

RESOLUTION NO. 21713

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4441 for Noise Abatement Wall Construction, on the Tri-State Tollway (I-294) at Mile Post 46.1 (Southbound over Central Road) and Mile Post 44.9 (Northbound over Ballard Road). The lowest responsible bidder on Contract No. RR-18-4441 is Dunnet Bay Construction Company in the amount of \$1,603,782.20.

**Resolution**

Contract No. RR-18-4441 is awarded to Dunnet Bay Construction Company in the amount of \$1,603,782.20, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:



Chairman

RETURN WITH BID

CONTRACT RR-18-4441

NOISE ABATEMENT  
WALL CONSTRUCTION

IMPORTANT  
BID ADDENDUM  
ENCLOSED

ORIGINAL

NORTH TRI-STATE TOLLWAY (I-294)

SOUTHBOUND OVER CENTRAL ROAD  
AT MILE POST 46.1

NORTHBOUND OVER BALLARD ROAD  
AT MILE POST 44.9



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM No. 1  
TO  
CONTRACT REQUIREMENTS  
FOR  
CONTRACT NO RR-18-4441  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date November 30, 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 on December 6, 2018

**NOTICE TO REVISIONS TO CONTRACT**

**NOTES:**

1. Meeting minutes from the optional pre-bid meeting held on November 16, 2018 and sign in sheet are included in this addendum.
2. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the contract Proposal by the Bidder. The Bidder's attention is called to pages P-5R and P-6R which have been revised and included as part of the Schedule of Prices.
3. Responses to Request for Information received from the Plan Holders are included in this Addendum
4. The following revised Contract Drawings are included with this Addendum: Volume-Drawings No's 24,26,27,29, 30, 47 and 48.
5. Revised Contract Drawing No. 4 will be issued to the successful Bidder. The revised drawings will reflect the quantity changes shown in the "Summary of Revision to Pay Item Quantities" table included in this addendum.
6. The following revised Contract Drawings will be issued to the successful Bidder: Drawings No's 46,51,52,53, 54, and 55. These drawings represent minor changes associated with revisions highlighted on Drawings No's 29, 30, 47 and 48 that are included in this Addendum.

## CHANGES TO THE CONTRACT REQUIREMENTS

### CHANGES TO SCHEDULE OF PRICES

SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES						
SP. Prov *	Pay Item No.	Description	Unit	Original Quantity	Change	New Quantities
	50300255	Concrete Superstructure	CU YD	67.4	3.1	70.5
*	50300300	Protective Coat	SQ YD	288	3	291
*	50800205	Reinforcement Bars, Epoxy Coated	POUND	81540	500	82040
	70600260	Impact Attenuators, Temporary (Fully Redirective Narrow), Test Level 3	EACH	1	-1	0
	70600280	Impact Attenuators, Temporary (Severe Use, Narrow) Test Level 3	EACH	0	1	1

- Denotes Special provision

#### Change No. 1

Contract Requirements, Volume I, Replace Page P-5 with P-5R (Attached)

1.1 Revised quantity for 50300255 Concrete Superstructure to 70.5 CY

1.2 Revised quantity for 50300300 Protective Coat to 291 SQ YD

1.3 Revised quantity 50800205 Reinforcement Bars Epoxy Coated to 82040 POUND.

#### Change No. 2

Contract Requirements, Volume 1, Replace P-6 with P-6R (attached)

2.1 Removed pay item 70600260, Impact Attenuators, Temporary (Fully Redirective Narrow), Test Level 3 from schedule

2.2 Included pay item 70600280 Impact Attenuators Temporary (Severe Use, Narrow) Test Level 3



## **CHANGES TO THE CONTRACT DRAWINGS**

### **Change No. 3**

Contract Plans, Drawing No. 4. This drawing contains the following revisions: (Contract drawing will be issued to successful bidder)

- 3.1 Revised quantity for 50300255 Concrete Superstructure to 70.5 CY
- 3.2 Revised quantity for 50300300 Protective Coat to 291 SQ YD
- 3.3 Revised 50800205 Reinforcement Bars Epoxy Coated to 82040 POUND.
- 3.4 Replaced pay item 70600260 Impact Attenuators, Temporary (Fully Redirective Narrow), Test Level 3 with pay item 70600280 Impact Attenuators, Temporary (Severe Use, Narrow) Test

### **Change No. 4**

Contract Plan, Drawing No. 24. This drawing contains the following revision (attached):

- 4.1 Revised call out for impact attenuator to be IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3

### **Change No. 5**

Contract Plan, Drawings No's. 26 and 27. These drawings contain the following revisions. (attached):

- 5.1 On sheet No. 26, revised dimension for Performance Based Acrylic Noise Abatement Wall to read 243.55 feet.
- 5.2 On sheet No. 27, revised dimension for Performance Based Acrylic Abatement Noise Wall (NAW) to read 243.55 and revise the north end stationing of NAW to 2438+02.87 and elevation to 675.15.

### **Change No. 6**

Contract Plans, Sheet No's 29, 30 and 47

These drawings contain the following revisions (attached):

- 6.1. On sheet No. 29, revised corbel spacing in plan and elevation.
- 6.2. On sheet No. 30, revised quantities in Bill of Material to reflect changes to corbel spacing and dimensions.
  - Increased the quantity for pay items Concrete Superstructure by 3.1 CY.
  - Increased the quantity of Protective Coat by 3 SQ YD
  - Increased the quantity of Reinforcement Bars, Epoxy Coated by 500 POUNDS
- 6.3. On sheet No. 47 revised corbel spacing in plan.

### **Change No. 7**

Contract Plans, Sheet No's 48

These drawings contain the following revisions (attached):

7.1 On sheets No. 48

- Revised vertical dimensions on corbel elevation
- Revised reinforcement details
- Deleted Note the reads "*The Contractor shall adjust the quantity of reinforcement to correspond to actual number of corbels if typical spacing is not provided. Corbels shall be located to miss joint*"

### **Change No. 8**

Contract Plans, Sheet No's 46,51,53, and 55

These drawings contain the following revisions (Contract drawings will be issued to successful bidder):

8.1 On sheets No's 46, revised corbel spacing in plan.

8.2 On sheets No's. 51 and 55

- Revised vertical dimensions on corbel elevation.
- Revised reinforcement number, length and in Bill of Material,
- Revised quantities in Bill of Material.

8.3 On sheet No.53

- Revised vertical dimensions on corbel elevation.
- In Bill of Material revised reinforcement details and revised reinforcement number, length and shape.
- In Bill of Material removed d26(E) and d27(E) bars.
- Revised quantities in Bill of Material.

### **Change No. 9**

. Contract Plans, Sheet No's 52, and 54

These drawings contain the following revisions (Contract drawings will be issued to successful bidder):

9.1 On sheets No. 52 and 54

- Revised vertical dimensions on corbel elevation
- Revised reinforcement details
- Deleted Note the reads "*The Contractor shall adjust the quantity of reinforcement to correspond to actual number of corbels if typical spacing is not provided. Corbels shall be located to miss joints*"

END OF ADDENDUM CHANGES



# Capital Program

## MEETING MINUTES

**PURPOSE:** Optional Pre-Bid Meeting for Contract RR-18-4111  
North Tri-State Tollway Noise Abatement Wall Construction  
Southbound I-294 over Central Road at Mile Post 46.1  
Northbound I-294 North of Ballard Road at Mile Post 44.9

**MEETING DATE/TIME:** November 16, 2018 11:00 AM

**CHAIRPERSON:** Eduardo Flores

**LOCATION:** Central Administration Building - Room 175-Court Room

**PROJECT NUMBER:** RR-18-4441

**ISSUE DATE:** November 30, 2018

**PREPARED BY:** Joseph Glennon

## MEETING MINUTES

Item #	Item Description
1.0	The meeting began at 11:00 AM at the Central Administration Building – Room 175-Court Room. This meeting was an Optional Pre-Bid meeting for contract RR-18-4441
2.0	Ed Flores (Tollway PM) introduced the project and read the Bidder's due date and time, Bidder's question due date and time, Estimated Commencement of Work date and Construction completion date. The information was found on page A-1 of Volume I of specification documents.
3.0	Ed Flores explained that all bidder questions should be emailed to him per the requirements found in the A-1 page of Volume I documents and that responses will be provided as part of Addendum #1.
4.0	Kristen Hamilton (Tollway Diversity) noted the Disadvantage Business Enterprise and Veteran Small Business participation and Utilization goals for this project.
5.0	Joseph Glennon and Robert Boro (Designers) gave an overview of the work.
6.0	Meeting concluded at 11:20



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

REFERENCE: REQUESTED INFORMATION FROM PROSPECTIVE BIDDERS

The following responses to perspective bidder questions are provided:

---

Question 1: There is an item JT701052 148 sf of temp info greater than 24sf ground mount. Can you let me know where or what that is? I don't see it on the plans.

Response 1: A portion of the quantity for item "*Temporary Information Signing Ground Mounted*" is for two (2) signs on Central Rd. per Standard TC-22 shown on sheet 60 of the plans.

The remaining quantity shown in the contract documents for "*Temporary Information Signing Ground Mounted*" is nominal to be used as directed by the RE.

---

Question 2: Will repair work for temporary attenuators be paid under Article 109.04 "Force Account" basis, through pay item JT154008 Unforeseen Additional Maintenance of Traffic or will JT154006 Temp Impact Atten Replacement/Repair and JT154007 Temporary Concrete Barrier Replacement/Realignment be added to the contract pay items?

Response 2:

Per Article 706.06 of the Standard Specification for Road and Bridge Construction:  
"All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer."

If in the Engineer's judgment, damage to temporary concrete barrier or temporary impact attenuator is outside what can be considered "maintenance" the Engineer will determine how to proceed.

---

Question 3: Will the Authority want any of the Temporary Impact Attenuators be left in place at the end of this contract? If so, will the Authority add the item JI706261 "Attenuator to Remain in Place" so there is no question on the number of units that will remain, as they have in previous Contracts or will this be handled as an Agreed Unit Price after Award of Contract?

Response 3: Temporary Impact Attenuators are for use with the temporary concrete barriers and will not be left in place at the end of this contract. Removal of the temporary impact attenuators shall be per Art 706.08 of the Standard Specifications for Road and Bridge Construction.

---

Question 4: Will temporary fence be required after the ROW fence is removed? If this is the case, will a pay item for Temporary Fence be added and utilized, as on previous project

Response 4: No. The existing right-of-way fence should not be removed until a time immediately prior to work activities that may conflict with the fence, re-erection of fence should be scheduled immediately after work activities is completed. No pay item for Temporary Fence will be included in the contract documents.

---

Question 5: Will there need to be a Utility locates before removing any Items on the contract?

Response 5: Yes, Utility locates must be performed prior to any work activities.

Per the special provision "SP 106 - Cooperation with Utilities and Others":

"The Contractor is responsible for verifying the nature and status of all utility relocation work prior to preparation of the Baseline Schedule. The Contractor shall take appropriate measures to ensure that construction operations do not interfere with utility facilities and relocation work."

Per the special provision "Exploration Trench Utilities":

"This work shall consist of locating and excavating, by methods of hand excavation or vacuum excavation approved by the Engineer, to verify the horizontal and vertical location of existing regulated (e.g., electric, natural gas, telephone) unregulated (e.g., water, sewer, oil) and Illinois Tollway-owned (e.g., roadway lighting, fiber optic cables) utilities within the Contract Limits shown on the Plans and/or as directed by the Engineer."

---

Question 6:

J1630012 Steel Plate Beam Guardrail TY C 6' Posts: Plan sheets 21-22 detail the guardrail posts to be driven through PCC Shoulders, but there is no pay item for JT900292 Guardrail Post Leave-Outs; Will this pay item be added to the schedule of quantities?

Response 6:

No. The pay item JT900292 "Guardrail Post Leave Outs" will not be included in the quantities. Per the special Provision "Galvanized Steel Plate Beam Guardrail": "*When guardrail posts are to be placed within concrete or asphalt, a leave-out area shall be provided as shown on the Illinois Tollway Standard Drawing C1. The construction of the leave-out shall be considered to be included in the work under this item.*"

---

Question 7:

J1213004 Exploratory Trench (Hand Excav) and J1213006 Exploratory Trench (Vacuum Excav):

Will these two pay items be utilized in the event that a conflict becomes known during a normal utility locate for the ROW Fence and/or Guardrail, or will this work be paid on a force account basis?"

Response 7: Items J1213004 and/or J1213006 will be used as directed by the Engineer in the event that a utility conflict becomes known.

---

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20		
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	4		
*	20200100	EARTH EXCAVATION	CU YD	126		
	20800150	TRENCH BACKFILL	CU YD	1		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	17		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	50		
	25100630	EROSION CONTROL BLANKET	SQ YD	1125		
	25100635	HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	126		
	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	528		
	44000400	GUTTER REMOVAL	FOOT	157		
	44001980	CONCRETE BARRIER REMOVAL	FOOT	13		
	44004250	PAVED SHOULDER REMOVAL	SQ YD	177		
	44213200	SAW CUTS	FOOT	46		
	48300100	PORTLAND CEMENT CONCRETE SHOULDERS 6"	SQ YD	47		
	50102400	CONCRETE REMOVAL	CU YD	110		
	50157300	PROTECTIVE SHIELD	SQ YD	286		
	50200100	STRUCTURE EXCAVATION	CU YD	10		
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	70.5		
	50300260	BRIDGE DECK GROOVING	SQ YD	372		
*	50300300	PROTECTIVE COAT	SQ YD	291		
	50400905	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE I-BEAMS, 42 IN.	FOOT	182		
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	82040		
	52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	EACH	2		
	52100530	ANCHOR BOLTS, 1 1/4"	EACH	8		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	26		
	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	12		
	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1		
	60300305	FRAMES AND LIDS TO BE ADJUSTED	EACH	2		
	63200310	GUARDRAIL REMOVAL	FOOT	157		
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	60		
	66900530	SOIL DISPOSAL ANALYSIS	EACH	1		
	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1		
	70102622	TRAFFIC CONTROL AND PROTECTION, STANDARD 701502	L SUM	1		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	9426		
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	1		
	78100300	REPLACEMENT REFLECTOR	EACH	69		
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	32		
	X5860110	GRANULAR BACKFILL FOR STRUCTURES	CU YD	22		
BDE	X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	2454		
*	JA599010	PERFORMANCE BASED ACRYLIC NOISE ABATEMENT WALL	L SUM	1		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	161		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100		
*	J1406107	ASPHALT TACK COAT	POUND	88		
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	3		
*	J1420040	BRIDGE APPROACH SLAB	SQ YD	108		
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	290		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	1		



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT No - RR-18-4441  
 SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
 NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM No	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	J1501040	SLOPED HEADWALL REMOVAL	EACH	2		
*	J1501060	REMOVE EXISTING PRESTRESSED CONCRETE I-BEAMS	EACH	3		
*	J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	CU YD	95.5		
*	J1503020	HIGH PERFORMANCE CONCRETE MOMENT SLAB STRUCTURES	CU YD	17.4		
*	J1601325	PIPE UNDERDRAINS, FABRIC LINED TRENCH 8"	FOOT	195		
*	J1604035	FRAMES AND GRATES, TYPE 21A	EACH	2		
*	J1606020	GUTTER, TYPE G-3	FOOT	44		
*	J1606030	GUTTER, TYPE G-3, MODIFIED	FOOT	37		
*	J1630012	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE C, 6 FOOT POSTS	FOOT	38		
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	1		
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	1		
*	J1637030	CONCRETE BARRIER , SINGLE FACE, REINFORCED, 42 INCH	FOOT	46		
*	J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	46		
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	1842		
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	195		
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	195		
*	J1664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	30		
*	J1680140	SLOPED HEADWALL TYPE III, 6", 1:6	EACH	2		
*	J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	761		
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	4		
**	JS121101	DRILL AND GROUT DOWEL BARS AND ANCHOR RODS	EACH	88		
**	JS250314	SEEDING, CLASS 4B	ACRE	0.1		
**	JS250318	SEEDING, CLASS 4F	ACRE	0.2		
**	JS250320	SEEDING, CLASS 5	ACRE	0.2		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
**	JS250324	SEEDING, CLASS 5B	ACRE	0.1		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	6		
**	JS280050	SILT FENCE	FOOT	75		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	260		
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.2		
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	2		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	36		
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	8		
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
*	JT160527	TEMPORARY SUPPORT OF FIBER OPTICS	L SUM	1		
*	JT501925	REMOVAL OF EXISTING APPROACH SLABS	SQ YD	108		
*	JT525A02	BONDED PREFORMED JOINT SEALER, 2 IN.	FOOT	60		
*	JT599044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION	EACH	1		
*	JT599P01	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 1	L SUM	1		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	200		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	50		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	4		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	2		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	10		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	15		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	148		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	4		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	2		



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT No - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
 NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM No	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(6,000.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	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 (CQP)						50,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						

- \* SPECIAL PROVISION
- \*\* TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- \*\*\* IDOT RECURRING SPECIAL PROVISION
- BDE IDOT BDE SPECIAL PROVISION
- GBSP IDOT GUIDE BRIDGE SPECIAL PROVISION

Note 1: The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.

# TABLE OF CONTENTS

## PART I: Instructions

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

## PART II: Bid Requirements

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

## PART III: Contract Requirements

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

VOLUME II

SPECIAL PROVISIONS

J-1 thru J-182

SPECIAL PROVISIONS

IDOT-1

SPECIAL PROVISIONS

BDE-1 thru BDE-3

SPECIAL PROVISIONS

RECURRING-1

# 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-18-4441

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, December 6, 2018, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for November 16, 2018 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 11:00 AM.

The work to be done under this Contract shall be started on or about February 14, 2019. All work under this Contract shall be completed by August 30, 2019.

The work under this Contract shall consist of: replacement of the west fascia PPC I-Beams and west side of the bridge deck on the bridge structure carrying I-294 over Central Road, Noise Abatement Wall construction, structure mounted, at I-294 SB, M.P. 46.1, Noise Abatement Wall construction, ground mounted, I-294 NB, M.P. 44.9, drainage modifications, site restoration and Maintenance of Traffic during construction operations.

The work under this Contract is to be performed on: the North Tri-State Tollway (I-294) Tollway between Mile Post 46.1 and Mile Post 44.9 in Cook County, Illinois.

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

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

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

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention [Eduardo.flores@getipass.com](mailto:Eduardo.flores@getipass.com) e-mail address, to be received no later than 2:00 p.m. local time on November 21, 2018.

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

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

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

DATE: November 9, 2018





December 7, 2018

Mr. Tod W. Faerber, President  
Dunnet Bay Construction  
115 N Brandon Drive  
Glendale Heights, IL 60506

Subject: Illinois Tollway Contract RR-18-4441  
Noise Abatement Wall Construction  
North Tri-State Tollway (I-294)  
Southbound over Central Road at Mile Post 46.1  
Northbound over Ballard Road at Mile Post 44.9  
Apparent Low Bidder - Additional Required Bid Documents

Dear Mr. Faerber:

Congratulations! This letter is to inform you that Dunnet Bay Construction 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 Wednesday December 12, 2018** to:

Contract Services – RR-18-4441  
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)-Pilot
- Veterans Small Business Participation and Utilization (See VOSB Special Provision) VOSB 2025(s)-Pilot
- Plant and Equipment Questionnaire and Current Contractual Obligations (See Section I # 9 and Section S)

Diversity Information	DBE	Veteran
(1) Advertised Goal (percentage)	18%	1%
(2) Core Bid Amount, as verified by Tollway review of P-Pages	\$1,553,762.20	
(3) Commitment in dollars, as verified by Tollway review of Form 2026-Pilot	\$280,200.00	\$25,000.00
(4) Commitment in percent, as calculated from (3)/(2)	18.03%	1.60%
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. Dunnet Bay Construction 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,

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

CC: Paul Kovacs  
Greg Stukel  
Ed Flores  
Lisa T. Pierotti  
Paul Lanzo  
Audra Degonia  
Kristen Hamilton  
Deanna Dinkel

File: LT\_Tollway\_LD\_4441\_PostBidDocumentRequest\_12072018\_03\_01\_10

4441

Dunnet Bay

### 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		✓
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.		✓

Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner. <i>received w/bid</i>	✓
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 <i>request w/ letter</i>
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 <i>request w/ letter</i>
Equal Employment Opportunity • EEO 1256	Section I #29 & EEO Special Provision	Required for solicitations when included on the notice to Apparent Low Bidder
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner. <i>request w/ letter</i>
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner <i>received w/bid</i>

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

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

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

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

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

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

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

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

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

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

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

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

### **6. PROPOSAL GUARANTY**

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

### **7. WAGE STIPULATIONS**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors awarded certain service contracts to pay service workers no less than the general prevailing wage rate of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website <https://www.illinois.gov/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>	Return with Bid
<b>Bidder List of Individual Contacts</b>	Return with Bid
<b>Plant and Equipment Questionnaire</b>	Will be Requested from the Apparent Low Bidder
<b>Illinois Tollway Standard Terms and Conditions</b>	Return with Bid
<b>Secretary of State Certificate of Good Standing</b>	Will be Verified by the Tollway
<b>State Board of Elections</b>	Will be verified by the Tollway
<b>Illinois Department of Human Rights</b>	Will be verified by the Tollway



Prevailing Wage rates for Cook County effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNLSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

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

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

**Legend**

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

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

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

**H/W** Health/Welfare benefit

Explanations COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER



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

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

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

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

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



Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

#### 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 axes 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-18-4441**

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, December 6, 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: replacement of the west fascia PPC I-Beams and west side of the bridge deck on the bridge structure carrying I-294 over Central Road, Noise Abatement Wall construction, structure mounted, at I-294 SB, M.P. 46.1, Noise Abatement Wall construction, ground mounted, I-294 NB, M.P. 44.9, drainage modifications, site restoration and Maintenance of Traffic during construction operations.

The services will be performed within the: North Tri-State Tollway (I-294) Tollway between Mile Post 46.1 and Mile Post 44.9 in Cook County, Illinois.

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

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

Addendum No.   1   Date   11/30/18    
Addendum No.            Date                     
Addendum No.            Date                     
Addendum No.            Date                   

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

Accompanying this Bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on \_\_\_\_\_, Bank, for \$ \_\_\_\_\_, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for \$ 5% Bid Bond \_\_\_\_\_, 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-18-4441**, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

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

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

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

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

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

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

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

The undersigned is (check one)


an individual


a Partnership

a Corporation  under the laws of the State of Illinois

having principal office at 115 N. Brandon Dr. Glendale Heights, IL 60139 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 6th day of December, 2018, by its President, thereunto duly authorized.

 (SEAL)  
Tod W. Faerber (SEAL)

Affix Corporate Seal BY: Katherine Kafantzis, Business Administrator  
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:

Tod W. Faerber 115 N. Brandon Dr., Glendale Heights, IL 60139  
President Address

Douglas E. Stuart 115 N. Brandon Dr., Glendale Heights, IL 60139  
Vice-President Address

\_\_\_\_\_  
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 \$30,000.00. 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-18-4441 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT No - RR-18-4441  
 SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
 NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM No	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	\$60.00	\$1,200.00
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	4	\$200.00	\$800.00
*	20200100	EARTH EXCAVATION	CU YD	126	\$50.00	<del>\$6,300.00</del> 300.00 <i>SP</i>
	20800150	TRENCH BACKFILL	CU YD	1	\$601.00	\$601.00
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	17	\$1.50	\$25.50
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	50	\$1.50	\$75.00
	25100630	EROSION CONTROL BLANKET	SQ YD	1125	\$1.20	\$1,350.00
	25100635	HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	126	\$1.44	\$181.44
	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	528	\$1.20	\$633.60
	44000400	GUTTER REMOVAL	FOOT	157	\$5.00	\$785.00
	44001980	CONCRETE BARRIER REMOVAL	FOOT	13	\$90.00	\$1,170.00
	44004250	PAVED SHOULDER REMOVAL	SQ YD	177	\$6.50	\$1,150.50
	44213200	SAW CUTS	FOOT	46	\$4.50	\$207.00
	48300100	PORTLAND CEMENT CONCRETE SHOULDERS 6"	SQ YD	47	\$165.00	\$7,755.00
	50102400	CONCRETE REMOVAL	CU YD	110	\$850.00	\$93,500.00
	50157300	PROTECTIVE SHIELD	SQ YD	286	\$0.01	\$2.86
	50200100	STRUCTURE EXCAVATION	CU YD	10	\$200.00	\$2,000.00
	50300255	CONCRETE SUPERSTRUCTURE	CU YD	70.5	\$1,350.00	\$95,175.00
	50300260	BRIDGE DECK GROOVING	SQ YD	372	\$12.01	\$4,467.72
*	50300300	PROTECTIVE COAT	SQ YD	291	\$1.50	\$436.50
	50400905	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE I-BEAMS, 42 IN.	FOOT	182	\$490.00	\$89,180.00
*	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	82040	\$1.35	\$110,754.00
	52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	EACH	2	\$2,500.00	\$5,000.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
	52100530	ANCHOR BOLTS, 1 1/4"	EACH	8	\$250.00	\$2,000.00
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	26	\$177.00	\$4,602.00
	59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	12	\$20.00	\$240.00
	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	\$4,703.00	\$4,703.00
	60300305	FRAMES AND LIDS TO BE ADJUSTED	EACH	2	\$1,100.00	\$2,200.00
	63200310	GUARDRAIL REMOVAL	FOOT	157	\$9.00	\$1,413.00
	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	60	\$55.00	\$3,300.00
	66900530	SOIL DISPOSAL ANALYSIS	EACH	1	\$1,650.00	\$1,650.00
	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	\$1,000.00	\$1,000.00
	70102622	TRAFFIC CONTROL AND PROTECTION, STANDARD 701502	L SUM	1	\$1,000.00	\$1,000.00
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	9426	\$0.90	\$8,483.40
	70600280	IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW), TEST LEVEL 3	EACH	1	\$13,958.90	\$13,958.90
	78100300	REPLACEMENT REFLECTOR	EACH	69	\$15.00	\$1,035.00
	78200011	BARRIER WALL REFLECTORS, TYPE C	EACH	32	\$6.00	\$192.00
	X5860110	GRANULAR BACKFILL FOR STRUCTURES	CU YD	22	\$65.00	\$1,430.00
BDE	X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	2454	\$0.30	\$736.20
*	JA599010	PERFORMANCE BASED ACRYLIC NOISE ABATEMENT WALL	L SUM	1	\$245,000.00	\$245,000.00
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	161	\$35.00	\$5,635.00
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100	\$100.00	\$10,000.00
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100	\$100.00	\$10,000.00
*	J1406107	ASPHALT TACK COAT	POUND	88	\$9.65	\$849.20
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	3	\$1,601.70	\$4,805.10
*	J1420040	BRIDGE APPROACH SLAB	SQ YD	108	\$600.00	\$64,800.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	J1440022	SHOULDER RUMBLE STRIP REMOVAL	SQ YD	290	\$93.24	\$27,039.60
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	1	\$1,500.00	\$1,500.00
*	J1501040	SLOPED HEADWALL REMOVAL	EACH	2	\$1,063.00	\$2,126.00
*	J1501060	REMOVE EXISTING PRESTRESSED CONCRETE I-BEAMS	EACH	3	\$55,000.00	\$165,000.00
*	J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	CU YD	95.5	900	\$85,950.00
*	J1503020	HIGH PERFORMANCE CONCRETE MOMENT SLAB STRUCTURES	CU YD	17.4	\$500.00	\$8,700.00
*	J1601325	PIPE UNDERDRAINS, FABRIC LINED TRENCH 8"	FOOT	195	\$45.00	\$8,775.00
*	J1604035	FRAMES AND GRATES, TYPE 21A	EACH	2	\$1,616.00	\$3,232.00
*	J1606020	GUTTER, TYPE G-3	FOOT	44	\$61.00	\$2,684.00
*	J1606030	GUTTER, TYPE G-3, MODIFIED	FOOT	37	\$71.00	\$2,627.00
*	J1630012	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE C, 6 FOOT POSTS	FOOT	38	\$92.30	\$3,507.40
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	1	\$3,792.47	\$3,792.47
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	1	\$532.69	\$532.69
*	J1637030	CONCRETE BARRIER , SINGLE FACE, REINFORCED, 42 INCH	FOOT	46	\$350.00	\$16,100.00
*	J1637032	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH	FOOT	46	\$275.00	\$12,650.00
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	1842	\$0.87	\$1,602.54
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	195	\$27.93	\$5,446.35
*	J1664400	RIGHT OF WAY FENCE REMOVAL	FOOT	195	\$11.94	\$2,328.30
*	J1664402	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	30	\$49.85	\$1,495.50
*	J1680140	SLOPED HEADWALL TYPE III, 6", 1:6	EACH	2	\$2,668.00	\$5,336.00
*	J1704000	TEMPORARY CONCRETE BARRIER,	FOOT	761	\$20.00	\$15,220.00
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	4	\$10.00	\$40.00
**	JS121101	DRILL AND GROUT DOWEL BARS AND ANCHOR RODS	EACH	88	\$0.01	\$0.88



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
 NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
**	JS250314	SEEDING, CLASS 4B	ACRE	0.1	\$3,650.00	\$365.00
**	JS250318	SEEDING, CLASS 4F	ACRE	0.2	\$2,200.00	\$440.00
**	JS250320	SEEDING, CLASS 5	ACRE	0.2	\$3,600.00	\$720.00
**	JS250324	SEEDING, CLASS 5B	ACRE	0.1	\$2,450.00	\$245.00
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	6	\$100.00	\$600.00
**	JS280050	SILT FENCE	FOOT	75	\$2.50	\$187.50
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	260	\$30.00	\$7,800.00
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	0.2	\$2,500.00	\$500.00
**	JS280205	FILTER FABRIC INLET PROTECTION, COVER TYPE	EACH	2	\$185.00	\$370.00
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	36	\$12.50	\$450.00
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	8	\$3,500.00	\$28,000.00
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$96,500.00	\$96,500.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	\$22,500.00	\$22,500.00
*	JT160527	TEMPORARY SUPPORT OF FIBER OPTICS	L SUM	1	\$45,000.00	\$45,000.00
*	JT501925	REMOVAL OF EXISTING APPROACH SLABS	SQ YD	108	\$85.00	\$9,180.00
*	JT525A02	BONDED PREFORMED JOINT SEALER, 2 IN.	FOOT	60	\$80.00	\$4,800.00
*	JT599044	NOISE ABATEMENT WALL PANEL REMOVAL, STORAGE AND RE-ERECTION	EACH	1	\$10,000.00	\$10,000.00
*	JT599P01	PERFORMANCE BASED NOISE ABATEMENT WALL (PRECAST CONCRETE) NO. 1	L SUM	1	\$100,000.00	\$100,000.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	200	\$1.00	\$200.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	50	\$20.00	\$1,000.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	4	\$20.00	\$80.00
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	2	\$50.00	\$100.00
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	10	\$125.00	\$1,250.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT № - RR-18-4441

SOUTHBOUND I-294 OVER CENTRAL ROAD AT MILE POST 46.1  
 NORTHBOUND I-294 NORTH OF BALLARD ROAD AT MILE POST 44.9

SCHEDULE OF PRICES

SP	PAY ITEM №	DESCRIPTION	UNIT	QNTY	UNIT PRICE	AMOUNT
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	15	\$250.00	\$3,750.00
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	148	\$20.00	\$2,960.00
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	4	\$150.00	\$600.00
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	2	\$600.00	\$1,200.00
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	10	\$1,000.00	\$10,000.00
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	2357	\$2.00	\$4,714.00
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	3131	\$3.00	\$9,393.00
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	2261	\$1.05	\$2,374.05
*	JT783009	RAISED PAVEMENT LANE MARKER, REFLECTOR REMOVAL	EACH	69	\$15.00	\$1,035.00
TOTAL AMOUNT OF CORE WORK						\$1,553,782.20
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$30,000.00	\$30,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	10000	\$1.00	\$10,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	10000	\$1.00	\$10,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	

Contract Nbr RR-18-4441

Description Noise Abatement Wall Construction - North Tri-State Tollway (I-294) - Southbound over Central Road at Mile Post 46.1 - Northbound over Ballard Road at Mile Post 44.9.

Prime Dunnet Bay Construction Co.

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

Orig. Authorization \$1,603,782.20 Resolution Nbr 21713  
 Award Amount \$1,603,782.20 Resolution Date 12/20/2018  
 Appr. Amendments \$0.00 Resolution Amount \$1,603,782.20  
 ULC \$1,603,782.20 Obligation Nbr  
 Authorized Amount \$1,603,782.20 Fund 51 - Renewal & Replacement Account - Move Illinois

IPB Number 22043081  
 EcoSys WBS 4441C  
 e-Builder Project  
 Invoices Allowed  
 Contiguous Periods  
 Upon Request

Maintain



No. 00577

# Illinois State Toll Highway Authority

*This Certifies that Dunnet Bay Construction Co. has earned a total of \$101,037.01 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.*

*In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 2-October-2018*



The owner of this certificate # 00577 is tendering \$ 30,000.00 credits for use on bid for contract # RR-18-4441 on (date) 12/06/18. I understand that any credits not utilized for a winning bid will be returned.

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



**Certificate No.**

**00577**

**Issued To:**

Dunnet Bay Construction Co.

**Dated:**

October 2, 2018

**In the Amount of:**

\$101,037.01

**Certificate Issued By:**

Issuance of this Certificate supersedes and voids all previously issued Certificates

**Participants:**

None

**Bids/Contracts:** None

**Partnership for Growth-Construction Participation:**

**Reporting Period:** YEAR 1/Q1 dated 5/1/18 - 7/31/18

**Protege firm:** DCH Construction and Hauling, LLC.

**Bid credit amount:** +\$25,000 added to previous balance of \$76,037.01 = \$101,037.01

## **FINANCIAL DISCLOSURES AND CERTIFICATIONS**

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

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

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

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

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

#### **Forms A Section**

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

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

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

#### **Forms B Section**

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

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

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

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

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

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

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

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

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

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

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

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



**RESPONSIBLE BIDDER AFFIDAVIT**  
**in accordance with**  
**PUBLIC ACT 97-0369**

**CONTRACT NO:** RR-18-4441  
**(Enter Tollway Contract Number)**

**SUBMITTING BIDDER:** Dunnet Bay Construction Company  
**(Enter Name of Firm)**

**ADDRESS:** 115 N. Brandon Dr.  
Glendale Heights, IL 60139

**STATE OF ILLINOIS** )  
) **SS**  
**COUNTY OF** Dupage )

The Affiant, Tod W. Faerber, being first duly sworn, upon oath deposes and says:

1. That the Affiant is President of Dunnet Bay Construction who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-18-4441 (enter Tollway contract number), between the Bidder and the Owner;
2. The Affiant hereby states that the Bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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

[Redacted Signature]  
**SIGNATURE OF AFFIANT**

**SUBSCRIBED AND SWORN BEFORE ME THIS** 6th **DAY OF** December, 2018.



[Redacted Signature]

**NOTARY PUBLIC**

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**PREFERENCES**

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

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

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

Items that Qualify and Explanation:

---

---

---

---

---

Signature of Authorized Representative:

[Redacted Signature]

---

Printed Name of Authorized Representative:

Tod W. Faerber

---

Vendor Name:

Dunnet Bay Construction Company

---

Date:

12/06/2018

---

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4441

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	Mike Paine	630-539-1200	m.paine@dunnetbay.net
Bid Guaranty	Tod W. Faerber	630-539-1200	t.fauber@dunnetbay.net
DBE 2026	Tod W. Faerber	630-539-1200	t.fauber@dunnetbay.net
EEO Program	Tod W. Faerber	630-539-1200	t.fauber@dunnetbay.net
VOSB 2026	Tod W. Faerber	630-539-1200	t.fauber@dunnetbay.net
Financial Disclosures Forms A or Forms B	Tod W. Faerber	630-539-1200	t.fauber@dunnetbay.net
IDOT Certificate of Eligibility	Tod W. Faerber	630-539-1200	t.fauber@dunnetbay.net
Non-Collusion Affidavit – Page R4	Tod W. Faerber	630-539-1200	t.fauber@dunnetbay.net

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. RR-18-4441

AFFIDAVIT

State of Illinois )  
 ) SS  
County of Dupage )

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

That his/her name is Tod W. Faerber, and he/she resides at

,  
and his/her office is at Glendale Heights, IL 60139, That he/she makes, and is authorized to make

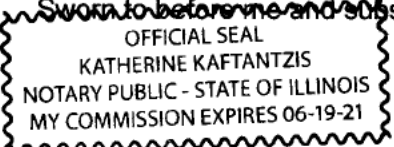
this affidavit on behalf of Dunnet Bay Construction Company, a  
(Name of Corporation, Partnership, etc.)

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. RR-18-4441** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Bid is made without reference to any other Bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Bid; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said Bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Bid for said Contract, directly or indirectly.

[Redacted Signature]  
Tod W. Faerber (Affiant)

Sworn to before me and subscribed in my presence this 6th day of December, 2018,  
  
[Redacted Signature]  
Katherine Kaftantzis (Notary Public)

My Commission Expires: 06/19/21

**CONTRACT NO. RR-18-4441**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

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

1. **KEY PERSONNEL**

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

**(USE BLACK INK ONLY)**

<b>NAME</b>	<b>TITLE OR POSITION IN THE FIRM</b>	<b>FUNCTION ON THIS PROJECT</b>	<b>YEARS WITH THE FIRM</b>	<b>YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK</b>
Mike Grady	Project Manager	Project Management	15	15
Dan Faerber	Superintendent	Engineering	10	10
Kevin Collins	Carpentry Foreman	Field Crew Management	19	28
Amy Brach	QC	Testing / QC	5	18

**CONTRACT NO. RR-18-4441**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

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

2a) EQUIPMENT OWNED

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

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

# DUNNET BAY

## CONSTRUCTION

### SAMPLE EQUIPMENT LIST

#### Description

Air Compr 175/185cfm

Air Tools & Drill

83" Compactor Single

Walkbhd Double Drum

Dozer John Deere 750

R904 Liebherr, Crawler

R944 Liebherer, Crawler

Auger-McMillen X3550

NPK Conc Crusher G18

Bidwell

Vibratory Screed

Concrete Pump

Concrete Conveyor

Crane 30 Ton RT733

853 Liebherr Crawler

Crane 125 Ton Truck Rent

L70C Volvo Loader, 130 hp

L90 Volvo Loader, 154 hp

Pav Bkr 750'# Skidloader Bkr

Bobcat

Honda Generator, 12kw

40' Telescopic Lift (HR)

60' Telescopic Lift (HR)

Pick-up Truck







**CONTRACT NO. RR-18-4441**

**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
Please see attached DBE 2026 & VOSB 2026 forms.				

**4. MATERIALS COMMITMENTS**

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

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

---

---

---

---



**CONTRACT NO. RR-18-4441**

**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
See attached.				

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
See attached.				

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
See attached.				

TOTAL OF BIDS PENDING AWARD See attached.

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.

Dunnet Bay Construction Company

BIDDER  
12/07/2018

DATE

SUB-CONTRACTOR

\_\_\_\_\_  
BY: Tod W. Faerber SIGNATURE

\_\_\_\_\_  
President  
TITLE

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



**Illinois Department of Transportation**

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

Affidavit of Availability  
For the Letting of 12/6/2018  
(Letting date)

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

**Part I. Work Under Contract**

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

	1	2	3	4	5	
Contract Number	60X56	61D24	60X39	66993	62C18	
Contract With	IDOT	IDOT	IDOT	IDOT	IDOT	
Estimated Completion Date	11/25/18	10/2/17	10/31/19	12/31/18	11/22/17	
Total Contract Price	25,016,352.34	\$1,290,678.58	7,727,350.10	\$3,448,031.75	\$880,419.27	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$4,894,327.73	198,368.96	4,038,902.44		44,864.90	9,176,464.03
Uncompleted Dollar Value if Firm is the Subcontractor				2,547,333.34		2,547,333.34
<b>Total Value of All Work</b>						<b>11,723,797.37</b>

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

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

						Accumulated Totals
Earthwork				25,000.00	3,000.00	28,000.00
Portland Cement Concrete Paving			267,640.00			267,640.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures	913,717.10	97,755.01	1,248,658.25	1,329,385.71		3,589,516.07
Drainage				26,847.00		26,847.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction					6,535.20	6,535.20
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Noisewall				571,658.00		571,658.00
Cold Milling, Planning & Rotomilling						0.00
Demolition			196,117.90			196,117.90
Pavement Markings (Paint)						0.00
Piling						0.00
MSE Wall Construction				325,815.00		325,815.00
Construction Layout						0.00
<b>Totals</b>	<b>913,717.10</b>	<b>97,755.01</b>	<b>1,712,416.15</b>	<b>2,278,705.71</b>	<b>9,535.20</b>	<b>5,012,129.17</b>

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



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

Affidavit of Availability  
 For the Letting of 12/6/2018  
 (Letting date)

**Part I. Work Under Contract**

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

	6	7	8	9	10	
Contract Number	61D98	60P96	87666	61E04	61E11	
Contract With	IDOT	IDOT	IDOT	IDOT	IDOT	
Estimated Completion Date	6/17/18	11/30/19	10/1/18	9/1/18	6/29/18	
Total Contract Price	\$1,057,292.06	\$274,775.88	\$1,045,928.00	\$746,132.58	\$1,111,111.11	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	767,684.42			73,226.81	83,672.86	10,101,048.12
Uncompleted Dollar Value if Firm is the Subcontractor		80,233.75	242,963.00			2,870,530.09
<b>Total Value of All Work</b>						<b>12,971,578.21</b>

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

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

					Accumulated Totals
Earthwork	38,065.00			1,776.60	67,841.60
Portland Cement Concrete Paving					287,640.00
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces				4,847.00	4,847.00
Highway, R.R. and Waterway Structures	119,286.51		196,222.72	17,554.11	3,922,589.41
Drainage					26,847.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction		17,550.00			53,825.36
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Noisewall					571,658.00
Cold Milling, Planning & Rotomilling					0.00
Demolition	161,003.00	24,896.75			362,017.65
Pavement Markings (Paint)					0.00
Piling					0.00
MSE Wall		22,450.00			348,265.00
Const. Layout					0.00
<b>Totals</b>	<b>318,364.51</b>	<b>64,896.75</b>	<b>196,222.72</b>	<b>24,177.71</b>	<b>5,669,616.22</b>



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

Affidavit of Availability  
 For the Letting of 12/8/2018  
 (Letting date)

**Part I. Work Under Contract**

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

	11	12 (Joint Venture)	13	14	15	
Contract Number	61D16	61E05	B-36676-A	B-37352-A	B-37631-A	
Contract With	IDOT	IDOT	INDOT	INDOT	INDOT	
Estimated Completion Date	1/30/19	10/1/19	11/2/18	5/31/19	11/31/18	
Total Contract Price	\$555,061.75	\$27,777,277.27	\$15,851,636.00	\$1,066,781.00	\$830,841.14	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		5,408,609.41	8,752,145.02	322,861.61	587,214.85	25,171,879.01
Uncompleted Dollar Value if Firm is the Subcontractor	528,061.75					3,398,591.84
<b>Total Value of All Work</b>						<b>28,570,470.85</b>

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

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

						Accumulated Totals
Earthwork			556,353.81		88,000.00	712,195.41
Portland Cement Concrete Paving			389,828.00			657,468.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			208,117.00		44,000.00	256,964.00
Highway, R.R. and Waterway Structures	498,278.25	4,506,890.94	3,558,612.80	135,140.76	327,324.95	12,946,837.11
Drainage			169,921.00		4,000.00	200,768.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						77,910.58
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Noisewall						571,658.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						382,017.65
Pavement Markings (Paint)						0.00
Piling			300,312.00			300,312.00
MSE Wall			498,188.28			846,453.28
Const. Layout					8,000.00	8,000.00
<b>Totals</b>	<b>498,278.25</b>	<b>4,506,890.94</b>	<b>5,679,332.89</b>	<b>135,140.76</b>	<b>471,324.95</b>	<b>18,960,584.01</b>





**Illinois Department of Transportation**

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

Affidavit of Availability  
For the Letting of 12/6/2018  
(Letting date)

**Part I. Work Under Contract**

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

	16 (Joint Venture)	17	18 (Joint Venture)	19	20	
Contract Number	RR-16-4256	61D29	I-18-4389	61C86	61E73	
Contract With	ISTHA	IDOT	ISTHA	IDOT	IDOT	
Estimated Completion Date	6/30/19	5/24/19	12/31/18	11/22/19	11/30/19	
Total Contract Price	\$50,813,308.12	\$3,789,350.50	\$37,139,348.63	\$400,199.17	\$765,159.94	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	12,389,251.36	3,149,757.09	7,204,145.37			47,915,032.83
Uncompleted Dollar Value if Firm is the Subcontractor				400,199.17	765,159.94	4,563,950.95
<b>Total Value of All Work</b>						<b>52,478,983.78</b>

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

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

						Accumulated Totals
Earthwork		300,567.00		10,352.00	26,124.40	1,049,238.81
Portland Cement Concrete Paving						657,468.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						256,964.00
Highway,R.R. and Waterway Structures	10,153,424.82		4,056,559.25	128,700.00		27,285,521.18
Drainage					11,000.00	211,768.00
Electrical						0.00
Cover and Seal Coats				418.75	2,440.00	2,858.75
Concrete Construction		1,687,509.19		94,902.42	563,511.99	2,423,834.16
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Noisewall						571,658.00
Cold Milling, Planning & Rotomilling						0.00
Demolition			1,775,000.00	16,000.00		2,173,017.65
Pavement Markings (Paint)						0.00
Piling		347,176.00		108,626.00	73,920.00	830,034.00
MSE Wall						846,453.28
Const. Layout		35,000.00	43,034.00			86,034.00
<b>Totals</b>	<b>10,153,424.82</b>	<b>2,370,252.19</b>	<b>5,874,593.25</b>	<b>358,999.17</b>	<b>676,996.39</b>	<b>36,394,849.83</b>



**Illinois Department of Transportation**

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

Affidavit of Availability  
For the Letting of 12/6/2018  
(Letting date)

**Part I. Work Under Contract**

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

	21	22	23	24	25	
Contract Number	62C24	61E53	RR-16-4277R	06-01-06006		
Contract With	IDOT	IDOT	ISTHA	City of Gary	Lake Co, IN	
Estimated Completion Date	10/31/19	10/31/19	11/22/19	11/5/19	11/15/19	
Total Contract Price	\$14,397,932.45	\$5,554,847.66	\$938,994.46	\$8,493,150.08	\$31,150.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	13,677,063.49			8,493,150.08	31,150.00	70,116,396.40
Uncompleted Dollar Value if Firm is the Subcontractor		5,554,847.66	938,994.46			11,057,793.07
<b>Total Value of All Work</b>						<b>81,174,189.47</b>

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

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

						Accumulated Totals
Earthwork				580,000.00		1,629,238.81
Portland Cement Concrete Paving						657,468.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				238,000.00		494,964.00
Highway,R.R. and Waterway Structures	5,114,437.23	4,733,146.36		2,475,000.00	31,150.00	39,639,254.77
Drainage						211,768.00
Electrical						0.00
Cover and Seal Coats						2,858.75
Concrete Construction			487,448.46	1,989,105.00		4,900,387.62
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Noise wall						571,658.00
Cold Milling, Planning & Rotomilling						0.00
Demolition	339,625.24					2,512,842.89
Pavement Markings (Paint)						0.00
Piling	587,585.64	467,584.00		482,165.00		2,367,368.64
MSE Wall				75,500.00		921,953.28
Const. Layout				45,000.00		131,034.00
<b>Totals</b>	<b>6,041,648.11</b>	<b>5,200,730.36</b>	<b>487,448.46</b>	<b>5,884,770.00</b>	<b>31,150.00</b>	<b>54,040,598.76</b>



**Illinois Department of Transportation**

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

**Part I. Work Under Contract**

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

	28 (Pending)					
Contract Number	RR-18-4441					
Contract With	ISTHA					
Estimated Completion Date	8/30/19					
Total Contract Price	\$1,603,762.20					<b>Accumulated Totals</b>
Uncompleted Dollar Value if Firm is the Prime Contractor	1,603,762.20					71,720,158.60
Uncompleted Dollar Value if Firm is the Subcontractor						11,057,793.07
<b>Total Value of All Work</b>						<b>82,777,951.67</b>

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

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

						<b>Accumulated Totals</b>
Earthwork						1,629,238.81
Portland Cement Concrete Paving						657,468.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						494,964.00
Highway,R.R. and Waterway Structures						39,639,254.77
Drainage						211,768.00
Electrical						0.00
Cover and Seal Coats						2,858.75
Concrete Construction						4,900,387.62
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Noisewall						571,658.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						2,512,642.89
Pavement Markings (Paint)						0.00
Piling						2,367,368.64
MSE Wall						921,953.28
Const. Layout						131,034.00
<b>Totals</b>	<b>TBD</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,040,596.76</b>

Part III. Work Subcontracted to Others

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

	1 (400)	2 (404)	2 Cont.	3 (413)	3 Cont.	
Subcontractor	Il in One	K-Five	Highway Safety	AC Iron	Kujo	
Type of Work	Reinforcing	HMA	Traffic Control	Rebar	Fence & Guardrail	
Subcontract Price	548,050.65	72,514.35	30,325.00	370,112.99	326,092.50	
Amount Uncompleted	50,000.00	27,599.00	7,125.00	178,734.94	168,457.00	
Subcontractor	TC&P	Elmund & Nelson	Anderson Environmental	Area Equipment	Maintenance Coatings	
Type of Work	Traffic Control	Electrical	Env. Engineering	Struct Steel	Striping	
Subcontract Price	828,173.34	18,974.00	6,380.00	209,742.00	27,975.00	
Amount Uncompleted	40,021.36	5,780.00	4,125.50	66,703.24	27,975.00	
Subcontractor	Artega Landscaping	Carrera	Precision Pavement	Home Towne	Rozco Landscaping	
Type of Work	Landscaping	Concrete	Striping	Electrical	Landscaping	
Subcontract Price	400,951.65	51,933.90	2,496.00	29,444.00	37,305.85	
Amount Uncompleted	125,000.00	0.00	0.00	14,324.90	30,047.25	
Subcontractor	Road Fabrica	Kujo	Vibra-Tech	Campanella	Peter Baker	
Type of Work	Striping	Fence & Guardrail	Vibration Monitoring	Sewer & Earthwork	Asphalt	
Subcontract Price	30,278.07	13,069.00	26,100.00	812,996.69	601,875.07	
Amount Uncompleted	30,278.07	0.00	0.00	453,825.67	432,204.41	
Subcontractor	Plote Construction	Gateway	Tough Cuts	Carrera	SEI Coatings	
Type of Work	Earthwork & Asphalt	Install Rebar	Grooving	Flatwork	Concrete Sealer	
Subcontract Price	3,988,950.27	55,533.50	4,340.00	309,150.00	559,520.50	
Amount Uncompleted	2,383,516.00	27,396.45	1,840.00	250,518.00	559,520.50	
Subcontractor	Montemayor	Arteaga		Sherldan	Tough Cuts	
Type of Work	Sewer	Landscaping		Sewer Cleaning	Grooving	
Subcontract Price	3,740,754.72	7,468.65		16,148.00	26,451.90	
Amount Uncompleted	492,728.20	1,481.31		16,148.00	19,968.57	
Subcontractor	John Burns	Martinez Underground		Traffic Control & Protection		
Type of Work	Electrical	Drainage		Traffic Control		
Subcontract Price	2,177,576.00	184,024.77		360,837.57		
Amount Uncompleted	859,069.00	25,266.69		108,258.81		
<b>Total Uncompleted</b>	<b>3,980,610.63</b>	<b>87,523.45</b>	<b>13,090.50</b>	<b>1,088,313.56</b>	<b>1,238,172.73</b>	<b>0.00</b>

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

Part III. Work Subcontracted to Others

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

	4 (414)	5 (415)	5 Cont.	6 (416)	6 Cont.	7 (417)
Subcontractor	AC Iron	AC Iron	Quality Saw	AC Iron	Peter Baker	Quality
Type of Work	Shear Studs & Rebar	Shear Studs & Rebar	Curb & Gutter	Rebar	Asphalt	Saw Cutting
Subcontract Price	197,068.74	13,685.40	3,114.85	296,402.95	16,442.00	8,337.00
Amount Uncompleted	190,328.12	1,164.36	3,114.85	296,402.95	16,442.00	8,337.00
Subcontractor	Area Equipment	Anderson Environ.	Ray Edwards	American Conc Restoration		AC Iron
Type of Work	F&E Struct Steel	Environ. Engr	Sewer	Conc Repair		Rebar
Subcontract Price	79,950.01	31,965.00	26,699.13	10,991.00		7,000.00
Amount Uncompleted	75,153.01	10,982.75	2,500.00	10,991.00		7,000.00
Subcontractor	DND Electric	Highway Safety	Rozco Landscaping	Arteaga		
Type of Work	Directional Drilling	Traffic Control	Landscaping	Landscape		
Subcontract Price	3,719.14	9,035.68	10,667.56	11,831.00		
Amount Uncompleted	0.00	4,872.86	1,445.75	11,831.00		
Subcontractor	Quality Saw	Maintenance Coatings		Grace Masonry		
Type of Work	Sawcutting	Striping		Rail		
Subcontract Price	3,146.50	2,700.00		80,054.00		
Amount Uncompleted	3,146.50	0.00		80,054.00		
Subcontractor		Metromex		Hecker & Company		
Type of Work		Asphalt		Electrical		
Subcontract Price		13,842.57		24,530.00		
Amount Uncompleted		9,656.93		12,755.00		
Subcontractor		Northern		Highway Safety		
Type of Work		Impact Attenuator		Traffic Control		
Subcontract Price		18,422.00		18,950.85		
Amount Uncompleted		0.00		13,186.61		
Subcontractor		Visu-Sewer of IL		Northern		
Type of Work		Sewer Cleaning		Fence & Guardrail		
Subcontract Price		1,592.20		11,847.90		
Amount Uncompleted		1,592.20		7,657.35		
<b>Total Uncompleted</b>	<b>268,627.63</b>	<b>28,269.10</b>	<b>7,060.60</b>	<b>432,877.91</b>	<b>16,442.00</b>	<b>15,337.00</b>

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

Part III. Work Subcontracted to Others

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

	8 (420)	9 (422)	9 Cont.	10 (423)	11 (424)	12 (425)
Subcontractor	AC Iron	Peter Baker & Son	Maintenance Coatings	Area Equipment	AC Iron	S&J Construction
Type of Work	Reinforce Steel & Beam Erect	HMA Paving	Pavement Marking	Struct Steel	Shear Studs / Reinforcing	Precast Beam Erection
Subcontract Price	87,296.53	48,985.60	2,980.00	165,520.00	17,506.00	80,494.00
Amount Uncompleted	46,740.28	1,500.00	0.00	3,500.00	17,506.00	80,494.00
Subcontractor	Pine Waterproofing	F Espinoza	R & E Midwest	Smith Maintenance	Atlantic Painting	Il in One
Type of Work	Waterproofing	Landscaping	Waterproofing	Traffic	Painting	Reinforcing
Subcontract Price	5,655.97	15,265.75	8,100.00	13,000.00	12,277.50	390,909.10
Amount Uncompleted	0.00	6,919.17	0.00	0.00	12,277.50	390,909.10
Subcontractor		Highway Safety		Atlantic Painting		Atlantic Painting
Type of Work		Traffic Control		Painting		Conc Staining
Subcontract Price		8,388.90		204,037.50		158,969.45
Amount Uncompleted		3,163.90		24,397.50		156,969.45
Subcontractor		Paul Herrera		IWS		Hayward Baker
Type of Work		Flatwork		Epoxy Crack Injection		Tie Backs
Subcontract Price		4,380.00		29,820.00		254,000.00
Amount Uncompleted		0.00		1,950.00		254,000.00
Subcontractor		Il in One		AC Iron		Pine Waterproofing
Type of Work		Reinforcing Steel		Rebar		Waterproofing
Subcontract Price		46,024.81		15,904.00		19,345.92
Amount Uncompleted		399.20		0.00		19,345.92
Subcontractor		McGinty Bros				
Type of Work		Tree Removal				
Subcontract Price		9,480.00				
Amount Uncompleted		1,468.80				
Subcontractor		Northern				
Type of Work		Fence & Guardrail				
Subcontract Price		35,598.03				
Amount Uncompleted		35,598.03				
Total Uncompleted	46,740.28	49,049.10	0.00	29,847.50	29,783.50	901,718.47

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

Part III. Work Subcontracted to Others

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

	13 (427)	13 Cont.	14 (428)	14 Cont.	15 (430)	16 (431)
Subcontractor	3D Company	Slussers	Walsh & Kelly	3D Company	Javalina	Clausen
Type of Work	Drainage	Landscaping	Asphalt	Video Inspect	Asphalt	Str Erection
Subcontract Price	47,300.37	60,901.92	60,763.44	1,881.00	5,873.90	202,967.00
Amount Uncompleted	45,865.37	60,901.92	57,862.04	1,881.00	4,356.00	202,967.00
Subcontractor	Gateway	James Drew	Traffic Control Specialists		Walsh & Kelly	Quality Saw
Type of Work	Struct Steel	Fence & Guardrail	Traffic Control		Curb & Gutter	Grooving
Subcontract Price	354,946.90	678,211.65	8,339.40		68,820.60	102,517.40
Amount Uncompleted	121,000.00	637,008.65	6,128.15		60,808.10	102,517.40
Subcontractor	AC Iron	Spanos	Slussers		T & J Landscaping	American Conc Restoration
Type of Work	Shear Studs / Rebar / Tie Bars	Painting	Landscaping		Landscaping	Epoxy/Mortar Repair
Subcontract Price	798,115.80	92,000.00	43,942.29		11,748.00	533,760.00
Amount Uncompleted	545,457.27	34,500.00	43,942.29		9,558.00	304,509.00
Subcontractor	K&S Markers	Capital Industrial Coatings	Russells Tree Care		C-Tech	II In One
Type of Work	Pvmt Marking	Metallizing	Tree Removal		Fence & Guardrail	Reinforcing Steel
Subcontract Price	10,514.00	756,250.00	10,000.00		36,820.00	1,179,697.05
Amount Uncompleted	7,014.00	756,250.00	0.00		36,820.00	946,605.00
Subcontractor	Walsh/Kelly	Traffic Control Specialists	Fort Wayne Reinforcing		Fort Wayne Reinforcing	Atlantic
Type of Work	HMA Paving	Traffic Control & Pvmt Marking	Rebar Erect		Rebar Erect	Painting & Sealer
Subcontract Price	547,435.85	223,704.49	27,774.55		30,411.84	911,472.17
Amount Uncompleted	408,058.99	150,811.43	27,774.55		0.00	581,370.41
Subcontractor	Blakley	Pioneer	C-Tech		Traffic Management	Javalina
Type of Work	Conc Repair	Temp Barr Wall	Guardrail		Traffic Control	Milling
Subcontract Price	169,122.00	167,106.00	46,139.00		8,889.80	58,584.87
Amount Uncompleted	159,822.00	48,172.00	46,139.00		4,347.80	21,141.73
Subcontractor	Bancroft	MAMCO	CE Hughes			Hydro-Technologies
Type of Work	Electrical	Cold Milling	Milling Asphalt			Hydro Scarification
Subcontract Price	188,878.50	26,745.33	3,893.82			439,989.25
Amount Uncompleted	90,450.50	7,500.00	3,893.82			76,718.00
<b>Total Uncompleted</b>	<b>1,377,668.13</b>	<b>1,695,144.00</b>	<b>185,839.85</b>	<b>1,881.00</b>	<b>115,889.90</b>	<b>2,235,826.54</b>

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

Part III. Work Subcontracted to Others

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

	17 (432)	17 Cont.	18 (434)	19 (435)	20 (438)	21 (437)
Subcontractor	Curran	Area Equipment	American Conc Restoration	AC Iron	AC Iron	Clausen
Type of Work	Asphalt	Str Erection	Epoxy / Mortar Repair	Rebar/Shear Studs	Rebar Install	Precast Beam Erection
Subcontract Price	119,447.91	139,800.00	999,999.00	22,700.00	41,330.55	230,454.00
Amount Uncompleted	100,000.00	139,800.00	575,120.05	22,700.00	41,330.55	230,454.00
Subcontractor	Access Control Company		Atlantic Painting	TBD	TBD	AC Iron
Type of Work	Fence & GR		Painting	Painting	Painting	Reinforcing
Subcontract Price	175,045.10		259,849.05	14,000.00	15,104.00	613,288.00
Amount Uncompleted	175,045.10		259,849.05	14,000.00	15,104.00	613,288.00
Subcontractor	Tough Cut		Javelina	TBD	TBD	Hecker & Co
Type of Work	Grooving & Sawing		Grooving	Hauling	Hauling	Electric
Subcontract Price	12,126.00		33,134.00	4,500.00	31,729.00	697,542.50
Amount Uncompleted	12,126.00		33,134.00	4,500.00	31,729.00	668,292.50
Subcontractor	Landscapes by Gary Weiss		Tough Cuts			Carrera
Type of Work	Landscaping		Sawing			Flatwork
Subcontract Price	75,983.40		64,807.00			26,145.00
Amount Uncompleted	42,000.00		64,807.00			26,145.00
Subcontractor	Clausen		AC Iron			Clean Cut
Type of Work	Rebar Supply & Erecting		Rebar Supply & Erecting			Tree Removal
Subcontract Price	288,555.70		493,021.02			68,600.00
Amount Uncompleted	288,555.70		323,602.02			18,213.00
Subcontractor	Maintenance Coatings		Area Equipment			Trine Construction
Type of Work	Striping		Structural Erection			Sewer
Subcontract Price	7,181.10		114,900.00			369,555.68
Amount Uncompleted	7,181.10		73,040.00			338,152.00
Subcontractor	Highway Safety					Arteaga
Type of Work	Traffic & Signs					Landscaping
Subcontract Price	21,277.00					225,696.50
Amount Uncompleted	14,797.00					203,121.50
<b>Total Uncompleted</b>	<b>639,704.90</b>	<b>139,800.00</b>	<b>1,329,552.12</b>	<b>41,200.00</b>	<b>88,163.55</b>	<b>2,095,668.00</b>

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



Part III. Work Subcontracted to Others

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

	21 Cont.	22 (440)	23 (441)	24 (443)	25 (444)	26 (Pending)
Subcontractor	Geo-Cell Midwest	Atlantic Painting	ACR	Rieth Riley	none	TBD
Type of Work	Lightweight Cellular Fill	Painting	Repair	Asphalt		
Subcontract Price	80,480.00	201,469.20	256,890.00	928,064.00		
Amount Uncompleted	74,480.00	201,469.20	256,890.00	928,064.00		
Subcontractor	Traffic Control & Protection	Pine Waterproofing	Atlantic	Hawk Electric		
Type of Work	Traffic Control	Waterproofing	Paint	Electrical		
Subcontract Price	668,886.33	19,430.10	188,656.00	272,000.00		
Amount Uncompleted	668,886.33	19,430.10	188,656.00	272,000.00		
Subcontractor	Kujo	Gateway Erectors	Rebar TBD	TBD		
Type of Work	Fence & Guardrail	Erect Reinforcing	Rebar TBD	SIP Metal Deck		
Subcontract Price	104,514.82	133,218.00	6,000.00	66,000.00		
Amount Uncompleted	93,316.80	133,218.00	6,000.00	66,000.00		
Subcontractor	AK Underground			TBD		
Type of Work	Sewer Cleaning			Rebar		
Subcontract Price	2,614.00			540,000.00		
Amount Uncompleted	2,614.00			540,000.00		
Subcontractor	Quality Saw			TBD		
Type of Work	Grooving & Sawing			Signs		
Subcontract Price	23,063.00			31,000.00		
Amount Uncompleted	23,063.00			31,000.00		
Subcontractor	AC Pavement			Traffic Control Spec		
Type of Work	Striping			MOT		
Subcontract Price	45,538.25			76,000.08		
Amount Uncompleted	45,538.25			76,000.08		
Subcontractor	Plote			TBD		
Type of Work	Earthwork, Asphalt, Paving			Misc		
Subcontract Price	4,843,651.00			695,316.00		
Amount Uncompleted	4,831,851.00			695,316.00		
<b>Total Uncompleted</b>	<b>5,539,749.38</b>	<b>354,117.30</b>	<b>451,546.00</b>	<b>2,608,380.08</b>	<b>0.00</b>	<b>0.00</b>

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

Subscribed and sworn to before me

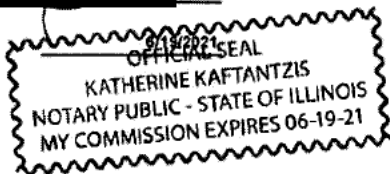
This 7<sup>th</sup> Day of December 2018.

Type or Print Name Tod W. Faerber President  
 Officer or Director Title

Signed \_\_\_\_\_

Company Dunnet Bay Construction  
 Address 115 North Brandon Drive  
Glendale Heights, IL 60139

Notary Public  
 My commission expires:  
 (Notary Seal)



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

**1. POLICY STATEMENT**

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

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

**2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

### 3. CONTRACTOR ASSURANCE

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

### 4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of 18% 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: 12/6/2018  
 Contact Name: Tod Faerber  
 Contractor Company Name: Dunnet Bay Construction Co.  
 From: Lynnette Robinson  
 DBE Project Specialist

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

Subject: **DBE Plan Review**      **Date Original Plan Submitted:** 12/6/2018      **Revision #** 0  
**Contract #** RR-18-4441      **Established DBE Goal:** 18.00 %  
**Contract Description:** Noise Abatement Wall Construction - North Tri-State Tollway (I-294) - Southbound over Central Road at Mile Post 46.1 - Northbound over Ballard Road at Mile Post 44.9.

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		\$1,553,762.20					
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Archon Construction Co Inc	SB	WBE	Sewer	\$31,575.00	\$31,575.00	2.03 %	City of Chicago	F	Caucasian
Clausen Structures, Inc.	SB	DBE	Rebar Supply/Erect	\$132,370.00	\$132,370.00	8.51 %	IDOT	F	Caucasian
Paul Herrera Construction Company Ltd.	SB	D/MBE	Flatwork	\$13,066.00	\$13,066.00	0.84 %	IDOT	M	Hispanic
S & J Construction Co., Inc.	SB	D/MBE	Structural Steel Erect	\$43,132.00	\$43,132.00	2.77 %	City of Chicago	F	Caucasian
Smith Maintenance Company	SB	D/MBE	MOT	\$10,000.00	\$10,000.00	0.64 %	IDOT	M	African American
Smith Maintenance Company	Supplier	D/MBE	Supply Pymt Marking Tape	\$7,069.50	\$4,241.70	0.27 %	IDOT	M	African American
Terrell Materials Corporation	SB	D/MBE	Noisewall Mfg	\$49,787.50	\$49,787.50	3.20 %	IDOT	M	African American
<b>Total # of subcontractors: 7</b>			<b>TOTAL</b>	<b>\$287,000.00</b>	<b>\$284,172.20</b>	<b>18.28 %</b>			
<b>Total # of subcontractors: 6</b>			<b>Total %</b>	<b>18.47 %</b>	<b>18.28 %</b>				





Wisconsin Tollway

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # RR-18-4441

DBE FIRM NAME: Archer Construction Co. Inc.  
CIRCLE ALL THAT APPLY:  DBE  MBE  WBE  SDB

PRIME: \_\_\_\_\_ JV PARTNER: \_\_\_\_\_ SUBCONTRACTOR:  TIER 2 OR BELOW:  Y  N UNDER CONTRACT TO: \_\_\_\_\_

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

CHECK ALL THAT APPLY: \_\_\_\_\_ SUPPLIER: \_\_\_\_\_ MANUFACTURER: \_\_\_\_\_

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as how apparent bidder to construct tollroad@wisconsin.com. If additional space is needed, complete an additional form(s) for the firm or attach a detached 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 (reduce to 50% of contract amount if firm is a SUPPLIER)	TOTAL DBE CREDIT AMOUNT (\$)
	See Attached					
<b>TOTALS FOR THE DBE FIRM:</b>				31,575.00		

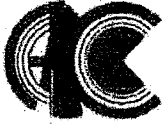
\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #15671010, will not be approved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

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subvented 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. Beneficial listed above and to associate a contract to that effect with the Prime Contractor. The undersigned further understands that NO QUANTITIES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereof must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature for Prime Contractor: [Redacted] Date: 12/6/18  
 Contact: Catha Katerwitz  
 Title: Bus. Admin  
 Signature for Subcontractor: [Redacted] Date: 12-06-18  
 Contact: Dominic Fardolosa  
 Title: President  
 Firm Name: Archer Const. Co Inc  
 Address: 630 985-0015  
 Phone: 503 N. Astor St S3  
 City: Addison IL 60101  
 Contract # 00139 DBE-13  
 Contract No RR-18-4441





# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

*"A CERTIFIED Woman's Business Enterprise"*

*"An Equal Opportunity Employer"*

December 5, 2018

All interested Bidders

Attn: Estimator/ Project Manager

RE: ISTHA 4441  
Cook County, Illinois

Gentlemen and or Ladies,

Please review our proposal for the storm sewer improvements to the above referenced project. Please feel free to call us with any questions.

Good luck with your bid.

We do not include the following items:

- 1) Layout and or engineering
- 2) CCDD Testing
- 3) Permits Bonds or Fees
- 4) Sales and Use Taxes
- 5) Excessive dewatering or Tight Sheeting
- 6) Saw Cutting Pavement
- 7) Traffic Control and Protection

We do include the following items:

- 1) All necessary Mobilizations
- 2) Flaggers when needed
- 3) Daily Safety Visit from in house Safety Inspector
- 4) Clean Spoil from Site (Approx 47 CY ) If GC hauls spoil and supplies dump at no cost to Archon, we will load his trucks, while we are on site, at no charge and credit our proposal \$ 2,000.00.

Thank you,

Dominic Fiordiroso  
Heavy and Highway Construction Manager  
Archon Construction Co., Inc.



Vendor Information

CLOSE WINDOW 

 HELP

**Vendor Information**

Business Name           **Archon Construction Co., Inc.**  
Owner                   **Leta Loizzo**  
Address                 **563 South Route 53**  
          > [Map This Address](#)       **Addison, IL 60101-4211**  
Phone                  **630-495-0015 Ext. 109**  
Fax                     **630-620-1295**  
Email                  **[leta@archononline.com](mailto:leta@archononline.com)**  
Website                **<http://www.archononline.com>**

**Certification Information**

Certifying Agency       **City of Chicago**  
Certification Type       **WBE - Women Business Enterprise**  
Certification Date       **3/8/2018**  
Renewal Date            **2/28/2019**  
Expiration Date         **2/28/2021**  
Certified Business Description   **237210 Land subdividing and utility installation (e.g., electric, sewer and water)**

**Commodity Codes**

Code	Description
NAICS 237210	Land subdividing and utility installation (e.g., electric, sewer and water)

**Additional Information**

[Customer Support](#)

[Print This Page](#)



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # **IR-18-4441**

DBE FIRM NAME: **Clausen Structures, Inc.**  
CHECK ALL THAT APPLY: DBE  MBE  WBE  SBA (RFI)

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER   
CHECK ALL THAT APPLY:  
SUBCONTRACTOR: TIER 1 (SUB TO PRIME):  Y  N TIER 2 OR BELOW:  Y  N UNDER CONTRACT TO:

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

PAY ITEM NO.	DESCRIPTION (Indicate whether furnish only or both furnish and install)	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Indicate in dollar amount and percent if firm is a SUBCONTRACTOR)
50800205	Furnish & Place Epoxy Rebar	82,040 LB	1.25	\$102,550.00		
J1420040	Bridge Approach Slab Partial (F&I Epoxy Rebar)	22,140 LB	1.25	\$27,675.00		
J1637032	Concrete Barrier Base for SF Barrier Partial (F&I Epoxy Rebar)	1,500 LB	1.43	\$2,145.00		
<b>TOTALS FOR THIS DBE FIRM:</b>				<b>\$132,370.00</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 #5671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

**Signature for Prime Contractor** [Redacted] **Title** Business Administrator **Date** 12/6/18  
**Contact:** Katina Kaffantzis

**Firm Name:** Dunnet Bay Construction Company  
**Email:** katina@dunnetbay.net  
**Phone:** 630-539-1200  
**Address:** 115 N Brandon Dr., Glendale Heights, IL 60139

**Signature for DBE Contractor** [Redacted] **Title** President **Date** 12/6/18  
**Contact:** Christina Clausen

**Firm Name:** Clausen Structures  
**Email:** Christina@clausenstructures.com  
**Phone:** 630-257-6969  
**Address:** 1515 Canal Street, Lockport, IL 60441

DBE - 13 CONTRACT # **IR-18-4441** Contract No 1-18-4441

# Unified Certification Program - Search

Contractor Details

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

[Print](#)

## **Clausen Structures, Inc.**

Christina Clausen  
1515 Canal St.  
Lockport, IL 60441

**County:** Cook

**Email:** [Christina@clausenstructures.com](mailto:Christina@clausenstructures.com)

**Phone:** (630) 947-4166

**Fax:** (630) 257-6965

**Categories:** Construction

### **NAICS**

237310-Highway, Street, &  
Bridge Construction

238120-Structural Steel &  
Precast Concrete  
Construction

### **Speciality**

237310- STEEL,  
REINFORCING - REBAR  
PLACEMENT

STEEL, STRUCTURAL -  
ERECTION

STRUCTURAL STEEL &  
PRECAST BRIDGE BEAM  
ERECTION

238120- STEEL,  
REINFORCING - REBAR  
PLACEMENT (VERTICAL)



Illinois Tollway  
Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # 22P-18-4441

DBE FIRM NAME: Paul Herrera Construction Co. Ltd.  
CIRCLE ALL THAT APPLY: DBE  WBE  SBA  M/W

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

PAY ITEM NO.	DESCRIPTION: indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 50% of contract amount if firm is a SUPPLIER)
48306100	PCC Shoulders 60"	47 SY	165.00	7,755.00		
51000020	Gutter G-3	44 FT	61.50	2,706.00		
51000030	Gutter G-3 Modified	37 FT	71.00	2,627.00		
TOTALS FOR THIS DBE FIRM:				13,088.00		

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

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

Signature for Prime Contractor: [Redacted] Business Administrator 12/6/18  
Contact: Katina Kafantzis  
From Name: Dunnet Bay Construction Company  
Email: katina@dunnetbay.net  
Phone: 630-539-1200  
Address: 115 N. Brandon Dr., Glendale Heights, IL 60139

Signature for DBE Contractor: [Redacted] President 12/6/18  
Contact: Esmeralda Venegas  
From Name: Paul Herrera Construction Co. Ltd.  
Email: pvenegasconstruction@gmail.com  
Phone: 815-518-1035  
Address: 24520 Harmony Rd. Marengo, IL 60152

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

**Paul Herrera  
Construction  
Company Ltd.**

Paul Herrera  
24520 Harmony Rd.  
Marengo, IL 60152-0000

**County:** McHenry

**Email:** [pherreraconstruction@gmail.com](mailto:pherreraconstruction@gmail.com)

**Phone:** 815-568-6375

**Fax:** 815-568-8078

**Categories:** Construction

**NAICS**

238110 - Poured Concrete  
Foundation and Structure  
Contractors

238140 - Masonry  
Contractors

**Speciality**

NAICS 238110 Concrete  
Contractors NAICS 238140  
Masonry contractors

CONTRACT # RR-18-4441

S&J Construction Co., Inc.

DBE FIRM  
 DBE FIRM  
 DBE FIRM  
 DBE FIRM

PROJECT # \_\_\_\_\_ CONTRACT VALUE (DOLLARS) \_\_\_\_\_  
 CONTRACT TYPE \_\_\_\_\_ CONTRACT START DATE \_\_\_\_\_ CONTRACT END DATE \_\_\_\_\_  
 CONTRACT NUMBER \_\_\_\_\_ CONTRACT VALUE (DOLLARS) \_\_\_\_\_

This form must be completed for EACH subcontractor business participating in the DBE Utilization Plan. This form is due to the Trolley by 5:00 pm on the fifth calendar day after notification to the prime by the Trolley on their agreement holder to construction@ishahighway.com. If additional space is needed, complete an additional form for the firm or attach a detailed memorandum on the DBE firm company letterhead.

DBE FIRM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK #	TOTAL DBE CONTRACT (\$)
50400905	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE BEAMS, 42 IN (INSTALL ONLY)	182 FT	226.00	\$41,132.00		
52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	2 EA	200.00	\$400.00		
52100530	ANCHOR BOLTS, 1 1/4"	8 EA	200.00	\$1,600.00		
<b>TOTALS FOR THIS DBE FIRM:</b>				<b>\$43,132.00</b>		

Contracting work must 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 labor items, including but not limited to maintenance items (M27232), 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. Provide pay items for any of the above items that are partial pay items, specifying exactly the type and amount of labor amount.

2. Compensation: The undersigned certifies that the information furnished is true and correct, and that the DBE listed below has agreed to perform a contractually-specified function in the work of the contract. The undersigned further understands that NO COMPANIES in this type or scope of work performed by the DBE may be used to perform the contract. The undersigned further understands that NO COMPANIES in this type or scope of work performed by the DBE may be used to perform the contract. The undersigned further understands that NO COMPANIES in this type or scope of work performed by the DBE may be used to perform the contract. The undersigned further understands that NO COMPANIES in this type or scope of work performed by the DBE may be used to perform the contract.

Signature: [Redacted] Title: Business Administrator Date: 12/06/18

Company: Dunnell Bay Construction Company

Address: 115 N. Brandon Dr., Glendale Heights, IL 60139

Contact: Simone Kaporovich Title: President Date: 12-05-2018

Address: 4245 156th Street Oak Forest, IL 60452



# Unified Certification Program - Search

Contractor Details

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

[Print](#)

**S & J Construction Co., Inc.**      **Email:** [skapovich@sjconst.com](mailto:skapovich@sjconst.com)  
**Simone Kapovich**      **Phone:** (708)-331-1816  
4245 166th St.      **Fax:** (708) 687-2135  
Oak Forest, IL 60452

**County:** Cook

**Categories:** Construction

<b>NAICS</b>	<b>Speciality</b>
237310-Highway, Street, & Bridge Construction	237310- WELDING SIGNING
238910-Site Preparation Contractors	STEEL, STRUCTURAL - ERECTION PRECAST & PRESTRESSED CONCRETE - HIGHWAY STEEL, REINFORCING - REBAR PLACEMENT BRIDGES - EXCEPT PAINTING
	238910- CAISSONS & PILE DRIVING DRILL SHAFT FOUNDATIONS



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT NO. RR-18-4441

DBE FIRM NAME  
ORDER ESTIMATE NO.

Smith Maintenance Company  
DBE USE Y/N SA Y/N

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

CONTRACT TYPE:  TRUCK  TRAILER  TRUCK AND TRAILER  OTHER   TRUCK  TRAILER  TRUCK AND TRAILER  OTHER

THIS FORM MUST BE COMPLETED FOR EXACT DISADVANTAGED BUSINESS PARTICIPATING IN THE DBE UTILIZATION PLAN. THIS FORM IS DUE TO THE TOLLS BY 5:00 PM ON THE FIFTH CALENDAR DAY AFTER NOTIFICATION TO THE PRIME BY THE TOLLS AS LOW APPLICANT BIDDER TO CONSTRUCTION@GETPASS.COM. IF ADDITIONAL SPACE IS NEEDED, COMPLETE AN ADDITIONAL FORM(S) FOR THE FIRM OR ATTACH A DETAIL INFORMATION ON THE DBE FIRM COMPANY LETTERHEAD.

ARTICLE NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$)
70900904	Paint Marking Tape TY 4" SUPPLY ONLY	9426	.75	7069.50	X	\$4,241.70
18701010	Maintenance of Traffic (Lane Closures Only)	5 ea	2000	10,000.00		
TOTALS FOR THIS DBE FIRM:				14,241.70		

\*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 815673010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for Prime Contractor:   
 Name: Katina Kafantzis  
 Title: Business Administrator 12/6/18  
 Company: Dunnet Bay Construction Company  
 Email: katina@dunnetbay.net  
 Phone: 630-539-1200  
 Address: 115 N. Brandon Dr., Glendale Heights, IL 60139

Signature for DBE Contractor:   
 Name: Michael Smith  
 Title: President 12/6/2018  
 Company: Smith Maintenance Company  
 Email: Mike@smithmaint.com  
 Phone: 312.733.4301  
 Address: 2221 W. Walnut, Unit #2 Chicago IL





SMITH MAINTENACE WILL BE A SUB ON THIS PROJECT

425 Miles Parkway

Bartlett, IL 60103

P: 630-497-3478

F: 630-339-0483

LETTING: 12/8/2018  
 CONTRACT #: RR-18-4441  
 COUNTY: COOK  
 LOCATION: I 294 OVER CENTRAL ROAD  
 ITEM #:

Mike Traficanti (630) 742-6526 cell  
 Felix Giammarino (224) 828-0248 cell

COMP DATE: 8/30/2019

\*\*QUOTED PER STAGE PER PLAN- M.O.T AND T.C&P BID AS A PACKAGE ANY CHANGES TO STAGED PLANS OR ADDITIONAL MOBILIZATION TO SPLIT STAGES HAS TO BE AGREED UPON AS AN A.U.P BEFORE ANY WORK IS IS PREFORMED

ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	unit PRICE	EXTENSION
70102620	TRAFFIC CONT AND PROT STD 701501	LS	1.00	1,000.00	1,000.00
70102622	TRAFFIC CONT AND PROT STD 701502	LS	1.00	1,000.00	1,000.00
70300904	PAVT MARKING TAPE TYPE 4 4 INCH	FOOT	9426.00	0.90	8,483.40
78200011	BARRIER WALL REFLEC TY C	EACH	32.00	6.00	192.00
X7030005	TEMP PVT MARK REMOVAL	SF	2454.00	0.30	736.20
JS701010	MAINTENANCE OF TRAFFIC	LS	1.00	22,500.00	22,500.00
JT701030	SUPPLEMENTAL BARRICADE	EA DAY	200.00	1.00	200.00
JT701031	SUPPLEMENTAL SIGN	SF	50.00	20.00	1,000.00
JT701032	SUPPLEMENTAL ARROWBOARD	EA DAY	4.00	20.00	80.00
JT701033	SUPPLEMENTAL ARROWBOARD	EA WEEK	2.00	50.00	100.00
JT701034	SUPPLEMENTAL ARROWBOARD	EA MONTH	10.00	125.00	1,250.00
JT701035	SUPPLEMENTAL MOT	DAY	15.00	250.00	3,750.00
	PORT CHANGEABLE MESS SIGN	DAY	4.00	150.00	600.00
JT701210	PORT CHANGEABLE MESS SIGN	WEEK	2.00	600.00	1,200.00
JT701220	PORT CHANGEABLE MESS SIGN	MONTH	10.00	1,000.00	10,000.00
JT701052	TEMP INFO SIGNING GROUND MORE 24	SF	148.00	20.00	2,960.00
JT783005	WATER BLAST WITH RECOVER	SF	2261.00	1.05	2,374.05
				<b>Total</b>	<b>\$ \$57,425.85</b>

Price include 1 temp lane closure equipment for below for contractors use.  
 Does not include any temp closures

**PRICE DOES NOT INCLUDE:**

- Temporary lane closures, Temp Fence, Delineator tubes or post, Sign coring, plating, welding, sediment control
- Responsibility for removing, relocating, storing, covering or replacing existing signage, lighting
- Temporary access drives, Temp signals, aggregate work, R X R insurance, erosion control, weaves, temp attenuators
- Removal or obliteration of conflicting pvt markings using water blasting, temp closures for striping, Drainage issues
- Barrier Wall, Attenuator or bases, Surveillance, Wall reflectors, Message centers, wedges, Permits, temp striping
- Insurance limits \$1,000,000 G/L and \$5,000,000 Umbrella, fall protection, ADA work equipment, afads, Flaggers

**PRICE FOR TEMPORARY LANE CLOSURES:**

**PRICES DO NOT INCLUDE FULL WEEKEND CLOSURES**

1-Lane, 1- Direction, for up to 1 Mile	EACH	\$2,000.00
2-Lane, 1- Direction, for up to 1 Mile	EACH	\$2,300.00
Local lane closure	EACH	\$750.00
Shoulder closure up to 1/2 Mile	EACH	\$800.00
(\$75.00 for each additional 1/2 mile)		

\*\*\* Length is measured from beginning of 1st taper

\*\*\*\*\* This quote is valid for 60 days

# Unified Certification Program - Search

Contractor Details

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

[Print](#)

**Smith Maintenance Company** Email: [mike@smithmaint.com](mailto:mike@smithmaint.com)

Phone: (312) 733-4301

Michael Smith Fax: (312) 733-4601

2221 W. Walnut St., Ste.

2

Chicago, IL 60612

County: Cook

Categories: Construction, Supplier

## NAICS

## Speciality

237130-Power and Communication Line and Related Structures	237130- UNDERGROUND UTILITIES
237310-Highway, Street, & Bridge Construction	237310- MISC: TRAFFIC CONTROL EQUIPMENT RENTAL
237990-Other Heavy and Civil Engineering Construction	EXCAVATING & GRADING - CONSTRUCTION
423990-Other Miscellaneous Durable Goods Merchant Wholesalers	<del>SUPPLIER MATERIALS</del> <del>TRAFFIC CONTROL</del>
561990-All Other Support Services	DEMOLITION - CONSTRUCTION PAVEMENT PATCHING SIGNING
	237990- DRAINAGE 423990- SUPPLIER: MATERIALS: SIGNS <del>561990- TRAFFIC CONTROL</del>

Certification: View

Help & Tools 

## Certification List

**Vendor Information**

Business Name	Smith Maintenance Company
VendorID	20069510
Primary Owner's Name	Mr. Michael Smith
Company Type	Corporation
Ethnic Group	African American
Gender	Male

**Certification Information**

Certifying Agency	City of Chicago
Certification Type	MBE - Minority Business Enterprise
Effective Date	2/8/2018
Renewal Date	2/1/2019

**Contact Information**

Main Company Email	mike@smithmaint.com
Main Phone	312-733-4301
Main Fax	312-733-4601
Main Company Website	<a href="http://www.smithmaint.com">http://www.smithmaint.com</a>

**Addresses**

Physical Address	2221 W WALNUT STREET Suite #2 Chicago, IL 60612
Mailing Address	2221 W WALNUT STREET Suite #2 Chicago, IL 60612

**Business Capabilities**

Business certified for	NAICS 237110 Distribution line, sewer and water, construction NAICS 238350 Carpentry work (except framing) NAICS 238990 Asphalt coating and sealing, residential and commercial parking lot and driveway NAICS 561720 Janitorial services NAICS 561720 Window cleaning services NAICS 561790 Parking lot cleaning (e.g., power sweeping, washing) services <del>NAICS 561990 Flagging (i.e., traffic control) services</del> NAICS 237310 Parking lot marking and line painting (not listed in C-2) NAICS 237110 Utility line (i.e. sewer, water) construction (not listed in C-2) NAICS 237110 Water main and line construction (not listed in C-2)
Full Description of Capabilities/Products	NAICS 237110 Distribution line, sewer and water, construction NAICS 238350 Carpentry work (except framing) NAICS 238990 Asphalt coating and sealing, residential and commercial parking lot and driveway NAICS 561720 Janitorial services NAICS 561720 Window cleaning services NAICS 561790 Parking lot cleaning (e.g., power sweeping, washing) services NAICS 561990 Flagging (i.e., traffic control) services

CONTRACT # 22-18-441

DBE FIRM NAME: Terrill Materials Corporation  
 DBE FIRM TYPE: DBE DBE SIZE: DBE DBE NAICS: DBE

PRIME: NO SUBCONTRACTOR: NO TRUCKER: NO SUPPLIER: NO MANUFACTURER: NO

SUBCONTRACTOR: NO ITEM 1 (SEE TO PAGE): Y N ITEM 2 (SEE BELOW): Y N UNDER CONTRACT TO: NO

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as to how apparent bidder to contract awarded (partners.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	DBE FIRM CREDIT AMOUNT (\$)
1	Performance Based Noise Abatement Wall (Contractor's Choice)	1 Lump Sum	49,787.50	49,787.50		
TOTALS FOR THIS DBE FIRM:				49,787.50		

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those pay items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item 8567.010, will not be approved within the DBE Utilization Plan. NOTE that those items are not included in the determination of the DBE goal percentage.

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

2. **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 herein 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 the 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 any 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: Business Admin 12/16/18  
 Name: Kathina Kofantaris  
 Title: Business Admin  
 Company: Duaneet Day Construction Company  
 Address: Kathina@duaneday.net  
 Phone: 630.539.1200  
 Address: 15 N. Brandon Dr. Huntedale, IL 60139

Signature for DBE Contractor: President 4/20/18  
 Name: Artieck Terrill  
 Title: President  
 Company: Terrill Materials Corporation  
 Address: Artieck@terrillmaterials.com  
 Phone: 847-635-8530  
 Address: Renton W. Hyattsville, MD 20784, IL 60018

# Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

[Print](#)

## Terrell Materials Corporation

Patrick C. Terrell  
10600 W. Higgins Rd.,  
Ste. 300  
Rosemont, IL 60018

County: Cook

Email: [pterrell@terrellmaterials.com](mailto:pterrell@terrellmaterials.com)

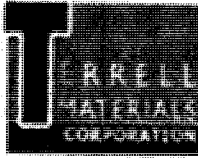
Phone: (847) 635-8530

Fax: (847) 635-7392

Categories: Construction, Professional, Supplier

NAICS	Specialty
236220-Commercial and Institutional Building Construction	236220- CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
237110-Water and Sewer Line and Related Structures Construction	237110- MISC: SEWER MAINTENANCE & REHABILITATION
237310-Highway, Street, & Bridge Construction	237310- EXCAVATING & GRADING - CONSTRUCTION
327320-Ready-Mix Concrete Manufacturing	SUPPLIER:RECYCLED CONSTRUCTION MATERIALS CONSTRUCTION MANAGEMENT
327390-Other Concrete Product Manufacturing	327320- SUPPLIER: CONCRETE 327390- MANUFACT.: SUPPLIER: MISC: PRECAST CONCRETE





11/30/2018

Project Name/Delivery Address  
ISTHA 4441

*We are pleased to offer you the following precast concrete manufacturing proposal:  
TERRELL MATERIALS IS A CERTIFIED DBE MANUFACTURE--ALL ITEMS ARE ELIGIBLE FOR 100%  
DBE CREDIT*

Quantity	Item Description	Unit Price	Total
2,845 SQ FT	Precast Reflective Noise Wall (non-impact rated)	\$17.50/SQ FT	\$49,787.50

**Includes:** Fabricated/Galv posts, all painting, shop drawings, Lifting inserts, Epoxy Coated mesh or epoxy 706 Rebar, Form liner pattern, sprayed on Earth tone color stain.

Heaviest Pick will be approx. 18,000#'s

Largest Panel 10'x20'x4" thick

**Excludes:** Touch up paint, installation, rebar/concrete for 2' dia drilled Shafts with rebar, backer rod, structural caulk, shims.

**Delivery to Jobsite** – Contractor to unload at jobsite  
Full loads are required or additional charge will apply  
1 hour is allowed for unloading; \$175/hr for any time thereafter. Additional loads will be at additional charge.

Notes: Contractor to verify all quantities.

**Terms and Conditions:**

Proposals are good for 30 days from the date on the proposal. Payment is due in Net 15 Days. A 25% Production Deposit will be required at the time of order. If project is tax exempt contractor is responsible for supplying a tax-exempt form or 10.25% Tax will be applied in addition to the pricing above. Shipping and handling charges will be the responsibility of the contractor unless otherwise stated. Terms and Conditions of Terrell Materials apply.

Proposal Accepted by:

Proposal Submitted By:

Date:

Date:



CONTRACT # \_\_\_\_\_

DBE FIRM NAME \_\_\_\_\_ DBE MBE WBE SBA 8(A)

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

CHECK ALL THAT APPLY:

PRIME \_\_\_\_\_ JV PARTNER \_\_\_\_\_ SUBCONTRACTOR \_\_\_\_\_ TRUCKER \_\_\_\_\_ SUPPLIER \_\_\_\_\_ MANUFACTURER \_\_\_\_\_

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as 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 #15671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

**2. COMMITMENT:** The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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 \_\_\_\_\_

Contract \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

Signature for DBE Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contract: \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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



# DBE FORM 2023

## Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

If the DBE contract goal was not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the bid. Failure to do so may render the bidder's solicitation response non-responsive and cause it to be rejected, or render the bidder ineligible for contract award, at ISTHA's sole discretion. The bidder must provide all evidence relied upon in support of its Good Faith Efforts with its bid.

### Good Faith Efforts Checklist

Insert on each line below the initials of the authorized bidder representative who is certifying the bidder has completed the activities described below. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

\_\_\_\_\_ Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the bidder could perform those scopes with its own forces.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

- ILUCP DBE Directory:  
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>
- City of Chicago's M/WBE Directory:  
<https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
- County of Cook, IL's M/WBE Directory:  
<http://www.cookcountyil.gov/mbewbevbe-directory/>
- Small Business Administration's SBA 8(a) Directory:  
[http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.

\_\_\_\_\_ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.

\_\_\_\_\_ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

\_\_\_\_\_ Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

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

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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



# DBE FORM 2023

## Good Faith Efforts Contacts Log for Soliciting - DBE Participation: Form 2023 continued

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBEs. Duplicate as needed.

Name of DBE	Date and method of contact	Scope of work solicited	Reason agreement was not reached

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

**Print Name:** \_\_\_\_\_ **Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**FORM 2024 - DBE Trucking Reporting and Verification Form**

To be submitted to the CM by the prime contractor at 25%, 50%, 75% of contract completion, FINAL (Request for Release of Final Retainage)

**SECTION A: to be completed by Prime Contractor**

- (a) Contract Number \_\_\_\_\_
- (b) Prime Contractor Name \_\_\_\_\_
- (c) Contract Award Value \_\_\_\_\_
- (d) Amount Earned to Date \_\_\_\_\_
- (e) Percent Complete  Chose One
- (f) Reporting Period: \_\_\_\_\_ To \_\_\_\_\_

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

(h) \_\_\_\_\_ Signature of Prime Contractor Authorized Agent  
 \_\_\_\_\_ Date

(i) \_\_\_\_\_ Printed Name  
 \_\_\_\_\_ 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  
 \_\_\_\_\_ Date

(q) \_\_\_\_\_ Printed Name  
 \_\_\_\_\_ 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; font-size: small;"> <span>(25) – Printed Company Name</span> <span>(26) – Printed Name of Agent</span> </div>	
its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 & 2026.	
27	Title of Agent:
28	Signature of Agent:
28	Date of Signature:

**Payer / Preparer / Prime**

30	Name:
31	Title:
32	Email Address:
33	Phone No.:







## Capture Application Request for Log-in/Password

I, \_\_\_\_\_, \_\_\_\_\_  
(Print the name of signatory party) (Title)

request a **Login and Password** for the DBE/EEO Capture Application for

Construction Manager       Prime Contractor

(company name) \_\_\_\_\_.

**Request Type:**     New User – or --     I need to add or remove contracts from my existing ID.

My email address is: \_\_\_\_\_ (only for new user).

I have the responsibility to review DBE/EEO data for the Tollway on contract(s):

# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove
# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove	# _____ [ ] add    [ ] remove

Any party reviewing this DBE/EEO data must certify that they have the authority to provide the information contained therein and that the information is complete and accurate.

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

User Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Affidavit: <i>For and on behalf of</i> _____ (Printed Company Name)	
I, _____, its duly authorized agent with full power (Printed Name of Agent)	
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:**  
**[dbes@getipass.com](mailto:dbes@getipass.com)**

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

**3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:**

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

Women: at least 6.9 percent for all contracts.  
 Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is **19.60%**.

ILLINOIS COUNTY	CURRENT FEDERAL GOAL % FOR MINORITIES	ILLINOIS COUNTY	CURRENT FEDERAL GOAL % FOR MINORITIES
BOONE	6.3	LAKE	19.6
BUREAU	18.4	LASALLE	18.4
COOK	19.6	LEE	4.6
DEKALB	18.4	MCHENRY	19.6
DUPAGE	19.6	OGLE	4.6
GRUNDY	18.4	ROCK ISLAND	4.6
HENRY	4.6	STEPHENSON	4.6
IROQUOIS	18.4	WHITESIDE	3.4
KANE	19.6	WILL	19.6
KENDALL	18.4	WINNEBAGO	6.3

#### **4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:**

**AMERICAN INDIAN OR ALASKA NATIVE:**

Persons having origins in any of the original peoples of North and South American (including Central America), and who maintain tribal affiliation or community attachment.

**ASIAN:**

Persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**BLACK OR AFRICAN AMERICAN:**

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

**HISPANIC:**

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

#### **5. CONTRACT PERFORMANCE**

During the performance of this contract, the contractor agrees as follows, as required by the Illinois Department of Human Rights (IDHR) at 44 Ill. Admin. Code 750 (Appendix A):

- 5.1 That it will, upon receipt of "Notice of Intent" email as low apparent responsive/responsible bidder, submit EEO Form 1256, Workforce Projection if required by the "Notice of Intent".
- 5.2 That it will not discriminate against any protected category identified by law; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 5.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 5.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination of any protected category identified by law.
- 5.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the IDHR's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5.6 That it will submit reports as required by the IDHR's Rules, furnish all relevant information as may from time to time be requested by the IDHR or the Tollway, and in all respects comply with the Illinois Human Rights Act and the IDHR's Rules.
- 5.7 That it will abide by the audit clause of the contract.
- 5.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable

for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

5.9 That it will designate and make known to the Tollway an EEO Officer.

## **6. CALCULATING EEO PERFORMANCE, CREDIT TOWARDS THE USDOL OFCCP GOALS AND VETERAN PARTICIPATION FOR ILLINOIS EXECUTIVE ORDER 15-12:**

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

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

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

In addition to the timely submission of certified payroll required by the Prevailing Wage Act (820 ILCS 130) as required by the contract specifications, the Contractor must have submitted all certified payrolls for the Contractor and all subcontractors before the Contractor submits its request for the final release of retention and the final waiver of lien. No adjustments to certified payrolls will be accepted after the transmission of the final waiver of lien.

The contractor and each subcontractor shall permit its employees to be interviewed on the job, during working hours, by compliance personnel of the Tollway, IDHR or the Department of Labor regarding compliance with the terms of this Special Provision.

## **7. EEO FORM 0003 WORKFORCE ANALYSIS**

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

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically monthly and be up-to-date to through the last full month preceding the transmittal of each pay estimate. Failure to submit the EEO 0003 Report(s) electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

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

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

In the same manner as with other provisions of this contract, the Contractor will be responsible for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Tollway and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **9. GOOD FAITH EFFORT PROCEDURES:**

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

## **10. CORRECTIVE ACTION PLAN:**

The Corrective Action Plan must show that the Contractor made good faith efforts, taking all necessary and reasonable steps to achieve the stated EEO goals. Necessary and reasonable steps are those that could reasonably be expected to employ and retain a sufficient number of minority and female trade workers to meet or exceed the federally set EEO goals for the Illinois county in which work is performed.

Examples of Good Faith Efforts include, but are not limited to, the following:

- Establish and maintain a current list of minority, veteran and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its labor organizations have employment opportunities available, and maintain a record of the organizations' responses.
- Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a labor organization, a recruitment source or community organization.
- Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor.
- Disseminate the Contractor's EEO policy by providing notice of the policy to labor organizations and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs.
- Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

The Tollway will consider the quality, quantity and intensity of the kinds of efforts that the Contractor and its subcontractors have made throughout the life of the contract. Mere pro forma efforts are not good faith efforts; rather, the Contractor and its subcontractors are expected to have taken those efforts that would be reasonably expected of a Contractor and its subcontractors who are actively trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

#### **11. AMENDED CORRECTIVE ACTION PLAN:**

If the Tollway determines that the Contractor has not made a good faith effort to meet the EEO goals, the Tollway will notify the Contractor of that preliminary determination by contacting the responsible company official designated in the Corrective Action Plan. The preliminary determination will include a statement of reasons why a finding of insufficient good faith efforts has been made and may include additional good faith efforts that the Contractor could take to remedy the deficiency. The notification will designate a fifteen (15) business day period during which the Contractor may make additional efforts to demonstrate a good faith effort to meet the EEO goals. The Contractor is not limited by the Tollway's suggestions per Sections 9 and 10 of additional good faith efforts, but may take other actions in order to demonstrate good faith efforts to employ and retain additional minority and female trade workers on the project. The Contractor shall submit an amended Corrective Action Plan if additional employment commitments to meet the EEO contract goal are secured and/or to document its additional good faith efforts. If additional hiring commitments sufficient to meet the EEO contract goal are not secured, the Contractor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Contractor will be considered as part of the Contractor's good faith efforts. If the Contractor is not able to meet the EEO goal after making additional efforts, the Tollway will make a pre-final determination as to the good faith efforts of the Contractor and will notify the designated responsible Contractor official of the reasons for an adverse determination, if applicable.

#### **12. DETERMINATION OF NON-COMPLIANCE:**

If the Tollway determines that the Contractor has failed to make a good faith effort to meet the EEO goals on the contract, the Tollway will document its findings in a "Letter of Non-Compliance" that will become part of the procurement file maintained on the Contractor by the Tollway. The Letter may include a proposed sanction under Section 14 if the Contractor fails to take corrective action in a timely fashion. Upon a finding that a Contractor has failed to make good faith efforts to achieve the applicable EEO goals, the Tollway may exercise any appropriate sanction available to it under Section 14, including the revocation of the contract award to the Contractor and any other remedy available to the Tollway under its contract with the Contractor or by law.

#### **13. ADMINISTRATIVE RECONSIDERATION:**

The Contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request to the Tollway, Department of Diversity and Strategic Development, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: form0003wfa@getipass.com. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The Letter of Non-Compliance shall become final if the Contractor fails to submit a timely request for administrative reconsideration. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the

Tollway if a hearing is requested, explaining the basis for finding that the Contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the Contractor. A final decision that a good faith effort was not made shall render the Contractor in breach as non-compliant with its contract with the Tollway and may subject the Contractor to sanctions under Section 14.

**14. SANCTIONS:**

The Contractor's failure to achieve the EEO goals or to demonstrate good faith efforts towards meeting those goals may subject the Contractor to administrative sanctions. These sanctions include, but are not limited to, monetary sanctions, including non-release of retainage, liquidated damages, deeming the Contractor as non-responsible with respect to future business with the Tollway, and other reasonable sanctions as are permitted by law or equity. A Contractor's repeated failure to meet its EEO obligations on Tollway contracts can be grounds for the Tollway to not award future contracts to the Contractor.

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

**15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

**16. INACCURATE OR FRAUDULENT REPORTING:**

Contractors and subcontractors have a duty to accurately report information pursuant to this Special Provision. A Contractor or subcontractor who fails to supply accurate information may be subject to sanctions imposed by the Tollway under Section 14. A Contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

**17. OTHER REGULATIONS:**

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





**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**

---

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 **1%** 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.





Date: 12/6/2018  
 To: Contact Name: Tod W. Faerber  
 Contractor Company Name: Dunnet Bay Construction Co.  
 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)*

<b>Subject:</b>	<b>VOSB Plan Review</b>	<b>Date Original Plan Submitted:</b>	12/6/2018	<b>Revision #</b>	0
<b>Contract #</b>	RR-18-4441	<b>Established VOSB Goal:</b>	1.00 %		
<b>Contract Description:</b>	Noise Abatement Wall Construction - North Tri-State Tollway (I-294) - Southbound over Central Road at Mile Post 46.1 - Northbound over Ballard Road at Mile Post 44.9.				

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

Notes:

VOSB Plan as Submitted by apparent low bidder:		Contract Award Amount		\$1,553,762.20					
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Industrial Fence, Inc.	SB	VOSB	Fence/Guardrail	\$28,733.31	\$28,733.31	1.84 %	CMS	M	Hispanic
<b>Total # of subcontracts: 1</b>			<b>TOTAL</b>	<b>\$28,733.31</b>	<b>\$28,733.31</b>	<b>1.84 %</b>			
<b>Total # of subcontractors: 1</b>			<b>Total %</b>	<b>1.84 %</b>					



YES 1 (YES TO PRIME)  NO

YES 2 OR BELOW  YES  NO

UNDER CONTRACT NO:

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 to apparent bidder to construction@istha.org. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on VOSB firm company letterhead.

See attached quote.

TOTALS FOR THIS VOSB FIRM: 28,733.31

\*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 #05671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB goal percentage.

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

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereon must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB listed below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the 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.

Business Administrator 12/06/18

Katina Kaftantzis

Dunnet Bay Construction Company

katina@dunnetbay.net

630-539-1200

115 N. Brandon Dr., Glendale Heights, IL 60139

Industrial Fence Inc.

Mike Sadijeral

Industrial Fence Inc.

msadijeral@industrialfenceinc.com

773-521-9900

1300 S. Kilbourn Avenue Chicago, IL 60623

President 12/06/18

Mike Sadijeral

Industrial Fence Inc.

msadijeral@industrialfenceinc.com

773-521-9900

1300 S. Kilbourn Avenue Chicago, IL 60623

CONTRACTS

Contract No RR-18-4441

VOSB - 7

(Rev 04/2016)

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

GC: General Contractor

IFI Bid Proposal

Contact: Estimating

Estimate Date: 12/06/2018

Phone:

Work Order No: E18354

Email:

Project Name: ISTHA RR-18-4441

Description	Unit	Quantity	Unit Price	Total Price
<b>10 Chain Link Fence</b>				
J1664305 - Right Of Way Fence (ROW) Ty 1 6'	LF	195.00	27.93	5,446.35
J1664402 Fence to be Removed and Re-Erected	LF	30.00	49.85	1,495.50
<b>30 Guardrail</b>				
70600280 Impact Attenuator Temp (Severe Use Narrow) TL3	EA	1.00	13,958.90	13,958.90
J1630012 SPBGR Ty C 6' Post	LF	38.00	92.30	3,507.40
J1631130 Traffic Barrier Terminal Ty 6	EA	1.00	3,792.47	3,792.47
J1631140 Traffic Barrier Terminal Ty 10	EA	1.00	532.69	532.89

**Totals**

**\$28,733.31**

We would like to thank you for the opportunity to bid on this project. It has been a pleasure serving you. We express our sincere appreciation for your business. At Industrial Fence, Inc. we value your business and recognize the importance of service, quality and value.

**Exclusions:**

- Railroad, Professional Liability & Pollution Insurance
- Demo of existing fencing or footings
- No bonds, permits, licenses and/or fees
- Removal or install of Concrete Pads for Attenuator
- Survey / Layout
- No taxes included
- Multiple installations or removals
- Grading
- Traffic-Control
- Excessive Mobilization
- No Bituminous Shoulder Coring of FH (art. 630.06) FOR GUARDRAIL INSTALLATION\*\* (Core Drilling PER HOLE \$46.00 extra)
- No express or implied design build included to proposal.
- Additional Required Insurance Coverages
- Concrete removal or rock/hard ground drifting/coring
- No clearing or grubbing for fence removal or installation
- All work performed during regular work hours 7am to 3.30pm
- Widening of existing shoulder for construction of TBT Type 1 SPL
- QA-QC Testing & Inspection
- Grading or Restoration
- Unforeseen Conditions
- Liquidated & Unliquidated Damages
- Flagmen
- All work to be performed under normal conditions.
- Damages caused by motorists or other contractors
- Installation for Imbeds (cast by others)
- Damages caused by Unmarked Utilities
- Removal or install of Concrete/Asphalt Pad for Temporary/Permanent
- Per IDOT Section 708.06 Impact Attenuators Temporary, any Maintenance or Repairs to the Unit will be completed on T&M
- Indemnification for Contractor negligence or fault
- Hand Digging Utilities
- No Restoration included with Removal Items
- Exclude top Soil, pulverizing, asphalt, etc. for any steel plate beam guardrail adjustment.
- Attenuator rental is per project
- Normal wear & tear, weather, Dewatering, Snow Removal
- Concrete Lave Outs
- Lane closure

Vendor Information

CLOSE WINDOW [X]

Print

**Business & Contact Information**

Business Name **Industrial Fence, Inc.**  
 Owner **Mr. Miguel A. Saltijeral**  
 Address **1300 S. Kilbourn Ave**  
 > [Map This Address](#) **Chicago, IL 60623**  
 Phone **773-521-9900**  
 Fax **773-521-9904**  
 Email **[ruoti@industrialfenceinc.com](mailto:ruoti@industrialfenceinc.com)**  
 Website **<http://www.industrialfenceinc.com>**  
 Ethnicity **Hispanic**  
 Gender **Male**  
 County **Cook (IL)**

**Certification Information**

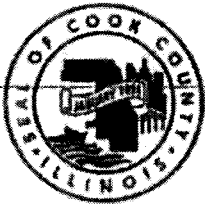
Certifying Agency **State of Illinois Central Management Services**  
 Certification Type **VOSB - Veteran Owned Small Business**  
 Renewal Date **7/22/2019**  
 Expiration Date **7/22/2019**  
 Certified Business Description **Fencing, Concrete or Rock, Bumper and Guard Rails, Poly, (See Class 570 for Metal Type), Fence Installation, Maintenance and Repair**

**Commodity Codes**

Code	Description
NIGP 33010	Fencing, Concrete or Rock
NIGP 66523	Bumper and Guard Rails, Poly. (See Class 570 for Metal Type)
NIGP 98815	Fence Installation, Maintenance and Repair

**Additional Information**

Region **Metro Chicago**



OFFICE OF CONTRACT COMPLIANCE  
**JACQUELINE GOMEZ**

DIRECTOR  
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**  
PRESIDENT  
Cook County Board  
of Commissioners

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

EDWARD M. MOODY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

June 13, 2017

Mr. Miguel A. Saltijeral, President  
Industrial Fence, Inc.  
1300 South Kilbourn Avenue  
Chicago, IL 60623

Re: Annual Certification Expires: June 13, 2018

Dear Mr. Saltijeral:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Veteran-owned Business Enterprise (VBE)** by Cook County Government. This certification is valid until **June 13, 2021**; however, you must re-validate your firms' certification annually. We are also in receipt of your request for an expansion of the area of specialty as a Cook County certified as an **MBE/VBE** by Cook County Government.

As a result of our review of your request and supporting documentation, an expansion of Certification is hereby granted to include **Construction - General Contractor: Installation Chain Link, Guardrail, Fencing, Railings & Miscellaneous Metals; and Construction Management; Fabrication/Manufacturer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings & Miscellaneous Metals; Regular Dealer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings and Related Products; & Low Voltage Electrical Work.** As a condition of continued Certification, you must file a No Change Affidavit within sixty (60) days prior to the date of your annual certification expiration of **June 13, 2021.**

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

**Construction - General Contractor: Installation Chain Link, Guardrail, Fencing, Railings & Miscellaneous Metals; and Construction Management; Fabrication/Manufacturer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings & Miscellaneous Metals; Regular Dealer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings and Related Products; & Low Voltage Electrical Work**

Your participation on County contracts will be credited toward MBE or VBE goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

As a condition of continued Certification during this five (5) year term, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Mr. Miguel A. Saltijeral, President  
Industrial Fence, Inc.

June 13, 2017

Page 2

Cook County Government may commence action to remove your firm as an **MBE/VBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

  
Jacqueline Gomez  
Contract Compliance Director

JG/tar





CONTRACT #

VOSB FIRM NAME, CIRCLE ALL THAT APPLY: VOSB, SDVOSB, TRUCKER, SUPPLIER, MANUFACTURER

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

Table with columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL VOSB CREDIT AMOUNT (\$)

TOTALS FOR THIS VOSB FIRM: \*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.

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...

Signature for Prime Contractor, Contract, Firm Name, E-mail, Phone, Address, Title, Date

Signature for VOSB Contractor, Contract, Firm Name, E-mail, Phone, Address, Title, Date



**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.





**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

**ILLINOIS TOLLWAY CONTRACT NO.:** RR-18-4441  
**CONTRACTOR/CONSULTANT NAME:** Dunnet Bay 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-18-4441

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	Mike Paine	630-539-1200	m.paine@dunnetbay.net
Bid Guaranty	Tod W. Faerber	630-539-1200	t.ferber@dunnetbay.net
DBE 2026	Tod W. Faerber	630-539-1200	t.ferber@dunnetbay.net
EEO Program	Tod W. Faerber	630-539-1200	t.ferber@dunnetbay.net
VOSB 2026	Tod W. Faerber	630-539-1200	t.ferber@dunnetbay.net
Financial Disclosures Forms A or Forms B	Tod W. Faerber	630-539-1200	t.ferber@dunnetbay.net
IDOT Certificate of Eligibility	Tod W. Faerber	630-539-1200	t.ferber@dunnetbay.net
Non-Collusion Affidavit - Page R4	Tod W. Faerber	630-539-1200	t.ferber@dunnetbay.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>  
(If hyperlink does not load, copy and paste the address into your web browser's address bar)

25.4 **VENDOR SUPPLEMENTAL PROVISIONS**


Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

Dunnet Bay 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.

Dunnet Bay Construction Company \_\_\_\_\_ hereby agrees to the exceptions provided by \_\_\_\_\_ and to the Additional Terms and Conditions provided by \_\_\_\_\_.

Agreed: Dunnet Bay Construction	Agreed:
By: Tod W. Faerber	By:
Signed: 	Signed:
Position: President ✓	Position:
Date: 12/06/18	Date:





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

**Date:** 12/06/2018

**Project Number:** RR-18-4441

**Project Name:** NOISE ABATEMENT WALL CONSTRUCTION

**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:** Dunnet Bay Construction Company

**Federal Employment Identification Number (FEIN):** [REDACTED]

**E-Mail:** tfaerber@dunnetbay.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.

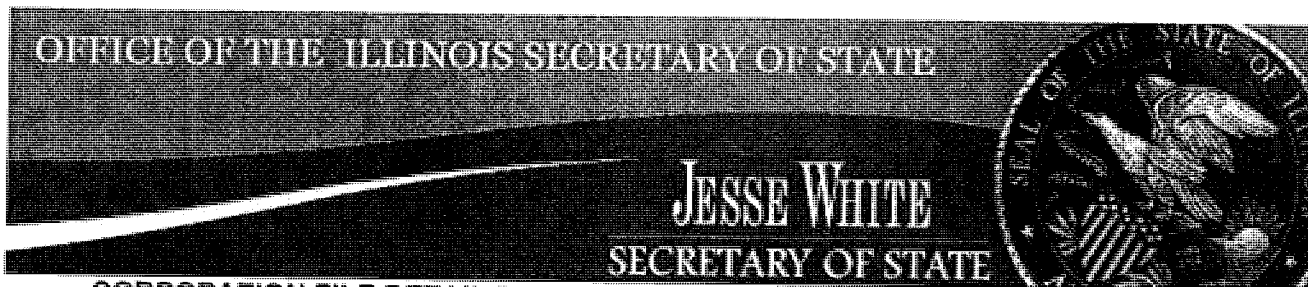
<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Please see attached				

**Signature:** [REDACTED]

**Date:** 12/06/2018

**Printed Name:** Tod W. Faerber

Subcontractors	Subcontractor FEIN	Address	Type of Work	Anticipated Amount to be Paid
PAUL HERRERA CONSTRUCTION CO ✓	[REDACTED]	24520 Harmony Road, Marengo, IL 60152	Flatwork	12,500
TERRELL MATERIALS CORPORATION ✓	[REDACTED]	DRAWER #2243, PO Box 5935, Troy, MI 48007	NoiseWall Manufacturer	49,700
CLAUSEN STRUCTURES INC. ✓	[REDACTED]	1515 CANAL STREET, Lockport, IL 60441	Rebar Supply/Erect	131,000
ARCHON CONSTRUCTION CO. ✓	[REDACTED]	563 South Route 53, Addison, IL 60101	Sewer	30,000
S & J CONSTRUCTION COMPANY ✓	[REDACTED]	4245 - 166th Street, Oak Forest, IL 60452	Structural Steel Erect	43,000
SMITH MAINTENANCE COMPANY ✓	[REDACTED]	2221 W WALNUT STREET, Unit 2, Chicago, IL 60612	Traffic Control	14,000
INDUSTRIAL FENCE INC. ✓	[REDACTED]	1300 S Kilbourn, Chicago, IL, 60623	Fence/Guardrail	25,000



## CORPORATION FILE DETAIL REPORT

File Number	53146724		
Entity Name	DUNNET BAY CONSTRUCTION COMPANY		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/15/1983	State	ILLINOIS
Agent Name	TOD W FAERBER	Agent Change Date	10/20/2003
Agent Street Address	115 N BRANDON DR	President Name & Address	TOD W FAERBER 703 N FORREST ARLINGTN HTS 60004
Agent City	GLENDALE HEIGHTS	Secretary Name & Address	DOUGLAS STUART 1203 FISHER ST.MUNSTER IN 46321
Agent Zip	60139	Duration Date	PERPETUAL
Annual Report Filing Date	06/18/2018	For Year	2018
Old Corp Name	04/27/1992 - GREAT LAKES CONSTRUCTION COMPANY		

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

## OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:29 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 09:33 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

09:29 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 09:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:29 12/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/07/18 AT 09:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:29 12/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/07/18 AT 09:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:29 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 09:30 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\* [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:43 01/16/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME:

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 01/16/19 AT 13:43 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:02 01/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 01 OF 01

VENDOR NAME: S & J CONSTRUCTION CO INC

CLAIMING AGENCY NUMBER: 492

CLAIMING AGENCY NAME: DEPT OF REVENUE

CLAIMING AGENCY PHONE NUMBER: 217/785-3731

DISCLAIMER:

AS OF 01/03/19 AT 10:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* [REDACTED] AN ACTIVE CLAIM MEANS A CLAIM THAT HAS NOT BEEN FULLY SETTLED BY PAYMENT TO THE CLAIMING AGENCY. AN ACTIVE CLAIM COULD BE SUBJECT TO A PENDING ADMINISTRATIVE OR JUDICIAL PROTEST, PAYMENTS IN PROCESS, OR A WRITTEN PAYMENT AGREEMENT WITH THE CLAIMING AGENCY. PLEASE CONTACT THE CLAIMING AGENCY THAT IS IDENTIFIED ON THIS SCREEN, AND/OR THE VENDOR FOR FURTHER DETAILS ON THIS CLAIM.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Smith Maintenance Company

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:29 12/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/07/18 AT 09:48 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

09:29 12/07/18

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 12/07/18 AT 09:32 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



**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: Tod W. Faerber

Business Name: Dunnet Bay Construction Company

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

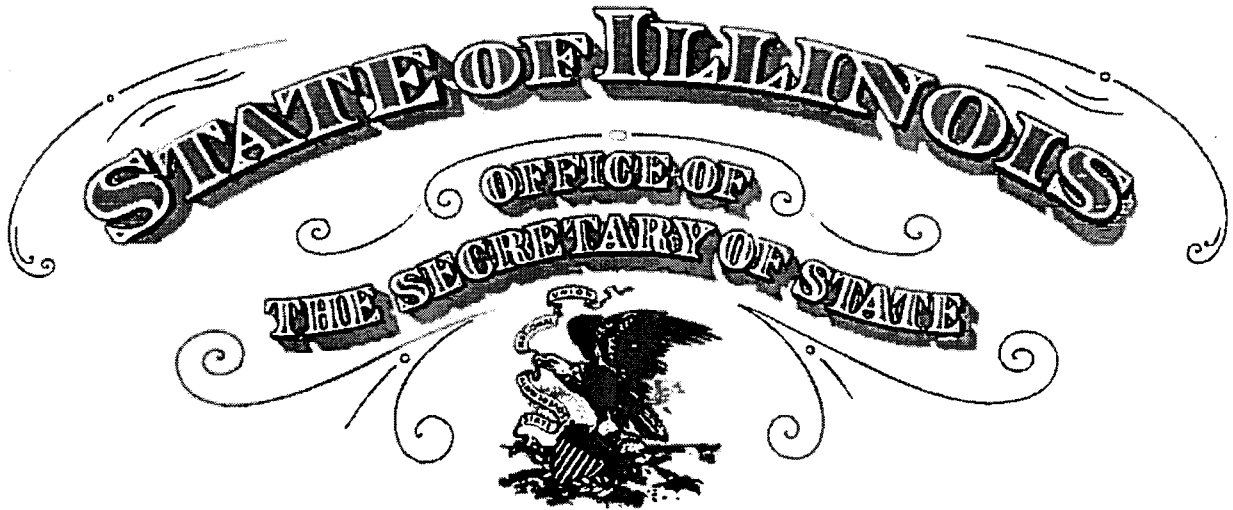
- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                      |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust                        |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)                   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company              |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|   | <input type="checkbox"/> C = corporation                        |
|   | <input type="checkbox"/> P = partnership                        |

Signature of Authorized Representative: [REDACTED]

Date: December 6, 2018

File Number

5314-672-4



**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*

DUNNET BAY CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 15, 1983, 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 21ST day of NOVEMBER A.D. 2018 .***

*Jesse White*

SECRETARY OF STATE

Authentication #: 1832502250 verifiable until 11/21/2019

Authenticate at: <http://www.cyberdriveillinois.com>

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12232

## Dunnet Bay Construction Company

115 North Brandon Drive

Glendale Heights IL 60139

Information for this business last updated on:

Wednesday, November 21, 2018

Certificate produced on Wednesday, December 12, 2018 at 1:52  
PM





**STATE OF ILLINOIS  
FORMS B CERTIFICATIONS AND DISCLOSURES**

IPB Reference #: 22043081      Procurement/Contract #: RR-18-4441

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 #: 20321420      IPG Expiration Date: 07/30/2019

**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

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.](#)

**STATE OF ILLINOIS  
FORMS B CERTIFICATIONS AND DISCLOSURES**

**4. Disclosure of Current and Pending Contracts**

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Please see attached.				

**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: Dunnet Bay Construction Company

Phone: 630-539-1200

Street Address: 115 N. Brandon Dr.

Email: t.farber@dunnetbay.net

City, State, Zip: Glendale Heights, IL 60139

Vendor Contact: Tod W. Faerber

Signature



Date: 12/12/18

Printed Name: Tod W. Faerber

Title: President

Current Jobs

Agency / University	Project Title	Status	Original Contract Value	Contract Reference / P.O./Illinois Procurement Bulletin#
IDOT	I-90 Cumberland Flyover	Open	\$23,889,000.86	60X56
IDOT	120 Over US 41 & UPRR	Open	\$7,400,978.25	60X39
IDOT	US 34 over Blackberry Creek	Subcontractor / Open	\$3,448,031.75	66993
IDOT	Ret Wall IL 53 Hobson & 71st	Open	\$818,073.18	62C18
IDOT	Shermer Rd over North Branch	Open	\$1,057,292.06	61D98
IDOT	Greenwood over IL 137	Subcontractor / Open	\$274,775.88	60P96
IDOT	Eldmain Rd Bridge	Subcontractor / Open	\$1,028,226.00	87666
IDOT	Justen Rd over Fox River Trib	Open	\$746,132.58	61E04
IDOT	Chapel Hill Bridge	Open	\$1,111,111.11	61E11
IDOT	Longmeadow Ret Wall	Subcontractor / Open	\$555,061.75	61D16
INDOT	Longmeadow over Route 31	Joint Venture / Open	\$6,100,195.62	61E05
INDOT	US 41 6 Bridges	Open	\$15,851,636.00	B-36676-A
INDOT	87BW Bridge over West Branch Creek	Open	\$1,066,781.00	B-37352-A
INDOT	135th over West Creek	Open	\$830,841.14	B-37631-A
ISTHA	I-355 (Butterfield to Army Trail)	Joint Venture / Open	\$17,957,341.48	RR-16-4256
IDOT	Deerpass over Kishwaukee River	Open	\$3,789,350.50	61D29
ISTHA	I-294 Irving Park	Joint Venture / Open	\$7,544,287.12	I-18-4389
IDOT	Huntley Rd - Sleepy Hollow to Elm	Subcontractor / Open	\$400,199.17	61C86
IDOT	IL 31 & Huntley Rd	Subcontractor / Open	\$765,159.94	61E73
IDOT	I-290 over Salt Creek	Open	\$14,397,932.45	62C24
IDOT	Randall Rd MSE / Ret. Walls	Subcontractor / Open	\$5,554,847.66	61E53

## Vendor Registration: View

Help & Tools 

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

Dunnet Bay Construction Company

System Vendor Number: 20321420

 1 flag has been added to this record. See below for details.

 Show only flagged items.

## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	7/30/2018
STATUS	Accepted
REVIEWER	<u>Stephanie Hill</u>
DATE REVIEWED	7/30/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	7/30/2019
FLAG FORM	<u>Add Flag</u>

## Settings

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

## Entity Information

BUSINESS NAME	Dunnet Bay Construction Company
CONTACT FOR THIS SUBMISSION	<u>Tod Faerber (change contact)</u>
PRIMARY CONTACT EMAIL	<u>k.kaftantzis@dunnetbay.net</u>
PHONE	630-539-1200
FAX	630-539-4171
COMPANY EMAIL	k.kaftantzis@dunnetbay.net
TAX ID NUMBER	<span style="background-color: black; color: black;">XXXXXXXXXX</span>
COMPANY TYPE	Corporation
ADDRESS	115 North Brandon Drive Glendale Heights, IL 60139 <u>[edit address]</u>

Vendor Registration: View Form

Help & Tools 

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

Dunnet Bay Construction Company

System Vendor Number: 20321420

[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	7/30/2018
STATUS	Accepted
BUSINESS NAME	Dunnet Bay Construction Company
POINT OF CONTACT	<a href="#">Tod Faerber</a>
FLAG FORM	<a href="#">Add Flag</a>

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor- All Forms A-I must be completed.	ju
2. NAME OF CEO/BUSINESS OWNER	Tod W. Faerber	ju
3. ANNUAL SALES/GROSS RECEIPTS	69469907.67	ju
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	07/01/1983	ju
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in <u>one or more</u> counties. Cook, DuPage, Kane, Lake, McHenry, Will, Iroquois, Kendall	ju
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Katina Kaftantzis	ju
CONTACT PERSON TITLE	Business Administrator	
CONTACT PERSON PHONE	6305391200	
CONTACT PERSON EMAIL	k.kaftantzis@dunnetbay.net	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency	ju
--	--------------	----

## Vendor Registration: View Form

[Help & Tools](#) 

- [General](#)
- [Public Profile](#)
- [Users](#)
- [Commodity Codes](#)
- [Contacts & Owners](#)
- [Comments](#)
- [Certifications](#)
- [Site Visits](#)
- [Registrations](#)

Dunnet Bay Construction Company

System Vendor Number: 20321420

[Return to Main Form](#)

### Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	7/30/2018
STATUS	Accepted
BUSINESS NAME	Dunnet Bay Construction Company
POINT OF CONTACT	<a href="#">Tod Faerber</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).

**Vendor Registration: View Form**

[Help & Tools](#) 

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

Dunnet Bay Construction Company

System Vendor Number: 20321420

[Return to Main Form](#)

1 flag has been added to this record. See below for details.

Show only flagged items.

**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	7/30/2018
STATUS	Accepted
BUSINESS NAME	Dunnet Bay Construction Company
POINT OF CONTACT	<u>Tod Faerber</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	121	pu
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <small>98933.00 Ex: 07-21-19</small>	pu

**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	pu
---	---	----

**Additional Information**

STAFF ATTACHED FILE(S)

[Attach File](#)

Refresh List after attaching file(s).

## Vendor Registration: View Form

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

Dunnet Bay Construction Company

System Vendor Number: 20321420

[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	7/30/2018
STATUS	Accepted
BUSINESS NAME	Dunnet Bay Construction Company
POINT OF CONTACT	<u>Tod Faerber</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. 10

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 10

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 10

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 10

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 10

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 10



Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

## G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

12232

## Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

[Customer Support](#)

Copyright © 2018 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#)

## Vendor Registration: View Form

[Help & Tools](#) ✖

- [General](#)
- [Public Profile](#)
- [Users](#)
- [Commodity Codes](#)
- [Contacts & Owners](#)
- [Comments](#)
- [Certifications](#)
- [Site Visits](#)
- [Registrations](#)

Dunnet Bay Construction Company

System Vendor Number: 20321420

[Return to Main Form](#)

### Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	7/30/2018
STATUS	Accepted
BUSINESS NAME	Dunnet Bay Construction Company
POINT OF CONTACT	<u>Tod Faerber</u>
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? 10

No business operations to disclose

### Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

[Customer Support](#)

Copyright © 2018 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#)

Vendor Registration: View Form

Help & Tools 

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

Dunnet Bay Construction Company

System Vendor Number: 20321420

Return to Main Form

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	7/30/2018
STATUS	Accepted
BUSINESS NAME	Dunnet Bay Construction Company
POINT OF CONTACT	<u>Tod Faerber</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 10

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

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 10

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 10

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

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 10

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

Document	Status
List of Individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distribution Form for Dunnet Bay Construction Company (DOCX)</u>	Attached by Tod Faerber on 7/30/2018

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. 10

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME 10

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

**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: Dunnet Bay Construction Company

DBA: Click here to enter text.

**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
Tod W. Faerber		50	Click here to enter text.	Click here to enter text.	Click here to enter text.
Douglas E. Stuart		50	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



IPB Reference Number

Date Created

[Print Form](#)

SPO Determination Reference Number

Date Created

### SPO DETERMINATION FORM

#### STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL

Agency Name

Estimated Cost of Procurement

Project Title

Procurement Method

Small Business Set-Aside (Y/N?)

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

The work under this Contract shall consist of: Replacement of the west fascia PPC I-Beams and west side of the bridge deck on the bridge structure carrying I-294 over Central Road, Noise Abatement Wall construction, structure mounted, at I-294 SB, M.P. 46.1, Noise Abatement Wall construction, ground mounted, I-294 NB, M.P. 44.9, drainage modifications, site restoration and Maintenance of Traffic during construction operations. The work is to be performed on: the North Tri-State Tollway (I-294) Tollway between Mile Post 46.1 and Mile Post 44.9 in Cook County, Illinois.

Critical Contract Dates

APO Signature verifying submission  Date

SPO Signature verifying receipt  Date

SPO Signature denying approval  Date

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

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

SPO Signature approving method  Date

**STEP #2 SOLICITATION REVIEW AND APPROVAL**

IPB Reference Number

22043081

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

APO Signature verifying submission

Date

December 10, 2018

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

December 10, 2018

Date Published

November 9, 2018

Date Opening

December 6, 2018

**STEP #3 AWARD REVIEW AND APPROVAL**

IPB Reference Number

22043081

**3.1. Agency's Request to Award**

Award Type

Contract Award Notice

Date Created

December 13, 2018

APO Signature verifying submission

[Redacted Signature]

Date

December 13, 2018

SPO Signature verifying receipt

[Redacted Signature]

Date

[Redacted Date]

SPO Signature denying approval

[Redacted Signature]

Date

[Redacted Date]

(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: Dunnet Bay Construction Company  
Award Amount: \$1,603,782.20  
Disclosures Approved: 12/12/18  
Pending Board Approval

**3.2. 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]

**3.3. SPO's Approval of Award**

SPO's Signature approving Award

[Redacted Signature]

Date

December 14, 2018

Date Published

December 13, 2018

Date Closing

December 27, 2018

**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)

[Redacted Description]

**STEP #4 CONTRACT REVIEW AND APPROVAL**

IPB Reference Number

22043081

**4.1. Agency's Provision of Contract to SPO**

Contract Number

RR-18-4441

APO Signature verifying submission

[Redacted Signature]

Date January 23, 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 23, 2019



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 1552

Dunnet Bay Construction Company  
115 N. Brandon Drive Glendale Heights, IL 60139

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 \_\_\_\_\_ UNLIMITED

001	EARTHWORK	\$3,100,000
017	CONCRETE CONSTRUCTION	\$3,025,000
09C	HWY., R.R. & WATERWAY STR.	Unlimited

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/24/2018 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 4/26/2018.



Engineer of Construction

## PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

# AGREEMENT

CONTRACT NO: RR-18-4441

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 Dunnet Bay Construction Co.,

- \* 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 Glendale Heights, 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-18-4441

(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.

## 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.
9. The Bid.
10. The Instructions to Bidders.
11. The Advertisement for Sealed Bids.

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



**CONTRACT NO: RR-18-4441**

**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 August 30, 2019, in accordance with the contract book schedule.

**CONTRACT END DATE**

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date August 30, 2021.

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

**CONTRACT NO: RR-18-4441**

**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-18-4441**

**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-18-4441  
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 **Dunnet Bay Construction Company** at:

115 North Brandon Drive


Glendale Heights, IL 60139

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:


 12/13/18  
\_\_\_\_\_  
President Date  
Tod W. Faerber  
Printed Name as Signed Above


ATTEST:


 (Seal)  
\_\_\_\_\_  
Secretary  
Douglas E. Stuart  
Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:  1/31/19  
\_\_\_\_\_  
Robert J. Schillerstrom, Chairman/Elizabeth Gorman, Executive Director Date

APPROVED:  1-30-19  
\_\_\_\_\_  
Michael Colsch, Chief Financial Officer Date

APPROVED:  1-25-2019  
\_\_\_\_\_  
Elizabeth M.S. Oplawski, Acting General Counsel Date

Robert Lane  
Approved as to Form and Constitutionality  
 SAAG 1/24/19  
\_\_\_\_\_  
Robert Lane, Senior Assistant Attorney General, State of Illinois Date

Tiffany Schafer

**CORPORATION SIGNATURE FORM**

At a meeting on 12/13/2018, the Board of Directors

of Dunnet Bay Construction Company adopted the following Resolution:

(Name of Corporation)

“BE IT RESOLVED that Tod W. Faerber  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

Dunnet Bay 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-18-4441.”

I, Douglas E. Stuart, 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)

12/13/18  
Date

  
Secretary



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4441

PERFORMANCE BOND

Bond No. 268010824

KNOW ALL PERSONS BY THESE PRESENTS, That we, Dunnet Bay 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 Liberty Mutual Insurance Company (Name of Surety)

a corporation organized and existing under the laws of the State of MA with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One Million Six Hundred Three Thousand Seven Hundred Eighty-Two Dollars and Twenty Cents (\$1,603,782.20), 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

(Insert Contract Number and Description)
RR-18-4441: I-294 Noise Abatement Wall Construction

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 20th day of December, 2018.

Surety Liberty Mutual Insurance Company

Address 175 Berkley Street

Boston, MA 02116

By [Redacted]  
(Seal) Attorney in Fact  
Carl Dohn, Jr.

Agent for  
Surety Dohn & Maher Associates, Inc.

Address 4811 Emerson Avenue, Suite 102

Palatine, IL 60067

Principal Dunnet Bay Construction Company

Address 115 North Brandon Drive

Glendale Heights, IL 60139

By [Redacted]  
(Seal) (Signature)  
Ted W. Faerber, President  
(Name & Title)

Attest [Redacted]  
Corporate Secretary Douglas E. Stuart

(Attach Surety's Power of Attorney)

(Attach Notary Certificate  
authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate  
authenticating Signature of Representative of Principal  
if not attested by Corporate Secretary)



(STATE OF Illinois)  
(COUNTY OF Cook)

On this 20<sup>th</sup> day of December, 2018 before me came Carl Dohn, Jr., who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT Liberty Mutual Insurance Company at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Notary Public



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8139272

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William P. Maher; Vicki L. Broadus; Karen Dohn; Matthew Dohn; Carl Dohn, Jr.; Susan Murray; Elise Siegel

all of the city of Palatine state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of June, 2018



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: [Redacted Signature]  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: [Redacted Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2018



By: [Redacted Signature]  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4441

PAYMENT BOND

Bond No. 268010824

KNOW ALL PERSONS BY THESE PRESENTS, That we, Dunnet Bay Construction Company, (Name of Principal)

- X 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 Liberty Mutual Insurance Company (Name of Surety)

a corporation organized and existing under the laws of the State of MA with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One Million Six Hundred Three Thousand Seven Hundred Eighty-Two Dollars and Twenty Cents (\$1,603,782.20), 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

(Insert Contract Number and Description)

RR-18-4441: I-294 Noise Abatement Wall Construction

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 20th day of December, 2018.

Surety Liberty Mutual Insurance Company  
Address 175 Berkley Street  
Boston, MA 02116

By [Redacted]  
(Seal) Attorney in Fact  
Carl Dohn, Jr.

Agent for  
Surety Dohn & Maher Associates, Inc.  
Address 4811 Emerson Ave., Suite 102  
Palatine, IL 60067

Principal Dunnet Bay Construction Company  
Address 115 North Brandon Drive  
Glendale Heights, IL 60139

By [Redacted]  
(Signature) Tod W. Faerber, President (Seal)  
(Name & Title)

Attest [Redacted]  
Corporate Secretary Douglas E. Stuart

(Attach Surety's Power of Attorney)

(Attach Notary Certificate  
authenticating Signature of Attorney-In-Fact)

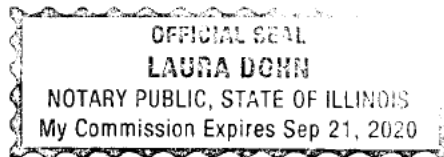
(Attach Notary Certificate  
authenticating Signature of Representative of Principal  
if not attested by Corporate Secretary)

(STATE OF Illinois)  
(COUNTY OF Cook)

On this 20<sup>th</sup> day of December, 2018 before me came Carl Dohn, Jr. who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT Liberty Mutual Insurance Company at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

\_\_\_\_\_  
Notary Public



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8139271

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William P. Maher; Vicki L. Broadus; Karen Dohn; Matthew Dohn; Carl Dohn, Jr.; Susan Murray; Elise Siegel

all of the city of Palatine, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of June, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: [Redacted Signature]  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: [Redacted Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2018.



By: [Redacted Signature]  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2019

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> Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	<b>CONTACT NAME:</b> Samantha Ritchie	
	<b>PHONE (A/C, No, Ext):</b> (847) 463-7305	<b>FAX (A/C, No):</b> (847) 440-9130
<b>E-MAIL ADDRESS:</b> sritchie@assuranceagency.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Hartford Underwriters		30104
<b>INSURER B :</b> Hartford Fire Insurance Company		19682
<b>INSURER C :</b> American Guarantee & Liab		26247
<b>INSURER D :</b> Accident Fund General Ins. Co.		12304
<b>INSURER E :</b> Travelers Property Casualty		25674
<b>INSURER F :</b> Indian Harbor Ins Co		

**INSURED** DUNNBAY-01  
 Dunnet Bay Construction Company  
 115 North Brandon Drive  
 Glendale Heights IL 60139

**COVERAGES** **CERTIFICATE NUMBER:** 1922831083 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		83UEAZH5334	9/30/2018	9/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		83UEAZH4914	9/30/2018	9/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AUC443138400	9/30/2018	9/30/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	<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 <input checked="" type="checkbox"/> N N/A		WCS7500377	9/30/2018	9/30/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Builders Risk Professional Liability Pollution Liability		QT6606A508674TIL18 CE07446254	9/30/2018 9/30/2018	9/30/2019 9/30/2019	Limit: 1,603,782.20 Limit: 2,000,000 Limit: 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: Tollway Contract RR-18-4441-Noise Abatement Wall Construction NORTH TRI-STATE TOLLWAY (I-294)/ SOUTHBOUND OVER CENTRAL ROAD AT MILE POST 46.1 /NORTHBOUND OVER BALLARD ROAD AT MILE POST 44.9

It is agreed that the following are added as Additional Insured on the General Liability, Automobile Liability and Pollution Liability on a Primary and Non-Contributory basis, when required by written contract, as respects to operations performed by the Named Insured in connection with this project:

- Illinois State Toll Highway Authority, together with its officials, directors and employees
- Illinois Department of Transportation, its agents and employees

See Attached...

<b>CERTIFICATE HOLDER</b>  Illinois State Toll Highway Authority Attn: Risk Management 2700 Ogden Avenue Downers Grove IL 60515	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Assurance Agency, Ltd		NAMED INSURED Dunnet Bay Construction Company 115 North Brandon Drive Glendale Heights IL 60139	
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**

Additional Insureds set forth in ISO form CG 20 32:

- The Consulting Engineer
- PMO
- Design Section Engineer
- Design Corridor Manager
- Construction Manager
- Project Manager
- Construction Corridor Manager

A Waiver of Subrogation applies, when required by written contract and where allowable by law, in favor of the above listed additional insureds on the General Liability, Automobile Liability, Pollution Liability and Workers Compensation for this specific project.

Umbrella follows form.

Engineering Professional Pay Items:

- 50400905
- 50157300
- JA599010
- JT160527
- JT599P01

The Tollway is added as an additional named insured on the Builder's Risk policy which is written on an all-risks basis. Waiver of Subrogation applies. Coverage applies to all sub-tier contractors.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you agree in a written contract with Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515, to include as an additional insured on this coverage part.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following;

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you agree in a written contract with Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515, to include as an additional insured on this coverage part.

**Location And Description Of Completed Operations:**

Any project to which an applicable written contract described it the name of additional insured person(s) (o)organization (s)section of this schedule applies

**Additional Premium:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>Per Written Contract Request</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:

PER REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

- Contracting Activity(ies)** E. means any general construction activity performed by or on behalf of the **Named Insured**.
- Design Professional** F. means any person or entity that is legally qualified, certified or licensed to perform services which are covered by **Design Professional's Insurance**, including subcontractors and subconsultants at any tier.
- Design Professional's Insurance** G. means all architects and engineers, or contractors professional liability insurance policies which insure a **Design Professional**.
- Design Professional Services** H. means services that any **Design Professional**:
1. agreed to perform pursuant to a written contract with the **Insured**;
  2. which are included within the **Professional Activities and Duties** that the **Insured** agreed to perform in a written contract; and
  3. which are covered by **Design Professional's Insurance**.
- Emergency Remediation Expense** I. means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a **Pollution Condition** at a **Job Site** resulting from the rendering or failure to render **Contracting Activities**.
- Environmental Damage** J. means physical damage in or upon land, the atmosphere, watercourse, body of water or groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense**.
- Insured** K. means each of the following:
1. the **Named Insured**;
  2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
  3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
  4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
  5. any **Predecessor in Interest**;
  6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
    - a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and

- b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
- a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and
  - b. with respect to the **Client's** vicarious liability resulting from your **Contracting Activity**.
9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:
- a. a **Pollution Condition** caused by your **Contracting Activity**; and
  - b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity** provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

**Insured Contract** L. means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.

**Declarations and Representations**

**G.** By acceptance of this policy, you agree that the statements and information contained in the Application and other supplemental materials submitted to us are: (a) true and correct; (b) such statements and information are material to our underwriting of this policy; and (c) that this policy has been issued by us in reliance upon the truth and correctness of such statements and information.

**Design Professional's Insurance**

**H.** The **Insured** shall require that each **Design Professional** under written contract to it evidence professional liability insurance.

**Headings**

**I.** The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of this policy.

**Inspection and Audit**

**J.** We will be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of the **Insured's** books, records, services, properties and activities at any time, as far as they relate to the subject matter of this policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Any inspections will be coordinated through your broker or agent.

We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any **Insured** in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

**Limitation of Liability**

**K.** Under Protective Loss Coverage, the **Insured** shall not accept any limitation of liability from a **Design Professional** other than to insurance proceeds, without our express written consent.

**Other Insurance**

**L.** Where other valid and collectible insurance is available to the **Insured**, in addition to **Design Professional's Insurance**, our obligations to the **Insured** are as follows:

1. This insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
2. This insurance is excess over any other valid and collectible insurance available to the **Insured** under a project specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
3. This insurance is excess over any other valid and collectible **Design Professional's Insurance** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

- Severability M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.
- Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.
- Sole Agent N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.
- Subrogation O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.
- However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.
- Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.
- Territory P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/30/2018 - 9/30/2019 Policy No. WCS7500377

Endorsement No.

Insured Dunnet Bay Construction Company

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_





Chicago, IL | St. Louis, MO  
www.assuranceagency.com

---

January 3, 2019

Mr. Mark Thomas  
Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515

RE: Dunnet Bay Construction Company  
Project: RR-18-4441

Dear Mark:

All provisions of the accepted certificates of insurance and policy binder can be obtained.

All endorsements indicated have been requested from the appropriate insurance carrier, or currently endorsed on the policies.

Assurance Agency is the binding agent for the insurance carriers providing coverage for the above referenced project.

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

Sincerely,



**DAN KLARAS**  
Assurance | President  
1750 East Golf Road | Schaumburg, IL 60173  
p 847.463.7168 | f 847.440.9127  
dklaras@assuranceagency.com | www.assuranceagency.com