seeded areas.

---

### **QUESTION #4**

Please confirm depth of existing PCC paving and sub base to be removed.

**ANSWER #4**

Reference the Geotechnical Report provided on the Online Plan Room for soil boring data which includes pavement cores. Contractor is responsible to determine the amount of removal required to meet proposed grades and sections.

---

**QUESTION #5**

Please confirm depth of existing asphalt paving and sub base to be removed.

**ANSWER #5**

Reference the Geotechnical Report provided on the Online Plan Room for soil boring data which includes pavement cores. Contractor is responsible to determine the amount of removal required to meet proposed grades and sections.

---

**QUESTION #6**

Due to the roof not being open for inspection during the one and only site visit, we request core cuts and pictures of the existing roof.

**ANSWER #6**

A roof core is not available, but photographs have been included in file SU\_EDJ\_GN\_M2-Addendum2-Photo Log\_10022018, which is located on the Online Plan Room.

---

**QUESTION #7**

Please clarify if Gas Meters (Quantities?) are to be monitored by the Building Management System (Similar to M-6 and M-7?)

**ANSWER #7**

The installation nor replacement of gas meters is included in the work.

---

**QUESTION #8**

Please clarify if Water Meters (Quantities?) are to be monitored.

**ANSWER #8**

The water does not need to be monitored by the building management system.

---

**QUESTION #9**

In specification 34100, 1.03F - Gate Precast sample #4667 is referenced as the mix we are to match, what is in the face mix?

**ANSWER #9**

The mix is not available. The basis of design is given to set a standard for material finish.

---

**QUESTION #10**

In specification 34100, 1.05 – Spec indicates precast concrete contractor are to employ a quality control service, as a PCI plant subcontractors are required to have an in-house quality control program. Please verify that should suffice for this requirement.

**ANSWER #10**

Special Provision 34100, 1.05 provides criteria for the the testing requirements. The successful bidder must submit a project specific QC plan (including the testing standards) for review and approval by the Tollway.

---

**QUESTION #11**

Precast joints to have mineral wool at fire rated joints – please indicate which joints are fire rated?

**ANSWER #11**

See drawing CA-101 for fire rated walls.

---

**QUESTION #12**

Confirm, do you want us to include full size mockup for the precast?

**ANSWER #12**

Yes.

---

**QUESTION #13**

Provide specification for FRP shown on drawing # A-910

**ANSWER #13**

See specification section 097700 Resinous Wall Covering

---

**QUESTION #14**

Only intumescent coating specification provided, confirm there is no spray fire proofing required?

**ANSWER #14**

Yes, specification section 078123 Intumescent Mastic Fireproofing includes intumescent coating. Intumescent coating specification is required for beams (1hr floor assembly) at rooms 225 & 226 and (3hr floor assembly) new construction of Corridor Room 224 per UL N614.

Specification Section 078100 Applied Fireproofing is not included, because cementitious spray fire proofing is not required.

---

**QUESTION #15**

Swing Gate:

Since these gates are not per the Right of Way Standard, can a detail be provided?  
Are the gates to be painted black, like the ROW Fence?

**ANSWER #15**

Vehicular Swing gate details and requirements are included on sheet C-900 and in Specification 323100 and page J-1701.

---

**QUESTION #16**

ROW Fence:

Please confirm that the ROW Fence Type 1 line posts will need to be the Heavy C post or advise if it is acceptable to substitute the Heavy C with a 2" OD pipe as utilized on IDOT fence systems?

Will the Tollway allow a substitution from painted to powder coated posts and components which is customary in the fence industry?

**ANSWER #16**

Heavy C posts shall be used as specified.

Fence posts shall be galvanized, not painted or powder coated.

---

**QUESTION #17**

In the event that a conflict becomes known during a normal utility locate for the ROW Fence will this work be paid on a force account basis?

**ANSWER #17**

Private electric lines for the light poles that conflict with the fence will not be considered a utility conflict and will be resolved as part of the work. Public utility conflicts will be resolved under the contract Allowances JT154127 Utility Service Connection or JT154118 Unforeseen Conditions.

---

**QUESTION #18**

Please confirm fire proofing scope of work. Code analysis drawings do not indicate fire proofing of structural steel. Detail 5&6/A810 indicates fireproofing of structural steel. Specification section 078123-intumescent mastic fireproofing calls for exposed columns to be fireproofed.

**ANSWER #18**

See details 9/A-820 and 10/A-820 for intumescent coating at mezzanine columns.

---

**QUESTION #19**

Detail 10/A-822 appears to show new coping fl-04 at existing precast parapet but roof demo drawing AD-102 only shows roofing and insulation to be removed. Please confirm if existing precast wall coping and blocking is to be removed and replaced.

**ANSWER #19**

Yes, provide new coping and blocking per detail.

---

**QUESTION #20**

Please confirm location of sealers CS-01 and CS-02 which are not scheduled on the room finish schedule.

**ANSWER #20**

CS-01 and CS-02 are not used.

---

**QUESTION #21**

Drawing A-250 shows new acoustical ceiling APC-01 in existing rooms but there is not any demo work shown for these rooms. Please confirm if APC-01 in existing rooms which have no demolition work is new or existing. If we are to install a new ceiling under the existing or replace existing ac there will be some electrical light fixture and HVAC diffuser relocation work which is not on the electrical and mechanical demo drawings. (example is lunch room 214)

**ANSWER #21**

ACP-01 in existing rooms should be new. The work is to include replacing the acoustic ceiling.

The existing electrical luminaires are Existing to Remain in all areas not specified otherwise, i.e. Lunch Room X214, Radio Room X213, Corridor Room X203, Men's Locker X204, M. Toilet X205, Janitor's Closet X206, Toilet X207, Corridor 224, Vestibule No. 1 X102, and Vestibule No. 2 X107. It is to be determined by the contractor's means and methods as to the need for them to be removed and reinstalled in their current locations.

Mechanical diffusers and equipment demolition work is shown on MD-100, Mechanical Demolition Floor Plans. New mechanical diffusers and equipment is shown on M-101, Partial Plans – North.

---

**QUESTION #22**

Drawing AD-101 indicates waste antifreeze & oil storage tanks are to be removed and relocated but C-300 indicates this work will be performed by the IL Tollway. If the IL Tollway will be relocating the tanks will they also remove the bollards as required.

**ANSWER #22**

The contractor shall be responsible for relocating and reinstalling the tanks according to AD-101 and specification section 111140 Vehicle Lubrication Service Equipment. The Tollway will not remove any bollards. The contractor shall coordinate any bollard removal with the Tollway before proceeding. Sheet 7 C-300 has been revised to reflect this change.

---

**QUESTION #23**

Drawing AD-101 calls for infilling wall openings in office x209. Please confirm existing wall is drywall.

**ANSWER #23**

See sheets A-150, 5/A-610, A-800 for wall types.

---

**QUESTION #24**

A-150-please confirm janitor's storage 137 wall type.

**ANSWER #24**

The available information from the existing design drawings is as follows, "Roof Construction: Ballasted single ply loose membrane (EPDM) roofing material over substrate and over rigid insulation (Min. R=14.3 required)." The thickness of the insulation is noted as 2".

---

**QUESTION #25**

A-150-please confirm break room 123 north wall type

**ANSWER #25**

New north wall, west of door 123.1, is wall type MF80. See A-800 for partition types.

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**QUESTION #26**

Plan 2/A-151-please confirm if WMP-10 (wire mesh partition) is one and the same as 10' high fence. Both descriptions are used in the same locations at the 2 single doors and 1 double door.

**ANSWER #26**

WMP-10 is the same as 10' high fence.

---

**QUESTION #27**

Are any REVIT/Building Models available? If so, please share any design discipline models (Architectural, Structural, MEP/FP, etc.).

**ANSWER #27**

No.

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**QUESTION #28**

Please confirm that all General Conditions, Fees, Insurance, etc. will count towards the self-perform goal of 5%, in addition to any trade work directly performed by the Contractor?

**ANSWER #28**

Bidders should reference Tollway Supplemental Special Provision 108.01 for further clarification.

---

**QUESTION #29**

In consideration of the Self-Performance requirements, do all materials purchased directly by the General Contractor via Purchase Order count towards the self-performance goal (e.g. doors/frames/hardware, direct purchased mechanical/electrical equipment, other direct finish material purchases)?

**ANSWER #29**

Bidders should reference Tollway Supplemental Special Provision 108.01 for further clarification.

---

**QUESTION #30**

Confirm, general building permit cost shall be paid by the owner?



**ANSWER #30**

General building permit costs shall be paid by owner.

---

**QUESTION #31**

Please verify that based on the Steel Products Procurement Act, all steel products supplied on the project including, but not limited to structural steel, misc metals, conduit, fitting, boxes and ductwork are to manufactured in the United States

**ANSWER #31**

According to the Illinois Tollway Supplemental Specifications, dated March 30, 2018, Section 107.1(d), the Contractor will be required to comply with the Steel Products Procurement Act.

---

**QUESTION #32**

Please verify that coordination drawings can be generated based on a coordinated BIM file.

**ANSWER #32**

No use of design files should be assumed. The contractor shall be responsible for the coordination drawings.

---

**QUESTION #33**

Please provide a matrix identifying what testing will be completed by an owner provided testing company and what testing will be the responsibility of the contractor.

**ANSWER #33**

A matrix will not be provided. The contractor is responsible for completing testing according to the contract documents.

---

**QUESTION #34**

Please verify that a full size sample is required for the precast structural concrete.

**ANSWER #34**

Yes.

---

**QUESTION #35**

Please verify how the cost for disposal of any subtitle D, Special or Hazardous waste will be addressed.

**ANSWER #35**

Allowance JT154044 Unsuitable, Non-Special or Hazardous Waste Removal and Disposal has been included in the bid documents for waste disposal.

---

**QUESTION #36**

Can the AISC certification requirement of the structural steel fabricator and erector be waived?

**ANSWER #36**

No. Specification 051200, Structural Steel Framing, Sections 1.03(A) and (B) state that the fabricator and erector shall both be AISC Quality Certified.

---

**QUESTION #37**

A150 shows no bench in the Men's Locker Room X204. A101 shows 3 benches in the Men's Locker Room X204. AD101 shows 2 existing benches in Men's Locker Room and does not indicate removal of these benches. Please clarify the demolition and design of benches in X204 Men's Locker Room

**ANSWER #37**

The benches in Room X204 are existing to remain. No bench work is required in Room X204.

---

**QUESTION #38**

The hazardous material report calls for assumed hazardous materials including oils, greases, fuels and other maintenance products etc. Please clarify the exact scope of work of environmental abatement.

**ANSWER #38**

The contractor shall be responsible for disposal of hazardous materials encountered during construction. Waste disposal shall be covered under Allowance JT154044 Unsuitable, Non-Special or Hazardous Waste Removal and Disposal. The Lube Room pit cleaning and disposal has been identified as the responsibility of the Contractor. The Tollway shall be responsible for emptying the waste oil and waste antifreeze containers prior to the Contractor relocating said containers.

---

**QUESTION #39**

Please confirm all equipment, materials, etc. in areas of demolition will be moved to allow for proper access.

**ANSWER #39**

Items identified as the responsibility of 'Others' or 'Tollway' shall be moved in coordination with the Contractor to allow proper access. Items not identified for removal or moving shall be coordinated with the Tollway, but will be the responsibility of the Contractor.

---

**QUESTION #40**

Please verify how the cost for the undercutting of unsuitable material will be addressed.

**ANSWER #40**

Allowance JT154118 Unforeseen Conditions will be used for undercutting.

---

**QUESTION #41**

Is the existing roof over existing building contain any asbestos containing material? Could you provide the composition of existing roof? What is the thickness of existing insulation and membranes?

**ANSWER #41**

To our knowledge, the roof does not contain any asbestos material. The available information from the existing design drawings is as follows, "Roof Construction: Ballasted single ply loose membrane (EPDM) roofing material over substrate and over rigid insulation (Min. R=14.3 required)."

---

**QUESTION #42**

Fire Shutter (Type I) door schedule dimensions are showing 5'-0" x 8'-0", but when scaled off the drawings the dimension are 5'-8" x 5'-6" (approximately). Which is correct, or which dimension would you like figured. Please advise.

**ANSWER #42**

Assume 5'-8" x 8'-0" at this time. Verify in field as required by specification.

---

**QUESTION #43**

Para 1.01A references equipment as manufactured by Tyco or approved equal. Para 1.04B indicates all equipment by Tyco (no alternatives). Same in Para 3.01A. Can we supply equipment as manufactured by Kidde Fenwal?

**ANSWER #43**

A substitution request may be submitted for approval. See specification section 012500 Substitution Procedures.

---

**QUESTION #44**

Para 2.01B requires cross-zoned smoke detection utilizing UV/IR detection. This is not a typical detector used in Electrical Rooms. Throughout spec there are references to Generator Room (Para 3.02C & 3.02N) which is an application where UV/IR detectors are used. Are we to base quote on installation of UV/IR detectors?

**ANSWER #44**

Provide photoelectric smoke detectors in electrical rooms. Provide UV/IR in Emergency Generator Room.

---

**QUESTION #45**

Para 3.10 specifies selector switch for use with reserve system. Is a Clean Agent Reserve system required?

**ANSWER #45**

Clean agent reserve system is not required in specification section 212200.13 Clean-Agent Fire-Suppression Systems.

---

**QUESTION #46**

There are multiple references to materials/installation specific to Inergen Clean Agent Systems, para 5.01F, 5.02B, 5.03B 1 & 2, 5.06B, 5.08B, C, & D, 5.091. Please confirm Inergen Agent is not to be provided.

**ANSWER #46**

Disregard any reference to Inergen Systems.

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**QUESTION #47**

Para 5.09J & 6.01B references a discharge test. Discharge testing of Novec Clean Agent System is not typically conducted. Please clarify if discharge test is required.

**ANSWER #47**

Novec agent discharge test is not required in specification section 212200.13 Clean-Agent Fire-Suppression Systems.

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**QUESTION #48**

Para 6.01B required a 20-year discharge warranty. To our knowledge currently no manufacturer offers this type warranty specifically 'regardless of cause'.

**ANSWER #48**

Evergreen discharge warranty applies to Intergen systems and shall be disregarded

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**End of Plan Holders Questions and Responses**

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-18-4425

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

An **optional pre-bid meeting** is scheduled for September 20, 2018 at the M-2 Hillside Maintenance Facility, located south of the I-294 Cermak Road Toll Plaza, near mile marker 29.5, northbound lanes, Oak Brook, IL. The meeting will be held in the 2<sup>nd</sup> Floor Break Room at 1:00 p.m.

The work to be done under this Contract shall be started on or about November 23, 2018. All work under this Contract shall be completed by June 19, 2020.

The work under this Contract shall consist of: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements. The work under this Contract is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

Bidders must demonstrate experience and competence with project of similar or greater complexity, size and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT) and submit with the bid the appropriate "Certification of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at lthompson@getipass.com, to be received no later than 12:00 p.m. local time on 9/27/2018.

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

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

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

**DATE:** 9/14/2018

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-18-4425**

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

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

The undersigned hereby proposes to perform: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The services will be performed within the: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

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

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

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

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

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

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

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

- B. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
  - 1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Not Used
- F. Limit construction loads on roof to 300 pounds for concentrated loads and 20 psf for uniformly distributed loads.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials: It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work. Existing roof will be left no less watertight than before removal.
  - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

#### 1.07 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty. Notify warrantor before proceeding.
  - 1. Notify warrantor of existing roofing system on completion of reroofing, and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

**ADDENDUM No. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-18-4425  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: September 25, 2018

For which proposals will be received by the Illinois State Toll Highway Authority at its offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30 AM local time October 9, 2018.

**NOTICE TO REVISIONS TO CONTRACT**

**NOTES:**

1. A-1 Advertisement Page and instructions to bidders Page have been revised.
2. The following revised Special Provisions are included with this Addendum:  
  
Volume II: iR, iiiR, ivR, viiR, J-42R, J-48R, J-373R, J-759R thru J-764R  
  
Volume III: J-1696R thru J-1700R
3. The following new Special Provisions are included with this Addendum:  
Volume II: J-55A thru J-55E, J-55F, J-60A thru J-60B  
Volume III: J-1700A thru J-1700 G
4. The following Special Provision pages were deleted from the Contract by this Addendum:  
Volume II: J-383 thru J-386
5. The following revised Contract Drawings are included with this Addendum:  
Drawings cover page, 4, 15, 23, 39, 41, 42, 45, 47, 48, 53, 57, 59, 61, 62, 86, 94, 95, 97, 102, 103, 140, 146
6. The following new Contract Drawings are included with this Addendum:  
Drawings 65A, 65B
7. Meeting minutes and sign-in sheet from the pre-bid site meeting are included with this Addendum.
8. Responses to questions from Plan Holders are included in this Addendum.

**CHANGES TO THE CONTRACT REQUIREMENTS**

**Change No. 1**

Contract Requirements, Volume I, A-1 Advertisement Page and Instruction to Bidders, Replace Pages A-1 and I-3 with Pages A-1R and I-3R (attached).

This replacement contains the following information:

- 1.1 Replace A-1 Page with A-1R page.



- 1.2 Replace I-3 Page with I-3R page.

### **CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

#### **Change No. 2**

Contract Requirements, Volume II, Table of Contents, Replace Pages i, iii, iv with Pages iR, iiiR, and ivR (attached).

This replacement contains the following information:

- 2.1 Updated Table of Contents to reflect Warranty Information and Mobilization.
- 2.2 Updated page numbering.
- 2.3 Updated page numbering.
- 2.4 Updated page numbering.

#### **Change No. 3**

Contract Requirements, Volume II, Table of Contents, Replace Page vii with Page viiR (attached).

This replacement contains the following information:

- 3.1 Updated Specification Title to Section 321723 – Multi-Polymer Pavement Markings
- 3.2 Updated page numbering.

#### **Change No. 4**

Contract Requirements, Volume II, SP 114, Replace Page J-42 with Page J-42R (attached).

This replacement page contains the following information:

- 4.1 Added the salvaging of the existing generator and the associated drop-off location

#### **Change No. 5**

Contract Requirements, Volume II, SP 120, Replace Page J-48 with Page J-48R (attached).

This replacement page contains the following information:

- 5.1 Removed the ESIS from the available reports.

#### **Change No. 6**

Contract Requirements, Warranty, Add Pages J-55A thru J-55E (attached).

These new pages contain the following information:

- 6.1 Warranty

#### **Change No. 7**

Contract Requirements, Mobilization, Tollway Modified, Add Page J-55F (attached).

This new page contains the following information:

- 7.1 Mobilization – terms of mobilization payment updated

#### **Change No. 8**

Contract Requirements, Volume II, Section 012500 – Substitution Procedures, Add Pages J-60A thru J-60B (attached).

These new pages contain the following information:

8.1 Substitution Request Form

**Change No. 9**

Contract Requirements, Volume II, Section 070150.19 – Preparation for Reroofing, Replace Pages J-373 with J-373R (attached).

This replacement contains the following revisions:

9.1 Construction load information added.

**Change No. 10**

Contract Requirements, Volume II, Section 071800 – Pavement Markings, Delete Pages J-383 thru J- 386. These pages have been replaced with ‘Intentionally Left Blank”, Pages J-383R thru J-386R.

This replacement contains the following revisions:

10.1 Special Provision deleted.

**Change No. 11**

Contract Requirements, Volume II, Section 111151 – Vehicle Exhaust Gas Extraction System, Replace Pages J-759 thru J-764 with J-759R thru J-764R (attached).

This replacement contains the following revisions:

11.1 Updated product information.

**Change No. 12**

Contract Requirements, Volume III, Section 321723 – Multi-Polymer Pavement Markings, Replace Pages J-1696 thru J-1700 with J-1696R thru J-1700R and add Pages J-1700A thru J-1700G (attached).

This replacement contains the following revisions:

12.1 Updated pavement marking specification to Tollway Standard.

**CHANGES TO THE CONTRACT PLANS**

**Change No. 13**

Contract Plans, Drawing Cover Page (attached)  
Civil General Notes

This drawing contains the following revision:

13.1 Added professional engineering stamps and seals.

**Change No. 14**

Contract Plans, Drawing 4 (attached)  
Civil General Notes

This drawing contains the following revision:

14.1 Added a Schedule of Quantities to the plan sheet.

**Change No. 15**

Contract Plans, Drawing 15 (will be issued to successful bidder)

## Pavement Marking Plan

This drawing contains the following revision:

- 15.1 Revision to the pavement marking type for the parking areas.

### **Change No. 16**

Contract Plans, Drawing 23 (will be issued to successful bidder)  
Level 1 Electrical Demolition Plan – Truck Parking and Offices

This drawing contains the following revision:

- 16.1 Clarification on removal and turn-over of existing generator to owner.

### **Change No. 17**

Contract Plans, Drawing 39, 41, 42, and 59 (attached)  
Building Elevations, Building Sections, Wall Sections, Window Details

This drawing contains the following revision:

- 17.1 Keynote ACW-20 updated from manual window crank to motorized window controller.
- 17.2 Keynote ACW-20 updated from manual window crank to motorized window controller.
- 17.3 Keynote ACW-20 updated from manual window crank to motorized window controller.
- 17.4 Keynote ACW-20 updated from manual window crank to motorized window controller.

### **Change No. 18**

Contract Plans, Drawing 45 (attached)  
Furniture, Fixture, & Equipment Plans

This drawing contains the following revision:

- 18.1 WB-3 in Mechanic's Room relocated to Tire Storage / Repair.
- 18.2 WB-2 added in Mechanic's Room.

### **Change No. 19**

Contract Plans, Drawing 47 (attached)  
Equipment Details

This drawing contains the following revision:

- 19.1 Adjusted in-ground lift locations to allow for trench drain on 2/A-632 and 4/A-632.
- 19.2 Added dimensions to locate trench drain on 2/A-632 and 4/A-632.
- 19.3 Clarified slope on 1/A-632.

### **Change No. 20**

Contract Plans, Drawing 48 (attached)  
Interior Elevations

This drawing contains the following revision:

- 20.1 Interior Elevation for mother's room (11/A-650) was revised to include keyed locks for cabinet doors and the cabinet door swing was adjusted.

### **Change No. 21**

Contract Plans, Drawing 53 (attached)  
Typical Details

This drawing contains the following revision:

- 21.1 Control joint added to bollard plan detail 1/A-820
- 21.2 Slip sheet added to bollard detail 5/A-820

**Change No. 22**

Contract Plans, Drawing 57 (attached)  
Door Schedule, Types and Frame Types

This drawing contains the following revision:

- 22.1 Door schedule was revised for door 228.1 to include remark "Provide privacy red/green or vacant/occupied indicator on exterior".

**Change No. 23**

Contract Plans, Drawing 61 (attached)  
Signage Plan and Schedule

This drawing contains the following revision:

- 23.1 Signage schedule and signage plan were revised to reflect 2 new signs for mother's room.

**Change No. 24**

Contract Plans, Drawing 62 (attached)  
Sign Type Details

This drawing contains the following revision:

- 24.1 New sign IN-04 was added.

**Change No. 25**

Contract Plans, Drawing 65A and 65B (attached)  
Special Inspections

This new drawing contains the following information:

- 25.1 Sheet S-004 Special Inspections
- 25.1 Sheet S-004 Special Inspections

**Change No. 26**

Contract Plans, Drawing 86 (attached)  
Partial Plans - North

This drawing contains the following revision:

- 26.1 Added note to provide flared or bell-mouth fittings for medium pressure taps.

**Change No. 27**

Contract Plans, Drawing 94 (attached)  
Details

This drawing contains the following revision:

- 27.1 Updated Details: 01, 05, 08, 09, 10, 11

**Change No. 28**

Contract Plans, Drawing 95 (attached)  
Details

This drawing contains the following revision:  
28.1 Updated Detail: 04

**Change No. 29**

Contract Plans, Drawing 97 (attached)  
Details (Reference Only)

This drawing contains the following revision:  
29.1 Updated Details: 01, 02

**Change No. 30**

Contract Plans, Drawing 102 (attached)  
Schedules

This drawing contains the following revision:  
30.1 Added coating note for RTUs.

**Change No. 31**

Contract Plans, Drawing 103 (attached)  
Schedules

This drawing contains the following revision:

- 31.1 Revised Diffuser Schedule
- 31.2 Revised Fan Diameter and Fan RPM requirements in the schedule

**Change No. 32**

Contract Plans, Drawing 140 (attached)  
Enlarged Power Plans – Truck Parking and Offices

This drawing contains the following revision:

- 32.1 Appliance outlet added to Mother's Room

**Change No. 33**

Contract Plans, Drawing 146 (attached)  
Enlarged Systems Plan – Truck Maintenance

This drawing contains the following revision:

- 33.1 Clarification for coordination of door hardware, access control, low voltage, and security devices with architecture and IT drawings.

**END OF ADDENDUM CHANGES**

## Plan Holders Questions and Reponses

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### **QUESTION #1**

An extension of the bid date is requested. Additional time is necessary to identify DBE participants to attain the 28% utilization goal. The MEP trades require additional time to review scope and prepare pricing.

### **ANSWER #1**

No change to the bid date will be made at this time.

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### **QUESTION #2**

Will cleaning of the lube room pit be performed before installation of the offices?

### **ANSWER #2**

The Contractor will be responsible for cleaning the lube room pit and disposal of waste prior to installation of the new offices.

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### **QUESTION #3**

Will the Contractor have outside staging areas?

### **ANSWER #3**

Yes, but the Contractor shall coordinate with the Tollway to develop a staging plan for the work.

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**End of Plan Holders Questions and Reponses**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

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**DATE: 9/14/2018**

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 demonstrate experience and competence with project of similar or greater complexity, size, and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT)) and submit with the bid and the appropriate "Certification 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.

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

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

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

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

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

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

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

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

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

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

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



ILLINOIS STATE TOLL HIGHWAY AUTHORITY (Tollway)  
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 M-2 MAINTENANCE FACILITY RENOVATION AND ADDITION  
 TRI-STATE TOLLWAY (I-294)  
 MILE POST 29.5

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416000	MOBILE PLANT EQUIPMENT .....	J-1728
416223	FORK TRUCKS .....	J-1735

<u>Item</u>	<u>Location</u>
Aluminum Pipe Handrail	N/A
Guardrail, terminal end sections	N/A
Energy Attenuators	N/A
Removed structural steel breakaway posts	N/A
Removed right-of-way fence	N/A
Temporary fence	N/A
Luminaires, ballasts, aluminum pole fitters, aluminum mast arms, and aluminum poles	M-2 Maintenance Facility
Generators	M-14 Maintenance Facility (3460 Finley Road, Downers Grove, Il.)
Outdoor roadway lighting control consoles	N/A

**S.P. 115 ILLINOIS TOLLWAY OPERATIONAL FACILITIES (PROCEDURES, PROTECTION, AND LIQUIDATED DAMAGES)**

Illinois Tollway operational facilities include but are not limited to roadways, bridges, overhead sign structures, cantilever sign structures, overhead pedestrian walkways, plaza canopies, buildings, Electronic Toll Collection (ETC) monotubes and frame structures, fiber optic cable, multi-mode cable, Digital Message Signs (DMS), cameras, Vehicle Detection Sensors, telecommunication cable, electrical (overhead and underground), water and sewer. Illinois Tollway Operational Facilities are installed along and across the rights-of-way of the Illinois Tollway system.

**S.P. 115.1 Facilities Locate Process**

The Contractor or Sub-Contractor performing the work shall have all known Illinois Tollway facilities located at all times in the general area of the facility. The location of the Illinois Tollway's fiber optic cable, as well as other Illinois Tollway facilities, is not available through the J.U.L.I.E. system. The contractor shall coordinate with the Illinois Tollway to determine the location of these facilities.

The Contractor shall initiate the locate process for the Illinois Tollway facilities by completing an online Locate Request Form A-36. To submit a Illinois Tollway Locate, log onto [www.illinoisvirtualtollway.com/utilitylocates](http://www.illinoisvirtualtollway.com/utilitylocates). The completed A-36 form,

**S.P. 120 AVAILABLE REPORTS**

The following is a listing of additional reports for the M-2 Maintenance Facility prepared by Environmental Design International, Inc. that are available for review on the Illinois Tollway's online plan room at [www.illinoistollwaybidding.com](http://www.illinoistollwaybidding.com).

- RP\_EDJ\_RC\_4267\_HazMatReport\_07022018.doc

**S.P. 121 ELECTRONIC DATA FILES AVAILABLE**

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

The Contractor agrees to defend, hold harmless and indemnify the Illinois Tollway, its officers, directors, employees, agents, and consultants from any and all claims resulting from, or in any way related to the use or modification of electronic data and files provided hereunder, by the Contractor, or by any third party obtaining the listed files.

<b>File Name</b>	<b>Description</b>
4267-M2-CIVIL.DGN	3-D Model – 3-D DGN file
4267-M2-CIVIL-EG.tin	Existing Ground – TIN File
4267-M2-CIVIL-FG.tin	Finish Ground – TIN File

**S.P. 122 COMMITMENTS**

**S.P. 123 RESERVED**

## **WARRANTY**

### **GENERAL**

**Effective: January 11, 2010**

**Revised: June 30, 2017**

### **GENERAL**

This special provision amends and supersedes any previous warranty provisions, and is in addition to the warranty requirements of Article 105.18 of the Illinois Tollway Supplemental Specifications.

The Contractor warrants that all work completed under the contract pay items, including all materials and workmanship furnished by the Contractor and subcontractors shall comply with the contract, and that the work shall be free from defects or failures for the period specified after commencement of the warranty period. The Contractor does not warrant the work against failures due to design defects, due to the Illinois Tollway's routine maintenance operations or due to the occurrence of acts of nature that the finished work was not designed to withstand.

The Contractor guarantees that after receipt of notice from the Illinois Tollway as provided herein, he/she shall perform the warranty work as specified in the notice in accordance with the warranty work actions specified herein including all necessary incidental work to complete the action and restore the complete facility, and damage to adjoining structures caused by failure of the warranted work, including but not limited to removal, engineering, material procurement, reinstallation, or replacement at the Contractor's cost and expense. The Illinois Tollway's remedies under this warranty are not exclusive but are in addition to any other remedies provided by this contract or law. The additional obligations undertaken by the Contractor to provide this warranty for the work and to perform in accordance herewith shall be secured by a performance and payment bond provided by the Contractor in a form furnished by the Illinois Tollway, and said bond to remain in full force and effect for the duration of the warranty period.

For the purpose of this special provision, the following definitions shall apply:

**Warranty:** An assurance by the seller and/or manufacturer of a product that the goods or property will continue to perform as promised or represented and which provides for a specific remedy, such as repair or replacement, in the event the goods or property fails within a specific timeframe.

**Guaranty:** An assurance by the contractor that the specific Work will meet expected workmanship standards as stated in the contract or in accordance with industry standards and provides for a specific remedy, such as repair or replacement of the Work, if it fails within a specific timeframe.

Std. Sp/S.P.	DESCRIPTION	CONTRACTOR	MANUFACTURER
	<b>ROADWAY and BRIDGES</b>		
109.08(b) Illinois Tollway Suppl.	GUARANTY AGAINST DEFECTIVE WORK	1 year	
033000	CAST-IN-PLACE CONCRETE	3 years	3 years
034100	STRUCTURAL PRECAST CONCRETE	5 years	5 years
034110	PRECAST CONCRETE HOLLOW CORE SLABS	5 years	5 years
051200	STRUCTURAL STEEL FRAMING	1 year	
052110	STEEL JOIST GIRDER FRAMING	1 year	
052120	STEEL JOIST FRAMING	1 year	
053123	STEEL ROOF DECKING	1 year	
054000	COLD-FORMED STRUCTURAL FRAMING	1 year	
055000	METAL FABRICATIONS	1 year	
055119	METAL GRATING STAIR	1 year	
055213	PIPE & TUBE RAILING	1 year	
055313	STAINLESS STEEL BAR GRATING	1 year	
061053	MISCELLANEOUS ROUGH CARPENTRY	1 year	
064116	PLASTIC LAMINATE FACED ARCHITECTURAL CABINETS	1 year	
071326	SELF-ADHERING SHEET WATERPROOFING	2 years	5 years
071800	PAVEMENT MARKINGS	1 year	5 years
071900	WATER REPELLANTS	1 year	5 years
072100	THERMAL INSULATION	1 year	
072600	VAPOR RETARDERS	1 year	2 years
075423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	2 years	10 years
076200	FLASHING & TRIM	1 year	2 years
077100	ROOF SPECIALTIES	2 years	10 years
077100	ROOF SPECIALTIES/FINISHES	1 year	20 years
077129	MANUFACTURED ROOF EXPANSION JOINTS	1 year	2 years
077200	ROOF ACCESSORIES FINISHES	1 year	10 years
078123	INTUMESCENT MASTIC FIRE PROOFING	1 year	
078400	FIRESTOPPING	1 year	
079126	PREFORMED JOINT FILLERS	2 years	2 years
079200	ELASTOMERIC SEALANTS	1 year	5 years, U.N.O
079200	EXTERIOR SILICONE SEALANTS	1 year	20 years
079200	NON-ELASTOMERIC SEALANTS	1 year	2 years
079200	JOINT FILLERS	1 year	5 years
081613	FIBERGLASS REINFORCED PLASTIC DOORS & FRAMES	1 year	10 years
083323	OVERHEAD COILING DOORS	1 year	
083613	SECTIONAL DOORS	1 year	2 years
083613	SECTIONAL DOORS FINISH	1 year	10 years
084513	STRUCTURED-POLYCARBONATE-PANEL ASSEMBLIES	5 years	10 years
084513	STRUCTURED POLYCARBONATE PANEL /PANEL FINISH	1 year	10 years
085113	ALUMINUM WINDOWS - WINDOW	1 year	10 years
085113	ALUMINUM WINDOWS - GLAZING UNITS	1 year	5 years



Std. Sp/S.P.	DESCRIPTION	CONTRACTOR	MANUFACTURER
085113	ALUMINUM WINDOWS – ALUMINUM FINISH	1 year	10 years
085619	PASS WINDOWS	1 year	10 years
087100	DOOR HARDWARE CLOSERS MECHANICAL	1 year	30 years
087100	DOOR HARDWARE CLOSERS ELECTRIFIED	1 year	2 years
087100	DOOR HARDWARE EXIT DEVICES MECHANICAL	1 year	3 years
087100	DOOR HARDWARE EXIT DEVICES ELECTRIFIED	1 year	1 year
087100	DOOR HARDWARE LOCKSETS MECHANICAL	1 year	3 years
087100	DOOR HARDWARE LOCKSETS ELECTRIFIED	1 year	1 year
087113	AUTOMATIC DOOR OPERATORS	1 year	2 years
088000	GLAZING	1 year	10 years
088000	GLAZING COATED GLASS	1 year	10 years
088000	GLAZING INSULATING GLASS	1 year	10 years
088813	FIRE-RESISTANT GLAZING	1 year	10 years
096623	RESINOUS MATRIX TERRAZZO FLOORING	1 year	
097700	RESILIENT WALL COVERINGS	1 year	1 year
099100	PAINTING	1 year	
101100	VISUAL DISPLAY SURFACES (PORCELAIN-ENAMEL FACE SHEETS)	1 year	5 years
101419	DIMENSIONAL LETTER SIGNAGE	1 year	10 years
101423	PANEL SIGNAGE	1 year	10 years
102213	WIRE MESH PARTITIONS	1 year	
102800	TOILET, BATH, & LAUNDRY ACCESSORIES	1 year	STANDARD MANUFACTURER'S WARRANTY
104416	FIRE EXTINGUISHER	1 year	6 years
105113	METAL LOCKERS	1 year	2 years
111114	SHOP EQUIPMENT	1 year	2 years
111120	WELDING EQUIPMENT	1 year	2 years
111140	VEHICLE LUBRICATION SERVICE EQUIPMENT	1 year	1 year
111140	VEHICLE LUBRICATION SERVICE EQUIPMENT, PUMP PARTS & LABOR	1 year	5 years
111140	VEHICLE LUBRICATION SERVICE EQUIPMENT, DEFECTIVE PART REPLACEMENT	1 year	15 years
111151	VEHICLE EXHAUST GAS EXTRACTION SYSTEM	1 year	5 years
111151	VEHICLE EXHAUST SYSTEM - ALUMINUM EXTRUSION	1 year	10 years
113100	RESIDENTIAL APPLIANCES	1 year	5 years
118129	FALL PROTECTION SYSTEMS	1 year	STANDARD MANUFACTURER'S WARRANTY
122413	ROLLER WINDOW SHADES	1 year	
123661	SIMULATED STONE COUNTERTOPS	1 year	
125100	OFFICE & INDUSTRIAL FURNITURE	1 year	varies
142423	HYDRAULIC PASSENGER ELEVATORS	1 year	1 year

Std. Sp/S.P.	DESCRIPTION	CONTRACTOR	MANUFACTURER
211000	WATER-BASE FIRE SUPPRESSION SYSTEM	1 year	STANDARD MANUFACTURER'S WARRANTY
212200.13	CLEAN-AGENT FIRE SUPPRESSION SYSTEM	1 year	20 years
220700	PLUMBING INSULATION	1 year	
221513	COMPRESSED AIR PIPING	1 year	15 years
223000	PLUMBING EQUIPMENT	1 year	2 years
223000	PLUMBING EQUIPMENT, WATER HEATERS	1 year	3 years
223400	FUEL-FIRED, DOMESTIC-WATER HEATERS – HEAT EXCHANGER	1 year	6 years
223400	FUEL-FIRED, DOMESTIC-WATER HEATERS – CONTROLS AND OTHER COMPONENTS	1 year	5 years
230500	BASIC MECHANICAL REQUIREMENTS	1 year	2 years
230923	HVAC DIRECT DIGITAL CONTROL SYSTEM	1 year	1 year
232113	HYDRONIC PIPING	1 year	
232123	HYDRONIC PUMPS	1 year	3 years
233400	HVAC FANS	1 year	4 years
233700	AIR OUTLETS AND INLETS	1 year	10 years
234000	HVAC AIR CLEANING DEVICES	1 year	
235200	HEATING BOILERS	1 year	15 years
235516	GAS FIRED HEATERS VACUUM PUMPS	1 year	3 years
235516	GAS FIRED HEATERS	1 year	3 years
235516	GAS FIRED HEATERS VACUUM PUMPS CAST IRON COMBUSTION CHAMBERS	1 year	25 years
236350	GAS DETECTION & ALARM SENSOR INSTRUMENTATION	1 year	2 years
237200	ENERGY RECOVERY VENTILATOR	1 year	
237350	PACKAGED GAS FIRED HEATING & VENTILATING UNITS	1 year	5 years
237413	PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS - PARTS	1 year	1 year
237413	PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS – COMPRESSOR PARTS	1 year	5 year
237413	PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS – HEAT EXCHANGER	1 year	10 year
238126	SPLIT SYSTEM AIR CONDITIONERS	1 year	1 year
238126	SPLIT SYSTEM AIR CONDITIONERS, COMPRESSOR	1 year	5 years
238300	ELECTRIC HEATERS	1 year	STANDARD MANUFACTURER'S WARRANTY
238316	RADIANT-HEATING HYDRONIC PIPING	1 year	
260500	BASIC ELECTRICAL REQUIREMENTS	1 year	
260573	POWER STUDIES	2 years	2 years
260913	ELECTRICAL POWER MONITORING AND CONTROL	1 year	
260923	LIGHTING CONTROL DEVICES	1 year	
260943.23	RELAY-BASED LIGHTING CONTROLS - TECHNICAL SUPPORT AND UPGRADE SERVICE	1 year	STANDARD MANUFACTURER'S WARRANTY
261900	SERVICE ENTRANCE	1 year	
262413	SWITCHBOARDS	1 year	5 years

Std. Sp/S.P.	DESCRIPTION	CONTRACTOR	MANUFACTURER
262416	PANELBOARDS	1 year	5 years
262923	VARIABLE FREQUENCY MOTOR CONTROLLERS	1 year	5 years
263213	ENGINE GENERATORS	1 year	2 years
263353	STATIC UNINTERRUPTIBLE POWER SUPPLY	3 years	3 years
263600	TRANSFER SWITCH	1 year	
264313	SURGE PROTECTION FOR LOW VOLTAGE ELECTRICAL POWER CIRCUITS	1 year	10 years
265100	INTERIOR LIGHTING - EMERGENCY LIGHTING BATTERIES	1 year	10 years
265100	INTERIOR LIGHTING - EMERGENCY FLUORESCENT BALLAST AND SELF-POWERED EXIT SIGN BATTERIES	1 year	7 years
265600	EXTERIOR LIGHTING	1 year	5 years
265600	EXTERIOR LIGHTING LIGHT POLES	1 year	3 years
283111	DIGITAL ADDRESSABLE FIRE ALARM SYSTEM	1 year	5 years
412323	INGROUND VEHICLE LIFTS	5 years	10 years
412324	MOBILE COLUMN VEHICLE LIFTS	5 years	5 years
412325	TWO POST VEHICLE LIFTS	3 years	3 years
416000	MOBILE PLAN EQUIPMENT	1 year	2 years
416223	FORK TRUCKS	2 years	2 years

#### COMMENCEMENT OF WARRANTY PERIOD

The Warranty Period Start Date shall be the Contract Completion date stated in the Chief Engineer's letter to the Contractor confirming that the Contractor has completed all work.

Commencement of warranty does not relieve the Contractor of any remaining or contractual obligations. Approval of the Warranty Period Start Date shall not be construed as final acceptance of the work of the contract not subject to approval.

The Contractor shall submit Tollway form A-27 documenting the warranty items and terms.

#### WARRANTY REQUIREMENTS

The Illinois Tollway will notify the Contractor of the need for corrective action. The Contractor shall perform corrective action promptly as defined in the notification. The notification will provide for a requested start date for performance of corrective action covered by the notice, and for a number of working days estimated to complete the corrective action. The Illinois Tollway and Contractor may agree upon a start date and reasonable period of performance to define prompt completion.

**MOBILIZATION, TOLLWAY (MODIFIED) (Illinois Tollway)**

**Effective: July 15, 2018**

The Illinois Tollway Supplemental Specifications, Issued March 30, 2018, Section 671. Mobilization – Illinois Tollway is revised as follows.

Revise the second paragraph of Article 671.01 to read:

The amount which a Contractor will receive payment for, according to the following schedule, will be limited to six (6) percent of the Contract Award Amount. Should the bid price for this item exceed six (6) percent of the Contract Award Amount, the portion in excess of six (6) percent will not be paid until eight-five (85) percent of the Adjusted Contract Amount is earned. The Adjusted Contract Amount is defined as the Contract Award Amount plus the amount of any approved change order and/or extra work order.

Replace the first sentence of Article 671.02 with the following:

**Method of Measurement and Basis of Payment.** MOBILIZATION, TOLLWAY (MODIFIED) will be measured on a lump sum basis and payment will be made in accordance with the following schedule:

Revise Article 671.02 (b) and Article 671.02 (c) to read:

- (b) When 10 percent or more of the Contract Award Amount is earned and submitted on a partial pay estimate, an additional 25 percent of the pay item, but no more than 1.5 percent of the Contract Award Amount will be paid.
- (c) When 85 percent of the Adjusted Contract Amount is earned and submitted on a partial pay estimate, any amount bid in excess of six (6) percent of the Contract Award Amount will be paid.

## SUBSTITUTION REQUEST FORM

To: A. Epstein and Sons International, Inc. Substitution Request (SR): \_\_\_\_\_  
600 West Fulton Street From: \_\_\_\_\_  
Chicago, IL 60661-1259 \_\_\_\_\_  
 Attention: \_\_\_\_\_ Date: \_\_\_\_\_

Work Contract: \_\_\_\_\_  
 Specification Section: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_  
 Drawing: \_\_\_\_\_ Detail: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Model: \_\_\_\_\_  
 Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

History:  New Product  2-5 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_

Point-by-point comparative data of proposed substitution with specified product attached - REQUIRED BY ARCHITECT

Compliance of proposed substitution with performance requirements of Contract Documents: \_\_\_\_\_

Life cycle cost or proposed substitution relative to specified product: \_\_\_\_\_

Reason for not providing specified product: \_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

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

Proposed substitution affects other parts of the Work and Project:  No  Yes; explain \_\_\_\_\_

Description of Changes to Contract Documents that proposed substitution will require for proper installation: \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ ( \_\_\_\_\_ )

Proposed substitution changes Contract Time:  No  Yes; Add/Deduct \_\_\_\_\_ calendar days.

Supporting Data Attached:

Product Data  Drawings  Tests  Reports  Samples  \_\_\_\_\_

Contractor certifies:

- Contractor has thoroughly evaluated proposed substitution and has determined proposed substitution will result in total Work which is equal to or better than the Work originally required by Contract Documents, in every respect of significance, except as otherwise specifically stated in Substitution Request Form, and that proposed substitution will perform adequately in application indicated, regardless of equality and exceptions thereto. Contractor waives rights to additional payment and time which may subsequently be necessitated, by failure of substitution to perform adequately, and for required work to make corrections thereof.
- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified.
- Same warranty will be furnished for proposed substitution as for specified.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will not affect or delay progress of the Work.
- Cost data is complete. Claims for additional costs and time related to the accepted substitution which may subsequently become apparent are to be waived and for required work to make corrections thereof.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for other separate contractors, if any, and Owner for increased cost of other work caused by accepted substitution.
- Coordination, installation and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

ARCHITECT REVIEW AND ACTION

- Substitution reviewed - Make submittals in accordance with Specification Section 013300 - Submittal Procedures.
- Substitution reviewed with comments - Make submittals in accordance with Specification Section 013300 - Submittal Procedures.
- Substitution rejected - Use specified products.
- Substitution Request received too late - Use specified products.

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:  Contractor  Architect  \_\_\_\_\_

- B. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.
1. A roof moisture survey of existing roofing system is available for Contractor's reference.
  2. The results of an analysis of test cores from existing roofing system are available for Contractor's reference.
  3. Construction Drawings and Project Manual for existing roofing system are available for Contractor's convenience and information, but are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.
- F. Limit construction loads on roof to 300 pounds for concentrated loads and 20 psf for uniformly distributed loads.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials: It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work. Existing roof will be left no less watertight than before removal.
  2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- 1.07 WARRANTY
- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty. Notify warrantor before proceeding.
1. Notify warrantor of existing roofing system on completion of reroofing, and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

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## SECTION 111151 - VEHICLE EXHAUST GAS EXTRACTION SYSTEM

## 1.1 SUMMARY

- A. This section includes vehicle exhaust gas extraction system including hose reels for connection to vehicle tailpipes, and exhaust fans.

## 1.2 SUBMITTALS

- A. Product Data for the following:

- 1. Packaged vehicle exhaust gas extraction system:
  - a. Spring operated exhaust hose reel on trolley rail assemblies
  - b. Exhaust gas hose
  - c. Nozzles
  - d. Exhaust fan
  - e. Controls

- B. Shop Drawings: Include plans, elevations, sections, and details to illustrate component assemblies and attachments.

- C. Operation and Maintenance Manuals: For the following:

- 1. Spring operated exhaust hose reel on trolley rail assemblies
- 2. Safety disconnect coupling
- 3. Nozzles
- 4. Exhaust fans

## 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Exercise care in the handling and storage of materials and pre-fabrications to ensure that contamination by foreign material does not occur.
- B. Deliver reels as factory-assembled unit, to the extent allowable by shipping limitations, with protective crating and covering.
- C. Disassemble and reassemble units, as required for moving to final location, according to manufacturer's written instructions.
- D. Lift and support units with manufacturer's designated lifting or supporting points.

## 1.4 COORDINATION

- A. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

## 1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Preinstallation Conference: Conduct conference at Project site with all required subcontractors for coordination of all systems that run overhead. Comply with requirements in Division 01 Section "Project Management and Coordination."

## 1.6 WARRANTY

- A. Warranty coverage to include both labor and materials for repair and replacement.
- B. Provide a written warranty for a period of five (5) years parts and labor on all standard components and ten (10) year warranty on all aluminum extrusions from date of shipment for all components.

## PART 2 - PRODUCTS

### 2.1 PACKAGED VEHICLE EXHAUST EXTRACTION SYSTEM

#### A. Exhaust Hose Reel Assemblies (EHR-1, EH-2):

##### 1. Rail Trolley System

##### a. Rail Trolley Assembly

- 1) Hose reel on rail shall be a gantry type trolley designed to carry a dual spring operated hose reel.
- 2) Trolley shall have sealed ball bearing wheels designed to roll outside on the rail profile flange.
- 3) The trolley chassis shall be zinc electro plated steel. The chassis shall be fitted with a tapered cone at one end to provide the connection between the hose reel and suction rail via a flexible duct. The exhaust cone transition shall be a tapered slot design which shall fit inside the suction rail profile. The tapered slot shall be equal or exceed in area the diameter of exhaust ventilation hose on the hose reel to which it is attached. Rubber impact bumpers at both the front and rear of the suction rail to stop the trolley at each end of the suction rail.

##### b. Rail Trolley Materials

- 1) Rail shall be constructed of a one piece continuous extruded aluminum rail in a minimum length of 19 feet (5.79 m).
- 2) Construction Profile: Rectangular profile, rail height of 10 inches (254 mm) including the rubber seals, rail thickness of 0.20 inch (5 mm), width of 8-½ inches (216 mm) ID.
- 3) Bottom Portion of Rail: Continuous slots to accept a rubber seal.
- 4) Rubber Seals: Fitted into each side of the rail and shall join in the middle.
- 5) Rail Material: Aircraft aluminum alloy Type AA-6063 (ASTM B209/B209M).

- 6) Rail: Extruded as a one piece design unit to maximize the structural integrity of the rail and to minimize joints which may add to possible leakage of dangerous exhaust gases.

c. Dual Spring Operated Hose Reel Storage System:

- 1) All steel components shall be electro zinc plated steel except for the hose storage drum end plates, which will be powder coated yellow.
- 2) Provide four angle clips, one at each corner for mounting reel to walls or building steel.
- 3) Spring cassette must be a sealed enclosure to prevent the coiled spring from coming out of the enclosure if the spring needs to be exchanged.
- 4) Spring cassette must be on the outside of the reel assembly (not in-between the hose reel side bracket and rotating drum) and held to the reel with four bolts.
- 5) Dual Spring shall be a one-inch wide heavy duty coil spring with a total lifting capacity of 75 lbs.
- 6) Provide two adjustable side support tie bars that both connects the side plates together and acts as the hose stop bar. Field adjust location of bar to match hose diameter used.
- 7) Provide two steel hose guides bolted to the rotating drum of hose reel. Plastic tubing type hose guides are unacceptable.
- 8) Access slot in hose reel drum shall be covered with a sheet metal cover made from the same thickness steel as the drum. Cover any exposed edges of drum access slot with a heavy molded trim channel that covers the entire edge.
- 9) Provide, as part of the hose reel assembly, a rubber hose stop collar. This collar is installed around the hose and adjusted to control the amount of hose that hangs down off the reel when the hose is recoiled.
- 10) Provide a latch and lock feature on each hose reel. This feature allows an operator to pull the hose down to a convenient position and the reel will stay there until the hose is recoiled by pulling out a little more hose.

d. Basis of Design: Plymovent SER-1050 Dual Spring Operated Hose Reel with HRR Trolley.

2. Exhaust Gas Hose:

- a. The exhaust gas hose shall consist of two 6 inch diameter hoses connected by a safety disconnect coupling rated for 130 lb release force.

- 1) Basis of Design: Plymovent SDCA 150.

- b. The bulk hose shall be 41 feet long and rated for 850 °F and negative 20.4 inches WG. This is a special coated high temperature fabric with galvanized steel external helix with stainless steel wire reinforcing. The hose shall be highly flexible with a 3:1 compression ratio.

- 1) Basis of Design: CP HiTex 480

3. Exhaust Gas Nozzle:

- a. Nozzle shall connect to positioning poles

- 1) 10 inch nozzle with 6 inch hose connection.

- b. Provide protective grid at throat of nozzle to keep foreign bodies from being ingested into the hose.
  - c. Provide clamping device to secure nozzle to tailpipe of the vehicle being serviced.
4. Proximity Switch:
- a. Each hose reel shall have a micro-switch with a form C switch to signal the automatic control system whether or not the damper is open or closed.
5. Positioning Poles:
- a. Telescoping pole which connects to nozzles for extended reach.
  - b. Basis of Design: Plymovent Stack 150 with TH-90. One pole per 2 hose reels.
- B. Exhaust Fans:
- 1. Factory-fabricated, -assembled, -tested, and -finished, direct-driven centrifugal fans consisting of housing, wheel, fan shaft, bearings, motor and disconnect switch, drive assembly, and support structure.
  - 2. Housing: 18 gauge minimum, high grade steel with joints continuously welded;
  - 3. Airfoil Impeller of heavy gauge high strength steel;
  - 4. AMCA Class II welded wheel construction;
  - 5. Shafts: Statically and dynamically balanced and selected for continuous operation at maximum rated fan speed and motor horsepower, with final alignment and belt adjustment made after installation.
  - 6. Fan motor: TEFC, 3 phase, continuous duty rated, CFM as noted on drawings, externally mounted and outside of the air stream. 3600 rpm.
  - 7. Fan activation: each fan shall be activated by micro switch mounted on the reel assembly. Fan shall turn on when the hose is extended and turn off when the hose is retracted.
  - 8. Provide vibration isolating mounts for exhaust fan and motor.
  - 9. Basis of Design: See Drawings,
- C. Controls:
- 1. Interface Requirements for Vehicle Exhaust System Control
    - a. Provide compatible interface for Vehicle Exhaust System for the following:
      - 1) Adjusting set points.
      - 2) Monitoring exhaust fan start, stop, and operation.
      - 3) Manual override to start Blower
      - 4) Hand / Off / Auto Switch capability
      - 5) Wireless transmitter / receiver that activates when hose reel is pulled down
      - 6) IVEC JR Control to send signal for tripped micro-switch

b. Panel system shall include:

- 1) NEMA 4x Enclosure
- 2) UL Listed

### PART 3 - EXECUTION

#### 3.1 SYSTEM INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of the systems.
- B. Install hose reels level and plumb.
- C. Install units with clearances for service and maintenance.

#### 3.2 ADJUSTING

- A. Refer to Division 23 Section "HVAC Testing, Adjusting and Balancing" for testing, adjusting, and balancing procedures.
- B. Install equipment level and plumb.
- C. Support fans using [spring isolators] having a static deflection of [2 inch (50 mm)]. Vibration-control devices are specified in Division 23 Section "Mechanical Vibration Control." Secure vibration controls to concrete bases using anchor bolts cast in concrete base.
- D. Install floor-mounting units on concrete bases. Concrete, reinforcement, and formwork requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- E. Install units with clearances for service and maintenance.
- F. Label units according to requirements specified in Division 23 Section "Identification for HVAC Piping and Equipment."

#### 3.3 CONNECTIONS

- A. Duct installation and connection requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Division 23 Section "Air Duct Accessories."
- B. Install ducts adjacent to power ventilators to allow service and maintenance.
- C. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- D. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."



### 3.4 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
1. Verify that shipping, blocking, and bracing are removed.
  2. Verify that unit is secure on mountings and supporting devices and connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
  3. Verify that cleaning and adjusting are complete.
  4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, and align.
  5. Verify lubrication for bearings and other moving parts.
  6. Disable automatic control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
  7. Shut unit down and reconnect automatic control operators.
  8. Remove and replace malfunctioning units and retest as specified above.
- B. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

### 3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain vehicle exhaust gas extraction systems. Refer to Division 01 Section 017900 "Demonstration and Training."
- B. Provide on-site instruction to review the operation of the system and detail any common troubleshooting or maintenance that is required to ensure normal operation. Schedule training with Commission Representative.
1. Packaged vehicle exhaust gas extraction system: 2hrs
  2. Packaged portable hose reel system: 1hr

END OF SECTION 111151

**SECTION 321723 - MULTI-POLYMER PAVEMENT MARKINGS (Illinois Tollway)****Effective: October 20, 2008****Revised: April 1, 2016**

**Description.** This work shall consist of the furnishing and application of a durable, long life multi-polymer pavement marking system. The binder portion of the system is to be applied to the road surface at 20 mils  $\pm$  1 mil in thickness on concrete/asphalt pavements and 25 mils  $\pm$  1 mil on open grade pavement (or according to Engineers and manufacturers recommendation); and into which reflective media is applied by means of pressurized applicator in accordance with the requirements stated in this specification.

**Materials.** All materials used to formulate a system for hot-spray applications of permanent multi-polymer pavement markings shall conform to the requirements specified herein.

**A. Multi-Polymer Resins**

## a) Physical Properties of the Mixed Compound:

The multi-polymer pavement marking material shall consist of a 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two volume(s) of Component A and one volume(s) of Component B). No volatile solvents or fillers will be allowed. The multi-polymer resin shall be as follows:

- **Multi-Polymer Content (Component A).** The multi-polymer content of the multi-polymer resin shall be tested according to ASTM D 1652 and calculated as the weight per multi-polymer equivalent (WPE) for both white and yellow. The multi-polymer content shall be determined on a pigment free basis and shall meet the target value provided by the manufacturer's certification and approved by the Illinois Tollway Materials Group. A tolerance of plus or minus 50 of WPE will be applied to the target value to establish the acceptance range.
- **Amine Value (Component B).** The amine value of the curing agent shall be determined according to ERF-25-68. The total amine value shall be less than 530.

The system shall be formulated as a Long Life Pavement Marking System capable of providing an average of 6 years performance. The Long Life Pavement Marking System shall be free of TMPTA (trimethylolpropane-triacrylate), free of toxic heavy metal (lead, chromium, cadmium, and other toxic heavy metals as defined by the U.S. EPA), and free of other such multi functional monomers.

Material composition of the mixed compound shall be as follows:

<b>Material Requirements</b>	
<b>Tests</b>	<b>Requirements</b>
Density (Gallon Weight)	±0.10 lb./gal
Viscosity (Krebs-Stormer)	±7 KU
Viscosity (Cone & Plate)	±0.5 Poises
Grind	Not Less than the Standard
% Non-Volatile Matter	±1.0%
% Pigment (white)	±3.0%
% Volume Non-Volatile Matter	±3.0%
Infrared Spectrum	Both component A and component B shall be analyzed to verify for control purposes that materials submitted for use are of an identical formulation as originally approved. Deviations as determined by comparison with the original sample shall be cause for rejection.
Trifunctional or Multifunctional Monomers	0%
Isocyanate	0%

b) Pigmentation:

The pigment composition shall be as follows:

<b>Pigment Composition</b>	<b>Percent by Weight</b>	
	<b>Minimum</b>	<b>Maximum</b>
White:		
Titanium Dioxide Rutile (94% minimum purity, ASTM D 476, Type III)	18.0	25.0
Multi-Polymer Resin	75.0	86.0
Yellow:		
Organic Non-Lead Yellow	10.0	15.0
Titanium Dioxide (ASTM D 476, Type III)	4.0	9.0
Multi-Polymer Resin	75.0	86.0

The entire pigment composition shall consist of titanium dioxide.

c) Toxicity:

Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property. Upon curing the materials should be completely inert with all components fully reacted and environmentally safe.

## d) Daylight Reflectance:

Chromaticity and reflectance requirements shall be as follows:

Federal 595 Color		Chromaticity Coordinates								Daylight directional reflectance (Y)
		1		2		3		4		
		x	y	x	y	x	y	x	y	
White	17855	.302	.344	.325	.344	.302	.320	.325	.320	80 min.
Yellow	33538	.543	.472	.475	.472	.543	.425	.475	.425	50 min.

## e) Weathering Resistance:

The multi-polymer compound, both white and yellow, must be applied to 2 sets of 3"x 6" aluminum panels at  $20 \pm 1$  mil in thickness, one set with no glass spheres and one set with glass spheres as specified herein (must ensure 50/50 distribution of Type A and Type B beads for this will impact the results of this test) and expose the prepared samples in a Q.U.V. Environmental Testing Chamber, as described in ASTM G-53, and they shall conform to the following requirements. (The test shall be conducted for 75 hours at 122°F, 4 hours humidity and 4 hours U.V., in alternating cycles. The prepared panels shall be cured at 77°F for 72 hours prior to exposure.) The color of the white multi-polymer material shall not be darker than Federal Standard No. 595A-17855. The color of the yellow multi-polymer material shall be reasonably close to Federal Standard No. 595A-13415.

## f) Dry Time:

The multi-polymer resin compounds, when properly applied with the required gradations and bead application rates per gallon, shall cure to a no-track condition, when tested in accordance with ASTM D 711, within 240 minutes at 40 degrees F and not more than 35 minutes at temperature 70 degrees F.

## g) Adhesion to Pavement (Concrete and Asphalt):

The multi-polymer system markings must perform for an average of 6 years. The cured pavement marking materials, when tested according to ACI Method 503, shall have such a higher degree of adhesion to the specified concrete (compressive strength, 4,000 psi minimum) or asphalt surface such that there shall be a 100% substrate failure in the performance of this test. The prepared specimens shall be conditioned at room temperature ( $75^\circ\text{F} \pm 2^\circ\text{F}$ ) for a minimum of 24 hours and a maximum of 72 hours prior to the performance of the tests indicated.

## h) Hardness:

The multi-polymer paint pavement marking material, when tested according to ASTM D 2240, shall have a Shore D Hardness from 75 to 95. The samples shall be allowed to cure at room temperature ( $75 \pm 2$  degrees F) for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests.

## i) Abrasion:

The abrasion resistance shall be evaluated on a Taber Abrader with a 1,000 gram load and CS-17 wheels. The duration of the test shall be 1,000 cycles. The wear index shall be calculated based on ASTM C 501, and the wear index for the dual component material shall not be more than 100 milligrams. The test shall be performed on cured samples of material which have been applied, without glass beads, at a film thickness of  $0.020 \pm 0.0005$  inches to code S-16 stainless steel plates. The samples shall be allowed to cure at room temperature ( $75 \pm 2$  degrees F) for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests.

## j) Accelerated Life-Cycle Aging Test: The material must not show any evidence of blistering, bubbling, or delaminating when submitted to test method ATR-931. Results of the test shall be provided by the manufacturer during the approval process.

## k) Thermal compatibility:

The mixed hybridized polymer system must have thermal compatibility and tensile strength requirements of 4500-6500 psi, such that, it is compatible with asphalt and Portland cement concrete under all weather conditions.

## l) Delineation profile:

To enhance better profile of the marking by minimizing splattering and improved bead embedment the viscosity of the mixed Component A and Component B of the hybridized polymer system shall be greater than 4500cP at 75°F.

## m) Reflective Media. The reflective media shall meet the following requirements:

## 1) Type A – The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:

## i) First Drop Glass Beads. The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Illinois Department of Transportation. The beads shall have a silane coating and meet the following sieve requirements:

U.S. Standard Sieve Number	Sieve Size	% Passing By Weight (mass)
12	1.70 mm	95-100
14	1.40 mm	75-95
16	1.18 mm	10-47
18	1.00 mm	0-7
20	850 $\mu$ m	0-5

## ii) Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.

## n) Packaging:

Glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of ½ in. in height.

- a. Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 50 lb net.
- b. Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to the Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 2 in. from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 38 x 38 in., contain 2000 lb of glass beads and be supported on a wooden pallet with fiber straps.

The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture, and batch number.

## o) Verification:

Prior to approval and use of the multi-polymer pavement marking materials, the manufacturer shall submit 1 – quart samples and/or a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, brand name of the multi-polymer and date of manufacture. In addition, all multi-polymer components shall be pre-approved for use on the project under the following conditions:

- Documentation of acceptable performance as certified by a Department of Transportation of surface-applied field performance of 100,000 ADT for 6 consecutive years to the standards of this specification.
- Any changes in formulation, physical or chemical properties of the approved multi-polymer resin needed to be explained in writing and submit to the Illinois Tollway within 30 days for reevaluation and approval process. The documentation shall include the Material Safety Data Sheets (MSDS).

**Equipment.** Application crew and equipment for the placement of reflectorized pavement marking shall be approved by the Pavement Marking Material Manufacturer to perform such operations.

In general, the applying equipment shall be mobile, truck mounted and self contained pavement marking machine, specifically designed to apply resin materials and reflective glass spheres in continuous and skip line patterns. The applying equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In

addition, the truck mounted unit shall be provided with accessories to allow for the marking of legends, symbols, crosswalks and other special patterns.

The mobile applicator shall include the following features:

1. The mobile applicator shall provide individual material reservoirs, or space, for the storage of Component A and Component B of the resin composition.
2. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature and produce the required amount of heat at the mixing head & gun tip and maintain those temperatures with the tolerances recommended by the resin manufacturer for spray application.
3. The applicator shall be equipped with adequate individual tanks for the storage and dispensing of Size I and Size II glass spheres and black aggregate.
4. The applicator shall be equipped with individual dispensers for the simultaneous application of Type A and Type B glass beads respectively. Each dispenser shall be capable of applying beads at a minimum rate of 20 pounds per gallon of the resin composition. The applied combined total of both types of beads should be a maximum of 25 lbs./gal. (12 to 13 lbs. of each type).
5. The applicator shall be equipped with individual metering devices or pressure gauges, on the proportioning pumps (one indicator per pump) as well as stroke counters to monitor gallon usage. All such devices shall be visible to the Engineer.
6. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement marking system in a simultaneous sequence of operations.
7. Each application equipment must have a proven mixing system for proper mixing of the two components.
8. Each mobile applicator must be equipped with a completely enclosed flush and purge system to clean the lines and the guns without exuding any of the solution into the environment.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

#### **INSTALLATION REQUIREMENTS**

##### **A. Surface Preparation:**

Clean the surface by a method approved by the Engineer to remove all dirt, grease, debris, glaze, laitance and any other contaminants that may hinder the adhesion of the system to the surface with minimum or no damage to the pavement surface. New Portland cement concrete pavements shall be water, shot or sand blasted clean to remove all laitance. New pavements shall be grooved where required by design in accordance with the special provision for grooving for recessed pavement markings followed by blast cleaning. Whenever grinding/grooving, scarifying, sandblasting, shot blasting or other operations are performed, the debris generated must be contained

through vacuum type equipment or equivalent and the work shall be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that will mislead or misdirect the motorist.

When these operations are completed the pavement surface shall first be power broomed and then blown off with compressed air to remove residue and debris resulting from the cleaning work. All such debris must be properly contained especially when removing yellow paint lines and disposed of in the appropriate manner.

Removal and cleaning work shall be a continuous moving operation and conducted in such a manner as to control and minimize airborne dust, and similar debris so as to prevent a hazard to motor vehicle operation or nuisance to property.

Care shall be taken on bituminous and portland cement concrete surface when performing removal and cleaning work to prevent damage or transverse and longitudinal joint sealers.

B. Limits of Work:

Cleaning and surface preparation work shall be confined to the surface area specified for the application of pavement marking materials; or the surface area of existing pavement markings that are specified for removal on the plans, or as directed by the Engineer.

Surface preparation work includes cleaning for lines or cleaning for letters and symbols. Lines will be meant to include: Solid lines, broken lines, dotted lines, channelizing lines, barrier lines, stop lines, crosswalk lines and crossbars.

When lines are cleaned, the area of preparation will be the width of the new pavement marking, or existing line, plus one (1) inch on each side. When letters and symbols are cleaned the area of preparation will be sufficiently large to accommodate the new marking, or to remove the existing marking. Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No new marking, line or symbols shall be applied on any pavement that has not been properly prepared as per this specification and until the Engineer approves the cleaning.

C. Removal of Concrete Curing Compounds:

On new portland cement concrete pavements, cleaning operations shall not begin until a minimum of 10 days after the placement of concrete. The extent of the blasting work and/or grooving shall be to clean and prepare the concrete surface such that:

- a. There is not visible evidence of curing compound on the peaks of the textured concrete surface.
- b. There are no heavy puddled deposits of curing compound in the valleys of the textured concrete surface.
- c. All remaining curing compound is intact; all loose and flaking material is removed.
- d. The peaks of the textured pavement surface are rounded in profile and free of sharp edges and irregularities.
- e. The extent of the removal should be as such to insure the laitance is removed on both old as well as new concrete.



D. Removal of Existing Pavement Markings:

Existing pavement marking shall be cleaned for the purpose of:

- a. Preparing the pavement surface for the application of a new multi-polymer pavement marking in the same location as the existing markings of a different type.
- b. To remove existing markings that are in good condition which, if allowed to remain, will interfere with or otherwise conflict with newly applied marking patterns.

It shall be understood that in this context cleaning means the removal of an existing marking. It is not intended that all deteriorated existing pavement markings be removed. Example: If a new marking is applied to an unmarked "gap" in a broken line and the existing broken line pattern is worn or deteriorated, as determined by the Engineer, to the extent that it is not misleading or confusing to the motorist, the existing markings do not require removal.

Existing pavement markings that are to be totally replaced with a multi-polymer marking shall be cleaned to the extent that 95% to 100% of the existing marking is removed. Removal operations shall be conducted in such a manner that no more than moderate color and/or surface texture change results on the surrounding pavement surface.

The determination of acceptable removal will be made by judgment of the Engineer.

- c. Existing multi-polymer pavement markings to be recapped shall be cleaned via approved light grinding or blasting operations to the extent that all loose/flaky marking materials are removed as well as oil, dirt, etc. that may contaminate the application of the new marking material. A complete removal of the existing multi-polymer pavement markings is not necessary provided that it has been established to the Engineers' satisfaction that the existing markings are well bonded to the substrate and will not compromise the new markings. Recapping of existing markings will be limited to application over only long-life markings (TMPTA or other multifunctional monomer free systems) after verification with manufacturer and limited to one recapping event. A minimum of 20 mil of the liquid multi-polymer material is required for recapping before application of the glass beads.

E. Remove excess oils on asphalt pavements:

Removal of excess oils on SBR Latex, SBS, and SMA polymer/GTR modified asphalts shall require the following procedure (for any other type of polymer modified asphalts contact the pavement marking manufacturer for recommendations):

Remove excess oils exposing the top of the aggregates using approved light grinding or blast cleaning operations. Care shall be taken when performing this work to prevent gouging of the pavement and damage to the transverse and longitudinal joints.

F. Application:

The pavement marking system shall be applied through special machinery designed to precisely meter the two components in the ratio of proportion recommended by the material manufacturer. This equipment shall also comply with the previous specifications. The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer.

The edge of the center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with lateral deviation of any 10 ft. line not to exceed 1 in..

G. Atmospheric Conditions:

The pavement marking shall only be applied during conditions of dry weather and on subsequently dry pavement surfaces at the specified minimum uniform wet thickness according to the manufacturer's installation instructions. At the time of installation, the pavement surface temperature and the ambient temperature shall be above 45°F. For application at temperatures below 50°F, the hybridized polymer manufacturer shall be contacted for guidance. The Engineer shall determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

H. Application Temperatures:

Both components shall be brought to the temperature condition recommended by the manufacturer prior to mixing and spraying.

At any time throughout the duration of the project, the Contractor shall provide free access to his/her applying equipment for inspection by the Engineer, his/her authorized representative, or the materials representative.

**Notification.** The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of multi-polymer material and reflective media that will be used.

**Inspection.** The multi-polymer pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than October 15, and inspected following a winter performance period that extends 180 days from November 1. Any request for exception to the date of October 15 for final installation shall be submitted for approval to both the pavement marking manufacturer and the Engineer.

**Packaging and Shipment.** The pavement marking materials shall be shipped to the jobsite in strong substantial containers. Individual containers shall be plainly marked with the following information:

- a. Name of Product
- b. Lot Number
- c. Batch Number
- d. Date of Manufacture
- e. Quantity
- f. Mixing proportions
- g. Safety information
- h. Manufacturer's Name and Address

Reflective media shall be shipped in moisture resistant bags. Each bag shall be marked with name and address of the manufacture and the name and net weight of the material with a clear indication of what type of coating is present on the beads.

#### **Sampling and Acceptance.**

- A. **Certification of Compliance:**  
The material manufacturer shall furnish a notarized certification that the material complies with the provisions of this specification. It shall not be inferred that the provisions of a certification of compliance waives Illinois Tollway inspection, sampling or testing.
- B. **Laboratory Samples:** Promptly after execution of the contract, the contractor shall notify the Engineer of the sources of material he/she expects to use. The material manufacturer shall furnish samples of the hybridized polymer materials as may be required by the Engineer, a minimum of ten days before the date of intended use of these materials.
- C. **Infrared Spectra:** A copy of the infrared spectra of each component on each lot number shall be supplied by the manufacturer along with the certification papers. This infrared spectra will be on record with the Illinois Tollway to serve as a quality control measure for the future supply of this system to the Illinois Tollway.

#### **Qualification.**

A. **Qualifying a Manufacturer:**

The Manufacturer must have expertise providing a pavement marking material that meets this specification with a documented performance history to include:

- a. **Verifiable installations:** proof of successful installations of at least 6 years old covering a minimum of 200,000 feet in 4 states in North America inclusive of climates having high UV exposure and high snow fall/plowing (seasonal snow fall >36 inches). Documentation of installations of similar climatic and traffic conditions shall be provided to the Illinois Tollway for material approval.
- b. The manufacturer will have demonstrated field performance in the locale of proposed application for a minimum of 12 months.
- c. Production facilities; 2 geographically separate locations minimum
- d. Compliance with EPA regulations
- e. A Verifiable ISO 9001 certified Q.C. Program

B. **Qualifying a Contractor:**

Multi-polymer pavement markings shall only be applied by Contractors on the IDOT list of Approved Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

In order for an installer of such pavement marking material to be approved, the following document must be submitted:

- a. A certificate from a pre-approved manufacturer of such pavement marking materials, certifying that such a contractor has functional, appropriate equipment to install the pavement marking material of choice. The certification must be submitted to the Illinois Tollway for review and approval prior to the installation of the pavement marking.

### Performance and Warranty Requirements.

After one year from the date of installation, the pavement markings shall provide effective delineation, presence, and retroreflectivity as noted below. During this period, the Engineer will make such observations as necessary to determine conformance with these performance requirements.

- A. The pavement markings shall meet the following Minimum Retroreflectivity Requirements:

Performance Retroreflectivity Criteria mcd/m <sup>2</sup> /lux	
White	Yellow
400	350

Retroreflectivity requirements shall be the average retroreflectance, over a 0.1 mile section. Any 0.1 mile section that does not meet this requirement shall be replaced within 30 days, weather permitting.

- B. The pavement markings shall meet or exceed 95% present and intact. Evaluation of presence and intact shall be made on 25' sections and averaged for 0.1 mile sections. Any 0.1 mile section that does not meet this requirement shall be replaced within 30 days, weather permitting.

**Method of Measurement.** Lines will be measured for payment in place, in feet of multi-polymer pavement marking lines applied and accepted, measured in place.

Measurement of the multi-polymer letters, numbers, and symbols conforming to the sizes and dimensions specified will be the total area in square feet (square meter) calculated from the following unit areas

LETTERS SQ. FT. (SQ. M.)									
SIZE	A	B	C	D	E	F	G	H	I
6 ft (1.8 m)	3.1 (.28)	4.0 (.37)	2.7 (.25)	3.4 (.31)	3.3 (.31)	2.6 (.24)	3.3 (.31)	3.4 (.31)	1.5 (.14)
8 ft (2.4 m)	5.5 (.51)	7.1 (.66)	4.8 (.45)	6.1 (.57)	5.9 (.55)	4.7 (.44)	5.8 (.54)	6.0 (.56)	2.6 (.24)
SIZE	J	K	L	M	N	O	P	Q	R
6 ft (1.8 m)	2.1 (.20)	3.1 (.28)	2.2 (.20)	4.2 (.39)	4.0 (.37)	3.4 (.31)	3.0 (.28)	3.6 (.33)	3.6 (.33)
8 ft (2.4 m)	3.7 (.34)	5.7 (.53)	3.8 (.45)	7.4 (.69)	7.1 (.65)	6.0 (.56)	5.3 (.49)	6.3 (.59)	6.3 (.59)

SIZE	S	T	U	V	W	X	Y	Z
6 ft (1.8 m)	3.2 (.30)	2.2 (.20)	3.2 (.30)	2.7 (.25)	4.2 (.39)	2.7 (.25)	2.2 (.20)	2.9 (.26)
8 ft (2.4 m)	5.7 (.53)	3.8 (.35)	5.6 (.52)	4.8 (.45)	7.3 (.68)	4.8 (.45)	3.9 (.36)	5.1 (.47)

NUMBERS SQ. FT. (SQ. M.)					
SIZE	1	2	3	4	5
6 ft (1.8 m)	1.5 (0.14)	3.3 (0.31)	3.3 (0.31)	2.9 (0.26)	3.5 (0.33)
8 ft (2.4 m)	2.6 (0.24)	5.8 (0.54)	5.8 (0.54)	5.1 (0.47)	6.1 (0.57)
SIZE	6	7	8	9	0
6 ft (1.8 m)	3.5 (0.33)	2.2 (0.20)	3.8 (0.35)	3.5 (0.33)	3.4 (0.31)
8 ft (2.4 m)	6.2 (0.58)	3.8 (0.35)	6.7 (0.62)	6.1 (0.58)	6.0 (0.56)

SYMBOLS SQ. FT. (SQ. M.)	LARGE SIZE	SMALL SIZE
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
Combination Left or Right and Through Arrow	26.0 (2.42)	14.7 (1.37)
Railroad "X" 20 feet (6.1 m)	54.0 (5.02)	--

**Basis of Payment.** Payment for this work shall be included as part of the SITE AND BUILDING CONSTRUCTION, LUMP SUM item.



# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

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Meeting date/time: 09/20/2018 1:00 PM

Meeting location: M-2 Maintenance Facility Break Room 2<sup>nd</sup> Floor

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Thompson

Project No.: RR-18-4425

### AGENDA TOPICS

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- 1.0 Introductions
- 2.0 DBE/VOSB/Minority Goals
- 3.0 Instructions to Bidders
- 4.0 Project Schedule and S.P. 103
- 5.0 S.P. 105 Liquidated Damages
- 6.0 S.P. 106 Coordination with Utilities
- 7.0 Scope of Work
- 8.0 Maintenance Operations
- 9.0 IDOT/Tollway Specifications
- 10.0 S.P. 119 Available Geotechnical Information
- 11.0 S.P. 120 Available Reports
- 12.0 S.P. 121 Electronic Data Files
- 13.0 Allowances
- 14.0 Utility Relocations
- 15.0 Addendum
- 16.0 Questions Received to Date
- 17.0 Questions
- 18.0 Site Walk though
- 19.0 All remaining questions shall be submitted to [Lthompson@getipass.com](mailto:Lthompson@getipass.com) by September 27, 2018 at 12:00 pm.



# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

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Meeting location: M-2 Maintenance Facility Break Room 2<sup>nd</sup> Floor

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Thompson

Project No.: RR-18-4425

To: Distribution and all Attendees (See Sign-In Sheet)

Names	Initials	Title	Organization	Email Address
See Sign in Sheet				

PREPARED BY: Craig Neville - EDI

ISSUE DATE: 9/24/18

Meeting called to order at 2:00 PM.

Item No.	Item Description	Responsibility	Due Date
1.0	<p><b>Introductions:</b> The meeting attendees introduced themselves. Laura Thompson (LT) provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract RR-18-4425 – Tri-State Tollway (I-294), M-2 Hillside Maintenance Facility Renovation and Addition, Mile post 29.5.</p> <p>The bid opening is scheduled for October 9, 2018 at 10:30 AM. Questions may be asked through 12:00 PM on Thursday, September 27, 2018.</p> <p>LT noted that the minutes to the meeting would be issued to all attendees and plan holders via addendum. The addendum will include other items which will be discussed at the end of this meeting.</p> <p>LT announced that the prebid meeting would cover contractual elements and a general overview of the scope prior to the building and site tour.</p>	N/A	N/A
2.0	<p><b>DBE and Veteran Small Business Goal:</b> Information is available in Volume 1 of the Contract Requirements. This contract includes a specific DBE utilization goal of 28% (listed on page DBE-2) of the Core work of the Contract.</p>	N/A	N/A



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Item No.	Item Description	Responsibility	Due Date
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This contract includes a Veteran Small Business participation goal of 2% (listed on page VOSB-1) of the Core work of the Contract. The Minority Goal for this project is 19.6% (listed on EEO-1).

This contract is eligible for bid credits up to \$125,000.00 per the Tollway program for eligible personnel hired within the past year. The program is also eligible for bid tab credits from the P4G program as well.

- 3.0 **Instructions to Bidders:** LT called attention to the Instructions to Bidders included in Volume I of the Contract Requirements, pages I-1 through I-10. Each item of the Instructions to Bidders pages is important and must be read. Item 25 – State Board of Elections Registration Public Act 95-0971 and Item 37 – Responsible Bidder Affidavit were referenced specifically.

The following statement was read: “All bids MUST include Disclosures and Certifications otherwise the bid will be deemed non-responsive. See Volume I of the Contract Requirements, page N-1 for additional information”

This project must comply with EEO requirements including certified payroll and prevailing wages. The General Contractor must self-perform 5% of the work.

- 4.0 **Project Schedule and SP 103:** LT noted the following key dates in the Contract:
- S.P. 103.1: Contract Completion Date – June 19, 2020
  - S.P. 103.2: Substantial Completion Date – May 15, 2020
  - S.P. 103.3: Interim Completion Date – Roof Replacement and Building Addition – November 1, 2019
  - S.P. 104.1: Notice to Proceed/Commencement of On-Site Work – No earlier than November 23, 2018.
  - S.P. 104.2: Commencement of All Paving Activities – No work between winter months of November 1 to





# Capital Program

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Meeting date/time: 09/20/2018 1:00 PM

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Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Thompson

Project No.: RR-18-4425

Item No.	Item Description	Responsibility	Due Date
	<p>April 1.</p> <p>It is the contractor's responsibility to provide the man power and equipment needed to meet the requirements of the contract documents.</p>		
5.0	<p><b>S.P. 105 and Liquidated Damages:</b> LT noted the following:</p> <ul style="list-style-type: none"> <li>• S.P. 105.1.1: Liquidated Damages for Non-Completion Per SP 103.1. \$5900/day after the completion date.</li> <li>• S.P. 105.1.2: Liquidated Damages for Non-Completion Per SP 103.2. \$5900/day after the completion date.</li> <li>• S.P. 105.1.3: Liquidated Damages for Non-Completion Per SP 103.3. \$5900/day after the completion date.</li> </ul>		
6.0	<p><b>S.P. 106: Coordination with Utilities and Others:</b> ComEd, Nicor, AT&amp;T, Village of Oak Brook, Flagg Creek Water Reclamation District.</p>		
7.0	<p><b>Scope of Work:</b> LT referred the meeting attendees to the A-1 page of the Contract Requirements for the contract scope of work. Scope of work for the project includes: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements. The work under this Contract is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.</p> <p><b>Civil overview was provided.</b></p> <p><b>Architectural overview was provided.</b></p>		
8.0	<p><b>Maintenance Operations:</b> LT referenced sheet SP 109 for the general overview of the contract's maintenance and access requirements. The Contractor shall have limited site areas for construction operations and shall maintain access for Tollway employees and equipment for ongoing Tollway</p>		



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Project No.: RR-18-4425

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
	operations.		
9.0	<p><b>IDOT/ Tollway Specifications:</b> LT noted that the contract has been designed and will be constructed in accordance with the following documents:</p> <ul style="list-style-type: none"> <li>• Tollway Supplemental Specifications to the IDOT Standard Specifications, Issued March, 2018</li> <li>• IDOT Standard Specifications for Road and Bridge Construction, Adopted April, 2016</li> <li>• IDOT Supplemental Specifications and Recurring Special Provisions, Adopted January, 2018</li> </ul>		
10.0	<p><b>S.P. 119 Available Geotechnical Information:</b> LT indicated that the geotechnical report for the roadway shoulder is available on the Tollway Online Plan Room.</p>		
11.0	<p><b>S.P. 120 Available Reports:</b> LT indicated that the project's Hazmat Report was posted available to bidders on the Tollway Online Plan Room.</p>	N/A	N/A
12.0	<p><b>S.P. 121 Electronic Data Files Available:</b> LT indicated that the project's electronic data files were posted available to bidders on the Tollway Online Plan Room.</p>		
13.0	<p><b>Allowances:</b> LT directed the Contractor's attention to the allowances. This includes unsuitable material removal and disposal, planting and seeding, unforeseen conditions, utility service connections, and Contractor's quality program.</p>	N/A	N/A
14.0	<p><b>Utility Relocations:</b> LT indicated that utility relocations are not anticipated for this contract, but protection of the G4S fiber optic lines will be required for any work near the northwest corner of the building.</p>	N/A	N/A
15.0	<p><b>Addendums:</b> Addendum No. 1 will be issued and is anticipated to include the following items:</p>		



# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

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Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Laura Thompson

Project No.: RR-18-4425

<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
	<ul style="list-style-type: none"> <li>• Minutes of this meeting</li> <li>• Questions and Answers to those received</li> <li>• A-1 and Instructions to bidders page I-3, Qualifications of Bidders to revise language to include AIA Document A305; or be IDOT prequalified or CDB prequalified and submit the appropriate "Certification of Eligibility".</li> <li>• S.P. 114 Delivery of Salvage Material to the Illinois Tollway to Include Existing Generator.</li> <li>• S.P. 120 Available Documents will be revised to remove ESIS report.</li> <li>• S.P. Warranty information will be added to the Special Provisions.</li> <li>• Section 012500 – Substitution Procedures: Add Substitution Request Form</li> <li>• Section 111151 – Vehicle Exhaust Gas Extraction System: Updated product information</li> <li>• Drawing 45 Furniture, Fixture, &amp; Equipment Plans: WB-3 in Mechanic's Room relocated to Tire Storage / Repair; WB-2 added in Mechanic's Room.</li> <li>• Drawing 47 Equipment Details: Adjusted in-ground lift locations to allow for trench drain on 2/A-632 and 4/A-632; Added dimensions to locate trench drain on 2/A-632 and 4/A-632; Clarified slope on 1/A-632.</li> <li>• Drawing 48 Interior Elevations: Interior Elevation for mother's room was revised to include keyed locks for cabinet doors.</li> </ul>		



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Chairperson: Laura Thompson

Project No.: RR-18-4425

Item No.	Item Description	Responsibility	Due Date
	<ul style="list-style-type: none"> <li>• Drawing 53 Typical Details: Control joint added to bollard plan detail</li> <li>• Drawing 57 Door Schedule: Door schedule was revised for door 228.1 to include remark "Provide privacy red/green or vacant/occupied indicator on exterior".</li> <li>• Drawing 61 Signage Plan and Schedule: Signage schedule and signage plan were revised to reflect 2 new signs for mother's room.</li> <li>• Drawing 62 Sign Type Details: New sign added.</li> <li>• Drawing 65A &amp; 65B Special Inspections: Special Inspections added</li> <li>• Drawing 86 Partial Plans: Added note to provide flared or bell-mouth fittings for medium pressure taps.</li> <li>• Drawing 94, 95, &amp; 97 Details: Updated Details</li> <li>• Drawing 102 Schedules: Added coating note for RTUs.</li> <li>• Drawing 103 Schedules: Updated Diffuser Schedule; Updated Recirculation Fan Schedule</li> <li>• Drawing 39, 41, 42, &amp; 59: Keynote ACW-20 updated from manual window crank to motorized window controller</li> </ul>		

- 16.0 **Questions Received to Date:** LT addressed the following questions:
1. An extension to the bid date, additional time to find subcontractors to meet the 28% DBE goal, and additional time for MEP review of the plans and specifications is requested. – *This question is being further reviewed by the Tollway.*
  2. Will the roof be accessible for viewing? – *The roof*



# Capital Program

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Project No.: RR-18-4425

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*will not be access during the pre-bid meeting site walk through. Photos of the roof will be uploaded to the online plan room following the issuance of the addendum.*

- Please provide additional information on the certification required to bid this job. – *Bidders should reference the Instructions to bidders page I-3, for information regarding the Qualifications of Bidders. As previously noted, this section will be updated in the next addendum.*

17.0	<b>Questions Received the Date of the Meeting:</b>	N/A	N/A
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**Question #1:** How will the Tollway coordinate and sequence construction operations?

**Answer #1:** Sequencing of contractor’s operation shall not impact operations. He contractor shall be responsible for the security of their work area. All work shall be coordinated such that isolated unoccupied areas are completed prior to relocation of operations to the new portion of the facility.

**Question #2:** Will bids be hand delivered or is electronic bidding available?

**Answer #2:** Electronic bidding is not available at this time.

**Question #3:** Will cleaning of the lube room pit be performed before installation of the offices?

**Answer #3:** The Contractor will be responsible for cleaning the lube room pit and disposal of waste prior to installation of the new offices.

**Question #4:** Will the Contractor have outside staging



# Capital Program

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<i>Item No.</i>	<i>Item Description</i>	<i>Responsibility</i>	<i>Due Date</i>
	areas?  <b>Answer #4:</b> On-Site contractor staging will be provided to the southern portion of the facility, although paving and site operation shall be coordinated.		
18.0	<b>Site Walk Through:</b> Bidders were provided building and site tour. No access outside of this meeting will be given to bidders.		
19.0	All attendees were reminded that the question period will close on Thursday, September 27 <sup>th</sup> at 12:00 pm. All questions shall be sent to <a href="mailto:lthompson@getipass.com">lthompson@getipass.com</a> .	N/A	N/A

**Next Meeting:** Bid Opening 10/9/2018 at 10:30 AM.

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

Cc: Attendees and Distribution List



# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: 09/20/2018 1:00 PM  
 Meeting location: M-2 Hillside Maintenance Facility Break Room 2nd Floor  
 Meeting Purpose: Optional Pre-Bid Meeting  
 Chairperson: Laura Thompson  
 Project No.: RR-18-4425

### ATTENDEES SIGN-IN:

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
1.	GRAIG NEVILLE	DSE	EDI	gneville@enwdesigni.com	312-345-1400
2.	Laura Flores	Architect	Epstein	Hflores@epsteinglobal.com	312-429-8157
3.	Syed Dayemi	GC	McHugh Construction	Sdayemi@mcHughConstruction.com	312-821-0378 off
4.					312-307-6689 cell
5.	KEVIN STEPHENS	ARCHITECT	EPSTEIN	kstephens@epsteinglobal.com	312-429-8190
6.	DAVE DINGES	G.C.	STENSTROM	DAVED@RSTENSTROM.COM	815-398-2420
7.	Joe Macaroni	GC	ZHG Construction	JMacaroni@TheConstructionTeam.com	847-2439165
8.	Deanna Pintel	Diversity Estimator	Tollway	ddinkel@getipass.com	ext. 1994
9.	Rusty O'Neil	RAVISEL	RAVISEL	RONKIL@RICE.LLC.COM	708-667-0165
10.	Jeff Grifford	Demo	Integrated Demolition Service	Jeff@integrateddemolition.com	708-606-6412



# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: 09/20/2018 1:00 PM  
 Meeting location: M-2 Hillside Maintenance Facility Break Room 2nd Floor  
 Meeting Purpose: Optional Pre-Bid Meeting  
 Chairperson: Laura Thompson  
 Project No.: RR-18-4425

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
11.	Sean Chambers	PM	Alliance Con. Sew	Schambers@alliance-sawing.com	877-783-6585
12.	Mary Ann Lebler	owner	CMSR	CMSR.01@gmail.com	708-567-9620
13.	Matt Milford	PM	Madison	Matt.Milford@madisonconstruction.net	773-815-6990
14.	Colin Boesch	Estimator	F. H. Paschen	cboesch@fhpaschen.com	773-444-1442
15.	GARY NAWK	VP	KEYS & NAWK	KEYS.NAWK@aol.com	708-717-3919
16.	Justin Holt	PM	SINGH	Jholt@singhinc.com	414-443-0840 ext 205
17.					
18.					
19.					
20.					
21.					





# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: 09/20/2018 1:00 PM  
 Meeting location: M-2 Hillside Maintenance Facility Break Room 2nd Floor  
 Meeting Purpose: Optional Pre-Bid Meeting  
 Chairperson: Laura Thompson  
 Project No.: RR-18-4425

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
22.	David Munson	Estimator	Ragnar Benson	bids@rbic.com	815-654-4700
23.	Taylor Heppeler	Project Man.	Dave's Group	theppeler@reysgroup.com	708 594 7100
24.	Chris Czaykowski	P.M.	Ragnar Benson	Chris.Czaykowski@reysgroup.com	224-220-6618
25.					
26.					
27.					
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30.					
31.					
32.					



# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: 09/20/2018 1:00 PM  
 Meeting location: M-2 Hillside Maintenance Facility Break Room 2nd Floor  
 Meeting Purpose: Optional Pre-Bid Meeting  
 Chairperson: Laura Thompson  
 Project No.: RR-18-4425

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
44.	LAURA THOMPSON	PM	ISHTA	LTHOMPSON@getipass.com	---
45.	BRAND HANS		Automatic Fine	BRAND@AUTOMATEL.FINE.SYSTEMS.COM	815 654-7449
46.	ANDY EICKHOFER	EST	KR MILLER	andy.eickhofer@krmiller.com	312-432-1070 x105
47.	ERIC REINECKE	PM	Property Restoration Pros	eric@prp-roof-solutions.com	630-441-6375
48.	SEPP HANKE	VP	Amg's Abut	Amg's.Abut@aol.com	708-707-3918
49.					
50.					
51.					
52.					
53.					
54.					

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# PART I - INSTRUCTIONS

**Bid Schedule and Information**

**A-1**

**Construction Bid Checklist**

**CL-1 – CL-3**

**Instruction and information to Bidders**

**I-1 – I-10**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-18-4425

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

An optional pre-bid meeting is scheduled for September 20, 2018 at the M-2 Hillside Maintenance Facility, located south of the I-294 Cermak Road Toll Plaza, near mile marker 29.5, northbound lanes, Oak Brook, IL. The meeting will be held in the 2nd Floor Break Room at 1:00 p.m.

The work to be done under this Contract shall be started on or about February 15, 2018. All work under this Contract shall be completed by June 19, 2020.

The work under this Contract shall consist of: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The work under this Contract is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

Bidders must demonstrate experience and competence with project of similar or greater complexity, size and cost by submitting completed Standard Form AIA Document A305; or be pre-qualified by the Capital Development Board (CDB); or Illinois Department of Transportation (IDOT) and submit with the bid the appropriate "Certification of Eligibility" as issued by IDOT and either IDOT's "Affidavit of Availability" or ISTHA's "Current Contractual Obligation".

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

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at [lthompson@getipass.com](mailto:lthompson@getipass.com), to be received no later than 12:00 p.m. local time on 9/27/2018.

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

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

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

DATE: 09/14/2018

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-18-4425

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, October 9, 2018, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for September 20, 2018 at the M-2 Hillside Maintenance Facility, located south of the I-294 Cermak Road Toll Plaza, near mile marker 29.5, northbound lanes, Oak Brook, IL. The meeting will be held in the 2<sup>nd</sup> Floor Break Room at 1:00 p.m.

The work to be done under this Contract shall be started on or about November 23, 2018. All work under this Contract shall be completed by June 19, 2020.

The work under this Contract shall consist of: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements. The work under this Contract is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

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

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

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

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Laura Thompson at [lthompson@getipass.com](mailto:lthompson@getipass.com), to be received no later than 12:00 p.m. local time on 9/27/2018.

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

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

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

DATE: 9/14/2018



December 4, 2018

Mr. Joel Spaulding, Executive Vice President  
Madison Construction Company  
15657 South 70<sup>th</sup> Court  
Orland Park, Illinois 60462

Subject: Illinois Tollway Contract RR-18-4425  
M-2 Hillside Maintenance Facility  
Renovation and Addition  
Tri-State Tollway (I294) M.P. 29.5  
Apparent Low Bidder - Additional Required Bid Documents

Dear Mr. Spaulding:

Congratulations! This letter is to inform you that Madison Construction Company has been determined to be the apparent low bidder on this solicitation. To complete your bid package, the Tollway is requesting the documents listed below. The required document list can be found in Volume I of the solicitation on the page titled "Documents Required from Apparent Low Bidder Upon Request from the Tollway to Complete Bid Package". In accordance with the solicitation, please provide the following documents in hard copy or electronic format no later than **5:00:00 PM on Monday December 10, 2018** to:

Contract Services – RR-18-4425  
Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515  
[constructionbid@getipass.com](mailto:constructionbid@getipass.com)

**Required Documents:**

- Disadvantaged Business Enterprise Participation and Utilization (See DBE Special Provision) DBE 2025(s)
- Veterans Small Business Participation and Utilization (See VOSB Special Provision) VOSB 2025(s)
- Tollway Standard Terms & Conditions (See Section TC)



Documentation Request

RR-18-4425

Page 2

Diversity Information	DBE	Veteran
(1) Advertised Goal (percentage)	28%	2%
(2) Core Bid Amount, as verified by Tollway review of P-Pages	\$9,426,837.00	
(3) Commitment in dollars, as verified by Tollway review of Form 2026	\$2,727,000.00	\$195,000.00
(4) Commitment in percent, as calculated from (3)/(2)	28.92%	2.06%
The DBE Commitment calculated	<input checked="" type="checkbox"/> meets/exceeds the advertised goal <input type="checkbox"/> has approved waiver request	
The Veteran Commitment calculated	<input checked="" type="checkbox"/> meets/exceeds the advertised goal <input type="checkbox"/> has approved waiver request	

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

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

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

Sincerely,

  
Laura Durkin  
General Manager of Engineering  
630-241-6800 Extension 3802  
ldurkin@getipass.com

CC:

Paul Kovacs  
Ed Flores  
Bill Doyle  
Lisa Pierotti  
Paul Lanzo  
Audra Degonia

File: LT\_Tollway\_LD\_4425\_PostBidDocumentRequest\_12042018\_03\_01\_10

**ILLINOIS TOLLWAY**

2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6988  
www.illinoistollway.com

Madison Construction

4405

**Documents Required with the Bid**

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

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

letter A CDB w/bid

Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓

**Documents Required from Apparent Low Bidder  
Upon Request from the Tollway to Complete Bid Package**  
Once the apparent low bidder is determined, the Tollway will request these documents

Disadvantaged Business Enterprise DBE 2025(s)	Section I #27 & DBE Special Provision	Required for all solicitations with DBE goals. See DBE Special Provision for additional information  letter
Veteran Small Business Participation and Utilization • VOSB 2025(s)	Section I #28 & VOSB Special Provision	Required for all solicitations with Veteran goals. See Veterans Special Provision for additional information  letter
Equal Employment Opportunity • EEO 1256	Section I #29 & EEO Special Provision	Required for solicitations when included on the notice to Apparent Low Bidder  N/A
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.  received w/bid
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner  received w/bid

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

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

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

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

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

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

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

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

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

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

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

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

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

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

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

Any inquiries by bidders relative to interpretation of any provisions of any of the Contract Documents will not be answered verbally, and to be given consideration must be submitted in writing to the Illinois Tollway no later than the date shown in the "Advertisement for Sealed Bids" (Page A-1). Answers, if any are given to such inquiries, will be in the form of 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 website for revisions to prevailing wage rates. For information regarding current

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

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

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

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

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

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

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

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

#### 8. **NON-COLLUSION AFFIDAVIT**

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

9. **QUALIFICATIONS OF BIDDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **AUTHORITY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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

18. **ILLINOIS HUMAN RIGHTS ACT**

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



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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **RESERVED**

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

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHFx DIGITAL IMAGING at: [www.illinoistollwaybidding.com](http://www.illinoistollwaybidding.com).

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

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

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

Chief Procurement Office  
Attn: Protest Review Office

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

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

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

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

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

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

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

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

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

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

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

**EARNED CREDIT PROGRAM**

The Earned Credit Program (ECP) offers contractors and subcontractors/fabricators a chance to earn

bid credits toward future Tollway construction bids when they hire workers from a pool of qualified and eligible Workforce Innovation and Opportunity Act (WIOA) individuals including minorities, women, ex-offenders and exonerated individuals, veterans and other traditionally underserved populations.

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

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

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

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

### 31. **REPORTING OF COMMUNICATIONS WITH VENDORS**

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

### 32. **INITIAL CONTACT INFORMATION**

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

### 33. **WEB-BASED PROJECT MANAGEMENT**

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

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

34. **SUBCONTRACTOR DISCLOSURE**

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

35. **PROCUREMENT COMPLIANCE MONITORS**

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

36. **PUBLICITY**

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

37. **RESPONSIBLE BIDDER AFFIDAVIT**

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

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

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

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

within 21 days.

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

39. **RECORD RETENTION AND AUDIT**

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

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

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

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

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

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

40. **INSPECTOR GENERAL**

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

41. **ACCEPTANCE OF SCANNED SIGNATURES**

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

42. **EXPATRIATED ENTITIES**

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

## PART II: Bid Requirements

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

Prevailing Wage rates for Cook County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNCSHR	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.58	50.08	1.5	1.5	2	7.05	8.95	1.85	0.72
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63



OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
Painter	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
Painter Signs	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
Pile Driver	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
Pipe Fitter	ALL	BLD		47.50	50.50	1.5	1.5	2	10.00	17.85	0.00	0.00
Plasterer	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
Plumber	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
Roofer	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
Sheetmetal Worker	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
Sign Hanger	ALL	BLD		31.31	33.81	1.5	1.5	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD	47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL	42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD	45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD	40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD	44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD	45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY	33.50	35.63	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD	45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

**Legend**

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

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

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

**H/W** Health/Welfare benefit

Explanations COOK COUNTY

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

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

## EXPLANATION OF CLASSES

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

## CERAMIC TILE FINISHER

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

## COMMUNICATIONS ELECTRICIAN

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

## MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

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



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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

#### LANDSCAPING

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

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

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



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-18-4425**

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, November 13, 2018 and immediately thereafter publicly opened and read aloud.

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

The undersigned hereby proposes to perform: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements.

The services will be performed within the: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

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

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

Addendum No. <u>1</u>	Date <u>September 25, 2018</u>
Addendum No. <u>2</u>	Date <u>October 3, 2018</u>
Addendum No. <u>3</u>	Date <u>October 5, 2018</u>
Addendum No. <u>4</u>	Date <u>October 26, 2018</u>
<u>5</u>	<u>November 7, 2018</u>
<u>6</u>	<u>November 27, 2018</u>

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

Accompanying this Bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on \_\_\_\_\_, Bank, for \$\_\_\_\_\_, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for \$5% of Amount Bid 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-18-4425**, 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 Ninety-Five percent (95%) of the total price bid in this Bid; and any and all sub-contractors must be approved in writing by the Chief Engineering Officer before commencing any work.

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

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

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

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

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

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

The undersigned is (check one)

an individual

a Partnership

a Corporation

under the laws of the State of Illinois

having principal office at 15657 S 70th Court, Orland Park, IL 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 30 day of November, 2018, by its Executive VP, thereunto duly authorized.



\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Affix Corporate Seal BY: Joel Spalding, Executive Vice President  
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

\_\_\_\_\_  
Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

INCORPORATED:

Robert Ferrino 15657 S 70th Court, Orland Park, IL 60462  
\_\_\_\_\_  
President Address

Joel Spalding 15657 S 70th Court, Orland Park, IL 60462  
\_\_\_\_\_  
Vice-President Address

Anthony Carpino 15657 S 70th Court, Orland Park, IL 60462  
\_\_\_\_\_  
Secretary Address

\_\_\_\_\_  
Treasurer Address

## Proposal Notes

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

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

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

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-18-4425 as specified in S.P. 103.1



RR-18-4425 - 76,000 - Construction  
M-2 Maintenance Facility Renovation and Addition, Tri-State Tollway (I-294), Mile Post 29.5  
Madison Construction Company  
Award

Contract List | Contract | Bidders | Diversity | A15 | Contractors | POO | AIP | Adjustments | Adjustment Structure | Lens | Personnel | Vendor Structure

Contract Nbr  
RR-18-4425

Description  
M-2 Maintenance Facility Renovation and Addition, Tri-State Tollway (I-294), Mile Post 29.5

Prime  
Madison Construction Company

Contract Financials | Contract Dates | CH Field Office | Parcels | Special Provisions | Default Workflows | Milestones | Action

Orig. Authorization Award Amount	\$9,659,337.00	Resolution Nbr	21709
Appr. Amendments	\$0.00	Resolution Date	12/20/2018
ULC	\$9,659,337.00	Resolution Amount	\$9,659,337.00
Authorized Amount	\$9,659,337.00	Obligation Nbr	
		Fund	51 - Renewal & Replacement Account - Move Illinois

IPB Number  
22042951

EcoSys WBS  
1.2.7.1.1.21.3.1

e-Builder Project  
4425C

Invoices Allowed

Contiguous Periods

Upon Request

Maintain

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-18-4425  
M-2 MAINTENANCE FACILITY RENOVATION AND ADDITION  
TRI-STATE TOLLWAY (I-294) M.P. 29.5**

**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$500,000	\$500,000
*	JT130110	SITE AND BUILDING CONSTRUCTION	L SUM	1	<del>8,926,837</del>	<del>8,926,837</del>
TOTAL AMOUNT OF CORE WORK						9,426,837
*	JT154024	ALLOWANCE FOR PLANTING AND SEEDING	UNIT	10,000	\$ 1.00	\$ 10,000.00
*	JT154044	CONTRACT ALLOWANCE FOR UNSUITABLE, NON-SPECIAL OR HAZARDOUS WASTE REMOVAL AND DISPOSAL	UNIT	22,500	\$ 1.00	\$ 22,500.00
*	JT154118	ALLOWANCE FOR UNFORESEEN CONDITIONS	UNIT	10,000	\$ 1.00	\$ 10,000.00
*	JT154127	ALLOWANCE FOR UTILITY SERVICE CONNECTION	UNIT	25,000	\$ 1.00	\$ 25,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$ 165,000.00	\$ 165,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAYS OPERATIONAL FACILITIES PER S.P. 115.5 - I-294	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAYS OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(5,900.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(5,900.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(5,900.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM						\$232,500.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						9,659,337
ECP BID CREDIT						50
AWARD CRITERIA						9,659,337

S.P. COLUMN LEGEND  
\* INDICATES SPECIAL PROVISION

OPENED 11/30 2018  
BOND OR CHECK ENCLOSED: YES NO  
*[Signature]*

## **FINANCIAL DISCLOSURES AND CERTIFICATIONS**

### **ALERT:**

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

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

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

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

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

#### **Forms A Section**

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

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

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

#### **Forms B Section**

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

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

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

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

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

## **REMINDER TO VENDORS SUBMITTING FORMS B**

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

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

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

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

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

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





**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:**

Madison Construction Company resides in Cook County, IL and is incorporated  
in the State of Illinois.

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Signature of Authorized Representative:



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Printed Name of Authorized Representative:

Joel Spalding

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Vendor Name:

Madison Construction Company

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Date:

November 30, 2018

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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-18-4425**

**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	Joel Spalding	(708) 535-7716	joel.spalding@ madisonconstruction.net
Bid Guaranty	Jeff Clecko Argonaut Insurance Company	(312) 294-5484	Jeff_Clecko@aig.com
DBE 2026	Matthew Gierman	(708) 535-7715 ext 322	matthew.gierman@ madisonconstruction.net
EEO Program	Jennifer Werhand	(708) 535-7716 ext. 312	jennifer.werhand@ madisonconstruction.net
VOSB 2026	Jennifer Werhand	(708) 535-7716 ext. 312	jennifer.werhand@ madisonconstruction.net
Financial Disclosures Forms A or Forms B	Janine Perez	(708) 535-7716 ext 341	janine.perez@ madisonconstruction.net
IDOT Certificate of Eligibility	Janine Perez	(708) 535-7716 ext 341	janine.perez@ madisonconstruction.net
Non-Collusion Affidavit – Page R4	Beverly Cora	(708) 535-7716 ext 309	beverly.cora@ madisonconstruction.net













**CONTRACT NO. RR-18-4425**  
**PLANT AND EQUIPMENT QUESTIONNAIRE**

**3. SUB-CONTRACT WORK**

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR

**4. MATERIALS COMMITMENTS**

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

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

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**CONTRACT NO. RR-18-4425**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

**3. SUB-CONTRACT WORK**

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

<b>SCOPE OF WORK</b>	<b>RELATED PAY ITEM</b>	<b>% OF TOTAL CONTRACT</b>	<b>APPROX. \$ VALUE</b>	<b>IDENTIFIED CONTRACTOR</b>

**4. MATERIALS COMMITMENTS**

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

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

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ZOF ✓

**CONTRACT NO. RR-18-4425**  
**PLANT AND EQUIPMENT QUESTIONNAIRE**

**3. SUB-CONTRACT WORK**

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR

**4. MATERIALS COMMITMENTS**

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

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

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*3 of 5*

**CONTRACT NO. RR-18-4425**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

**3. SUB-CONTRACT WORK**

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

<b>SCOPE OF WORK</b>	<b>RELATED PAY ITEM</b>	<b>% OF TOTAL CONTRACT</b>	<b>APPROX. \$ VALUE</b>	<b>IDENTIFIED CONTRACTOR</b>

**4. MATERIALS COMMITMENTS**

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

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

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**CONTRACT NO. RR-18-4425**  
**PLANT AND EQUIPMENT QUESTIONNAIRE**

5. EXAMINATION OF SITE WORK

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

YES   x   NO \_\_\_\_\_

6. DOCUMENT REFERENCE

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

The Special Provisions YES   x   NO \_\_\_\_\_

The Contract Plans YES   x   NO \_\_\_\_\_

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

Dated at 15657 S 70th Ct this 30<sup>th</sup> day of November, 2018.

Madison Construction Company

\_\_\_\_\_  
Name of Organization

By

\_\_\_\_\_  
Joel Spalding  
Executive Vice President

\_\_\_\_\_  
Title of Person Signing

STATE OF Illinois )

COUNTY OF Cook )

Joel Spalding being duly sworn deposes and says that he/she is Executive Vice President

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

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 30<sup>th</sup> day of November, 2018.

BEVERLY J CORA  
NOTARY PUBLIC, STATE OF  
COOK COUNTY  
MY COMMISSION EXPIRES 1/20/2020  
Notary Public Beverly J. Cora

My Commission Expires: January 20, 2020

**CONTRACT NO. RR-18-4425**

**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
Please see Attachment #1				

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 None

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.

Madison Construction Company  
 BIDDER  
November 30, 2018  
 DATE  
 \_\_\_\_\_  
 SUB-CONTRACTOR

Joel Spalding  
 \_\_\_\_\_  
 BY: \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 SUB-CONTRACTOR

Exec. Vice President  
 TITLE

Madison Construction  
Attachment to Page S-7  
Contract No RR-18-4425  
Current Contractual Obligations

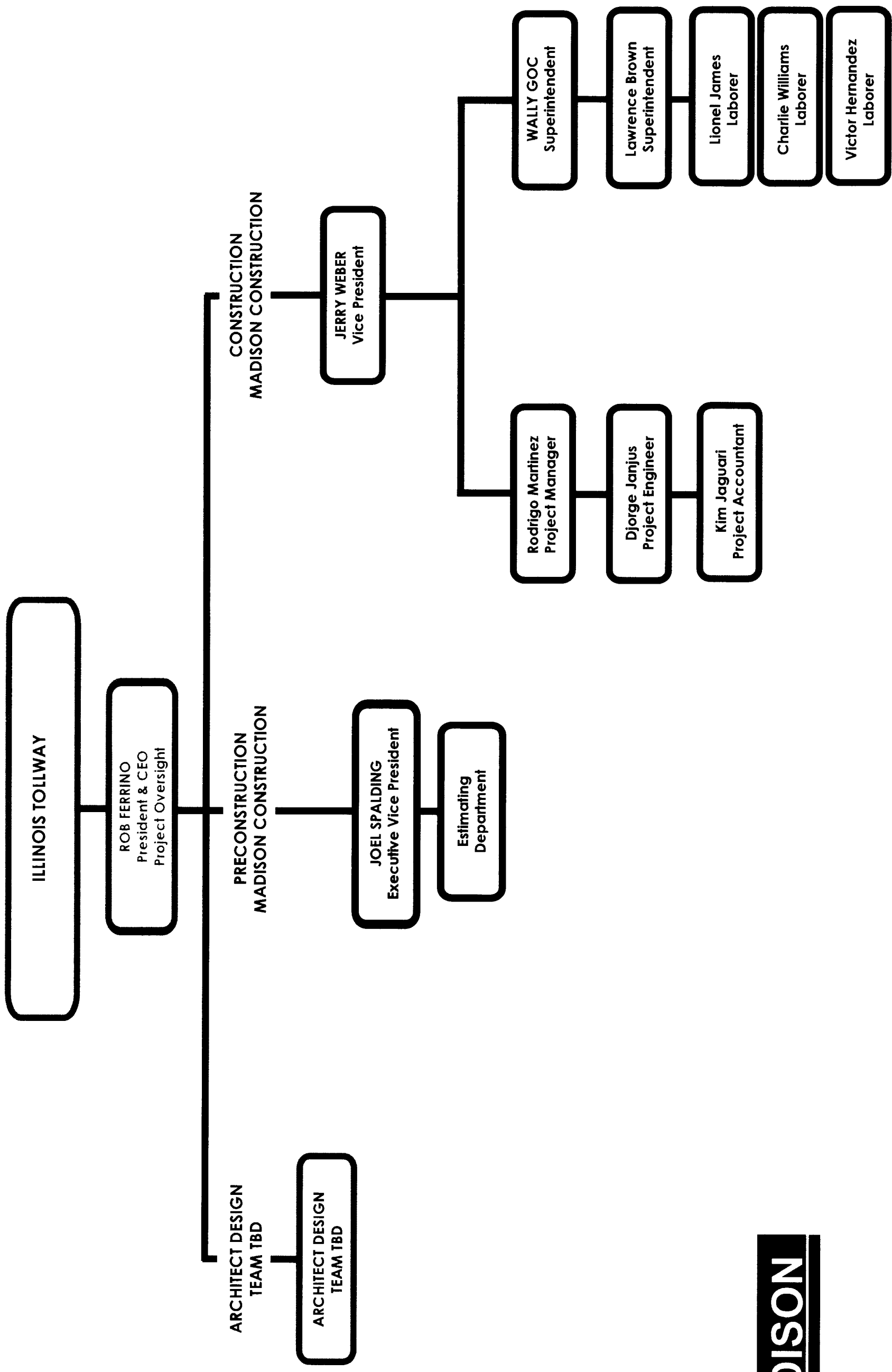
WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE:

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK		TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
		UNEARNED			
16-014-MC	Concord Commercial LLC/Concord Sheridan LP - Concord at Sheridan	\$ 12,203,409.00		General Contractor	Feb-19
16-019-MC	CA Ventures - Latitude @ River Landing Coralville, IA Student Housing	\$ 26,759,292.00		General Contractor	Aug-18
17-011-MC	Chicago Housing Authority - Henry Horner Homes	\$ 1,940,526.00		General Contractor	Dec-18
17-012-MC	Housing Authority of Cook County - Huntington/Whiting Apt	\$ 2,947,206.00		General Contractor	Dec-18
17-013-MC	Housing Authority of Cook County - Juniper/Golden Towers	\$ 2,146,094.00		General Contractor	Dec-18
17-018-MC	Public Building Commission of Chicago - South Loop Elementary School	\$ 10,608,512.00		General Contractor	Dec-18
17-019-MC	Lawndale Christian Health Care - 3910 W. Ogden Center Renovation	\$ 886,062.00		General Contractor	Nov-18
18-010-MC	Housing Authority of Cook County - Franklin/Henrich	\$ 17,193,905.00		General Contractor	Dec-19
18-011-MC	12757 S. Western Ave LLC - Blue Island Cook County Health Center	\$ 7,995,429.00		General Contractor	Aug-19
		\$	\$ 82,680,435.00		



**PROJECT PROCESS ORGANIZATIONAL CHART**  
M-2 MAINTANCE FACILITY RENOVATION AND ADDITION  
CONTRACT RR-18-4425 ILLINOIS TOLLWAY

Attachment #2



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

**1. POLICY STATEMENT**

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

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

**2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

### 3. CONTRACTOR ASSURANCE

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

### 4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of 28% of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime Contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

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

## **6. BIDDING PROCEDURES**

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

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

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

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

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

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

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

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

The Utilization Plan must be supported by the submission of a detailed DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal by 5:00 p.m. of the fifth calendar day after email notification to the prime from the Tollway of low apparent bidder status.

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

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

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

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

### **6.3 Counting DBE Participation**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6.6 Good Faith Efforts Procedures

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

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

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

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

6.6.1 Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the bidder. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than 5 calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

6.6.2 Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

6.6.3 Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

6.6.4 Negotiating in good faith with interested DBEs.

6.6.4.1 Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information



provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- 6.6.4.2 A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 6.6.5 Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract goal.
- 6.6.6 Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the Contractor.
- 6.6.7 Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.6.8 Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

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

The bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the bidder by filing a request within five working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, [DBE@getipass.com](mailto:DBE@getipass.com), (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.

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

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

## **7. CONTRACT COMPLIANCE**

### **7.1 Forms to be Submitted**

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

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

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

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

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

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

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

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

7.2.1 Unavailability after receipt of reasonable notice to proceed;

7.2.2 Failure of performance;

7.2.3 Financial incapacity;

7.2.4 Refusal by the subcontractor to honor the bid or proposal price or scope or schedule;

- 7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 7.2.6 Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- 7.2.7 The subcontractor's withdrawal of its bid or proposal; or
- 7.2.8 Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

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

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

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

A new subcontract, a new Form 2025 for the substituted DBE (if applicable) and an amended DBE Utilization Plan must be executed and submitted to the Diversity and Strategic Development Department within 5 working days of the Contractor's receipt of the Tollway's approval for the substitution or other change.

### **7.3 The submission of the DBE Payment Report**

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

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

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

## **8. SANCTIONS**

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

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

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

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

## **9. INACCURATE OR FRAUDULENT REPORTING**

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

## **10. OTHER REGULATIONS**

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



Date: 11/13/2018  
 Contact Name: Joel Spaulding  
 Contractor Company Name: Madison Construction Company  
 From: Lynnette Robinson  
 DBE Project Specialist

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

Subject: DBE Plan Review	Date Original Plan Submitted: 11/13/2018	Revision # 0
Contract # RR-18-4425	Established DBE Goal: 28.00 %	
Contract Description: M-2 Maintenance Facility Renovation and Addition, Tri-State Tollway (I-294), Mile Post 29.5		

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

Notes:

DBE Plan as Submitted by apparent low bidder:		Contract Award Amount		\$9,426,837.00					
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Autumn Construction Services, Inc.	SB	D/WBE	Mechanical	\$1,660,000.00	\$1,660,000.00	17.60 %	IDOT	F	Caucasian
Dumex Construction Company	SB	DBE	Carpentry	\$300,000.00	\$300,000.00	3.18 %	IDOT	M	Hispanic
Durango Painting	SB	D/MBE	Painting	\$117,900.00	\$117,900.00	1.25 %	IDOT	M	Hispanic
GC Roofing, LLC	SB	D/WBE	Roofing	\$650,000.00	\$650,000.00	6.89 %	IDOT	F	Caucasian
<b>Total # of subcontractors: 4</b>			<b>TOTAL</b>	<b>\$2,727,900.00</b>	<b>\$2,727,900.00</b>	<b>28.93 %</b>			
<b>Total # of subcontractors: 4</b>			<b>Total %</b>	<b>28.93 %</b>	<b>28.93 %</b>				



CONTRACT # **RR-18-4425**

DBE FIRM NAME: **Autumn Construction Services, Inc**  
 DBE FIRM TYPE:  MBE  WBE  SBA

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
N/A	Furnish and Install Mechanical/VAC Systems & Controls	1	\$1,660,000	\$1,660,000		1660000
<b>TOTALS FOR THIS DBE FIRM:</b>						<b>1660000</b>

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

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

**2. COMMITMENT:** The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereon must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision K-4 DBE Participation and can subject the contractor to contract sanctions.

Contractor Name: **Autumn Construction Services, Inc**  
 Title: **President**  
 Date: **12/10/18**

Company Name: **Autumn Construction Services, Inc**  
 Address: **15657 S. 70th Ave + Orchard Park IL**

Contractor Name: **Autumn Construction Services, Inc**  
 Title: **President**  
 Date: **12/10/18**

Company Name: **Autumn Construction Services, Inc**  
 Address: **448 Eisenhower Lane South, Lansing, IL 60148**





DEPARTMENT OF PROCUREMENT SERVICES

OCT 10 2017

CITY OF CHICAGO

Susan Nelson  
Autumn Construction Services, Inc.  
449 Eisenhower Lane South  
Lombard, IL 60148

Dear Susan Nelson:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm, **Autumn Construction Services, Inc.**, continues to meet the **Disadvantaged Business Enterprise ("DBE")** certification program eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **October 15, 2018.**

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

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

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

**NAICS Code(s):**

**238220 – Mechanical Contractors**

**236220 – Construction Management, Commercial and Institutional Building**

**541330 – Engineering Design Services**

**541620 – Environmental Consulting Services**

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an

1980

OCT 10 2017

area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/em

## Maureen Kolkka

---

**From:** Cordell McGary <Cordell.McGary@cityofchicago.org>  
**Sent:** Friday, November 2, 2018 3:23 PM  
**To:** Maureen Kolkka; Susan Nelson  
**Cc:** Laura Schmidt  
**Subject:** RE: Expansion Request - WBE - DBE Update \*\*ADDITIONAL INFORMATION\*\*

Hello Maureen,

The review of both the request for expansion and No Change affidavits have been completed and submitted for management review. I anticipate finalization within the next week. The DBE certification remains active during this process. Hope this helps.

Regards,

**Cordell McGary**  
**Senior Certification/Compliance Officer**  
City of Chicago  
Department of Procurement Services  
121 N. LaSalle Street, Room 806  
Chicago, Illinois 60602  
312-744-7666 (Office)  
[cordell.mcgary@cityofchicago.org](mailto:cordell.mcgary@cityofchicago.org)

*Customer Care is our priority. Please contact us with compliments or concerns at [dns.feedback@cityofchicago.org](mailto:dns.feedback@cityofchicago.org). Please visit our website for information on programs, policies and procedures [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement).*

**From:** Maureen Kolkka [mailto:[maureen.kolkka@autumnconstruction.com](mailto:maureen.kolkka@autumnconstruction.com)]  
**Sent:** Friday, November 02, 2018 1:53 PM  
**To:** Susan Nelson; Cordell McGary  
**Cc:** Laura Schmidt  
**Subject:** RE: Expansion Request - WBE - DBE Update \*\*ADDITIONAL INFORMATION\*\*

Mr. McGary:

As I indicated in my voicemail message, I am assembling a Tollway Proposal and noted that our DBE certificate expired on 10/15/2018 although our WBE cert is current. I realize that our certification renewal is tied-up in our pursuit on additional NAICS codes. Is there a projected completion date?

Thanks for all your help.

*Maureen*

**Maureen Kolkka, P.E. LEED AP**  
Autumn Construction Services, Inc.  
449 Eisenhower Lane South  
Lombard, Illinois 60148  
Tel: 630-588-9585  
Fax: 630-588-9586  
Cell: 630-337-7712  
[maureen.kolkka@autumnconstruction.com](mailto:maureen.kolkka@autumnconstruction.com)



**From:** Susan Nelson <[susan.nelson@autumnconstruction.com](mailto:susan.nelson@autumnconstruction.com)>  
**Sent:** Thursday, October 25, 2018 4:39 PM  
**To:** Cordell McGary <[Cordell.McGary@cityofchicago.org](mailto:Cordell.McGary@cityofchicago.org)>  
**Cc:** Maureen Kolkka <[maureen.kolkka@autumnconstruction.com](mailto:maureen.kolkka@autumnconstruction.com)>  
**Subject:** RE: Expansion Request - WBE - DBE Update **\*\*ADDITIONAL INFORMATION\*\***

Mr. McGary:

Please see attached Autumn Organization Chart and resumes for John Marynczak and Abel Romero. John and Abel would be the Autumn staff who would be direct field supervisors for the general trades type work. Maureen Kolkka would be the Senior Project Manager in charge of this work. These three Autumn staff have relevant experience and have worked together on previous Autumn projects where general trades type of work has been completed. Hoping this satisfies your inquiry on Autumn qualifications for the additional NAICS codes. Please advise if you require anything further.



Susan Nelson | President  
449 Eisenhower Lane South, Lombard, IL 60148  
C: 630-207-0072  
P: 630-588-9585  
F: 630-588-9586  
[susan.nelson@autumnconstruction.com](mailto:susan.nelson@autumnconstruction.com)



**From:** Cordell McGary <[Cordell.McGary@cityofchicago.org](mailto:Cordell.McGary@cityofchicago.org)>  
**Sent:** Wednesday, October 10, 2018 10:16 AM  
**To:** Susan Nelson <[susan.nelson@autumnconstruction.com](mailto:susan.nelson@autumnconstruction.com)>  
**Subject:** RE: Expansion Request - WBE - DBE Update

Hello Ms. Nelson,

I apologize for the delay in responding. I am concluding the review of both the expansion, and No-Change Affidavits, with completion anticipated by the end of the week. During our interview you mentioned Brian McGovern, and Dan Heeney reported directly to you and were responsible for direction and oversight of field activities concerning the areas sought in the expansion request. Would it be possible to obtain a copy of their resumes?

**Cordell McGary**  
**Senior Certification/Compliance Officer**  
City of Chicago  
Department of Procurement Services  
121 N. LaSalle Street, Room 806  
Chicago, Illinois 60602  
312-744-7666 (Office)

[cordell.mcgary@cityofchicago.org](mailto:cordell.mcgary@cityofchicago.org)

*Customer Care is our priority. Please contact us with compliments or concerns at [dps.feedback@cityofchicago.org](mailto:dps.feedback@cityofchicago.org). Please visit our website for information on programs, policies and procedures [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement).*

**From:** Susan Nelson [<mailto:susan.nelson@autumnconstruction.com>]

**Sent:** Tuesday, October 09, 2018 2:31 PM

**To:** Cordell McGary

**Subject:** Expansion Request - WBE - DBE Update

Mr. McGary: Please update me on the status of Autumn Construction Services, Inc. NAICS Code Expansion request, WBE and DBE No-Change Affidavit processing. Thanks.



**Susan Nelson | President**

449 Eisenhower Lane South, Lombard, IL 60148

**C: 630-207-0072**

**P: 630-588-9585**

**F: 630-588-9586**

[susan.nelson@autumnconstruction.com](mailto:susan.nelson@autumnconstruction.com)



CONTRACT #

DBE REGISTRATION NO:

CANCEL ALL THAT APPLY: DBE  DBE  WBE  SBA (S)

Prime Contractor:

Subcontractor:

Supplier:

Manufacturer:

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

SUBCONTRACTOR:  ITEM 1 (GSA TO PRIME):  N  ITEM 2 OR BELOW:  Y  N  UNDER CONTRACT TO:

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

PAV ITEM NO. *	DESCRIPTION: indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CONTRACT VALUE (\$)	TOTAL CONTRACT AMOUNT (\$)
1	Carpentry - Finnish / Eskul			30016		30016
				TOTALS FOR THIS DBE FIRM:		

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

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

Contractor Name:  Date: 12/10/18

Contractor Address:

Contractor Phone: 715.702.2400

Contractor Email: hbaraza@downerconstruction.com

Contractor Name:  Date: 12/10/2018

Contractor Address: 2236 Long Ave Bobbank IL 60459

Contractor Phone: 8236 Long Ave Bobbank IL 60459

Contractor Email: hbaraza@downerconstruction.com



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JAN 16 2015

Hector Barraza  
Dumex Construction Company  
5745 W. 63<sup>rd</sup> St.  
Chicago, IL 60638

Dear Hector Barraza:

We are pleased to inform you that **Dumex Construction Company** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **1/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **1/15/2016, 1/15/2017, 1/15/2018, and 1/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **1/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/15/2019**.

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

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

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

**NAICS Code(s):**

- 236210 - Additions, alteration and renovation, general contractors, industrial building (except warehouses)**
- 236220 - Additions, alteration and renovations, general contractors, commercial and institutional building**
- 238130 - Framing Contractors**
- 238170 - Siding Contractors**
- 238310 - Drywall and Insulation Contractor**
- 238350 - Finish Carpentry Contractors**

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

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer  
JLR/mm



**Certification: View**

Certification List

**Business Information**

Business Name	Dumex Construction Company
VendorID	20072596
Primary Owner's Name	Mr. Hector Barraza
Company Type	Corporation
Ethnic Group	Hispanic/Latino
Gender	Male

**Certification Information**

Certifying Agency	City of Chicago
Certification Type	MBE - Minority Business Enterprise
Effective Date	11/28/2016
Renewal Date	2/15/2018

**Contact**

Main Company Email	dumexconstruction@comcast.net
Main Phone	708-529-0789
Main Fax	708-529-0790
Main Company Website	

**Address**

Physical Address	5745 W. 63rd St Chicago, IL 60629
Mailing Address	8236 Long Burbank, IL 60459

**Business Capabilities**

Business certified for	NAICS 236210 Addition, alteration and renovation, general contractors, industrial building (except warehouses) NAICS 236220 Addition, alteration and renovation general contractors, commercial and institutional building NAICS 238130 Framing contractors NAICS 238170 Siding contractors NAICS 238310 Drywall and Insulation Contractors NAICS 238350 Finish Carpentry Contractors
Full Description of Capabilities/Products	NAICS 236210 Addition, alteration and renovation, general contractors, industrial building (except warehouses) NAICS 236220 Addition, alteration and renovation general contractors, commercial and institutional building NAICS 238130 Framing contractors NAICS 238170 Siding contractors NAICS 238310 Drywall and Insulation Contractors NAICS 238350 Finish Carpentry Contractors
Commodity Codes	NAICS 236210 Addition, alteration and renovation, general contractors, industrial building (except warehouses) ( <a href="#">More</a> ) NAICS 236220 Addition, alteration and renovation general contractors, commercial and institutional building ( <a href="#">More</a> ) NAICS 238130 Framing contractors ( <a href="#">More</a> ) NAICS 238170 Siding contractors ( <a href="#">More</a> ) NAICS 238310 Drywall and Insulation Contractors ( <a href="#">More</a> ) NAICS 238350 Finish Carpentry Contractors ( <a href="#">More</a> )

**Demographic Information**

Ethnic Group	Hispanic/Latino
Gender	Male
DBE Ethnic Group	Hispanic American

**Location**

County	Cook (IL)
Ward	13
Community Area	64 Clearing

Certification: View

Certification List

Vendor Information

Business Name **DUMEX CONSTRUCTION COMPANY**  
 VendorID **20072596**  
 Primary Owner's Name **Mr. Hector Barraza**  
 Company Type **Corporation**  
 Ethnic Group **Hispanic**  
 Gender **Male**

Certification Details

Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **MBE - Minority Business Enterprise**  
 Effective Date **7/28/2015**  
 Renewal Date **7/28/2019**

Contact Information

Main Company Email **dumexconstruction@comcast.net**  
 Main Phone **708-529-0789**  
 Main Fax **708-529-0790**  
 Main Company Website

Address

Physical Address **8236 Long Avenue  
Burbank, IL 60459**  
 Mailing Address **8236 Long  
Burbank, IL 60459**

Business Capabilities

Business certified for **NIGP 15019 Door Operators (Not Door Closers): Chain Hoist Type, Electric Motor Type, etc.  
 NIGP 45055 Locks, Key Blanks, and Locksmith Tools (Including Time Locks)  
 NIGP 91001 Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems)  
 NIGP 91075 Wall and Ceiling Repair and Replacement (Including Drywalling)  
 NIGP 91078 Weatherization, Weather and Waterproofing Maintenance and Repair Services  
 NIGP 91240 Demolition Services  
 NIGP 92544 General Construction: Management, Scheduling, Cost Estimation - Engineering  
 NIGP 93638 Glass and Glazing Equipment Maintenance and Repair  
 NIGP 96268 Removal of Wood, Wood Chips, Bark, etc.**

Full Description of Capabilities/Products

**NIGP 15019 Door Operators (Not Door Closers): Chain Hoist Type, Electric Motor Type, etc.  
 NIGP 45055 Locks, Key Blanks, and Locksmith Tools (Including Time Locks)  
 NIGP 91001 Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair (Including Panel Wall Systems)  
 NIGP 91075 Wall and Ceiling Repair and Replacement (Including Drywalling)  
 NIGP 91078 Weatherization, Weather and Waterproofing Maintenance and Repair Services  
 NIGP 91240 Demolition Services  
 NIGP 92544 General Construction: Management, Scheduling, Cost Estimation - Engineering  
 NIGP 93638 Glass and Glazing Equipment Maintenance and Repair  
 NIGP 96268 Removal of Wood, Wood Chips, Bark, etc.**

Commodity Codes

**NIGP 15019 Door Operators, Not Door Closers: Chain Hoist Type, Electric Motor Type, etc.  
 NIGP 45055 Locks, Key Blanks, and Locksmith Tools, Including Time Locks  
 NIGP 91001 Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair Services, Including Panel Wall Systems  
 NIGP 91075 Wall and Ceiling Maintenance, Repair and Replacement Services, Including Drywalling  
 NIGP 91078 Weatherization, Weather and Waterproofing Maintenance and Repair Services  
 NIGP 91240 Demolition Services  
 NIGP 92544 General Construction: Management, Scheduling, Cost Estimation Engineering  
 NIGP 93638 Glass and Glazing Equipment Maintenance and Repair  
 NIGP 96268 Removal of Wood, Wood Chips, Bark, etc.**

Demographics

Ethnic Group **Hispanic**  
 Gender **Male**

# MADISON

Madison Construction Co.  
15657 S. 70th Court  
Orland Park, IL 60462  
Ph (708) 535-7716  
Fax (708) 535-7791

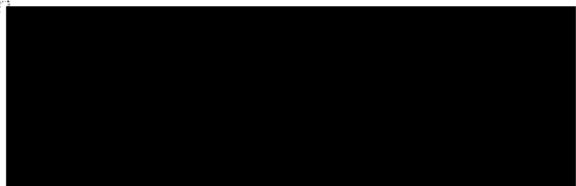
12/10/10

To whom it may concern.

Madison construction had inaccurate information regarding a subcontractors DBE certificate. Dumex Construction does not have a current DBE certification. The DBE utilization plan has been changed accordingly. Please see revised DBE utilization plan.

Sincerely,  
Matthew Gleason

Estimator





**Dumex Construction Co.**  
**MBE CERTIFIED**

Madison Construction

12/7/2018

Attn: Matt Gierman

RE: IDOT M2 Maintenance Facility

Mr. Gierman please be advised that Dumex Construction does not currently hold a DBE Certificate ,  
Please contact our office with any additional questions.

Sincerely

Hector Barraza

  
Dumex Construction Co.

Tel: (708) 529-0789 • Fax: (708) 529-0790 / 8236 Long Ave. • Burbank, IL 60459

CONTRACT #

DBE PARTICIPATION STATEMENT  
 Durango Painting  
 DBE MBE WBE SBA (VA)

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

TER 1 (8/18 TO PRESENT)  Y  N TER 2 OR BELOW:  Y  N UNDER CONTRACT TO:

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

PAY ITEM NO. *	DESCRIPTION including quantity, units, or both furnish and install	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF APPLICABLE	TOTAL DBE CREDIT AMOUNT (\$)
1	Furnish and install painting			117,900		117,900
TOTALS FOR THIS DBE FIRM:				117,900		117,900

\* Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #15573010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE goal percentage.

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

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

Signature for Prime Contractor: Estimatee 12/10/18 This Date

Signature for DBE Contractor: John Wise This Date

Vice President 12/5/2018

Firm Name: Durango Painting

Contact: John Wise

Address: 2846 Coastal Dr, Aurora, IL 60503

Phone: 630-978-1644

Email: john@durangopainting.com



567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

October 29, 2018

Mr. Ramon Arambula  
Durango Painting, Inc.  
2846 Coastal Drive  
Aurora, IL 60503

Dear Mr. Arambula:

The Chicago Transit Authority has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **November 18, 2019**. A notification will be sent to you sixty (60) days prior to this date.

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

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

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

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

Please direct all inquiries and any questions to this agency at (312) 661-2601.

Sincerely,



JuanPablo Prieto  
Senior Manager, Diversity Program  
Chicago Transit Authority  
Phone: (312) 661.2600  
Email: [diversity@transitchicago.com](mailto:diversity@transitchicago.com)



567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

## Disadvantaged Business Enterprise (DBE) Certification

October 29, 2018  
Durango Painting, Inc.  
2846 Coastal Drive  
Aurora, IL 60503

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

**Commodity Codes:**

NAICS 238320: PAINTING (EXCEPT ROOF) CONTRACTORS

**In the following Specialties:**

238320-PAINTING CONTRACTORS

CONTRACT # \_\_\_\_\_

CONTRACT NAME: GC Roofing LLC

DBE:  MBE:  WBE:  SBA 8(a):

PRIME: \_\_\_\_\_ JV PARTNER: \_\_\_\_\_ SUBCONTRACTOR:  TRIGGER: \_\_\_\_\_ SUPPLIER: \_\_\_\_\_ MANUFACTURER: \_\_\_\_\_

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

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

PAY ITEM NO. *	DESCRIPTION: include quantity, furnish only, or both furnish and install	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK #	TOTAL DBE CREDIT AMOUNT (\$)
1	Emilk install Roof/Demo/Estates/Pos	1	\$50,000.00	\$50,000.00		\$650,000.00
				TOTALS FOR THIS DBE FIRM:		\$650,000.00

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #557700A, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE goal percentage.

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

Signature for Prime Contractor: \_\_\_\_\_

Position: Estimator Date: 12/09/18

Name: Mathew Gierman Title: \_\_\_\_\_

Company: Mathew Gierman Construction, Inc.

Address: 15657 S. 70th St. Orland Park, IL

Signature for DBE: \_\_\_\_\_

Position: President Date: 12/05/18

Name: Georgia Coleman Title: \_\_\_\_\_

Company: GC Roofing LLC

Address: 2105 W. Northside Ave Suite 302 Chicago, IL 60618



CONTRACT #

DBE ALL OTHER AGENCIES

GC Roofing LLC

DBE ALL OTHER AGENCIES

PRIME  JV PARTNER  SUB-CONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	OTHER (\$)	TOTAL DBE CREDIT AMOUNT (\$)
	Furnish & Install Roof / Down existing		649,000.00	\$649,000.00		
TOTALS FOR THIS DBE FIRM:						

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #15573010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal Percentage.

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

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

Signature for Prime Contractor: Estimate for 12/10/18

Contractor: Mathew Lutz DBE

Firm Name: Mathew Lutz Construction

Address: 15657 S. 70th Court, Oak Brook, IL 60110

Phone: (708) 535-7711 x 322

Signature for DBE Contractor: [Redacted]

Contractor: Georgia Coleman DBE

Firm Name: GC Roofing LLC

Address: 2550 W Montrose Ave Suite 302/Chicago, IL 60618

Phone: (773) 760-3421 / (773) 679-9301

Signature: Resident 12/10/18

**NAICS Code(s):**

JUL - 2 2018

**238160 – Roofing Contractors**

Asphalt roof shingle installation, copper roofing installation, corrugated metal roofing installation, low slope roofing installation, painting, spraying, or coating, roof, roll roofing installation, roof membrane installation, roof painting, spraying, or coating, roofing contractors, roofing, built-up tar and gravel, installation, shake and shingle, roof, installation, skylight installation, solar reflecting coating, roof, application, steep slope roofing installation, treating roofs (by spraying, painting or coating)

This Directory is used by prime contractors/ consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at: <https://webapps.dot.illinois.gov/UCP/ExternalSearch>

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

**Please note:**

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

**For All Non Trucking Firms:**

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

**For All Trucking Firms:**

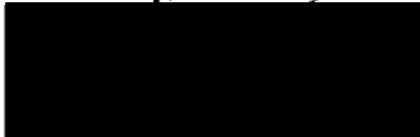
- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).

JUL 2 2018

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

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

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/vlw

Handwritten initials in the bottom right corner of the page, possibly reading 'RB/vlw'.



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JUL - 2 2018

Georgia Coleman  
GC Roofing, LLC  
2650 W. Montrose Ave.  
Chicago, Illinois 60618

Dear Georgia Coleman:

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

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

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

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

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

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

A handwritten signature in black ink, appearing to be "G. Coleman", located in the bottom right corner of the page.



CONTRACT # \_\_\_\_\_

DBE FIRM NAME: \_\_\_\_\_ DBE MBE WBE SBA 8(A) \_\_\_\_\_

CIRCLE ALL THAT APPLY: \_\_\_\_\_

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
<b>TOTALS FOR THIS DBE FIRM:</b>						

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact: \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

Signature for DBE Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact: \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Address: \_\_\_\_\_



# DBE FORM 2023

## Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

### Good Faith Efforts Checklist

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

\_\_\_\_\_ Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the bidder could perform those scopes with its own forces.

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

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

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.

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

\_\_\_\_\_ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

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

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

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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



# DBE FORM 2023

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

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBEs. Duplicate as needed.

Name of DBE	Date and method of contact	Scope of work solicited	Reason agreement was not reached

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

**Print Name:** \_\_\_\_\_ **Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**FORM 2024 - DBE Trucking Reporting and Verification Form**

To be submitted to the CM by the prime contractor at 25%, 50%, 75% of contract completion, FINAL (Request for Release of Final Retainage)

**SECTION A: to be completed by Prime Contractor**

(a) Contract Number \_\_\_\_\_

(b) Prime Contractor Name \_\_\_\_\_

(c) Contract Award Value \_\_\_\_\_

(d) Amount Earned to Date \_\_\_\_\_

(e) Percent Complete   Chose One

(f) Reporting Period: \_\_\_\_\_ To \_\_\_\_\_

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

(g) \_\_\_\_\_

(h) \_\_\_\_\_  
Signature of Prime Contractor Authorized Agent

(i) \_\_\_\_\_  
Printed Name

\_\_\_\_\_ Date

\_\_\_\_\_ Title

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

	Number of Trucks
(j) Total value of payments received for trucks owned and operated by this DBE trucker	a. _____
(k) Total value of payments received for trucks leased and operated by another DBE trucker	b. _____
(l) Total value of payments received for trucks leased from a Non-DBE trucker	c. _____
(m) _____	> \$ _____

Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.

(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) d. \_\_\_\_\_

(o) Total DBE Trucking Participation Based on DBE Special Provision VII.A.  \$ \_\_\_\_\_  
Sum of a, b & d above

(p) \_\_\_\_\_  
Signature of DBE Sub-Contractor Authorized Agent

(q) \_\_\_\_\_  
Printed Name

\_\_\_\_\_ Date

\_\_\_\_\_ Title

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

Signature /Date of Construction Manager (CM)

Diversity Verification  
Initials / Date





## ISTHA DBE Utilization by Period Report – DBE Form 2114

### General Information

1	Report Date	
2	Contract No.	
3	Contract Description	
4	Contractor Name	
5	Current Pay Estimate No.	
6	Pay Estimate(s) Covered	
7	Reporting Period	through

### Contract Financials (cumulative)

8	Original Contract Amount (\$)	
9	Adjusted Contract Amount (\$)	

### DBE Financials (cumulative)

10	Current DBE Commitment (\$)	
11	Current DBE Commitment (%)	
12	Overall DBE % Paid-To-Date	
13	Overall DBE % Projected-To-Date	

### Progress Payment Summary

		Current Period	To-Date
14	Paid to DBE contractors/suppliers (\$)	14(a)	14(b)
15	Projected for DBE contractors/suppliers		

### Progress Payment Detail

16	<b>DBE subcontractor/supplier name #1</b>		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	<b>DBE subcontractor/supplier name #2</b>		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	<b>DBE subcontractor/supplier name #3</b>		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		Current Period	To-Date
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)



## ISTHA DBE Utilization by Period Report – DBE Form 2114

24	Comments
----	----------

16	<b>DBE subcontractor/supplier name #4</b>		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A   If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		<b>Current Period</b>	<b>To-Date</b>
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

16	<b>DBE subcontractor/supplier name #5</b>		
17	Approved 2025 Amount (\$)		
18	Projected Amount (\$)		
19	Pay Item #(s) worked on by DBE are consistent with those previously approved for this DBE subcontractor/supplier <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A   If no, explanation must be provided in Comments field (24).		
20	% of work completed to date		
		<b>Current Period</b>	<b>To-Date</b>
21	Amount Paid (\$)	21(a)	21(b)
22	Retainage Held (\$)	22(a)	22(b)
23	Retainage Released (\$)	23(a)	23(b)
24	Comments		

**Notes:**

- “Projected amount” is understood to mean, based upon presently available data, that amount which is calculated, estimated, or predicted to be part of the approved DBE commitment for this contract.
- All subcontractors (including 2nd and 3rd tier) must be reported on the DBE 2114 in order to receive DBE credit.

**Affidavit**

For and on behalf of _____ I, _____ <div style="display: flex; justify-content: space-between; width: 80%; margin: 0 auto;"> <span>(25) – Printed Company Name</span> <span>(26) – Printed Name of Agent</span> </div> <p style="margin-top: 10px;">its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 &amp; 2026.</p>	
27	Title of Agent:
28	Signature of Agent:
28	Date of Signature:

**Payer / Preparer / Prime**

30	Name:
31	Title:
32	Email Address:
33	Phone No.:





## Capture Application Request for Log-in/Password

I, \_\_\_\_\_, \_\_\_\_\_  
 (Print the name of signatory party) (Title)

request a **Login and Password** for the DBE/EEO Capture Application for

Construction Manager       Prime Contractor

(company name) \_\_\_\_\_.

**Request Type:**     New User – or --  I need to add or remove contracts from my existing ID.

My email address is: \_\_\_\_\_ (only for new user).

I have the responsibility to review DBE/EEO data for the Tollway on contract(s):

# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove
# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove

Any party reviewing this DBE/EEO data must certify that they have the authority to provide the information contained therein and that the information is complete and accurate.

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

User Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Affidavit: <i>For and on behalf of</i> _____ <div style="text-align: right;">(Printed Company Name)</div> I, _____, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div> and authority to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	_____
Signature of Agent:	_____
Date of Signature:	_____

**For ease of response, please e-mail this request from the email account listed above to:**  
[dbe@getipass.com](mailto:dbe@getipass.com)

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

**3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:**

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

- Women: at least 6.9 percent for all contracts.
- Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.60%.

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

**4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:**

**AMERICAN INDIAN OR ALASKA NATIVE:**

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

**ASIAN:**

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

**BLACK OR AFRICAN AMERICAN:**

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

**HISPANIC:**

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

**5. CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

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

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

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

## **7. EEO FORM 0003 WORKFORCE ANALYSIS**

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

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically monthly and be up-to-date to through the last full month preceding the transmittal of each pay estimate. Failure to submit the EEO 0003 Report(s) electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

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

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

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

## **9. GOOD FAITH EFFORT PROCEDURES:**

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

## **10. CORRECTIVE ACTION PLAN:**

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

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

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



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

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

#### **11. AMENDED CORRECTIVE ACTION PLAN:**

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

#### **12. DETERMINATION OF NON-COMPLIANCE:**

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

#### **13. ADMINISTRATIVE RECONSIDERATION:**

The Contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request to the Tollway, Department of Diversity and Strategic Development, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: form0003wfa@getipass.com. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The Letter of Non-Compliance shall become final if the Contractor fails to submit a timely request for administrative reconsideration. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the

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

**14. SANCTIONS:**

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

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

**15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

**16. INACCURATE OR FRAUDULENT REPORTING:**

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

**17. OTHER REGULATIONS:**

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



**FORM EEO 1256 - WORKFORCE PROJECTION - continued**

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

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

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

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_

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

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

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

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



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

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

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **Veteran Small Business** participation goal of 2% based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

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

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

- Utilization Plan (Form 2026) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025) for each Veteran firm listed on the Form 2026 is due by 5:00 p.m. on the fifth calendar day after email notification to the prime by the Tollway of low apparent bidder status. In no case should a Contractor remove, replace, or reduce the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

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

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

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

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

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

**VOSB/SDVOSB vendor will not count towards the goal.**

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



work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

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

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

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

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

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

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

- 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;
  - 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
  - 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.



**Mancillas, Pam**

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**From:** Robinson, Lynnette  
**Sent:** Wednesday, January 02, 2019 3:16 PM  
**To:** Flaska, Robert; Mancillas, Pam; Gomez, Graciela; Biggs, Susan; Rivers, Charissa; Lanzo, Paul; Hamilton, Kristen; Dinkel, Deanna; Robinson, Lynnette  
**Subject:** CONTRACT# RR-18-4425 - FINAL DIVERSITY UTILIZATION PLANS FOR CONTRACT BOOK  
**Attachments:** 4425 Final DBE Plan.pdf; 4425 Final VOSB Plan.pdf

Please see attached DBE/VOSB Utilization Plan for contract # RR-18-4425

This includes the

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

Regards,

Lynnette Robinson

*Lynnette Robinson*

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

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Date: 11/13/2018  
 Contact Name: Joel Spaulding  
 Contractor Company Name: Madison Construction Company  
 From: Lynnette Robinson  
 DBE Project Specialist

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

Subject: **VOSB Plan Review**      **Date Original Plan Submitted:** 11/13/2018      **Revision #** 0  
**Contract #** RR-18-4425      **Established VOSB Goal:** 2.00 %  
**Contract Description:** M-2 Maintenance Facility Renovation and Addition, Tri-State Tollway (I-294), Mile Post 29.5

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

Notes:

**VOSB Plan as Submitted by apparent low bidder:**

VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Chicago Fire Protection, LLC	SB	VOSB	Fire Protection	\$195,000.00	\$195,000.00	2.06 %	CMS	M	Caucasian
<b>Total # of subcontractors: 1</b>			<b>TOTAL</b>	<b>\$195,000.00</b>	<b>\$195,000.00</b>	<b>2.06 %</b>			
<b>Total # of subcontractors: 1</b>			<b>Total %</b>	<b>2.06 %</b>	<b>2.06 %</b>				



ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
VOSB FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Madison Construction

CONTACT NAME: Joel Spaulding

CONTACT PHONE NUMBER: 708-535-7716

CONTACT E-MAIL: \_\_\_\_\_

CONTRACT NUMBER RR-18-4425

Joel.Spaulding@madisoncounstruciton.net

Check one:

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

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

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

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

Instructions to Bidders:

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

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
Chicago Fire Protection	Fire Protection	\$195,000
<b>TOTAL</b>		<b>\$195,000</b>

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

Signature

Form 2026 - 03/2018

(Rev 04/2018)

VOSB - 6

Contract No RR-18-4425



Illinois State Toll Highway Authority "STHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #

VOSB FIRM NAME  
CHICAGO FIRE PROTECTION, LLC

VOSB  
59VOSB

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

TER 1 (SEE TO PREPARE)  N  TER 2 OR BELOW:  Y  N  UNDER CONTRACT TO:

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

PAY ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	TOTAL VOSB CREDIT AMOUNT (\$)
	Furnish and Install Fire Sprinkler System				\$195,000
<b>TOTALS FOR THIS VOSB FIRM:</b>					

\*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as these Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item 82567101D, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

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

Contractor: Mathew Lizzarava Title: Estimator Date: 12/10/18

Firm Name: Mathew Lizzarava Construction

Legal: Mathew Lizzarava Construction

Phone: (708) 535-7110 x 322

Address: 15157 S. York Court, Orland Park, IL

Signature for VOSB Contractor: John LaGolia Title: President Date: 12-7-18

Firm Name: Chicago Fire Protection, LLC

Legal: John @ chicagofireprotect.com

Phone: 773/340-3477

Address: 10340 S. Hayme Chicago IL 60643



ILLINOIS  
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES  
Michael M. Hoffman, Acting Director

Bruce Rauner, Governor

August 29, 2018

John T. La Giglia  
Chicago Fire Protection LLC  
10540 S Hoyne Ave  
Chicago, IL 60643

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)  
Certification Term Expires: September 26, 2019

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

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 Veteran Owned Small Business (VOSB) goal in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

**NIGP 340: FIRE PROTECTION EQUIPMENT AND SUPPLIES**

**NIGP 34008: CABINETS AND COVERS, FOR FIRE EXTINGUISHERS, FIRE HOSE AND RACKS, VALVES, ETC.**

**NIGP 34029: FIRE EXTINGUISHER SYSTEMS, COMPLETE, ALL TYPES (SEE ITEM 28 FOR INDIVIDUAL EXTINGUISHERS)**

**NIGP 34084: SPRINKLER HEADS AND SYSTEMS**

**NIGP 93633: FIRE PROTECTION EQUIPMENT AND SYSTEMS INCLUDING FIRE HYDRANTS, FIRE SPRINKLER SYSTEMS, SMOKE DETECTORS, JAWS OF LIFE, FIRE PROTECTION MATERIAL TREATMENT, FIRESTOP AND FIRE BARRIERS, ETC.INSPECTION, MAINTENANCE AND REPAIR**

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.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 that you may provide.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutiérrez  
Certification Manager  
Veteran Business Program





CONTRACT #

VOSB FIRM NAME, SDVOSB, VOSB, CIRCLE ALL THAT APPLY

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

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

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

Table with columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL VOSB CREDIT AMOUNT (\$)

\*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #IS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor.

Signature for Prime Contractor, Title, Date, Contact, Firm Name, E-mail, Phone, Address

Signature for VOSB Contractor, Title, Date, Contact, Firm Name, E-mail, Phone, Address



**Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal**

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

**Good Faith Efforts Checklist**

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

\_\_\_\_\_ Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

\_\_\_\_\_ Identified portions of the contract work capable of performance by available VOSBs/SDVOSBs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate VOSB/SDVOSB participation even when the bidder could perform those scopes with its own forces.

\_\_\_\_\_ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal.

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage VOSBs/SDVOSBs to submit bids.

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



\_\_\_\_\_ Made efforts to assist interested VOSBs/SDVOSBs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

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

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

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

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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



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

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of VOSBs/SDVOSBs. Duplicate as needed.

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached

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

**Print Name:** \_\_\_\_\_ **Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## SPECIAL PROVISION

### FOR

## BID CREDIT INCENTIVE PROGRAMS

### 1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

Use of BID CREDITS from the BID CREDIT Incentive Programs is applicable only to construction projects advertised by the TOLLWAY for public bidding.

Current TOLLWAY BID CREDIT Programs are:

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

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

### 2. DEFINITIONS

**ACTIVE BID CREDIT CERTIFICATE REGISTER:** Listing of all active BID CREDIT CERTIFICATEs for all BID CREDIT programs indicating certificate number, value, owner and issue date.

**ACTIVE BID CREDITS:** BID CREDITS available for submission and utilization on a construction bid.

**AWARD CRITERIA:** Contractor's BASE BID minus BID CREDIT submitted subject to the BID CREDIT CAP identified for each solicitation.

**BASE BID:** The bid amount prior to applying BID CREDITS SUBMITTED.

**BID CREDIT:** Virtual dollar credits earned through a TOLLWAY BID CREDIT Program.

**BID CREDIT ALLOCATION:** When BID CREDITS SUBMITTED by a prime contractor and subcontractor/fabricator are applied proportionally to the total of all the BID CREDITS originally submitted with the bid.

**BID CREDIT CAP:** A contract-specific limit as determined by an approved TOLLWAY formula on the amount of ACTIVE BID CREDITS that can be applied as BID CREDITS. Any BID CREDITS SUBMITTED above and beyond the BID CREDIT CAP will not be considered.

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

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

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

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

**TOLLWAY:** The Illinois State Toll Highway Authority.

### 3. EARNING BID CREDITS

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

### 4. BIDDING PROCEDURES

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

- 4.1 Each bid solicitation will have a contract-specific total BID CREDIT CAP as determined by the approved TOLLWAY formula on the amount of BID CREDIT that can be applied.
- 4.2 Any credits applied above and beyond the BID CREDIT CAP will not be considered.
- 4.3 If needed, contractors can check the appropriate ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website to ensure BID CREDIT CERTIFICATES SUBMITTED are active.
- 4.4 The BID CREDIT CAP may be met by BID CREDITS:
  - 4.4.1 Earned from one BID CREDIT program or from a combination of BID CREDIT programs, as BID CREDIT CERTIFICATES are now issued as one certificate covering all BID CREDIT programs
  - 4.4.2 Offered for submission by joint venture partners independently, and/or by subcontractors/fabricators independently, as per Section 5 below. If BID CREDITS from different firms are submitted on the same bid, the BID CREDITS are applied via BID CREDIT ALLOCATION as defined above proportionally to the amounts originally submitted on the bid.
- 4.5 Entering BID CREDITS on the bid forms:
  - The BASE BID is to be clearly identified on line #1 of the P page;
  - Line #2 is to include the total amount of BID CREDIT applied to the bid;
  - Line #3 is to include the AWARD CRITERIA (Line #1 minus Line #2 equals Line #3).
- 4.6 All BID CREDIT CERTIFICATES submitted to calculate the BID CREDIT included on Line #2 must be included in the original bid package.
- 4.7 All BID CREDITS UTILIZED to become or remain the successful bidder will become unavailable for inclusion in any other bid at the time the bidder's AWARD CRITERIA is deemed the lowest responsive and responsible bid.
- 4.8 The BID CREDIT CERTIFICATE(s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a BID CREDIT CERTIFICATE(s) to the contractor, or subcontractor/fabricator if applicable.

## 5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

- 5.1 Joint Venture partners who own BID CREDITS may independently submit BID CREDITS toward the joint venture bid subject to the overall BID CREDIT CAP.
- 5.2 Subcontractors/fabricators who own BID CREDITS may provide those BID CREDITS to prime contractors to be applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control.
- 5.3 In the event that a subcontractor/fabricator becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual ACTIVE BID CREDITS UTILIZED by the disqualified subcontractor/fabricator that factored into the apparent winning bid will not be refunded to the subcontractor's BID CREDIT certificate balance.
- 5.4 For subcontractor/fabricator BID CREDIT to be considered for utilization on a bid by a prime contractor:
- 5.4.1 The prime contractor must include BID CREDIT owned by the prime bidder along with the BID CREDIT from the subcontractor/fabricator for application to the bid.
- 5.4.2 The amount of BID CREDITS submitted by the prime contractor shall be no less than the lowest dollar amount submitted by any subcontractor/fabricator application to the bid.
- 5.4.2.1 An allowance may be made in cases where the prime contractor's total BID CREDITS owned are less than those of the subcontractor/fabricator.
- In no case can the prime offer less than \$1,000 in BID CREDITS.
  - In instances where the prime has BID CREDITS but the total amount of the prime's BID CREDITS is less than any subcontractor's BID CREDITS offered with a bid, the prime's BID CREDITS will be utilized and exhausted before a subcontractor's BID CREDITS will be applied to the bid.
- 5.4.2.2 Failure to meet this standard will result in the BID CREDITS SUBMITTED not being considered.
- 5.4.3 The prime contractor is required to perform the following:
- Ensure that the subcontractor is aware of and has provided permission to the bidder as indicated on the BID CREDIT CERTIFICATE to use the BID CREDIT CERTIFICATE in the bid solicitation;
  - Identify the scope of work and dollar amount committed to each subcontractor/fabricator where a BID CREDIT CERTIFICATE is being calculated in the BID CREDIT;
  - Ensure that the BID CREDIT CERTIFICATE is in active mode, which can be done through checking the ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website ([www.illinoistollway.com](http://www.illinoistollway.com)) and click on "Doing Business") prior to submitting a BID CREDIT BID CREDIT CERTIFICATE in a TOLLWAY bid solicitation;
- 5.4.4 Ensure that the total amount of BID CREDIT CERTIFICATEs does not exceed the contract-specific total BID CREDIT CAP. In the event of a successful bid, excess credits shall be returned via BID CREDIT ALLOCATION in proportion to what was originally submitted by the prime(s) and subcontractor/fabricator(s).
- 5.4.5 Insert a copy of this TOLLWAY SPECIAL PROVISION FOR BID CREDIT INCENTIVE PROGRAMS in each and every subcontract or joint venture agreement under this Contract and it shall become a material term of the subcontracts.

5.5 BID CREDITS SUBMITTED by the prime contractor, joint venture partner(s) and/or subcontractor/fabricator(s) are applied via BID CREDIT ALLOCATION, proportionally to the amounts originally submitted on the bid.

## 6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused BID CREDITS do not expire.

6.2 BID CREDITS will become INACTIVE BID CREDITS once utilized in a successful bid.

6.3 Should the same BID CREDIT CERTIFICATE be submitted in multiple bids on the same date:

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

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

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

## 7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

Any contractor who knowingly submits an INACTIVE BID CREDITS shall be permanently barred from participating in any TOLLWAY BID CREDIT program.

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

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



## Mrugacz, Jeremy

---

**From:** Curcuro, Eleanor  
**Sent:** Friday, December 21, 2018 5:07 PM  
**To:** Mrugacz, Jeremy  
**Cc:** Lanzo, Paul; Biggs, Susan  
**Subject:** FW: RR-18-4425 - PRIME Disclosures - DEC BOARD  
**Attachments:** RR-18-4425\_MadisonConstruction-Certs-Disclosures-for-Contract\_12212018.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Jeremy,

I reviewed the attached financial disclosures for Madison Construction Company for RR-18-4425 and they are approved.

Thanks,  
Eleanor

---

**From:** Mrugacz, Jeremy  
**Sent:** Friday, December 21, 2018 1:04 PM  
**To:** Curcuro, Eleanor  
**Cc:** Lanzo, Paul; Biggs, Susan  
**Subject:** RR-18-4425 - PRIME Disclosures - DEC BOARD

Hello Eleanor,  
Please see the attached Financial Disclosures for Madison Construction for contract 4425. These are Prime Disclosures and should be reviewed as soon as possible.

Thank you,

Jeremy Mrugacz  
Contract Services  
Illinois Tollway - PMO  
2700 Ogden Ave  
Downers Grove, IL 60515  
Office 630-241-6800 ext. 3807  
[jmrugacz@getipass.com](mailto:jmrugacz@getipass.com)

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**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:** RR-18-4425

**CONTRACTOR/CONSULTANT NAME:** Madison Construction Company

**1. PAYMENT TERMS AND CONDITIONS:**

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-18-4425**

**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	Joel Spalding	(708) 535-7716	joel.spalding@ madisonconstruction.net
Bid Guaranty	Jeff Clecko Argonaut Insurance Company	(312) 294-5484	Jeff_Clecko@aig.com
DBE 2026	Matthew Gierman	(708) 535-7715 ext 322	matthew.gierman@ madisonconstruction.net
EEO Program	Jennifer Werhand	(708) 535-7716 ext. 312	jennifer.werhand@ madisonconstruction.net
VOSB 2026	Jennifer Werhand	(708) 535-7716 ext. 312	jennifer.werhand@ madisonconstruction.net
Financial Disclosures Forms A or Forms B	Janine Perez	(708) 535-7716 ext 341	janine.perez@ madisonconstruction.net
IDOT Certificate of Eligibility	Janine Perez	(708) 535-7716 ext 341	janine.perez@ madisonconstruction.net
Non-Collusion Affidavit – Page R4	Beverly Cora	(708) 535-7716 ext 309	beverly.cora@ madisonconstruction.net

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

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

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

contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

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

accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

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

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

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

**25. SUPPLEMENTAL PROVISIONS**

**25.1 TOLLWAY SUPPLEMENTAL PROVISIONS**

**25.1.1 Agents and Employees:**

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

**25.1.2 Publicity:**

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

**25.1.3 Third Party Beneficiaries:**

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

**25.1.4 Successors In Interest:**

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

**25.1.5 Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

25.3 **PAYMENT DATA REPORTING REQUIREMENT**

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

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>

25.4 **VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:



**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

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

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

Madison Construction Company hereby agrees to the exceptions provided by Illinois Tollway and to the Additional Terms and Conditions provided by Illinois Tollway.

<b>Agreed:</b> Madison Construction Company	<b>Agreed:</b>
<b>By:</b> Joel Spalding	<b>By:</b>
<b>Signed:</b> [Redacted]	<b>Signed:</b>
<b>Position:</b> Executive Vice President	<b>Position:</b>
<b>Date:</b> November 30, 2018	<b>Date:</b>



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

**Date:** November 30, 2018      **Project Number:** RR-18-4425

**Project Name:** M-2 Maintenance Facility Renovation

**DELINQUENT DEBT REVIEW**  
**CONTRACTOR/CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

**Contractor/Consultant:** Madison Construction Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** mathew.glerman@madisonconstruction.net

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
GC Roofing ✓	[REDACTED]	2650 W Montrose Ave #302, Chicago, IL 60618	Roofing	\$649,000
Dumex Construction ✓	[REDACTED]	8236 Long Ave, Burbank, IL 60459	Carpentry	\$300,000
Durango Painting ✓	[REDACTED]	2846 Coastal Dr, Aurora, IL 60503	Painting	\$117,000
Autumn Construction Services ✓	[REDACTED]	449 Eisenhower Lane South, Lombard, IL 60148	Mechanical	\$1,660,000

**Signature:** [REDACTED]

**Date:** November 30, 2018

**Printed Name:** Deel Spalding



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

**Date:** November 30, 2018      **Project Number:** RR-18-4425

**Project Name:** M-2 Maintenance Facility Renovation

**DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT**

**Sub-Contractor/Consultant Disclosure.**

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

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

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

**Delinquent Payment.** The Contractor/Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 60-11 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:** Madison Construction Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** matthew.gierman@madisonconstruction.net

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
LB Hall ✓	[REDACTED]	500 Bennett Rd, Elk Grove Village, IL 60007	Fire Proofing	\$14,750
Block Iron & Supply ✓	[REDACTED]	016 Witzel Ave, Oshkosh, WI 54902	Doors	\$50,950
Door Service ✓	[REDACTED]	907 Front St. McHenry, Illinois 60050	Overhead Doors	\$91,500
Whited Brothers ✓	[REDACTED]	15 West 155th Street, S. Holland, IL 60473	Skylight	\$95,000

**Signature:** [REDACTED]

**Date:** November 30, 2018

**Printed Name:** Joel Spalding



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

**Date:** November 30, 2018 **Project Number:** RR-18-4425

**Project Name:** M-2 Maintenance Facility Renovation

**DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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

**Contractor/Consultant:** Madison Construction Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** matthew.gierman@madisonconstruction.net

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<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Durango Painting ✓	[REDACTED]	2845 Coastal Dr, Aurora, IL 60503	Paint	\$117,000
Menconi Terrazzo ✓	[REDACTED]	235 James St, Bensenville, IL 60106	Terrazzo	\$124,000
Standard Industrial ✓	[REDACTED]	6212 Church Rd, Hanover Park, IL 60133	Equipment	\$508,000
Interior Investments ✓	[REDACTED]	205 W Wacker Dr, Chicago, IL 60606	Furniture	\$142,000

**Signature:** [REDACTED]

**Date:** November 30, 2018

**Printed Name:** [REDACTED]



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

**Date:** November 30, 2018      **Project Number:** RR-18-4425

**Project Name:** M-2 Maintenance Facility Renovation

**DELINQUENT DEBT REVIEW  
CONTRACTOR/  
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

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

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

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

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**Contractor/Consultant:** Madison Construction Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** matthew.gierman@madisonconstruction.net

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<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Terra Demolition ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	Address: 2921 Ernst St, Franklin Park, IL 60131	Selective Demo	\$70,820
Alliance Concrete Sawing & Drilling ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	570 Rock Rd Dr Unit N, E. Dundee, IL 60118	Concrete Cutting	\$32,900
Scurto Cement Construction Ltd ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	389 Sola Dr, Gilberts, IL 60136	Site Concrete	\$483,873
Eagle Concrete, Inc. ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	1305 S River St, Batavia, IL 60510	Concrete	\$285,200

**Signature:** [REDACTED]

**Date:** November 30, 2018

**Printed Name:** Joel Spalding



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

**Date:** November 30, 2018

**Project Number:** RR-18-4425

**Project Name:** M-2 Maintenance Facility Renovation

DELINQUENT DEBT REVIEW

CONTRACTOR/  
CONSULTANT

**Sub-Contractor/Consultant Disclosure.**

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

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

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**Contractor/Consultant:** Madison Construction Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** matthew.glerman@madisonconstruction.net

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<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Lomhard Company ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	4245 123rd St, Alsip, IL 60803	Precast	\$539,200
Autumn Construction Services, Inc. ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	449 Eisenhower Ln S, Lombard, IL 60148	Mechanical	\$1,660,000
Chicago Fire Protection ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	10540 S Hoyne Ave, Chicago, IL 60643	Fire Protection	\$195,000
Binzel Industries, LLC ✓	<span style="background-color: black; color: black;">[REDACTED]</span>	3051 S State   Lockport, IL 60441	Steel	\$595,887

**Signature:** [REDACTED]

**Date:** November 30, 2018

**Printed Name:** Joel Spalding



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

**Date:** November 30, 2018      **Project Number:** RR-18-4425

**Project Name:** M-2 Maintenance Facility Renovation

**DELINQUENT DEBT REVIEW**  
**CONTRACTOR/CONSULTANT**

Sub-Contractor/Consultant Disclosure

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

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

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**Contractor/Consultant:** Madison Construction Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** matthew.gierman@madisonconstruction.net

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

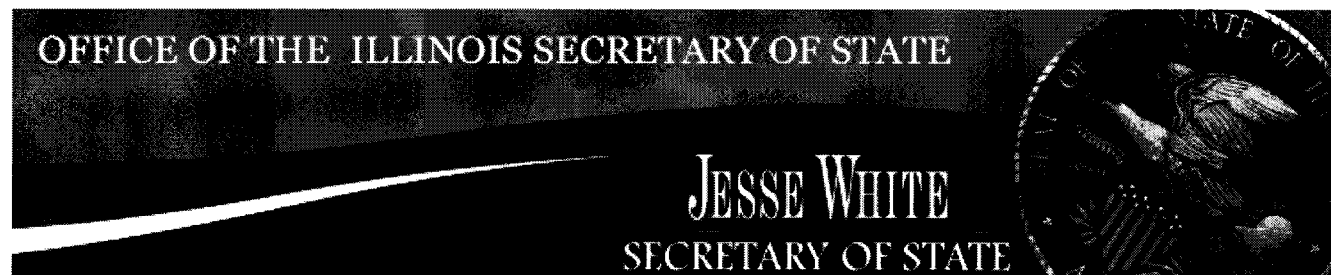
**NOTE for Construction Contracts:** List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
GC Roofing ✓	[REDACTED]	2650 W Montrose Ave #302, Chicago, IL 60618	Roofing	\$650,000
Dumex Construction	[REDACTED]	8236 Long Ave, Burbank, IL 60459	Carpentry	\$300,000

**Signature:** [REDACTED]

**Date:** November 30, 2018

**Printed Name:** Joel Spalding



## CORPORATION FILE DETAIL REPORT

File Number	62249064		
Entity Name	MADISON CONSTRUCTION COMPANY		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/31/2002	State	ILLINOIS
Agent Name	JAMES G RICHERT	Agent Change Date	10/02/2007
Agent Street Address	10723 W 159TH STREET	President Name & Address	ROBERT FERRINO 105 E MAPLE STREET HINSDALE, IL 60521
Agent City	ORLAND PARK	Secretary Name & Address	ANTHONY CARPINO 332 CLARE DR BLOOMINGDALE 60108
Agent Zip	60467	Duration Date	PERPETUAL
Annual Report Filing Date	05/16/2018	For Year	2018

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(One Certificate per Transaction)

## OTHER SERVICES

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[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

12:09 12/07/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/07/18 AT 12:09 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

GC Roofing

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

*Durango Painting*

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00


VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:20 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

LB Hall

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:23 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

Block Iron & Supply

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



Whited Brothers

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:19 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Durango Painting

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:20 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:21 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:21 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:56 12/20/18

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 08:56 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:31 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

08:56 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 08:57 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

*Beza Binzel*

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00


VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

GC Roofing

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER=



OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Dumey Construction

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

07:17 12/20/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/20/18 AT 07:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

Contract # RR-18-4425

Today's Date 11-30-2018

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.

Madison Construction Company

Joel Spalding, Executive Vice President

Contractor

Name/Title of Authorized Representative

[Redacted Signature]

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative



**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Joel Spalding

Business Name: Madison Construction Company

Taxpayer Identification Number: [REDACTED]

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

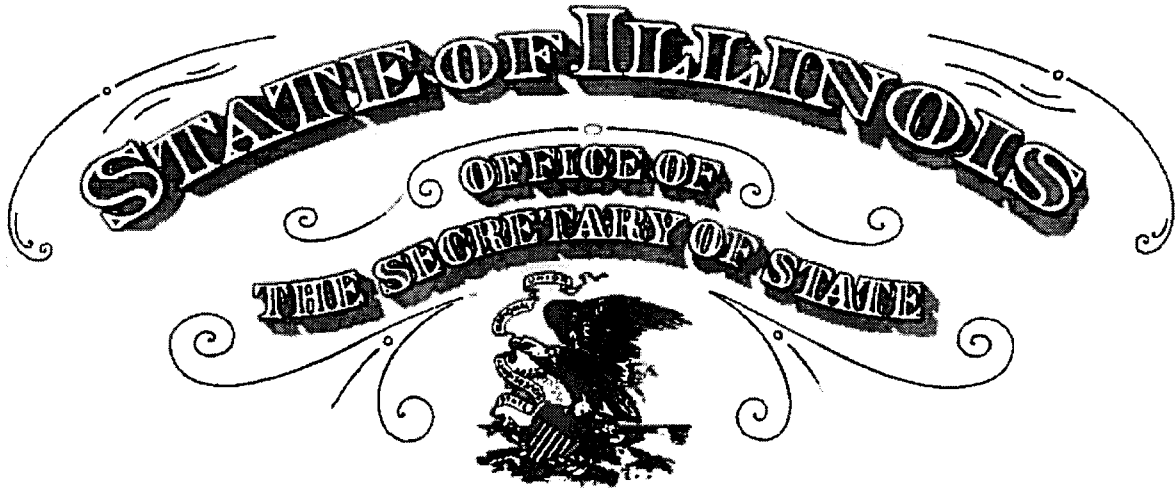
- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                      |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/>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

Signature of Authorized Representative: [REDACTED]

Date: 11-30-2018

File Number

6224-906-4



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

MADISON CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 31, 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 4TH day of JUNE A.D. 2018 .***

Authentication #: 1815501308 verifiable until 06/04/2019  
Authenticate at: <http://www.cyberdriveillinois.com>

*Jesse White*

SECRETARY OF STATE

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 13634

## Madison Construction

15657 S. 70th Court

Orland Park IL 60462

Information for this business last updated on:

Monday, May 21, 2018

Certificate produced on Friday, December 21, 2018 at 12:42 PM



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

IPB Reference #: 22042951      Procurement/Contract #: RR-18-4425

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

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

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

**1. Certification of Illinois Procurement Gateway Registration**

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

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

IPG Registration #: 20145746      IPG Expiration Date: 10/18/2019

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

Yes    No

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

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

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

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

**4. Disclosure of Current and Pending Contracts**

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

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

**5. Signature**

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Madison Construction Company

Phone: 708 535-7716

Street Address: 15657 S 70<sup>th</sup> Court

Email: joel.spalding@madisonconstruction.net

City, State, Zip: Orland Park, IL 60462

Vendor Contact: Joel Spalding

Signature: \_\_\_\_\_

Date: 11-30-2018

Printed Name: Joel Spalding

Title: Executive Vice President

## Vendor Registration: View

[General](#)
[Public Profile](#)
[Users](#)
[Commodity Codes](#)
[Contacts & Owners](#)
[Comments](#)
[Certifications](#)
[Site Visits](#)
[Registrations](#)
[Reports](#)

Madison Construction, DBA Madison Construction

System Vendor Number: 20145746


## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	10/12/2018
STATUS	Accepted
REVIEWER	<a href="#">Jason Perry</a>
DATE REVIEWED	10/18/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	10/18/2019
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Madison Construction DBA Madison Construction
CONTACT FOR THIS SUBMISSION	<a href="#">Janine Perez (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:janine.perez@madisonconstruction.net">janine.perez@madisonconstruction.net</a>
PHONE	708-535-7716
FAX	708-535-7791
COMPANY EMAIL	<a href="mailto:janine.perez@madisonconstruction.net">janine.perez@madisonconstruction.net</a>
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	15657 S. 70th Court Orland Park, IL 60462 <a href="#">[edit address]</a>

**Vendor Registration: View Form**

- General
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- Contacts & Owners
- Comments
- Certifications
- Site Visits
- Registrations
- Reports

Madison Construction, DBA Madison Construction

System Vendor Number: 20145746

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	10/12/2018
STATUS	Accepted
BUSINESS NAME	Madison Construction DBA Madison Construction
POINT OF CONTACT	<a href="#">Janine Perez</a>
FLAG FORM	<a href="#">Add Flag</a>

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor only- All Forms A-I must be completed. <span style="float: right;">10</span>
2. NAME OF CEO/BUSINESS OWNER	Robert Ferrino <span style="float: right;">10</span>
3. ANNUAL SALES/GROSS RECEIPTS	98859566 <span style="float: right;">10</span>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	05/30/02 <span style="float: right;">10</span>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide <span style="float: right;">10</span>
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Janine Perez <span style="float: right;">10</span>
CONTACT PERSON TITLE	Business Development Manager
CONTACT PERSON PHONE	(708) 535-7716
CONTACT PERSON EMAIL	janine.perez@madisonconstruction.net

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State University <span style="float: right;">10</span>

## Vendor Registration: View Form

Help & Tools 

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- Certifications
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- Reports

Madison Construction, DBA Madison Construction

System Vendor Number: 20145746

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### Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	10/12/2018
STATUS	Accepted
BUSINESS NAME	Madison Construction DBA Madison Construction
POINT OF CONTACT	<a href="#">Janine Perez</a>
FLAG FORM	<a href="#">Add Flag</a>

### C. Small Business Set-Aside Program

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

### Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

[Customer Support](#)

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**Vendor Registration: View Form**

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Madison Construction, DBA Madison Construction

System Vendor Number: 20145746

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	10/12/2018
STATUS	Accepted
BUSINESS NAME	Madison Construction DBA Madison Construction
POINT OF CONTACT	<u>Janine Perez</u>
FLAG FORM	<u>Add Flag</u>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	90 <span style="float: right;">70</span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <span style="float: right;">70</span> 12263200 3/30/2020

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State <span style="float: right;">70</span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>
<u>Refresh List</u> after attaching file(s).	

## Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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Madison Construction, DBA Madison Construction

System Vendor Number: 20145746

[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	10/12/2018
STATUS	Accepted
BUSINESS NAME	Madison Construction DBA Madison Construction
POINT OF CONTACT	<u>Janine Perez</u>
FLAG FORM	<u>Add Flag</u>

## F. Certifications

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

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 ju

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 ju

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

## G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

13634

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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# Vendor Registration: View Form

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Madison Construction, DBA Madison Construction

System Vendor Number: 20145746

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, In order to submit this form.
DATE SUBMITTED	10/12/2018
STATUS	Accepted
BUSINESS NAME	Madison Construction DBA Madison Construction
POINT OF CONTACT	<a href="#">Janine Perez</a>
FLAG FORM	<a href="#">Add Flag</a>

H. Iran Disclosure	
1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?	<input type="checkbox"/>
No business operations to disclose.	

Additional Information	
STAFF ATTACHED FILE(S)	<a href="#">Attach File</a>
<a href="#">Refresh List</a> after attaching file(s).	

**Vendor Registration: View Form**

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Madison Construction, DBA Madison Construction

System Vendor Number: 20145746

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**Vendor Registration**

FORM NAME	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
DESCRIPTION	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
DATE SUBMITTED	10/12/2018
STATUS	Accepted
BUSINESS NAME	Madison Construction DBA Madison Construction
POINT OF CONTACT	<u>Janine Perez</u>
FLAG FORM	<u>Add Flag</u>

**I. Financial Disclosures & Conflicts of Interest**

A. IDENTIFY THE APPLICABLE ENTITY TYPE. NO

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

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST NO

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? NO

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form(3).docx</u> (DOCX)	Attached by Janine Perez on 10/5/2018

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. NO

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 NO

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

**Not applicable - For-Profit Entity**

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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



THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

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

No

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

No

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

Vendor Name: Madison Construction Company

DBA: N/A

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Robert Ferrino	15657 South 70 <sup>th</sup> Court Orland Park, IL 60462	100%	\$11,939,351	100%	\$11,939,351

STATE OF ILLINOIS  
BRUCE RAUNER, GOVERNOR



*Amy Romano, Executive Director*

June 8, 2018

**BOARD MEMBERS**

James Reilly  
*Chairman*

Glyn M. Ramage

Miles W. Beatty, III

William A. Lowry, Sr.

Steve Orlando

Pam McDonough

Jack V. Carney

Wm. G. Stratton Building  
401 South Spring Street  
Third Floor  
Springfield, Illinois  
62706-4050

James R. Thompson Center  
100 West Randolph Street  
Suite 14-600  
Chicago, Illinois  
60601-3283

Dunn-Richmond Economic  
Development Center  
1740 Innovation Drive  
Suite 258  
Carbondale, IL  
62903-6102

IDOT District 3  
Headquarters  
700 East Norris Drive  
Second Floor  
Ottawa, Illinois  
61350-0697

East St. Louis  
Community College Center  
601 James R. Thompson Blvd.  
Building B., Suite 1025  
E. St. Louis, Illinois  
62201-1129

217.782.2864  
217.524.0565 FAX  
217.524.4449 TDD  
[www.illinois.gov/cdb](http://www.illinois.gov/cdb)

**LETTER OF PREQUALIFICATION  
Madison Construction Company  
15657 S. 70<sup>th</sup> Court  
Orland Park, IL. 60462**

Congratulations! The Capital Development Board is pleased to announce that your firm has successfully completed the contractor bidder responsibility prequalification process. Prequalification is effective **June 8, 2018 and expires June 30, 2021**

**Your firm's Prequalification/Registration Number is 029587. Please retain this number for use when corresponding with the Capital Development Board.**

All correspondence, including bid submittals, between your firm and the Capital Development Board should reference your firm name exactly as it appears in this letter.

Periodic reviews of your firm's prequalification with the Capital Development Board will be conducted on a random basis. Any change (i.e., name, address, ownership, rendition of a judgment in a lawsuit, filing a bankruptcy petition, filing of criminal charges, termination, etc.) within your firm will require immediate written notification to this agency. Failure to do so may result in rejection of a bid.

A notice of your firm's prequalification expiration will be mailed approximately 60 days prior to expiration. It is the responsibility of each firm to ensure that prequalification is renewed.

The forms **Standard Documents for Construction and Bid Information Newsletter**, as well as many other useful documents, can be downloaded from our website at [www.illinois.gov/cdb](http://www.illinois.gov/cdb)

Please contact me at 217/782-6152 with questions regarding this transmittal or your firm's prequalification with the Capital Development Board.

On behalf of the Capital Development Board, we look forward to and anticipate a long and successful relationship with your firm.

Sincerely,  
CAPITAL DEVELOPMENT BOARD

*Becky Matrisch*

ILLINOIS DEPARTMENT OF  
 **Human Rights**

IDHR #: 122632-00  
Date Eligible: 03/30/2015  
Expires on: 03/30/2020

Rob Ferrino  
President  
Madison Construction Company  
15657 S. 70<sup>th</sup> Court  
Orland Park, IL 60462

**CONFIRMATION OF EXISTING/RENEWAL REGISTRATION**

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942  
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100  
2309 West Main Street, Marion, IL 62959 (618) 993-7463  
[www.state.il.us/dhr](http://www.state.il.us/dhr)



### Vendor Registration: View

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- Employees | Certifications | Contracts | Workforce Comp/EEO
- Registrations

**Madison Construction, DBA Madison Construction**

**System Vendor Number: 20145746**

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### Vendor Registration

<b>TYPE</b>	<b>State of Illinois Vendor Registration</b>
<b>DESCRIPTION</b>	<b>Register to do business with the State of Illinois</b>
<b>DATE SUBMITTED</b>	<b>10/12/2018</b>
<b>STATUS</b>	<b>Accepted</b>
<b>REVIEWER</b>	<b><u>Jason Perry</u></b>
<b>DATE REVIEWED</b>	<b>10/18/2018</b>
<b>REVIEW COMMENTS</b>	
<b>EXPIRATION DATE</b>	<b>10/18/2019</b>

IPB Reference Number 22042951

Date Created September 14, 2018

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 12,163,725

Project Title THA: RR-18-4425 - M-2 Maintenance Facility Renovation and Addition, Tri-State Tollway M.P. 29.5

Procurement Method IFB

Small Business Set-Aside (Y/N?) No

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

The work under this Contract shall consist of: Construction of a building addition, renovations and roof replacement of the existing building, pavement reconstruction, site work, erosion control measures, landscaping, drainage improvements, installation of permanent pavement markings, and lighting improvements. The work is to be performed on: Tri-State Tollway (I-294), mile marker 29.5, M-2 Hillside Maintenance Building, Oak Brook, Cook County, Illinois.

Critical Contract Dates November 23, 2018 and June 21, 2022

APO Signature verifying submission [Signature] Date [Date]

SPO Signature verifying receipt [Signature] Date [Date]

SPO Signature denying approval [Signature] Date [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

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

SPO Signature approving method [Signature] Date September 17, 2018

**STEP #2 SOLICITATION REVIEW AND APPROVAL**

IPB Reference Number

22042951

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

APO Signature verifying submission

Date

SPO Signature verifying receipt

Date

SPO Signature denying approval

Date

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

**2.2. Agency's Re-Submission if Necessary**

APO Signature verifying re-submission

Date

SPO Signature verifying receipt

Date

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

SPO Signature approving Draft Solicitation

Date

September 17, 2018

Date Published

September 14, 2018

Date Opening

November 30, 2018

**STEP #3 AWARD REVIEW AND APPROVAL**

IPB Reference Number

22042951

**3.1. Agency's Request to Award**

Award Type	<input type="text" value="Contract Award Notice"/>	Date Created	<input type="text"/>
APO Signature verifying submission	<input type="text"/>	Date	<input type="text" value="December 26, 2018"/>
SPO Signature verifying receipt	<input type="text"/>	Date	<input type="text"/>
SPO Signature denying approval	<input type="text"/>	Date	<input type="text"/>

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

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

December 2018 Board Item: Madison Construction Company  
Award Amount: \$9,659,337.00  
Disclosures Approved: 12/21/18

**3.2. Agency's Re-Submission if Necessary**

APO Signature verifying re-submission	<input type="text"/>	Date	<input type="text"/>
SPO Signature verifying receipt	<input type="text"/>	Date	<input type="text"/>

**3.3. SPO's Approval of Award**

SPO's Signature approving Award	<input type="text"/>	Date	<input type="text" value="December 27, 2018"/>
Date Published	<input type="text" value="December 26, 2018"/>	Date Closing	<input type="text" value="January 9, 2019"/>

**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

22042951

**4.1. Agency's Provision of Contract to SPO**

Contract Number

RR-18-4425

APO Signature verifying submission

[Redacted Signature]

Date January 25, 2019

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 Contract:

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

**4.2. 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]

**4.3. SPO's Approval for Contract Execution**

SPO's Signature approving Contract

[Redacted Signature]

Date

January 25, 2019



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 297C

Madison Construction Company  
15657 South 70th Court ORLAND PARK, IL 60462

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

\$44,439,000.00

034 DEMOLITION

\$2,575,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 11/2/2018 TO 4/30/2019 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 11/2/2018.



Engineer of Construction

## PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

# AGREEMENT

CONTRACT NO: RR-18-4425

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of **20th, December 2018** by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and **Madison Construction Company**,

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

with principal office in the City of **Orland Park**, in the State of **Illinois** (hereinafter referred to as the "CONTRACTOR").

## WITNESSETH:

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

## DESCRIPTION AND SCOPE OF WORK

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

## CONTRACT

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

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

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

# AGREEMENT

CONTRACT NO: RR-18-4425

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of \_\_\_\_\_, \_\_\_\_\_, 2018 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and \_\_\_\_\_

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

(\* DELETE ALL LINES THAT DO NOT APPLY)

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

## WITNESSETH:

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

## DESCRIPTION AND SCOPE OF WORK

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

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1. This executed Agreement and any supplement thereto.
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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-18-4425**

**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 June 19, 2020, in accordance with the contract book schedule.

**CONTRACT END DATE**

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date June 19, 2022.

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

**CONTRACT NO: RR-18-4425**

**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-18-4425**

**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-18-4425  
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 **Madison Construction Company** at:

15657 South 70<sup>th</sup> Court

Orland Park, IL 60462

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

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

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

Agreed By:

[Redacted Signature]

12/01/2018

President & CEO

Date

Rob Ferrino

Printed Name as Signed Above

ATTEST:

[Redacted Signature]

(Seal)

Secretary

Anthony Carpino

Printed Name as Signed Above

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

APPROVED:

[Redacted Signature]

1/31/19

Robert J. Schillerstrom, Chairman/Elizabeth Gorman, Executive Director

Date

APPROVED:

[Redacted Signature]

1-30-19

Michael Colsch, Chief Financial Officer

Date

APPROVED:

[Redacted Signature]

1-29-2019

Elizabeth M.S. Oplawski, Acting General Counsel

Date

Robert T. Lane

Approved as to Form and Constitutionality

[Redacted Signature]

1/25/19

Robert Lane, Senior Assistant Attorney General, State of Illinois

Date

Tiffany Scherf

**MEMORANDUM OF ACTION  
BY THE BOARD OF DIRECTORS FOR  
MADISON CONSTRUCTION COMPANY**

The undersigned, being all the Directors of Madison Construction Company, an Illinois corporation ("Company"), by this Memorandum of Action, pursuant to Sections 8.45 and 12.3 of the Illinois Business Corporation Act of 1983, that they consent to and adopt the following resolutions, in lieu of a meeting, as if by unanimous vote, and waive all notice of meeting, and take the following actions.

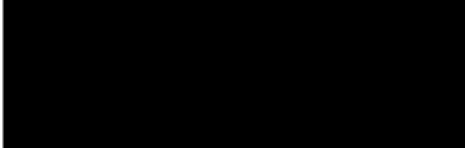
**RESOLVED:**

The Board of Directors hereby unanimously authorizes, approves and ratifies the appointment of Joel Spalding, as Executive Vice President, as the agent of the Company and is authorized to execute any and all documents, including but not limited to the contract, subcontracts, bonds, change orders, modifications, additions and deletions thereto, as deemed necessary in order to bind the Company with respect to the following project:

The Illinois State Toll Highway Authority's Contract No. RR-18-4425

---

In witness, all of the Directors have executed this Memorandum of Action as of December 1, 2018.

  
Robert Ferrino, President/CEO

**CORPORATION SIGNATURE FORM**

At a meeting on 12/01/2018, the Board of Directors  
of Madison Construction Company adopted the following Resolution:  
(Name of Corporation)

**“BE IT RESOLVED that** Joel Spalding - Executive Vice President  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Madison Construction Company

(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-18-4425.”

I, Anthony Carpino, 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)

12/001/2018  
Date

  
Secretary

# MADISON

## Grantee of Signature of Authority

Name (print)

Title

Joel Spalding

Executive Vice President

Signature

Date

12/1/2018

By signing above, I attest that I understand the policies and procedures associated with the authority being delegated to me and I further understand that I have the authority to deny a request for authorization.

## Authority

The above employee has authority to:

Authorize and grant any and all modifications, change orders or documentation on behalf of Madison Construction Company

## Revocation of Authority

The employee below is no longer authorized to sign for Madison Construction company.

Employee Name & Title (print)

Date

N/A

## Grantor of Signature Authority

I (the undersigned) am aware that this constitutes a delegation of authority to sign on behalf of Madison Construction.

Name (print)

Title

Joel Spalding

Executive Vice President

Signature

Date

12/1/2018

Madison Construction Company hereby authorizes Joel Spalding to act on its behalf as set forth above.

Name (print)

Title

Rob Ferrino

President and CEO

Signature

Date

12/1/2018



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Madison Construction</b>
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <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.) See instructions. <b>15657 S. 70th Court</b>
	6 City, state, and ZIP code <b>Orland Park, IL 60462</b>
	7 List account number(s) here (optional)
	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%; height: 20px;"></td> </tr> </table>							
OR							
<b>Employer identification number</b>							

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ <b>12/19/18</b>
------------------	----------------------------------	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).


**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*

 **Department of the Treasury**  
**Internal Revenue Service**  
**Ogden, UT 84201**

In reply refer to: 0457456402  
Aug 23, 2016 LTR 147C  
[REDACTED]

**MADISON CONSTRUCTION COMPANY**  
**15657 S 70TH CT**  
**ORLAND PARK IL 60462-5107 577**

Taxpayer Identification Number: [REDACTED]

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 23rd, 2016.

Your Employer Identification Number (EIN) is [REDACTED]. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Fleury  
9411101  
Customer Service Representative

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4425

PERFORMANCE BOND

Bond No. SUR0050609

KNOW ALL PERSONS BY THESE PRESENTS, That we, Madison Construction Company,  
(Name of Principal)

- a corporation organized and existing under the laws of the State of IL and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of \_\_\_\_\_,
- an individual doing business as \_\_\_\_\_,
- a joint venture consisting of \_\_\_\_\_,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Argonaut Insurance Company  
(Name of Surety)

a corporation organized and existing under the laws of the State of IL 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 Nine Million Six Hundred Fifty-Nine Thousand Three Hundred Thirty-Seven Dollars and Zero Cents (\$9,659,337.00), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract RR-18-4425- M-2 Maintenance Facility Renovation and Addition - Tri-State Tollway (I-294) M.P. 29.5

(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.



Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals  
this 1st day of January, 2019.

Surety Argonaut Insurance Company

Address 225 W. Washington, 24th Fl

Chicago, IL 60606

By   
(Seal) Attorney in Fact Stephanie C. Anderson

Agent for  
Surety Arthur J. Gallagher & Co.

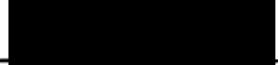
Address 300 S. Riverside Dr., Suite 1500

Chicago, IL 60606

Principal Madison Construction Company

Address 15657 South 70th Court

Orland Park, IL 60462

By   
(Signature) (Seal)  
Joel Spalding, Executive  
(Name & Title) Vice President

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)

**Argonaut Insurance Company  
Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeffrey S. Ciecko, Peter S. Forker, Stephanie C. Anderson, Tammy L. Whicker

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company



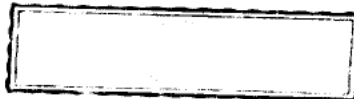
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of January 2019



James Bluzard, Vice President-Surety

**ACKNOWLEDGMENT BY SURETY**

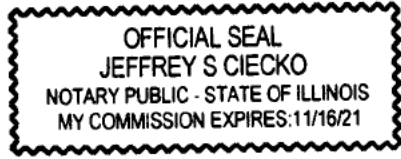
STATE OF Illinois }  
County of Cook } ss.

On this 1st day of January, 2019, before me personally appeared Stephanie C. Anderson, known to, me to be the Attorney-in-Fact of Argonaut Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois  
County of Cook



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4425

PAYMENT BOND

Bond No. SUR0050609

KNOW ALL PERSONS BY THESE PRESENTS, That we, Madison Construction Company,  
(Name of Principal)

- a corporation organized and existing under the laws of the State of IL and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of \_\_\_\_\_,
- an individual doing business as \_\_\_\_\_,
- a joint venture consisting of \_\_\_\_\_,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Argonaut Insurance Company  
(Name of Surety)

a corporation organized and existing under the laws of the State of IL 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 Nine Million Six Hundred Fifty-Nine Thousand Three Hundred Thirty-Seven Dollars and Zero Cents (\$9,659,337.00), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract RR-18-4425- M-2 Maintenance Facility Renovation and Addition - Tri-State Tollway (I-294) M.P. 29.5

(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.


Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals  
this 1st day of January, 2019.

Surety Argonaut Insurance Company

Address 225 W. Washington, 24th Fl

Chicago, IL 60606

By   
(Seal) Attorney in Fact Stephanie C. Anderson

Agent for  
Surety Arthur J. Gallagher & Co.


Address 300 S. Riverside Plaza, Suite 1500

Chicago, IL 60606

Principal Madison Construction Company

Address 15657 South 70th Court

Orland Park, IL 60462

By   
(Signature) (Seal)  
Joel Spalding, EXECUTIVE  
(Name & Title) Vice President

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)

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeffrey S. Ciecko, Peter S. Forker, Stephanie C. Anderson, Tammy L. Whicker

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED. That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

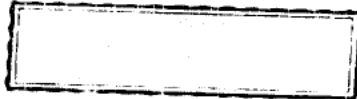


Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

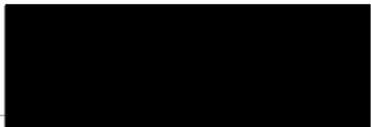
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of January 2019.



James Bluzard, Vice President-Surety

**ACKNOWLEDGMENT BY SURETY**

STATE OF Illinois }  
County of Cook } ss.

On this 1st day of January, 2019, before me personally appeared Stephanie C. Anderson, known to me to be the Attorney-in-Fact of Argonaut Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
Notary Public in the State of Illinois  
County of Cook



*THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY*

**TO:** Ed Flores

**DATE:** January 22, 2019

**FROM:** Chrissy Rivers

**SUBJECT:** Contract RR-18-4425

---

Contract requirements pertaining to the above referenced contract have been met with the exception of the Professional Liability insurance coverage. It is the understanding that any work that requires Professional Liability will not begin until such proof of insurance is in place. The contract is being forwarded to Contracts Administrator for further processing. You may issue a **Conditional Notice to Proceed** to **Madison Construction Company** once the contract has been executed by all parties.

cc: Bill Doyle  
Catrice Hardwick





# MEMORANDUM

**To:** Charissa Rivers

**Date:** 1/22/2019

**From:** Mark R. Thomas *MRT*

**Re:** Insurance Documentation CONDITIONAL Approval  
Madison Construction Company  
Contract RR-18-4425

Risk Management has reviewed the insurance documentation and the contract bonds that have been submitted for contract RR-18-4425. The last insurance documentation submitted is:

- Certificate of Liability Insurance number 146145034 dated 1/15/2019;
- Evidence of Property Insurance dated 1/14/2019;
- Certification of Coverage letter of Esser Hayes Insurance Group Inc. dated January 11, 2019; and
- original Performance Bond and Payment Bond each dated the 1<sup>st</sup> day of January 2019..

Submittal of Engineering Professional Liability insurance documentation has been deferred by Tollway PMO pending selection of subcontractor(s) or engineering professional(s) by Contractor. Contractor should not start work associated with the Pay Items included in Special Provisions article S.P. 107.1 until such time as the proper insurance documentation has been submitted and approved by the Tollway.

Based on the submittals, it appears the Contractor has fulfilled the specifications of the contract as they pertain to insurance documentation with the exception of **S.P. 107.1** and/or **S.P. 107.2** as noted above.

Please advise if you have any questions.

Attachments

ILLINOIS TOLLWAY

2700 Ogden Avenue | Downers Grove, IL 60515 | p. 630.241.6800 | TTY 630.241.6898  
www.illinoistollway.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Esser Hayes Insurance 1811 High Grove, Suite 139 Naperville IL 60540-9100	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 630-355-2077      FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MADIS-3 Madison Construction Co. 15657 S. 70th Court Orland Park IL 60462	<b>INSURER A :</b> National Fire Ins Co of Hartford      NAIC # 20478	
	<b>INSURER B :</b> Continental Insurance Co.      35289	
	<b>INSURER C :</b> Valley Forge Insurance Company      20508	
	<b>INSURER D :</b> Columbia Casualty Company      31127	
	<b>INSURER E :</b> Endurance American Insurance Co      10641	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 146145034      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> \$1000 PD Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Terrorism	Y	Y	6045947498	3/14/2018	3/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	6045947484	3/14/2018	3/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$ 10,000			6046216729	3/14/2018	3/14/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6046216715	3/14/2018	3/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D E	Leased/Rented Equipment Contractors Prof & Pollution Liab Excess Liability	Y		6045947498 6046205276 EXC30000525900	3/14/2018 3/14/2018 12/14/2017	3/14/2019 3/14/2019 3/14/2019	100,000 Limit      1,000 Deductible 5,000,000 Ea Claim      5,000,000 Agg. 15,000,000 Ea Occur      15,000,000 Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CONTRACT #RR-18-4425 M2 MAINTENANCE BUILDING, 1294 MILE MARKER 29, OAK BROOK, IL 60523.  
 THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY TOGETHER WITH ITS OFFICIALS, DIRECTORS AND EMPLOYEES, THE CITY OF OAK BROOK, THE ILLINOIS DEPARTMENT OF TRANSPORTATION ARE NAMED AS PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED(S) WITH COVERAGE AS BROAD AS SET FORTH IN ATTACHED BLANKET ADDITIONAL INSURED ENDORSEMENT FORM. THE ENDORSED COVERAGE IS APPLICABLE TO THE PRIMARY COMMERCIAL GENERAL LIABILITY COVERAGE OF THE CONTRACTOR FOR THIS PROJECT. THE ABOVE ENTITIES ARE ALSO ADDED AS PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED(S) ON THE AUTO LIABILITY PER FORM ATTACHED AND POLLUTION LIABILITY PER FORMS ATTACHED.

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

THE ILLINOIS STATE TOLL HIGHWAY  
 AUTHORITY/ATTN: RISK MANAGEMENT  
 2700 OGDEN AVENUE  
 DOWNERS GROVE IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Esser Hayes Insurance		NAMED INSURED Madison Construction Co. 15657 S. 70th Court Orland Park IL 60462	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO), PROJECT MANAGER, DESIGN SECTION ENGINEER, DESIGN CORRIDOR MANAGER, CONSTRUCTION MANAGER AND CONSTRUCTION CORRIDOR MANAGER ARE NAMED AS PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSUREDS WITH COVERAGE AT LEAST AS BROAD AS SET FORTH IN ATTACHED ADDITIONAL INSURED ENDORSEMENT PROVIDING COVERAGE FOR ENGINEERS, ARCHITECTS OR SURVEYORS.

A WAIVER OF SUBROGATION ALSO APPLIES ON THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSUREDS. IN THE EVENT OF CANCELLATION, 30 DAYS NOTICE WILL BE GIVEN TO HOLDER.

POLICY NUMBER  
C 6046205276

INSURED NAME AND ADDRESS  
MADISON CONSTRUCTION CO  
15657 S 70TH CT

ORLAND PARK, IL 60462-5107

**POLICY CHANGES**

**BROAD FORM ADDITIONAL INSURED ENDORSEMENT**

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

~~BROAD FORM ADDITIONAL INSURED ENDORSEMENT POLLUTION INCIDENT~~

SCHEDULE

Name of Additional Insured Person or Organization

The Illinois State Toll Highway Authority together with its officials, directors, and employees, the City of Oak Brook, the Illinois Department of Transportation

Location of Covered Operations

Contract #RR-18-4425 M2 Maintenance Building, I 294 Mile Marker 29, Oak Brook, IL 60523.

It is understood and agreed that the Policy is amended as follows:

I. The Section of the Policy entitled DEFENSE is amended by the addition of the following:

Additional Insured with Primary/Noncontributory Provision

a. We also have the right and duty to defend a covered claim against any person or organization listed as an additional insured in the Schedule of the BROAD FORM ADDITIONAL INSURED ENDORSEMENT - POLLUTION INCIDENT.

b. The insurance provided to such additional insured is limited as follows:

(1) Such person or organization is an additional insured only with respect to liability arising out of a pollution incident that arises out of your activities, and only for bodily injury or property damage:

(a) caused in whole or in part by your acts or omissions, or those of others working on your behalf, in the performance of your activities at the Location of Covered Operations shown



[Redacted Signature]

Chairman of the Board

[Redacted Signature]

Secretary

**POLICY NUMBER**  
C 6046205276

**INSURED NAME AND ADDRESS**  
MADISON CONSTRUCTION CO  
15657 S 70TH CT

ORLAND PARK, IL 60462-5107

**POLICY CHANGES**

**BROAD FORM ADDITIONAL INSURED ENDORSEMENT**

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the  
effective date of your Policy, unless another effective date is shown.

in the Schedule of the BROAD FORM ADDITIONAL  
INSURED ENDORSEMENT - POLLUTION INCIDENT;  
and





Chairman of the Board



Secretary

POLICY NUMBER  
C 6046205276

INSURED NAME AND ADDRESS  
MADISON CONSTRUCTION CO  
15657 S 70TH CT

ORLAND PARK, IL 60462-5107

POLICY CHANGES

BROAD FORM ADDITIONAL INSURED ENDORSEMENT

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

(b) for which you would be covered under this Policy, if the claim had been brought against you.

(2) If such a claim results in the additional insured's legal obligation to pay compensatory damages for bodily injury or property damage described in paragraph b.(1) above, then subject to all of the terms and conditions of this Policy, we will pay such damages in excess of the self-insured retention up to the applicable Limit of Liability. In such an instance, you agree to pay the self-insured retention. If you are sued for the same pollution incident, only a single self-insured retention applies to your and such additional insured's interests, combined.

(3) This insurance is excess of all other insurance available to such additional insured, whether on a primary, excess, contingent or any other basis. But if a written contract or written agreement entered into prior to the bodily injury or property damage requires this insurance to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which such additional insured is a Named Insured.

(4) Any coverage granted by this provision shall apply only to the extent permissible by law.

II. Solely with respect to the person or organization listed in the Schedule above, the Section of the Policy entitled DEFINITIONS, the definitions of claim, damages and related claims, are deleted in their entirety and replaced by the following:

Claim means a demand for money or services, naming you or an additional insured, and alleging a pollution incident.



Chairman of the Board

Secretary

POLICY NUMBER  
C 6046205276

INSURED NAME AND ADDRESS  
MADISON CONSTRUCTION CO  
15657 S 70TH CT

ORLAND PARK, IL 60462-5107

POLICY CHANGES

BROAD FORM ADDITIONAL INSURED ENDORSEMENT

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

Damages means judgments, awards and settlements that you or an additional insured are legally obligated to pay because of a covered claim. All settlements must be made with our written consent.

Damages do not include:

- A. fees, costs and expenses paid or incurred or charged by any of you or an additional insured, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
- B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule, including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;
- C. injunctive or declaratory relief;
- D. any amount:
  - 1. for which you or an additional insured are absolved from payment by reason of any covenant, agreement or court order or where the right of action against you or an additional insured has been relinquished or waived; or
  - 2. constituting liquidated damages;
- E. with respect to any recall expense, any amounts incurred because of normal operations engaged in after the installation of your work or your installed product to render it fully functional or efficient and anticipated in your installation contract;



Chairman of the Board

Secretary

POLICY NUMBER  
C 6046205276

INSURED NAME AND ADDRESS  
MADISON CONSTRUCTION CO  
15657 S 70TH CT

ORLAND PARK, IL 60462-5107

POLICY CHANGES

BROAD FORM ADDITIONAL INSURED ENDORSEMENT

This Change Endorsement changes the Policy. Please read it carefully.  
This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

F. attorney fees associated with any of the above.

Related claims means all claims arising out of a single pollution incident or arising out of multiple pollution incidents that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



Chairman of the Board

Secretary



50020007660462052769002



**END OF COPY**



**Additional Insured - Engineers, Architects or Surveyors  
Not Engaged by the Named Insured Endorsement**

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:**

~~THE CONSULTING ENGINEER, PROGRAM MANAGEMENT OFFICE (PMO), PROJECT MANAGER,  
DESIGN SECTION ENGINEER, DESIGN CORRIDOR MANAGER, CONSTRUCTION MANAGER  
AND CONSTRUCTION CORRIDOR MANAGER (RE: IDOT CONTRACT #RR-18-4425)~~

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

I. The **WHO IS AN INSURED** Section is amended with the addition of the following:

A.. The architects, engineers or surveyors, shown in the Schedule above, who are not engaged by the **Named Insured**, but who are required by contract to be added as additional insureds to the **Named Insured's** policy are **Insureds**, but only with respect to such architect's, engineer's or surveyor's liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. the **Named Insured's** acts or omissions; or
2. the acts or omissions of those acting on such **Named Insured's** behalf, in the performance of such **Named Insured's** ongoing operations

B. However, if coverage provided to such additional insured is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. coverage broader than required by such contract or agreement; or
2. a higher limit of insurance than required by such contract or agreement.

II. With respect to the insurance afforded to these additional insureds, the following Exclusion is added:

The coverage granted by this endorsement 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.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION BY US  
NOTICE TO DESIGNATED PERSONS**

This endorsement modifies insurance provided under the following:

THE COMMON POLICY CONDITIONS OF THE BUSINESS AUTO COVERAGE FORM

The following is added to Paragraph A. **CANCELLATION:**

- A. 7. In the event we cancel your policy in accordance with your policy's terms and conditions, we will mail written notice of cancellation to the designated persons named below within the stated time frames.
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium, or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.

Designated Person(s):

Address:

1.	<u>THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY</u>	<u>2900 OGDEN AVE, DOWNERS GROVE, IL 60515</u>
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____





## Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
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20. Personal And Advertising Injury – Discrimination or Humiliation
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22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs



## Contractors' General Liability Extension Endorsement

### 22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

### 23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

### 25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

### 26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT  
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.



**C. Loss of Use Expenses**

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to Section III, Paragraph A.:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver, and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

**E. Airbag Coverage**

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to Section III, Paragraph B.5.:

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to Sections II and III:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or





- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
- (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

#### IV. BUSINESS AUTO CONDITIONS

##### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

##### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

##### C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

##### D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

##### E. Policy Period, Coverage Territory

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

##### V. DEFINITIONS

**Section V, Paragraph C.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury** for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 8 46218715

Policy Effective Date: 3/14/2018

Policy Page: 13 of 18



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/14/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville, IL 60540-9100		<b>PHONE</b> (A/C, No, Ext): 630-355-2077	<b>COMPANY</b> Hanover Insurance Company 440 Lincoln Street Worcester MA 01653-0001	
<b>FAX</b> (A/C, No): 630-355-7996	<b>E-MAIL ADDRESS:</b> mrs@esserhayes.com			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b> MADIS-3		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> IHCD796185
<b>INSURED</b> Madison Construction Co. 15657 S 70th Court Orland Park, IL 60462		<b>EFFECTIVE DATE</b> 02/01/2019	<b>EXPIRATION DATE</b> 01/01/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

## PROPERTY INFORMATION

**LOCATION/DESCRIPTION**  
 M2 MAINTENANCE BUILDING 36,000 SF RENOVATION INCLUDING NEW ROOF, INTERIOR WALL, FINISHES, MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS. 13,000 SF NEW ADDITION.  
 CONTRACT NUMBER: RR-18-4425

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/SPECIAL FORM/ALL RISKS INCLUDES THEFT, VANDALISM AND MALICIOUS MISCHIEF	9,659,337	1,000


## REMARKS (Including Special Conditions)

NAMED INSURED ALSO INCLUDE: THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AND ANY SUB-CONTRACTOR OF ANY TIER TO THE EXTENT OF THEIR INSURABLE INTEREST IN THE WORK AND PRE-EXISTING STRUCTURE(S).  
 EVID FOR TOLLWAY JOB #RR-18-4425

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>  THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY/ATTN: RISK MANAGEMENT 2700 OGDEN AVENUE DOWNERS GROVE IL 60515	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	<b>LOAN #</b>	
	<b>AUTHORIZED REPRESENTATIVE</b> 	



**ESSER | HAYES**  
INSURANCE GROUP

January 11, 2019

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

RE: Madison Construction Co.  
Contract: RR-18-4425

To Whom in May Concern:

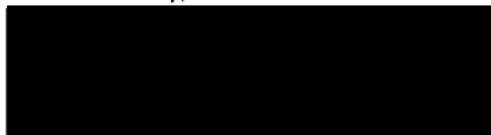
This letter is to serve as Certification of Coverage for Madison Construction Co.

- All provisions of the accepted Certificates of Insurance and policy binders have been obtained and
- All endorsements indicated have been secured from the insurance carrier.

Esser Hayes Insurance Group Inc. is a broker for the insurance carriers noted on the Certificate of Insurance.

If you should have any questions, please contact our office.

Sincerely,



Gary R. Semmer, CIC, CWCA  
Executive Vice President – Partner  
Esser Hayes Insurance Group Inc.