

RESOLUTION NO. 21784

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4451 for Pavement and Structural Preservation and Rehabilitation, on the Reagan Memorial Tollway (I-88) from Mile Post 113 (Illinois Route 56) to Mile Post 123.9 (East of Illinois Route 59). The lowest responsive and responsible bidder on Contract No. RR-19-4451 is F. H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$8,190,544.95.

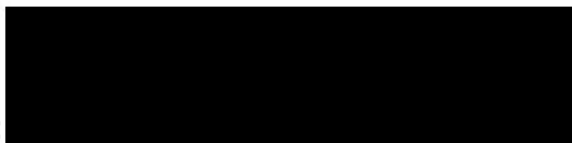
**Resolution**

Contract No. RR-19-4451 is awarded to F. H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$8,190,544.95, 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 Acting Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Approved by:

A large black rectangular redaction box covering the signature of the Chairman.

Chairman

RETURN WITH BID

ORIGINAL

CONTRACT RR-19-4451

IMPORTANT  
BID ADDENDUM  
ENCLOSED

PAVEMENT AND STRUCTURAL  
PRESERVATION AND REHABILITATION

REAGAN MEMORIAL TOLLWAY (I-88)

MILE POST 113.6 (ILLINOIS ROUTE 56)  
TO  
MILE POST 123.9  
(EAST OF ILLINOIS ROUTE 59)



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

CN-Tollway-PDK-4451 Contract Requirements Book Vol 1 - 05172019



**ADDENDUM NO. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-19-4451  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: March 7, 2019**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **March 22, 2019**.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The revised Special Provisions: J-iR, J-8RR and J-9R, are included with 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 Page P-21R which has been revised and included as part of the Schedule of Prices.
3. The revised Contract Drawings 7 is included with this Addendum.
4. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on February 28, 2019 are included in this Addendum.
5. Responses to questions received from the Plan Holders are included in this Addendum.

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

### **Change #1**

Contract Documents, Volume 2, J-iR.

- 1.1 Table of Contents updated.

### **Change #2**

Contract Documents, Volume 2, J-8RR.

- 2.1 SP 103.3 Interim Completion Date removed.

### **Change #3**

Contract Documents, Volume 2, J-9R.

- 3.1 SP 105.1.3 Liquidated Damages for S.P. 103.3 removed.

## **CHANGES TO THE CONTRACT DOCUMENTS**

### **Change #1**

Contract Documents, Volume 2, P-21R.

- 1.1 Row removed for liquidated damages relating to S.P. 105.1.3.
- 1.2 Bid Credit Row added.

## **CHANGES TO THE CONTRACT PLANS**

### **Change #1**

Contract Plans, Volume 1, Drawing 7.

Progress Schedule

This change contains the following revision:

- 1.1 The Notice Proceed Date was revised to May 24, 2019. Subsequent dates were revised accordingly.
- 1.2 The Interim Completion Date was removed.

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**END OF ADDENDUM CHANGES**

VOLUME II

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<b>STANDARD NO.</b>	<b>TITLE</b>
BD-05	DETAILS FOR CONCRETE MEDIAN TYPE SB (DOWELLED) CORRUGATED MEDIAN (MODIFIED)
BD-07	STORM SEWER CONNECTION TO EXISTING SEWER
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TC-14	TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC)
TC-22	ARTERIAL ROAD INFORMATION SIGN
TS-04	FLASHING BEACON INSTALLATION DETAILS
TS-07	DETECTOR LOOP INSTALLATION DETAIL FOR ROADWAY RESURFACING

**S.P. 103 CONTRACT COMPLETION DATE AND SUBSTANTIAL COMPLETION DATE**

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

The Contractor shall complete all work under this Agreement for the performance of Contract RR-19-4451 on or before 11:59 p.m. on **October 25, 2019** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

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

The Contractor shall complete all project work, with the exception of punch list work, by **October 4, 2019**.

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

*Not Used.*

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

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **May 24, 2019**. The Illinois Tollway will not issue the Notice to Proceed until all documents required by the Contract, including bonding and insurance requirements, are submitted by the Contractor and approved by the Illinois Tollway. A Time Extension Request shall not be considered should the Notice to Proceed be delayed due to the failure of the Contractor to submit contract

documents in compliance with the specified requirements. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

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

**S.P. 105.1 LIQUIDATED DAMAGES**

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

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$7,500.00** per day, as liquidated damages for each and every calendar day beyond the Completion Date stipulated in S.P. 103.1 that the work, or any part thereof, remains incomplete.

**S.P. 105.1.2 Liquidated Damages for Non-Completion Per S.P. 103.2**

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$7,500.00** per day, as liquidated damages for each and every calendar day beyond the Substantial Completion Date stipulated in S.P. 103.2 that the work, or any part thereof, remains incomplete.

**S.P. 105.1.3 Liquidated Damages for Non-Completion Per S.P. 103.3**

***Not Used.***

**S.P. 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. The Baseline Schedule shall reflect construction sequencing which coordinates with all utility relocation work. The Contractor shall be required to adjust the order of its work from time to time, to coordinate same with utility relocation work, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

The provisions of Articles 105.07 and 105.08 of the Illinois Tollway Supplemental Specifications shall apply.

The Illinois Tollway and the Engineer shall be notified in writing by the Contractor at least 96 hours prior to the start of any operation requiring cooperation with others. All other agencies, unless otherwise noted, will be notified in writing by the Contractor ten (10) days prior to the start of any such operation.

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4451**  
**PAVEMENT AND STRUCTURAL PRESERVATION**  
**REAGAN MEMORIAL TOLLWAY (I-88)**  
**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 69**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	20200100	EARTH EXCAVATION	CU YD	1,358		
	20400800	FURNISHED EXCAVATION	CU YD	1,835		
	20800150	TRENCH BACKFILL	CU YD	211		
	25000320	SEEDING, CLASS 5	ACRE	3.6		
	25000324	SEEDING, CLASS 5B	ACRE	2.9		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	452		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	1,327		
	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	288		
	28001000	AGGREGATE (EROSION CONTROL)	TON	142		
	28100107	STONE RIPRAP, CLASS A4	SQ YD	45		
	28200200	FILTER FABRIC	SQ YD	45		
	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	36		
	35800100	PREPARATION OF BASE	SQ YD	429		
	35800200	AGGREGATE BASE REPAIR	TON	12		
	42001300	PROTECTIVE COAT	SQ YD	45		
	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	343		
	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	20,579		
	44000163	HOT-MIX ASPHALT SURFACE REMOVAL, 3 1/2"	SQ YD	429		
	44000300	CURB REMOVAL	FOOT	5		

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**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.8 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	44000400	GUTTER REMOVAL	FOOT	680		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	29		
	44000600	SIDEWALK REMOVAL	SQ FT	238		
	44003100	MEDIAN REMOVAL	SQ FT	72		
*	44004250	PAVED SHOULDER REMOVAL	SQ YD	227		
*	44213200	SAW CUTS	FOOT	3,463		
*	44213204	TIE BARS 3/4"	EACH	325		
	50102400	CONCRETE REMOVAL	CU YD	2.7		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1		
	50300260	BRIDGE DECK GROOVING	SQ YD	8		
	50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	2.7		
	50800105	REINFORCEMENT BARS	POUND	3,717		
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	869		
	50800530	MECHANICAL SPLICERS	EACH	26		
	52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	EACH	7		
	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	258		
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	240		
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	16		
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	63		

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**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	41		
	550A0400	STORM SEWERS, CLASS A, TYPE 2 21"	FOOT	37		
	55100500	STORM SEWER REMOVAL 12"	FOOT	64		
	55100900	STORM SEWER REMOVAL 18"	FOOT	274		
	55101100	STORM SEWER REMOVAL 21"	FOOT	37		
	55101200	STORM SEWER REMOVAL 24"	FOOT	240		
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	2		
	60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	1		
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1		
*	60255410	CATCH BASINS TO BE CLEANED	EACH	28		
	60500040	REMOVING MANHOLES	EACH	1		
	60500060	REMOVING INLETS	EACH	1		
	60600605	CONCRETE CURB, TYPE B	FOOT	5		
	63200310	GUARDRAIL REMOVAL	FOOT	2,003		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	36,077		
BDE	70300906	PAVEMENT MARKING TAPE, TYPE IV 6"	FOOT	12,190		
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	753		
	72300100	INSTALL EXISTING SIGN PANEL	SQ FT	555		
	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	64		



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**REAGAN MEMORIAL TOLLWAY (I-88)**  
**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	227		
	72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	4		
	72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	340		
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	226		
	72400730	RELOCATE SIGN PANEL - TYPE 3	SQ FT	2,652		
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	23,886		
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	68		
	73000100	WOOD SIGN SUPPORT	FOOT	316		
	73100100	BASE FOR TELESCOPING STEEL SIGN SUPPORT	EACH	3		
	73400100	CONCRETE FOUNDATIONS	CU YD	53.4		
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	47		
	73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	47		
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	60		
	78005130	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	50,934		
	84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	14		
	87900200	DRILL EXISTING HANDHOLE	EACH	3		
D1	88600600	DETECTOR LOOP REPLACEMENT	FOOT	386		
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	15,490		
*	X0100003	CLEARING AND GRUBBING	SQ YD	178		

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**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0320157	CLEANING UNDERDRAIN OUTLETS	EACH	208		
*	X0321962	CONNECTION OF EXISTING PIPE UNDERDRAIN	EACH	35		
GBSP	X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	128		
*	X0322278	RODENT SHIELDS	EACH	208		
*	X0326331	CLEANING AND PAINTING BEARINGS	EACH	32		
*	X0326899	SOLAR-POWERED FLASHING BEACON ASSEMBLY (COMPLETE)	EACH	1		
*	X5420612	PIPE CULVERTS TO BE CLEANED 12"	FOOT	28		
*	X5420618	PIPE CULVERTS TO BE CLEANED 18"	FOOT	177		
*	X5420624	PIPE CULVERTS TO BE CLEANED 24"	FOOT	196		
*	X5420630	PIPE CULVERTS TO BE CLEANED 30"	FOOT	124		
*	X5420636	PIPE CULVERTS TO BE CLEANED 36"	FOOT	538		
*	X5420642	PIPE CULVERTS TO BE CLEANED 42"	FOOT	542		
*	X5537800	STORM SEWERS TO BE CLEANED 12"	FOOT	310		
*	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	1,184		
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	344		
*	X5538200	STORM SEWERS TO BE CLEANED 24"	FOOT	757		
*	X5538400	STORM SEWERS TO BE CLEANED 30"	FOOT	409		
*	X5538600	STORM SEWERS TO BE CLEANED 36"	FOOT	726		
*	X6065701	CONCRETE MEDIAN, TYPE SM-4.06	SQ FT	72		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4451  
PAVEMENT AND STRUCTURAL PRESERVATION  
REAGAN MEMORIAL TOLLWAY (I-88)  
ILLINOIS ROUTE 58 TO EAST OF ILLINOIS ROUTE 59  
MILEPOST 113.6 TO MILEPOST 123.9  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
BDE	X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	18,606		
GBSP	Z0001899	JACK AND REMOVE EXISTING BEARINGS	EACH	7		
GBSP	Z0007101	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES NO. 1	L SUM	1		
GBSP	Z0010501	CLEANING AND PAINTING STEEL BRIDGE NO. 1	L SUM	1		
*	Z0010614	CLEANING EXISTING MANHOLE OR HANDHOLE	EACH	4		
*	Z0010615	CLEANING EXISTING INLETS	EACH	5		
*	Z0015550	DEBRIS REMOVAL	CU YD	12		
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	97		
*	Z0040530	PIPE UNDERDRAIN REMOVAL	FOOT	20		
*	Z0065700	SLOPE WALL REPAIR	SQ YD	2		
*	J1209040	SAND BACKFILL (SPECIAL)	CU YD	16		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	8,892		
*	J1211124	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,214		
*	J1213002	EXPLORATORY POTHOLING, UTILITIES	EACH	10		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	600		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	600		
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	56,536		
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	14,985		

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**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1406107	ASPHALT TACK COAT	POUND	57,936		
*	J1406405	WARM-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	54		
*	J1406505	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	42		
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	2,306		
*	J1406900	CONSTRUCTING WARM MIX ASPHALT TEST STRIP	EACH	1		
*	J1420026	PAVEMENT FABRIC	SQ YD	960		
*	J1442404	CLASS D2 PATCHES, TYPE II, 6 INCHES	SQ YD	200		
*	J1442855	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, 10 INCHES	SQ YD	295		
*	J1442856	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE III, 10 INCHES	SQ YD	46		
*	J1442857	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE IV, 10 INCHES	SQ YD	704		
*	J1442895	SURFICIAL PARTIAL DEPTH PAVEMENT SPOT PATCHING	SQ FT	111		
*	J1442905	DOWEL BARS 1 1/2"	EACH	2,050		
*	J1442935	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, 13 INCHES	SQ YD	166		
*	J1442936	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE III, 13 INCHES	SQ YD	141		
*	J1442937	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE IV, 13 INCHES	SQ YD	819		
*	J1451160	CRACK FILLING	FOOT	107,153		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	207		
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	241		
*	J1481140	AGGREGATE WEDGE SHOULDER, TYPE B	TON	2,314		

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**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	196		
*	J1501040	SLOPED HEADWALL REMOVAL	EACH	37		
*	J1503002	APPROACH SLAB REPAIR (PARTIAL)	SQ YD	2		
*	J1505040	REPAIR BRIDGE DRAINAGE SYSTEM	EACH	9		
*	J1506010	CLEANING AND SEALING JOINTS	FOOT	71		
*	J1520022	REPLACE STRIP SEAL GLANDS	FOOT	1,035		
*	J1601300	PIPE UNDERDRAINS, 6" (SPECIAL)	FOOT	60		
*	J1601305	PIPE UNDERDRAINS, 8" (SPECIAL)	FOOT	138		
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	FOOT	20		
*	J1606000	CONCRETE CURB TYPE C	FOOT	48		
*	J1606010	GUTTER, TYPE G-2	FOOT	110		
*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	63		
*	J1606020	GUTTER, TYPE G-3	FOOT	507		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	1,431		
*	J1630004	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS	FOOT	538		
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	1		
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	4		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	5		
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	3		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1631135	TRAFFIC BARRIER TERMINAL, TYPE T6B	EACH	1		
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	3		
*	J1633110	REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	1		
*	J1633114	REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	1		
*	J1633135	REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE T6B	EACH	1		
*	J1635010	ROADWAY DELINEATORS	EACH	47		
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	8,815		
*	J1680122	SLOPED HEADWALL TYPE III, 15", 1:3	EACH	3		
*	J1680128	SLOPED HEADWALL TYPE III, 8", 1:3	EACH	18		
*	J1680130	SLOPED HEADWALL TYPE III, 6", 1:4	EACH	5		
*	J1680132	SLOPED HEADWALL TYPE III, 15", 1:4	EACH	1		
*	J1680139	SLOPED HEADWALL TYPE III, 8", 1:6	EACH	4		
*	J1680140	SLOPED HEADWALL TYPE III, 6", 1:6	EACH	6		
*	J1680142	SLOPED HEADWALL TYPE III, 15", 1:6	EACH	1		
*	J1701001	DETOUR SIGNING, LOCATION 1	L SUM	1		
*	J1725000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
*	J1781000	RAISED PAVEMENT LANE MARKER	EACH	100		
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	100		
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	90		

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**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1900100	CONCRETE COLLAR	EACH	8		
**	JS107360	DUST CONTROL WATERING	UNIT	210		
**	JS107361	APPLY DUST SUPPRESSION AGENTS	UNIT	2,291		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	14		
**	JS120710	ENERGY ATTENUATOR	EACH	6		
**	JS120715	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	900		
**	JS120720	ENERGY ATTENUATOR REMOVAL	EACH	6		
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	1,188		
**	JS250220	SEEDING, CLASS 2E	ACRE	8.4		
**	JS250314	SEEDING, CLASS 4B	ACRE	2.9		
**	JS250318	SEEDING, CLASS 4F	ACRE	3.6		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	16		
**	JS280040	EROSION AND SEDIMENT CONTROL- CLEANOUT	CU YD	237		
**	JS280050	SILT FENCE	FOOT	9,739		
**	JS280051	RE-ERECT SILT FENCE	FOOT	996		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	750		
**	JS280100	SUPER SILT FENCE	FOOT	2,112		
**	JS280120	TREE PROTECTION	FOOT	1,100		
**	JS280140	TEMPORARY RIPRAP	TON	16		

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ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
MILEPOST 113.8 TO MILEPOST 123.9  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	14.5		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	28,088		
**	JS280180	RECTANGULAR INLET PROTECTION	EACH	6		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	61		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	2,378		
**	JS670CM0	FIELD OFFICE, TYPE C (MODIFIED)	CAL MO	8		
*	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS810875	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	620		
**	JS816037	UNIT DUCT, WITH 4-1/C NO. 6 AND 1/C NO. 8 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	370		
**	JS816072	UNIT DUCT, WITH 2-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	370		
**	JS816076	UNIT DUCT, WITH 4-1/C NO. 2 AND 1/C NO. 4 GROUND, 600V (XLP-TYPE USE), 2" DIA. CNC	FOOT	1,250		
**	JS817214	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	1,855		
**	JS817215	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	6,810		
**	JS821100	LUMINAIRE, LED, HORIZONTAL MOUNT	EACH	2		
**	JS830003	GROUND MOUNTED LIGHT POLE, ALUMINUM, 50 FT., 15 FT. MAST ARM	EACH	2		
**	JS836001	LIGHT POLE FOUNDATION (ROADWAY) STEEL HELIX (7 FT) OR CONCRETE	EACH	16		
**	JS842085	REMOVAL OF EXISTING LIGHTING UNIT, NO SALVAGE	EACH	2		
**	JS842105	POLE FOUNDATION, REMOVED	EACH	16		



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**ILLINOIS ROUTE 58 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS846001	MAINTAIN LIGHTING SYSTEM	L SUM	1		
*	JT132625	GROUND ROD	EACH	1		
*	JT190148	TRUCK MOUNTED ATTENUATOR	HOUR	240		
*	JT211A11	SUBGRADE AGGREGATE 12 IN.	CU YD	29		
*	JT285055	ARTICULATED CONCRETE BLOCK REVETMENT SYSTEM, TYPE 1	SQ YD	250		
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	11		
*	JT420120	CONCRETE PAVEMENT JOINT RESEALING	FOOT	126,378		
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	309		
*	JT503041	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 IN.)	SQ FT	1		
*	JT503050	SHALLOW CONCRETE REPAIR	SQ FT	16		
*	JT503100	FIBER WRAP REPAIR	SQ FT	113		
*	JT503380	RAPID CONCRETE PAVEMENT PATCHING AND REPAIR	SQ FT	941		
*	JT524010	APPLY CONCRETE SEALANT	SQ FT	192,442		
*	JT524015	BRIDGE DECK CONCRETE SEALER	SQ FT	245,250		
*	JT525230	BONDED PREFORMED JOINT SEAL REPLACEMENT, 3 IN.	FOOT	240		
*	JT543415	PIPE LINING, CURED IN PLACE, 15"	FOOT	170		
*	JT543418	PIPE LINING, CURED IN PLACE, 18"	FOOT	1,049		
*	JT543424	PIPE LINING, CURED IN PLACE, 24"	FOOT	700		
*	JT543436	PIPE LINING, CURED IN PLACE, 36"	FOOT	131		

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**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT546100	PIPE UNDERDRAIN TO BE CLEANED, 6" DIAMETER	FOOT	1,311		
*	JT598003	PARTIAL DEPTH PATCHING (BRIDGE)	EACH	28		
*	JT599105	SLOPE WALL GAP FILLER REMOVAL AND REPLACEMENT	FOOT	390		
*	JT802830	CLEAN DRAINAGE SYSTEM	EACH	37		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	250		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	600		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	52		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	28		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	13		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	109		
*	JT701050	TEMPORARY INFORMATION SIGNING- GROUND MOUNT, 24 SQ FT IN AREA OR LESS	SQ FT	40		
*	JT701052	TEMPORARY INFORMATION SIGNING- GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	100		
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	72		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	28		
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	12		
*	JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	342		
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	876		
*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED	EACH	9		
*	JT726050	MILEPOST MARKER INSTALLATION	SQ FT	64		

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MILEPOST 113.6 TO MILEPOST 123.9  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT733250	SIGN STRUCTURE RODENT SCREEN	EACH	26		
*	JT733251	SIGN STRUCTURE ELECTRICAL REPAIR	L SUM	1		
*	JT733252	SIGN STRUCTURE BOLT REPAIR	EACH	127		
*	JT733253	SIGN STRUCTURE COVER PLATE REPAIR	SQ FT	20		
*	JT733254	REMOVE AND REPLACE SIGN STRUCTURE SUPPORT MEMBER	EACH	25		
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	4,700		
*	JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FOOT	1,535		
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	1,412		
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	17,466		
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 5"	FOOT	7,483		
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	5,077		
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	4,508		
*	JT780330	MULTI-POLYMER PAVEMENT MARKING - LINE 24"	FOOT	60		
*	JT780340	MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)	SQ FT	63		
*	JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQ FT	359		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	37,340		
*	JT783007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	100		
*	JT814012	GROUND EXISTING HANDHOLE	EACH	8		
*	JT814015	HANDHOLE COVER REPLACEMENT	EACH	2		
*	JT900105	DITCH CLEANING	FOOT	3,997		

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**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT900300	SHOULDER MICROSURFACING, SINGLE PASS, TYPE II	SQ YD	96,032		
*	JT900560	SUBGRADE SOIL STABILIZATION, TYPE IA	SQ YD	1,046		
*	JT990154	REMOVE AND REINSTALL ENERGY ATTENUATOR	EACH	1		
TOTAL AMOUNT OF CORE WORK						

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MILEPOST 113.6 TO MILEPOST 123.9  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	40,000	\$1.00	\$40,000.00
*	JT154013	SUPPLEMENTAL BRIDGE STRUCTURE REPAIRS	UNIT	50,000	\$1.00	\$50,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	25,000	\$1.00	\$25,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	25,000	\$1.00	\$25,000.00
*	JT154066	CONTRACT ALLOWANCE FOR MISCELLANEOUS SIGN STRUCTURE REPAIR	UNIT	20,000	\$1.00	\$20,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	\$1.00	\$100,000.00
*	JT154102	ALLOWANCE FOR RAILROAD FLAGGING	UNIT	25,000	\$1.00	\$25,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$164,000.00	\$164,000.00
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES, FIELD OFFICE OR LAB PER TOLLWAY SUPPL.	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	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	OCCUR		(1,000.00)	
	999NEG98	FAILURE TO RESPOND TO AUTOMATIC TRANSFER AND BYPASS ISOLATION SWITCH REPLACEMENT SPECIAL PROVISION	INC/DAY		(2,000.00)	
<b>ADJUSTMENTS</b>						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
<b>INCENTIVES</b>						
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						449,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
BID CREDIT						
AWARD CRITERIA						

**S.P. COLUMN LEGEND**

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

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

ACTIVITY	DURATION	START	FINISH	2019												
				APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER				
NOTICE TO PROCEED (SP 104)	1 DAY	05/24/19	05/24/19													
MOBILIZATION	14 DAYS	05/25/19	06/08/19													
PERMITS	15 DAYS	05/24/19	06/08/19													
EROSION AND SEDIMENT CONTROL	115 DAYS	06/11/19	10/04/19													
MAINTENANCE OF TRAFFIC	115 DAYS	06/11/19	10/04/19													
PATCHING	14 DAYS	06/11/19	09/03/19													
ORCHARD ROAD RAMP REHABILITATION	35 DAYS	06/11/19	07/16/19													
SHOULDER MILLING AND RESURFACING	14 DAYS	06/11/19	06/25/19													
JOINT FILLING (CONCRETE)	10 DAYS	09/03/19	09/13/19													
CRACK FILLING (SHOULDERS)	7 DAYS	09/10/19	09/17/19													
SHOULDER MICROSURFACING	14 DAYS	09/10/19	09/24/19													
AGGREGATE SHOULDER	14 DAYS	09/17/19	10/01/19													
PARKING LOT RESURFACING	2 DAYS	09/24/19	09/26/19													
PAVEMENT MARKING	7 DAYS	09/24/19	10/01/19													
GUARDRAIL INSTALLATION	14 DAYS	09/17/19	10/01/19													
DRAINAGE REPAIRS	35 DAYS	08/27/19	10/01/19													
STRUCTURE WORK	115 DAYS	06/11/19	10/04/19													
ORCHARD ROAD BRIDGE PAINTING	28 DAYS	06/11/19	07/09/19													
MISCELLANEOUS SIGN TRUSS REPAIR	28 DAYS	07/12/19	08/09/19													
MEDIAN CURED-IN-PLACE LINER	28 DAYS	08/03/19	08/31/19													
SUBSTANTIAL COMPLETION DATE	1 DAY	10/04/19	10/04/19													
CLEAN-UP AND PUNCH LIST	21 DAYS	10/04/19	10/25/19													
CONTRACT COMPLETION DATE	1 DAY	10/25/19	10/25/19													

LIST OF HOLIDAYS  
MAY 27TH, 2019 - MEMORIAL DAY (MONDAY)  
JULY 4TH, 2019 - INDEPENDENCE DAY (THURSDAY)  
SEPTEMBER 2ND, 2019 - LABOR DAY (MONDAY)

- NOTES:
1. THIS IS ONLY A SUGGESTED PROGRESS SCHEDULE AND IS NOT TO BE CONSIDERED THE PROGRESS SCHEDULE AS REQUIRED IN TOLLWAY SUPPLEMENTAL SPECIFICATIONS ARTICLE 108.02. THE INTENT OF THIS SUGGESTED PROGRESS SCHEDULE IS TO ILLUSTRATE THE WORK CAN REASONABLY BE PERFORMED WITHIN THE SUGGESTED SCHEDULE DURATION.
  2. IF ANY DISCREPANCIES EXIST BETWEEN THIS SUGGESTED PROGRESS SCHEDULE AND THE SPECIFICATIONS, SPECIAL PROVISIONS OR OTHER CONTRACT DRAWINGS, THE SPECIFICATIONS, SPECIAL PROVISIONS OR OTHER CONTRACT DRAWINGS SHALL GOVERN.
  3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MANPOWER AND EQUIPMENT TO MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

PROJECT: I-55/US-41/US-155/US-159/US-157/US-153/US-151/US-149/US-147/US-145/US-143/US-141/US-139/US-137/US-135/US-133/US-131/US-129/US-127/US-125/US-123/US-121/US-119/US-117/US-115/US-113/US-111/US-109/US-107/US-105/US-103/US-101/US-99/US-97/US-95/US-93/US-91/US-89/US-87/US-85/US-83/US-81/US-79/US-77/US-75/US-73/US-71/US-69/US-67/US-65/US-63/US-61/US-59/US-57/US-55/US-53/US-51/US-49/US-47/US-45/US-43/US-41/US-39/US-37/US-35/US-33/US-31/US-29/US-27/US-25/US-23/US-21/US-19/US-17/US-15/US-13/US-11/US-9/US-7/US-5/US-3/US-1/US-0  
 DRAWING NO: RR-19-4451-PS-1  
 SHEET NO: 7 OF 432

DRAWN BY: ESW SCALE: NO SCALE  
CHECKED BY: LAK DATE: 2/1/2019



NO.	DATE	REVISION/DESCRIPTION
1	3/1/19	ISSUE NO. 2

CONTRACT NO. RR-19-4451  
SUGGESTED PROGRESS SCHEDULE

SHEET NO. PS-1  
DRAWING NO. 7 OF 432



# Capital Program

## MEETING MINUTES

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Meeting date/time: February 28, 2019, 11 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Mohamad Faraj

Project No.: RR-19-4451

### AGENDA TOPICS

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#### 1.0 Introductions

#### 2.0 DBE and Veteran Small Business Goals

2.1 DBE: 25% Goal

2.2 Veteran: 2.5% goal

2.3 EEO Workforce Participation - Established EEO goals: 19.6% Minority and 6.9% Female

2.4 Bid Credit Cap: \$125,000

2.5 Prime must own and submit its own Bid Credit Certificate in order to use a subcontractor's Bid Credit Certificate.

2.6 Bid Credits can be earned three ways:

2.6.1 Earned Credit Program: <https://www.illinoistollway.com/doing-business/diversity-development/programs#Earned%20Credit%20Program>

2.6.2 Partnering for Growth Program: <https://www.illinoistollway.com/doing-business/diversity-development/programs#Mentor>

2.6.3 New - ConstructionWorks Program, which also has a wage reimbursement allowance on this Tollway contract: <https://www.illinoistollway.com/doing-business/diversity-development/programs#ConstructionWorks>

#### 3.0 Instructions to Bidders

3.1 See Volume I of the Contract Requirements, pages I-1 through I-9 for instructions to bidders.

3.2 All bids MUST include Disclosures and Certifications otherwise the bid will be deemed non-responsive. See Volume I of the Contract Requirements, page N-1 for additional information.

#### 4.0 Project Schedule





# Capital Program

## MEETING MINUTES

---

Meeting date/time: February 28, 2019, 11 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Mohamad Faraj

Project No.: RR-19-4451

4.1 Notice to Proceed: In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than May 24, 2019.

4.2 Substantial Completion: The Contractor shall complete all project work, with the exception of punch list work, by October 4, 2019.

4.3 Contract Completion: The Contractor shall complete all work under this Agreement for the performance of Contract RR-19-4451 on or before 11:59 p.m. on October 25, 2019 and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

### 5.0 S.P. 106 Coordination with others

5.1 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. The Baseline Schedule shall reflect construction sequencing which coordinates with all utility relocation work. The Contractor shall be required to adjust the order of its work from time to time, to coordinate same with utility relocation work, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

5.2 Coordination with the Illinois Department of Transportation (IDOT) shall be as follows:

For construction on or adjacent to any State Highways, the Contractor will be required to contact IDOT to secure necessary permits and obtain written authorization for any work or lane closures on the aforementioned roadway.

5.3 Coordination may also be required with:

5.3.1 CITY OF AURORA

5.3.2 VILLAGE OF NORTH AURORA

5.3.3 VILLAGE OF SUGAR GROVE

5.3.4 KANE COUNTY DIVISION OF TRANSPORTATION

5.3.5 DUPAGE COUNTY DIVISION OF TRANSPORTATION



# Capital Program

## MEETING MINUTES

---

Meeting date/time: February 28, 2019, 11 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Mohamad Faraj

Project No.: RR-19-4451

### 5.3.6 BNSF RAILWAY

#### 6.0 S.P. 106.2 Coordination with Other Contractors

6.1 The following Illinois Tollway projects in the vicinity of Contract RR-19-4451 may be under construction during the term of this Contract:

- RR-16-4254
  - I-88 Roadway & Bridge Reconstruction, Annie Glidden to IL 56
- RR-18-4403
  - I-88 Ramp Reconstruction, Orchard Road Interchange, MP 114.4
- RR-18-9017
  - Systemwide CCTV Camera Construction (I-294, I-88 and I-355)
- RR-18-4422
  - I-88 and IL 56 Ramp B Reconstruction
- RR-18-4445
  - M-8 Reconstruction
- Contract Number Not Available at Time of Bid
  - Landscaping Improvements on I-88 from the Kishwaukee River to Fox River Bridge (MP 91.62 to 117.0)

#### 7.0 Scope of Work

7.1 The improvements to be constructed under this contract shall be performed along the Reagan Memorial Tollway (I-88) between Mile Post 113.6 (Illinois Route 56) and Mile Post 123.9 (East of Illinois Route 59) in Kane and DuPage Counties, Illinois.

The work under this contract includes, but is not limited to:

- 1) Rehabilitation of existing mainline and ramp pavements as defined by the Illinois Tollway.
- 2) Structure rehabilitation
  - a. Structure repair of Mainline Bridges – No. 811 and No. 812.
  - b. Substructure repair of Cross Road Bridges – No. 802, No. 803, No. 807, No. 809, No. 819 and No. 821.
  - c. WB I-88 moment slab repair east of Farnsworth Avenue.
- 3) Installation of guardrail.
- 4) Regrading and shaping of ditches.



# Capital Program

## MEETING MINUTES

---

Meeting date/time: February 28, 2019, 11 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Mohamad Faraj

Project No.: RR-19-4451

- 5) Miscellaneous sign truss repairs.
- 6) Pipe cured-in-place lining.
- 7) Landscape and soil erosion/sedimentation control measures, topsoil and seeding.
- 8) Pavement markings, delineators and signage installation/relocation.
- 9) Maintenance of traffic.
- 10) All other appurtenant and miscellaneous construction shown on the plans and as required by the Standard Specifications and within these special provisions.

### 8.0 Maintenance of Traffic

8.1 Temporary lane closures as suggested in the plans within the contract limits will be allowed in accordance with the latest version of the Tollway Lane Closure Guide and only with the Tollway's approval. All lane and shoulder closure requests are to be submitted by the Contractor to the Construction Manager (CM) by 7:00 am at least one business day prior to the date of the closure in accordance with the latest version of the Tollway's Lane Closure Reference Guide, and the Contractor shall not contact the Tollway directly. Closures along the Reagan Memorial Tollway (I-88) shall be in accordance with the Tollway's Standard Drawings, Section E Maintenance of Traffic.

8.2 The project Maintenance of Traffic plan has been established and will utilize staged construction at Orchard Road over I-88 (Bridge No. 802) for Substructure Repairs, Bridge Painting, Ramp Repairs, and Bridge Mounted Signing Repairs. The general Sequence of Construction expected to be followed by the Contractor is as shown on the Maintenance of Traffic plans.

8.3 Contractor will need to work with Locals and attain permits if any closures are necessary on their roads.

### 9.0 IDOT/Tollway Specifications

9.1 All applicable provisions of the IDOT Standard Specifications adopted April 1, 2016, herein after referred to as the Standard Specifications, IDOT Supplemental Specifications and Recurring Special provisions adopted January 1, 2019, Illinois Tollway Supplemental Specifications to said Standard Specifications issued March 30,



# Capital Program

## MEETING MINUTES

---

Meeting date/time: February 28, 2019, 11 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Mohamad Faraj

Project No.: RR-19-4451

2018, and all Illinois Tollway Construction Bulletins in effect at the time of bidding, shall govern this work except as herein amended.

### 10.0 Addendum

10.1 An addendum will follow the Pre-Bid meeting and include the sign-in-sheet and any answers to questions that were raised.

### 11.0 Questions Received to Date

11.1N/A

### 12.0 Questions at the meeting:

12.1 **Question #1** – Are the dates for Notice to Proceed and Contract Completion correct, it seems like a very short schedule?

12.2 **Question #2** – Has the Tollway tested the paint to be removed from the Orchard Road Bridge for Lead?

13.0 All remaining questions shall be submitted to [MFaraj@getipass.com](mailto:MFaraj@getipass.com) by 2:00 p.m. local time on March 11, 2019.



# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: February 28, 2019, 11 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Mohamad Faraj

Project No.: RR-19-4451

### ATTENDEES SIGN-IN:

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
1.	JEFFREY Smith	± BDM	STAT ANALYSIS	JSMITH@STATANALYSIS.COM	312-733-0551
2.	Rob Salness	Project Engineer	Nelson Testing	rsalness@nelson-test.com	630-417-8990
3.	Alejandro Pesa	Train Engineer	WOOD	alejandropesa@woodplc.com	773 693 6030
4.	Jeff Schmitz	E.D.R.	TSC	jschmitz@tscorp.com	
5.	Mark Kazich	S/W DPM	GBC	mkazich@ardmore.com	X-4136
6.	Mike Valentia	SW GBC	GBC	mvalentia@ardmore.com	X 4321
7.				michael.valentia@ardmore.com	
8.	Rick Solant	PM	KS	ricksolant@ksfive.net	630-333-5832
9.	Dranna Dinkel	Diversity	Tollway	ddinkel@tollway.com	ed 1994
10.	Michele Goss	Diversity	Tollway	mgoss@tollway.com	ed 1/2/16
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# Capital Program

## MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: February 28, 2019, 11 AM

Meeting location: Tollway Engineering Conference Room 175

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Mohamad Faraj

Project No.: RR-19-4451

	NAME	TITLE	ORGANIZATION	EMAIL	PHONE NUMBER
24.	Kris Tyler	Estimator	ALTRAC CONDUIT CONSTRUCTION	KT Tyler@altracconduit.com	773-523-2200
25.	Caroyn Quigley	PE	FHP	cquigley@fhpaschen.com	773-444-3874
26.	Mustafa Hassan	DPM	ISTHA	Mhassan@istha.com	630-399-0489
27.	Jim Mayer	Eng Mgr	PMO	jmayer@egipm.com	312-402-0984
28.	Mo Faraj	PM	Tollway	mfaraj@egipm.com	312-402-0984
29.	Leon Kroat	DSE PM	Lochmueller Group	LKroat@lochgroup.com	773-715-0056
30.				Lochgroup.com	
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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**RR-19-4451 Reagan Memorial Tollway (I-88) Pavement and Structural Preservation  
Milepost 113.6 (IL Route 56) to Milepost 123.9 (IL Route 59)**

Date: March 7, 2019

Re: Questions Received from Plan Holders

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**QUESTION # 1**

Are the dates for Notice to Proceed and Contract Completion correct, it seems like a very short schedule?

**ANSWER # 1**

Yes the dates are correct.

---

**QUESTION # 2**

Has the Tollway tested the paint to be removed from the Orchard Road Bridge for Lead?

**ANSWER # 2**

The Tollway has not tested the paint to be removed from the Orchard Road Bridge for Lead. The contractor is required to follow the CLEANING AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES (IDOT GBSP 26) specification that is included with the contract requirements for contract RR-19-4451.

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**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-19-4451  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: February 13, 2019**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **March 22, 2019**.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. **The Bid Opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois Tollway at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30:00 a.m., local time, **March 22, 2019** at which time the Bids will be opened and the bids read aloud. Replace A-1 with the attached page A-1R. Replace P-1 with attached page P-1R.
2. The revised Special Provisions: J-8R, is included with this Addendum.



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

### **Change #1**

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

This replacement contains the following revisions:

- 1.1 Revised bid opening date from March 1, 2019 to March 22, 2019 on A-1R and P-1R.
- 1.2 Revised optional pre-bid meeting from February 15, 2019 at 10:00 am to February 28, 2019 at 11:00 am on A-1R.
- 1.3 Revised notice to proceed construction date from April 25, 2019 to May 24, 2019 on A-1R.
- 1.4 Revised last day for questions from February 20, 2019 to March 11, 2019 on A-1R.

### **Change #2**

Contract Requirements Volume I, Advertisement, Replace Page I-2 with Page I-2R (attached).

This replacement contains the following revisions:

- 2.1 Revised first sentence of Non-Collusion Affidavit section.

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

### **Change #1**

Contract Documents, Volume 2, J-8R.

- 1.1 Notice to Proceed date revised to May 24, 2019.

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**END OF ADDENDUM CHANGES**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-19-4451

Sealed Bids for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, March 22, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for February 28, 2019 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 May 24, 2019. All work under this Contract shall be completed by October 25, 2019.

The work under this Contract shall consist of: Rehabilitation of existing mainline and ramp pavements as defined by the Illinois Tollway, Structure rehabilitation, Installation of guardrail, Regrading and shaping of ditches, Miscellaneous sign truss repairs, Pipe cured-in-place lining, Landscape and soil erosion/sedimentation control measures, topsoil and seeding, Pavement markings, delineators and signage installation/relocation, Maintenance of traffic.

The work under this Contract is to be performed on: Reagan Memorial Tollway (I-88) between Mile Post 113.6 and Mile Post 123.9 in DuPage County and Kane County, Illinois.

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

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

Joint Ventures shall be limited to no more than 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, bid forms and other Contract Documents for this Contract are available from BHFx Digital Imaging and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via [www.illinoistollwaybidding.com](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 Mohamad Faraj @ [mfaraj@getipass.com](mailto:mfaraj@getipass.com), to be received no later than 2:00 p.m. local time on March 11, 2019.

A completed Questionnaire and a statement of Current Contractual Obligations on forms supplied by the Illinois Tollway will be required from the apparent low Bidder once the apparent low Bidder is determined. Each Bid must be accompanied by a Bid Guaranty in the amount of five (5%) 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: February 13, 2019

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**

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-19-4451**

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, March 22, 2019 and immediately thereafter publicly opened and read aloud.

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

The undersigned hereby proposes to perform: Rehabilitation of existing mainline and ramp pavements as defined by the Illinois Tollway, Structure rehabilitation, Installation of guardrail, Regrading and shaping of ditches, Miscellaneous sign truss repairs, Pipe cured-in-place lining, Landscape and soil erosion/sedimentation control measures, topsoil and seeding, Pavement markings, delineators and signage installation/relocation, Maintenance of traffic.

The services will be performed within the: Reagan Memorial Tollway (I-88) between Mile Post 113.6 and Mile Post 123.9 in DuPage County and Kane County, Illinois.

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

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

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

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

729001-01	APPLICATIONS OF TYPES A & B METAL POSTS (FOR SIGNS & MARKERS)
731001-01	BASE FOR TELESCOPING STEEL SIGN SUPPORT
780001-05	TYPICAL PAVEMENT MARKINGS

**IDOT DISTRICT 1 HIGHWAY STANDARDS**

<b>STANDARD NO.</b>	<b>TITLE</b>
BD-05	DETAILS FOR CONCRETE MEDIAN TYPE SB (DOWELLED) CORRUGATED MEDIAN (MODIFIED)
BD-07	STORM SEWER CONNECTION TO EXISTING SEWER
TC-08	ENTRANCE AND EXIT RAMP CLOSURE DETAILS
TC-14	TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC)
TC-22	ARTERIAL ROAD INFORMATION SIGN
TS-04	FLASHING BEACON INSTALLATION DETAILS
TS-07	DETECTOR LOOP INSTALLATION DETAIL FOR ROADWAY RESURFACING

**S.P. 103 CONTRACT COMPLETION DATE AND SUBSTANTIAL COMPLETION DATE**

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

The Contractor shall complete all work under this Agreement for the performance of Contract RR-19-4451 on or before 11:59 p.m. on **October 25, 2019** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

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

The Contractor shall complete all project work, with the exception of punch list work, by **October 4, 2019**.

**S.P. 103.3 INTERIM COMPLETION DATE – Orchard Road Ramps C & D**

The Contractor shall have completed all pavement patching work on Orchard Road Ramps C & D and removed all associated detour signing on or before 5:01 a.m. on **June 17, 2019**.

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

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no earlier than **May 24, 2019**. The Illinois Tollway will not issue the Notice to Proceed until all documents required by the Contract, including bonding and insurance requirements, are submitted by the Contractor and approved by the Illinois Tollway. A Time Extension Request shall not be considered should the Notice to Proceed be delayed due to the failure of the Contractor to submit contract

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**SPECIAL PROVISIONS**

**J-1 thru J-386**

**SPECIAL PROVISIONS**

**RECURR-1 thru RECURR-2**

**SPECIAL PROVISIONS**

**BDE-1 thru BDE-3**

**SPECIAL PROVISIONS**

**D1-1 thru D1-4**

**SPECIAL PROVISIONS**

**GBSP-1 thru GBSP-50**

# **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-19-4451**

Sealed Bids for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, March 22, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for February 28, 2019 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 May 24, 2019. All work under this Contract shall be completed by October 25, 2019.

The work under this Contract shall consist of: Rehabilitation of existing mainline and ramp pavements as defined by the Illinois Tollway, Structure rehabilitation, Installation of guardrail, Regrading and shaping of ditches, Miscellaneous sign truss repairs, Pipe cured-in-place lining, Landscape and soil erosion/sedimentation control measures, topsoil and seeding, Pavement markings, delineators and signage installation/relocation, Maintenance of traffic.

The work under this Contract is to be performed on: Reagan Memorial Tollway (I-88) between Mile Post 113.6 and Mile Post 123.9 in DuPage County and Kane County, Illinois.

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

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

Joint Ventures shall be limited to no more than 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, bid forms and other Contract Documents for this Contract are available from BHFx Digital Imaging and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via [www.illinoistollwaybidding.com](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 Mohamad Faraj @ [mfaraj@getipass.com](mailto:mfaraj@getipass.com), to be received no later than 2:00 p.m. local time on March 11, 2019.

A completed Questionnaire and a statement of Current Contractual Obligations on forms supplied by the Illinois Tollway will be required from the apparent low Bidder once the apparent low Bidder is determined. Each Bid must be accompanied by a Bid Guaranty in the amount of five (5%) 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: February 13, 2019**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

**CONTRACT NO: RR-19-4451**

Sealed Bids for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, March 1, 2019, at which time the Bids will be opened and the bids read aloud.

An optional pre-bid meeting is scheduled for February 15, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 10:00 am.

The work to be done under this Contract shall be started on or about April 25, 2019. All work under this Contract shall be completed by October 25, 2019.

The work under this Contract shall consist of: Rehabilitation of existing mainline and ramp pavements as defined by the Illinois Tollway, Structure rehabilitation, Installation of guardrail, Regrading and shaping of ditches, Miscellaneous sign truss repairs, Pipe cured-in-place lining, Landscape and soil erosion/sedimentation control measures, topsoil and seeding, Pavement markings, delineators and signage installation/relocation, Maintenance of traffic.

The work under this Contract is to be performed on: Reagan Memorial Tollway (I-88) between Mile Post 113.6 and Mile Post 123.9 in DuPage County and Kane County, Illinois.

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

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

Joint Ventures shall be limited to no more than 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, bid forms and other Contract Documents for this Contract are available from BHFx Digital Imaging and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via [www.illinoistollwaybidding.com](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 Mohamad Faraj @ [mfaraj@getipass.com](mailto:mfaraj@getipass.com), to be received no later than 2:00 p.m. local time on February 20, 2019.

A completed Questionnaire and a statement of Current Contractual Obligations on forms supplied by the Illinois Tollway will be required from the apparent low Bidder once the apparent low Bidder is determined. Each Bid must be accompanied by a Bid Guaranty in the amount of five (5%) 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: February 11, 2019



March 22, 2019

Mr. Roland Schneider, Authorized Agent & VP  
F.H. Paschen, S.N. Nielsen & Associates LLC  
5515 N East River Rd.  
Chicago, IL 60656

Subject: Illinois Tollway Contract RR-19-4451  
Pavement and Structural Preservation and  
Rehabilitation, Reagan Memorial Tollway (I-88),  
Mile Post 113.6 (Illinois Route 56) to Mile Post 123.9  
(East of Illinois Route 59)  
Apparent Low Bidder - Additional Required Bid Documents

Dear Mr. Schneider:

Congratulations! This letter is to inform you that F.H. Paschen, S.N. Nielsen & Associates LLC 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 March 27<sup>th</sup>, 2019** to:

Contract Services – RR-19-4451  
Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515  
[constructionbid@getipass.com](mailto:constructionbid@getipass.com)

**Required Documents:**

- Equal Employment Opportunity Workforce Projection (See EEO Special Provision) EEO 1256(s)
- Plant and Equipment Questionnaire and Current Contractual Obligations (See Section I # 9 and Section S)
- Disadvantaged Business Enterprise Participation and Utilization (See DBE Special Provision) DBE 2025(s)
- Veterans Small Business Participation and Utilization (See VOSB Special Provision) VOSB 2025(s)

Diversity Information	DBE	Veteran
(1) Advertised Goal (percentage)	25.00%	2.50%
(2) Core Bid Amount, as verified by Tollway review of P-Pages	\$7,741,544.95	
(3) Commitment in dollars, as verified by Tollway review of Form 2026	\$1,941,659.78	\$338,941.72
(4) Commitment in percent, as calculated from (3)/(2)	25.08%	4.37%
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. F.H. Paschen, S.N. Nielsen & Associates LLC is not to commence work on the above referenced solicitation until it receives an Authorization to Proceed from the Tollway. Thank you for your prompt attention to this matter.

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

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

Sincerely,



Laura Durkin  
 General Manager of Engineering  
 630-241-6800 Extension 4802  
[ldurkin@getipass.com](mailto:ldurkin@getipass.com)

CC:

- Paul Kovacs
- Ron Quinsey
- Mohamad Faraj
- Keisha Saintil
- Paul Lanzo
- Audra Degonia
- File: LT\_Tollway\_LD\_4451\_PostBidDocumentRequest\_03222019\_03\_01\_10

FH Paschen SN Nielsen  
 PR-19-4451

Documents Required with the Bid				
Bidder should use this checklist to ensure that all required documents are completed and included with its bid.				
Required Documents	Reference Volume I	Comments and Important Information		Included with Bid
Forms A (22 pages) or Forms B (3 or more pages)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	If a Joint Venture, must be submitted for each Joint Venture Partner	✓ 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 Bid Guaranty completed, Page P-3 completed with signatures, P-4	Section I-#4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.		✓
Bid Bond, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.		✓

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

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

## 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. BID GUARANTY**

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

### **7. WAGE STIPULATIONS**

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



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

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

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

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

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

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 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.

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

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

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

15. **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 matches the final contract book P-Pages. When submitting a hard copy bid, in the event of a discrepancy between the spreadsheet schedule of prices from the online plan room, and the contract book P-Pages, the contract book P-Pages and Addenda control and take precedence over the spreadsheet schedule of prices.

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, including updates on the General Services eProcurement System BidBuy (<https://bidbuy.illinois.gov>), referred to as "BidBuy". Procurement information may not be available in any other form or location. Bidder is responsible for monitoring BidBuy. The State will not be held responsible if Bidder fails to monitor BidBuy, or to fully complete their vendor registration in BidBuy.

23. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the IDOT Standard Procurement Rules 44 ILL ADM 6.390 through 6.440. All protests shall be in writing and filed with the CPO within 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  
401 S. Spring Street  
Suite 515 Stratton Office Building  
Springfield, IL 62706

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

Facsimile: (217) 558-1399

Illinois Relay: (800) 526-0844

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

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

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

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

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

Any Bidder who bids on public contracts must register with the IDHR to be eligible to be awarded public contracts. Any Bidder who registered previously but has a DHR number of 89999-00-0 or lower must re-register to maintain eligibility. Any IDHR number of 90000-00-0 or higher is valid for five 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:

- **CONSTRUCTIONWORKS PROGRAM**

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

See the Operational Guide for ConstructionWorks Program at <https://www.illinoistollway.com/doing->

- **EARNED CREDIT PROGRAM**

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

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

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

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

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

**31. REPORTING OF COMMUNICATIONS WITH VENDORS**

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

**32. INITIAL CONTACT INFORMATION**

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

**33. WEB-BASED PROJECT MANAGEMENT**

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

Once the apparent low Bidder is determined, all project correspondence occurring with the apparent low Bidder will be addressed to the Initial Contact person via e-mail from Contract Services and via the

web-based project management system. Initial correspondence is expected to consist of requests for information and responses related to DBE and subcontractor related items.

**34. SUBCONTRACTOR DISCLOSURE**

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

**35. PROCUREMENT COMPLIANCE MONITORS**

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

**36. PUBLICITY**

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

**37. RESPONSIBLE BIDDER AFFIDAVIT**

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

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

The Contractor agrees to report to the Tollway as soon as practically possible, but no later than 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 bids, contracts, certifications and disclosures, and other contract related documents to be entered into in connection with the resulting contract will be considered signed when the signature of a party is delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such scanned signature will be treated in all respects as having the same effect as an original wet ink signature.

42. **EXPATRIATED ENTITIES**

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

## PART II: Bid Requirements

<b>Bid</b>	Return with Bid
<b>Bid 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

<b>Prevailing Wage rates for DuPage County effective Sept. 1, 2017</b>												
<b>Trade Title</b>	<b>Region</b>	<b>Type</b>	<b>Class</b>	<b>Base Wage</b>	<b>Fore-man Wage</b>	<b>M-F OT</b>	<b>OSA</b>	<b>OSH</b>	<b>H/W</b>	<b>Pension</b>	<b>Vacation</b>	<b>Training</b>
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 FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
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	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
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		38.00	38.00	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	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	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		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
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	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

**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 DUPAGE COUNTY**

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

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

## EXPLANATION OF CLASSES

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

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

## TRAFFIC SAFETY

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

## CERAMIC TILE FINISHER

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

## COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN

(wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### **MARBLE FINISHER**

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

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

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

#### **OPERATING ENGINEER - BUILDING**

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

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

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

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

**Class 5. Assistant Craft Foreman.**

**Class 6. Gradall.**

**Class 7. Mechanics; Welders.**

#### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

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



**Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.**

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

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

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

**Class 6. Field Mechanics and Field Welders**

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

#### **OPERATING ENGINEER - FLOATING**

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

#### **TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION**

**Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet;**

Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

#### **TERRAZZO FINISHER**

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

#### **Other Classifications of Work:**

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

#### **LANDSCAPING**

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

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

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

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

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	13.77	13.20	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	18.88	0.00	0.63
CEMENT MASON	ALL	ALL		44.84	46.84	2	1.5	2	10.00	21.01	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	N	BLD		38.15	40.55	1.5	1.5	2	12.18	12.77	0.00	0.67
COMMUNICATION TECH	S	BLD		40.15	42.55	1.5	1.5	2	11.51	11.24	0.00	1.41
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	N	ALL		47.29	51.69	1.5	1.5	2	14.58	15.87	0.00	0.95
ELECTRICIAN	S	BLD		47.72	51.97	1.5	1.5	2	14.81	13.36	0.00	1.67
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
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		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	13.77	13.20	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	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	13.77	13.20	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	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		38.00	38.00	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		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	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		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SIGN HANGER	ALL	BLD		26.07	27.57	1.5	1.5	2	3.80	3.55	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		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
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	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	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 KANE COUNTY**

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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

## **EXPLANATION OF CLASSES**

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

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

## **CERAMIC TILE FINISHER**

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

## **COMMUNICATIONS TECHNICIAN**

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

## **MARBLE FINISHER**

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

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

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

#### **OPERATING ENGINEER - BUILDING**

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

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



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

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

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

**Class 5. Assistant Craft Foreman.**

**Class 6. Gradall.**

**Class 7. Mechanics; Welders.**

#### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### **OPERATING ENGINEERS - FLOATING**

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman;

Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

#### **TERRAZZO FINISHER**

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

#### **Other Classifications of Work:**

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

#### **LANDSCAPING**

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-19-4451**

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, March 22, 2019 and immediately thereafter publicly opened and read aloud.

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

The undersigned hereby proposes to perform: Rehabilitation of existing mainline and ramp pavements as defined by the Illinois Tollway, Structure rehabilitation, Installation of guardrail, Regrading and shaping of ditches, Miscellaneous sign truss repairs, Pipe cured-in-place lining, Landscape and soil erosion/sedimentation control measures, topsoil and seeding, Pavement markings, delineators and signage installation/relocation, Maintenance of traffic.

The services will be performed within the: Reagan Memorial Tollway (I-88) between Mile Post 113.6 and Mile Post 123.9 in DuPage County and Kane County, Illinois.

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

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

Addendum No. <u>  1  </u>	Date <u>  February 13, 2019  </u>
Addendum No. <u>  2  </u>	Date <u>  March 7, 2019  </u>
Addendum No. <u>          </u>	Date <u>                  </u>
Addendum No. <u>          </u>	Date <u>                  </u>

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

Accompanying this Bid is a Bid Guaranty:

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

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract RR-19-4451, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to Bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to Bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to Bidders shall become and be a part of said Contract as provided by law.

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

On the acceptance of this Bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the 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.**

CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on September 17, 2018.

RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which F. H. Paschen, S.N. Nielsen & Associates LLC is engaged or will become engaged as a Contractor or Manager; The Agents are As Follows:

James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
W. Mark Barkowski	Agent
Charles Freiheit	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
Leo J. Wright	Agent

Resolved further, that the following are authorized to sign on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

Riley C. Barron	Agent	William Rocha	Agent
Tedd Bloom	Agent	Ronald Rydosz	Agent
Perry Scott Bowden	Agent	Jeremy Seyller	Agent
Jeanette Charon	Agent	James Simon	Agent
Michael Clementi	Agent	Wayne Thompson	Agent
Anthony Izzi	Agent	Tony Trost	Agent
Matthew Moss	Agent	Michael Kusbel	Agent
Francis Mullaghy	Agent		

Resolved further, James J. Habschmidt, Secretary and each Assistant Secretary of of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC is authorized to certify the foregoing resolution to any third party to further business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 16<sup>th</sup> day of November, 2018.

[Redacted Signature]  
James Habschmidt  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 16th day of November, 2018.

[Redacted Name]  
Notary Public



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 Bid.

The undersigned is (check one)

an individual

a Partnership

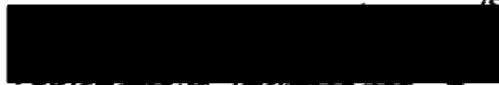
a Corporation  under the laws of the State of \_\_\_\_\_

having principal office at Cook County, Illinois 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 22nd day of March, by its Authorized Agent & VP, thereunto duly authorized.

F.H. Paschen, S.N. Nielsen & Associates LLC (SEAL)

(SEAL)



Affix Corporate Seal BY:  
or Power of Attorney Where Applicable

Roland Schneider, Authorized Agent & VP

Information below to be typed or printed where applicable.

**INDIVIDUAL:**

_____	_____
Name	Address

**PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:**

_____	_____
Name	Address

See Attached

_____	_____
Name	Address

_____	_____
Name	Address

**INCORPORATED:**

_____	_____
President	Address

_____	_____
Vice-President	Address

_____	_____
Secretary	Address

_____	_____
Treasurer	Address



## **Bid Notes**

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

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

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

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-19-4451 as specified in S.P. 103.1



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4451**  
**PAVEMENT AND STRUCTURAL PRESERVATION**  
**REAGAN MEMORIAL TOLLWAY (I-88)**  
**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	44000400	GUTTER REMOVAL	FOOT	680.0	10.00	6,800.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	29.0	20.00	580.00
	44000600	SIDEWALK REMOVAL	SQ FT	238.0	2.00	478.00
	44003100	MEDIAN REMOVAL	SQ FT	72.0	8.00	576.00
*	44004250	PAVED SHOULDER REMOVAL	SQ YD	227.0	15.00	3,405.00
*	44213200	SAW CUTS	FOOT	3,463.0	9.55	33,071.65
*	44213204	TIE BARS 3/4"	EACH	325.0	12.00	3,900.00
	50102400	CONCRETE REMOVAL	CU YD	2.7	2,500.00	6,750.00
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1.0	1,000.00	1,000.00
	50300260	BRIDGE DECK GROOVING	SQ YD	8.0	220.00	1,760.00
	50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	2.7	1,950.00	5,265.00
	50800105	REINFORCEMENT BARS	POUND	3,717.0	2.00	7,434.00
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	869.0	2.25	1,955.25
	50800530	MECHANICAL SPLICERS	EACH	26.0	75.00	1,950.00
	52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	EACH	7.0	3,885.00	27,195.00
	550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	258.0	74.00	19,092.00
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	240.0	91.50	21,960.00
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	16.0	594.50	9,512.00
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	63.0	58.20	3,666.60

Contractor Name =====&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;

F.H. Paschen, S.N. Nielsen &amp; Assoc., LLC

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4451**  
**PAVEMENT AND STRUCTURAL PRESERVATION**  
**REAGAN MEMORIAL TOLLWAY (I-88)**  
**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	41.0	601.95	24,679.95
	550A0400	STORM SEWERS, CLASS A, TYPE 2 21"	FOOT	37.0	285.45	10,561.65
	55100500	STORM SEWER REMOVAL 12"	FOOT	64.0	23.15	1,481.60
	55100900	STORM SEWER REMOVAL 18"	FOOT	274.0	20.45	5,603.30
	55101100	STORM SEWER REMOVAL 21"	FOOT	37.0	25.75	952.75
	55101200	STORM SEWER REMOVAL 24"	FOOT	240.0	20.60	4,944.00
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	2.0	1,999.00	3,998.00
	60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	1.0	1,612.00	1,612.00
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	5,998.00	5,998.00
*	60255410	CATCH BASINS TO BE CLEANED	EACH	28.0	450.00	12,600.00
	60500040	REMOVING MANHOLES	EACH	1.0	225.00	225.00
	60500060	REMOVING INLETS	EACH	1.0	225.00	225.00
	60600605	CONCRETE CURB, TYPE B	FOOT	5.0	250.00	1,250.00
	63200310	GUARDRAIL REMOVAL	FOOT	2,003.0	6.01	12,038.03
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	36,077.0	0.95	34,273.15
BDE	70300906	PAVEMENT MARKING TAPE, TYPE IV 6"	FOOT	12,190.0	1.45	17,675.50
BDE	70300908	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	753.0	2.00	1,506.00
	72300100	INSTALL EXISTING SIGN PANEL	SQ FT	555.0	10.60	5,883.00
	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	64.0	143.80	9,190.40

Contractor Name =====&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;

F.H. Paschen, S.N. Nielsen &amp; Assoc., LLC

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4451  
 PAVEMENT AND STRUCTURAL PRESERVATION  
 REAGAN MEMORIAL TOLLWAY (I-88)  
 ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
 MILEPOST 113.8 TO MILEPOST 123.9  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	227.0	150.00	34,050.00
	72400310	REMOVE SIGN PANEL - TYPE 1	SQ FT	4.0	100.00	400.00
	72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	340.0	15.10	5,134.00
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	226.0	24.00	5,424.00
	72400730	RELOCATE SIGN PANEL - TYPE 3	SQ FT	2,652.0	7.30	19,359.60
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	23,886.0	3.20	76,435.20
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	68.0	20.00	1,360.00
	73000100	WOOD SIGN SUPPORT	FOOT	316.0	27.00	8,532.00
	73100100	BASE FOR TELESCOPING STEEL SIGN SUPPORT	EACH	3.0	400.00	1,200.00
	73400100	CONCRETE FOUNDATIONS	CU YD	53.4	1,595.80	85,205.04
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	47.0	125.00	5,875.00
	73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	47.0	652.40	30,662.80
	78005110	EPOXY PAVEMENT MARKING - LINE 4"	FOOT	60.0	0.78	46.80
	78005130	EPOXY PAVEMENT MARKING - LINE 6"	FOOT	50,934.0	1.17	59,592.78
	84400105	RELOCATE EXISTING LIGHTING UNIT	EACH	14.0	950.16	13,302.24
	87900200	DRILL EXISTING HANDHOLE	EACH	3.0	650.15	1,950.45
D1	88800600	DETECTOR LOOP REPLACEMENT	FOOT	386.0	30.43	11,745.98
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	15,490.0	0.68	10,533.20
*	X0100003	CLEARING AND GRUBBING	SQ YD	178.0	20.00	3,560.00

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
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 REAGAN MEMORIAL TOLLWAY (I-88)  
 ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
 MILEPOST 113.8 TO MILEPOST 123.9  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0320157	CLEANING UNDERDRAIN OUTLETS	EACH	208.0	173.00	35,984.00
*	X0321962	CONNECTION OF EXISTING PIPE UNDERDRAIN	EACH	35.0	312.00	10,920.00
GBSP	X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	128.0	130.00	16,640.00
*	X0322278	RODENT SHIELDS	EACH	208.0	215.00	44,720.00
*	X0326331	CLEANING AND PAINTING BEARINGS	EACH	32.0	250.00	8,000.00
*	X0326899	SOLAR-POWERED FLASHING BEACON ASSEMBLY (COMPLETE)	EACH	1.0	4,233.36	4,233.36
*	X5420612	PIPE CULVERTS TO BE CLEANED 12"	FOOT	28.0	6.50	182.00
*	X5420618	PIPE CULVERTS TO BE CLEANED 18"	FOOT	177.0	9.50	1,681.50
*	X5420624	PIPE CULVERTS TO BE CLEANED 24"	FOOT	196.0	10.00	1,960.00
*	X5420630	PIPE CULVERTS TO BE CLEANED 30"	FOOT	124.0	11.00	1,364.00
*	X5420636	PIPE CULVERTS TO BE CLEANED 36"	FOOT	538.0	15.00	8,070.00
*	X5420642	PIPE CULVERTS TO BE CLEANED 42"	FOOT	542.0	17.00	9,214.00
*	X5537800	STORM SEWERS TO BE CLEANED 12"	FOOT	310.0	6.50	2,015.00
*	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	1,184.0	9.00	10,656.00
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	344.0	9.50	3,268.00
*	X5538200	STORM SEWERS TO BE CLEANED 24"	FOOT	757.0	10.00	7,570.00
*	X5538400	STORM SEWERS TO BE CLEANED 30"	FOOT	409.0	11.00	4,499.00
*	X5538600	STORM SEWERS TO BE CLEANED 36"	FOOT	726.0	15.00	10,890.00
*	X6065701	CONCRETE MEDIAN, TYPE SM-4.06	SQ FT	72.0	25.00	1,800.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
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PAVEMENT AND STRUCTURAL PRESERVATION  
REAGAN MEMORIAL TOLLWAY (I-88)  
ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
MILEPOST 113.6 TO MILEPOST 123.9  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.0	15,000.00	15,000.00
BDE	X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	18,808.0	0.30	5,581.80
GBSP	Z0001899	JACK AND REMOVE EXISTING BEARINGS	EACH	7.0	1,250.00	8,750.00
GBSP	Z0007101	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES NO. 1	L SUM	1.0	516,845.50	516,845.50
GBSP	Z0010501	CLEANING AND PAINTING STEEL BRIDGE NO. 1	L SUM	1.0	172,020.00	172,020.00
*	Z0010614	CLEANING EXISTING MANHOLE OR HANDHOLE	EACH	4.0	500.00	2,000.00
*	Z0010615	CLEANING EXISTING INLETS	EACH	5.0	500.00	2,500.00
*	Z0015550	DEBRIS REMOVAL	CU YD	12.0	250.00	3,000.00
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	97.0	450.00	43,650.00
*	Z0040530	PIPE UNDERDRAIN REMOVAL	FOOT	20.0	19.65	393.00
*	Z0065700	SLOPE WALL REPAIR	SQ YD	2.0	1,500.00	3,000.00
*	J1209040	SAND BACKFILL (SPECIAL)	CU YD	16.0	1,650.00	26,400.00
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	8,892.0	12.00	106,704.00
*	J1211124	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,214.0	9.25	20,479.50
*	J1213002	EXPLORATORY POTHOLING, UTILITIES	EACH	10.0	600.00	6,000.00
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	600.0	50.00	30,000.00
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	600.0	45.00	27,000.00
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	56,536.0	0.90	50,882.40
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	14,985.0	1.50	22,477.50

Contractor Name =====&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;

F.H. Paschen, S.N. Nielsen &amp; Assoc., LLC

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4451**  
**PAVEMENT AND STRUCTURAL PRESERVATION**  
**REAGAN MEMORIAL TOLLWAY (I-88)**  
**ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI406107	ASPHALT TACK COAT	POUND	57,938.0	0.04	2,317.44
*	JI406405	WARM-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	54.0	101.00	5,454.00
*	JI406505	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	42.0	122.00	5,124.00
*	JI406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	2,308.0	87.00	200,622.00
*	JI406900	CONSTRUCTING WARM MIX ASPHALT TEST STRIP	EACH	1.0	2,500.00	2,500.00
*	JI420026	PAVEMENT FABRIC	SQ YD	960.0	58.50	56,160.00
*	JI442404	CLASS D2 PATCHES, TYPE II, 6 INCHES	SQ YD	200.0	50.00	10,000.00
*	JI442855	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, 10 INCHES	SQ YD	295.0	225.00	66,375.00
*	JI442856	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE III, 10 INCHES	SQ YD	46.0	1,000.00	46,000.00
*	JI442857	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE IV, 10 INCHES	SQ YD	704.0	280.00	197,120.00
*	JI442895	SURFICIAL PARTIAL DEPTH PAVEMENT SPOT PATCHING	SQ FT	111.0	275.00	30,525.00
*	JI442905	DOWEL BARS 1 1/2"	EACH	2,050.0	15.00	30,750.00
*	JI442935	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE II, 13 INCHES	SQ YD	168.0	340.00	56,440.00
*	JI442936	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE III, 13 INCHES	SQ YD	141.0	330.00	46,530.00
*	JI442937	ACCELERATED PORTLAND CEMENT CONCRETE PATCHING, CLASS B, TYPE IV, 13 INCHES	SQ YD	819.0	260.00	212,940.00
*	JI451160	CRACK FILLING	FOOT	107,153.0	1.00	107,153.00
*	JI481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	207.0	35.00	7,245.00
*	JI481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	241.0	10.71	2,581.11
*	JI481140	AGGREGATE WEDGE SHOULDER, TYPE B	TON	2,314.0	30.00	69,420.00

Contract RR-19-4451

Addendum No. 2

P-8R

March 7, 2019













Contractor Name =====&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;

F.H. Paschen, S.N. Nielsen &amp; Assoc., LLC

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4451  
 PAVEMENT AND STRUCTURAL PRESERVATION  
 REAGAN MEMORIAL TOLLWAY (I-88)  
 ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 69  
 MILEPOST 113.6 TO MILEPOST 123.9  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT546100	PIPE UNDERDRAIN TO BE CLEANED, 6" DIAMETER	FOOT	1,311.0	4.50	5,899.50
*	JT598003	PARTIAL DEPTH PATCHING (BRIDGE)	EACH	28.0	1,455.00	40,740.00
*	JT599105	SLOPE WALL GAP FILLER REMOVAL AND REPLACEMENT	FOOT	390.0	21.00	8,190.00
*	JT602830	CLEAN DRAINAGE SYSTEM	EACH	37.0	600.00	22,200.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	250.0	1.00	250.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	600.0	8.00	4,800.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	52.0	15.00	780.00
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	28.0	50.00	1,400.00
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	13.0	250.00	3,250.00
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	109.0	100.00	10,900.00
*	JT701050	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, 24 SQ FT IN AREA OR LESS	SQ FT	40.0	25.00	1,000.00
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	100.0	40.00	4,000.00
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	72.0	60.00	4,320.00
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	28.0	300.00	8,400.00
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	12.0	900.00	10,800.00
*	JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	342.0	18.60	6,361.20
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	876.0	10.80	9,460.80
*	JT726010	MILEPOST MARKER ASSEMBLY, GROUND MOUNTED	EACH	9.0	220.80	1,987.20
*	JT726050	MILEPOST MARKER INSTALLATION	SQ FT	64.0	12.80	819.20

Contractor Name =====>>>>>>>>>>>>>>>>>>>

F.H. Paschen, S.N. Nielsen & Assoc., LLC

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
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PAVEMENT AND STRUCTURAL PRESERVATION  
REAGAN MEMORIAL TOLLWAY (I-88)  
ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
MILEPOST 113.6 TO MILEPOST 123.9  
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT733250	SIGN STRUCTURE RODENT SCREEN	EACH	26.0	228.50	5,941.00
*	JT733251	SIGN STRUCTURE ELECTRICAL REPAIR	L SUM	1.0	1,328.64	1,328.64
*	JT733252	SIGN STRUCTURE BOLT REPAIR	EACH	127.0	489.20	62,128.40
*	JT733253	SIGN STRUCTURE COVER PLATE REPAIR	SQ FT	20.0	1,037.60	20,752.00
*	JT733254	REMOVE AND REPLACE SIGN STRUCTURE SUPPORT MEMBER	EACH	25.0	2,146.60	53,665.00
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	4,700.0	0.41	1,927.00
*	JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FOOT	1,535.0	0.62	951.70
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	1,412.0	1.03	1,454.36
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	17,466.0	0.85	14,846.10
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	7,483.0	1.33	9,952.39
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	5,077.0	2.22	11,270.94
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	4,508.0	2.66	11,991.28
*	JT780330	MULTI-POLYMER PAVEMENT MARKING - LINE 24"	FOOT	60.0	5.32	319.20
*	JT780340	MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)	SQ FT	63.0	2.75	173.25
*	JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQ FT	359.0	2.75	987.25
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	37,340.0	1.20	44,808.00
*	JT783007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	100.0	20.00	2,000.00
*	JT814012	GROUND EXISTING HANDHOLE	EACH	8.0	452.00	3,616.00
*	JT814015	HANDHOLE COVER REPLACEMENT	EACH	2.0	500.00	1,000.00
*	JT900105	DITCH CLEANING	FOOT	3,997.0	18.00	71,946.00

Contractor Name =====>>>>>>>>>>>

F.H. Paschen, S.N. Nielsen & Assoc., LLC

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4451  
 PAVEMENT AND STRUCTURAL PRESERVATION  
 REAGAN MEMORIAL TOLLWAY (I-88)  
 ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
 MILEPOST 113.6 TO MILEPOST 123.9  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT900300	SHOULDER MICROSURFACING, SINGLE PASS, TYPE II	SQ YD	96,032.0	2.00	192,064.00
*	JT900560	SUBGRADE SOIL STABILIZATION, TYPE IA	SQ YD	1,048.0	35.00	36,610.00
*	JT990154	REMOVE AND REINSTALL ENERGY ATTENUATOR	EACH	1.0	3,606.04	3,606.04
<b>TOTAL AMOUNT OF CORE WORK</b>						<b>7,741,544.95</b>





Contractor Name =====>>>>>>>>>>>>>>>>

F.H. Paschen, S.N. Nielsen & Assoc., LLC

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4451**  
**PAVEMENT AND STRUCTURAL PRESERVATION**  
**REAGAN MEMORIAL TOLLWAY (I-88)**  
**ILLINOIS ROUTE 66 TO EAST OF ILLINOIS ROUTE 59**  
**MILEPOST 113.6 TO MILEPOST 123.9**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(5,000.00)	
	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)	
	999NEG98	FAILURE TO RESPOND TO AUTOMATIC TRANSFER AND BYPASS ISOLATION SWITCH REPLACEMENT SPECIAL PROVISION	INC/DAY		(2,000.00)	
<b>ADJUSTMENTS</b>						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
<b>INCENTIVES</b>						
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						449,000.00

TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						8,190,544.95
ECP BID CREDIT						125,000.00
AWARD CRITERIA						8,065,544.95

- S.P. COLUMN LEGEND
- \* INDICATES SPECIAL PROVISION
  - \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
  - \*\*\* INDICATES IDOT RECURRING SPECIAL PROVISION
  - BDE INDICATES IDOT BDE SPECIAL PROVISION
  - GBSP INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISION
  - D1 INDICATES IDOT DISTRICT 1 SPECIAL PROVISION

OPENED 3/22 2019  
 \_\_\_\_\_  
 BOND OR  
 CHECK ENCLOSED: YES  NO   
66

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

No. 00601

## Illinois State Toll Highway Authority

*This Certifies that F.H.Paschen, SN Nielsen has earned a total of \$474,917.51 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 11-January-2019*



The owner of this certificate # 601 is tendering  
\$ 125,000.- credits for use on bid for contract  
# PRR-16-4451 on (date) 3/22/2019. I understand that  
any credits not utilized for a winning bid will be returned.

Signed: 

## **FINANCIAL DISCLOSURES AND CERTIFICATIONS**

### **ALERT:**

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

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

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

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

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

#### **Forms A Section**

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

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

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

#### **Forms B Section**

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

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

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

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

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

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

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

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

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

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

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

Every 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-19-4451

**(Enter Tollway Contract Number)**

**SUBMITTING BIDDER:**

F.H. Paschen, S.N. Nielsen & Associates LLC

**(Enter Name of Firm)**

**ADDRESS:**

5515 N. East River Road

Chicago, Illinois 60656

STATE OF ILLINOIS )

) SS

COUNTY OF Cook )

The Affiant, Roland Schneider, being first duly sworn, upon oath deposes and says:

1. That the Affiant is Authorized Agent & VP of F.H. Paschen, S.N. Nielsen & Associates LLC who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-19-4451 (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.**

**SIGNATURE OF AFFIANT**

Roland Schneider, Authorized Agent & VP

**SUBSCRIBED AND SWORN BEFORE ME THIS 22nd DAY OF March, 20 19.**



**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:

Company Headquarters Located at: 5515 N. East River Road, Chicago, Illinois 60656

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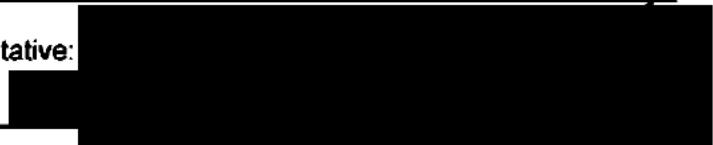
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Signature of Authorized Representative:



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Printed Name of Authorized Representative: Roland Schneider, Authorized Agent & VP

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Vendor Name: F.H. Paschen, S.N. Nielsen & Associates LLC

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Date: March 22, 2019

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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-19-4451**

**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.

<b><u>ITEM</u></b>	<b><u>INDIVIDUAL</u></b>	<b><u>TELEPHONE NO.</u></b>	<b><u>E-MAIL</u></b>
Schedule of Prices	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
Bid Guaranty	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
DBE 2026	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
EEO Program	Allison Maloney	773-444-3474	amaloney@fhpaschen.com
VOSB 2026	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
Financial Disclosures Forms A or Forms B	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
IDOT Certificate of Eligibility	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
Non-Collusion Affidavit – Page R-4	Roland Schneider	773-444-3474	rscneider@fhpaschen.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. RR-19-4451

AFFIDAVIT

State of Illinois )  
County of Cook ) SS

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

That his/her name is Roland Schneider, and he/she resides at  
Cook County, Illinois

and his/her office is at Cook County, Illinois. That he/she makes, and is authorized to  
make

this affidavit on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, a  
(Name of Corporation, Partnership, etc.)

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

of which he/she is Authorized Agent & VP  
(Sole owner, partner, president, etc.)

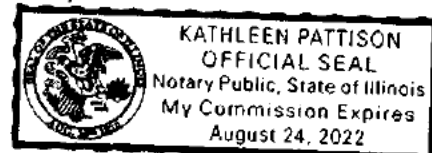
That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in Contract No. RR-19-4451 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said Bidder, 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]  
Roland Schneider (Affiant) Authorized Agent & VP

Sworn to before me and subscribed in my presence this 22nd day of March, 2019.

[Redacted Signature]  
(Notary Public)

My Commission Expires: August 24, 2022







**F.H. PASCHEN COMBINED COMPANIES  
CONSTRUCTION EQUIPMENT  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

DESCRIPTION		PURCHASE DATE
Excavator purchase-S-300 Bobcat	(0.834 CY)	06/25/08
M-8100 Slipform Curb & Half-width Paver	PCCP	12/12/08
G/H E-3000 8000011 & Ground Heater		12/24/08
80X42 Office Trailer		12/31/08
80X42 Office Trailer (75% Final Payment)		01/27/09
Pump, Hose, Purchase WAC PT6LT		02/20/09
Major Repair Allied Hammer Rebuild		03/04/09
Pump 6", WAC PT6LT 5815739, Hose w/ Strai		03/18/09
LVL form 3x6 2.0E, 75PC Pet to 31'11.5, 56		03/30/09
Steel Stiffbacks for FHP Gang Forms		03/31/09
Guntert & Zimmerman Final Finisher w/ Attach		04/27/09
Major Repair Outrigger Extension in Cylinder Grove		05/11/09
Auger & Flighting for Volvo 290B Excavator		06/11/09
Power Transition Adjuster for a C450X		07/02/09
Major Repairs to Gradall #276		08/28/09
EX33ILC Excavator Rebuild		09/18/09
Rebuild Rear Plantaries and Breaks Lull		12/08/09
Steering Controller, Hydraulic, & Sensors		01/05/10
Position Sensor Sunstrand #MCW102A1005		01/05/10
Groundrive Motor for Tiner		01/05/10
Major Repair 850 Dozer #286		01/27/10
Final Finisher Ski-Pavers #05-1/#06-2; E-1011		02/23/10
O'Leary's Major Repair E-Z Drill-2 Gang S/N #2929		03/04/10
O'Leary's Major Repair E-Z Drill-2 Gang S/N #2844		03/04/10
Miller Formless Shoulder Package	PCCP	04/16/10
2007 Cat 236B Skidsteer Bucket #295	(0.5 CY)	04/29/10
2007 Cat 236B Skidsteer Bucket #296	(0.5 CY)	04/29/10
2007 Cat 924GZ Wheel Loader Bucket #297	(3.6 CY)	04/29/10
2006 Cat 914 Wheel Loader Bucket #298	(1.75 CY)	04/29/10
2008 Pro Tech SP12L-Yellow 12' (Tall) #545		04/29/10
Major Repairs to Gradall 4100		06/15/10
RTS655 Robotic TS Kit		07/06/10
Hitachi ZX450LC Excavator w/ CF 72" Bucket	(0.75 CY)	09/29/10
Generator 70K Watt WAC G70		11/23/10
Major Repairs to Grove RT530E S/N: 221088		12/09/10
Towmaster T10T Trailer		08/26/11
Trimble S6 3" Robot & Ranger 3, SP Max		10/27/11
Piling Equipment Sheeting		11/10/11
Delmag Pile Hammer & Steel Swinging Leads		11/11/11
Welder, 250-400 AMP0135		11/23/11
Complete Scanning System with Accessories		12/22/11
2 Desiccant Dehumid. Electric 480 & 2 A/C Trane 480V		01/12/12
New Volvo L90F Wheel Loader S/N #28221	(3 CY)	01/30/12
Volvo L90F Wheel Loader S/N #27628	(3 CY)	01/30/12
CG600/3X8/DH, Grout Hose & Water Batcher		04/17/12
O'Leary's-Hydraulic Hammer		05/15/12
GNSS SPS985 Smart Antenna Kit & Upgrade		05/25/12

**F.H. PASCHEN COMBINED COMPANIES  
CONSTRUCTION EQUIPMENT  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

<b>DESCRIPTION</b>		<b>PURCHASE DATE</b>
GNSS SPS855 & SPS985 Kits & Upgrades		05/25/12
Rudd Link-Belt 238 HSL - Concrete 150 Ton Crane	150 Ton Crane	10/26/12
2012 L90F Wheel Loader with Bucket	(3 CY)	11/26/12
2012 L90G Wheel Loader with Bucket	(3.5 CY)	11/26/12
T & C I Belt Placer	PCCP	02/07/13
Gomaco GHP 2800 4 Track Paver equipped with Optional Hydraulic Edge Slump	PCCP	02/14/13
LS 218 HSL CRANE STOCK # 167916	110 Ton Crane	08/07/13
Link Belt 218 HSL Crane	110 Ton Crane	09/23/13
Link Belt 218 HSL Crane	110 Ton Crane	10/18/13
Custom Tie Back Machine 50' Continuous Stroke		11/19/13
ABI 22 Mobilram System		01/17/14
LoDril DH60 Universal		02/04/14
2013 Volvo EC220DL Excavator	(1.45 CY)	02/22/14
KR 802-3 Klemm Drill		07/31/14
336DL Excavator with hammer		09/12/14
2013 Volvo EC220DL Excavator	(1.73 CY)	11/07/14
Gradall XL4100 IV	245 HP	12/19/14
2014 John Deere 350G IT4 Excavator	(2.3 CY)	03/10/15
2014 John Deere 350G IT4 Excavator	(2.3 CY)	03/10/15
2014 John Deere Model 290GLC Excavator	(1.75 CY)	03/10/15
2014 John Deere Model 290GLC Excavator	(1.75 CY)	03/10/15
2014 John Deere Model 290GLC Excavator	(1.75 CY)	03/10/15
2014 Hitachi ZX350LC-5 Excavator	(2.7 CY)	03/10/15
2006 ZX240 Hitachi Excavator	(1.5 CY)	05/05/15
2014 John Deere 135G IT4 Excavator	(0.65 CY)	05/05/15
Soilmec SR-75 Self Erecting Drilling Rig		05/06/15
2014 Volvo L90G - Wheel Loader	(3 CY)	06/01/15
Soilmec SR-75 Self Erecting Drilling Rig		03/17/16
2016 Gomaco 9500 Trimmer	PCCP	04/25/16
Soilmec SR-45 Self Erecting Drilling Rig		06/06/16
Lieca Pavesmart 3D System for GHP 2800 Paver		06/23/17
Lieca Pavesmart 3D System for GHP 9500 Trimmer		06/23/17

**Total**

**F.H. PASCHEN COMBINED COMPANIES  
CONSTRUCTION EQUIPMENT  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

<b>DESCRIPTION</b>	<b>PURCHASE DATE</b>
HVD Hammer	07/18/95
20ft Jobsite Wagon/Form Rawler	11/16/95
Auger Drive Bit	11/16/95
71 Trailer units 8803/8802	06/23/97
2yd Concrete Bucket	12/04/97
DH180 Equipment #204	01/15/98
Office Trailer	01/26/98
Used EX400 Bucket	01/28/98
Vibrator	04/28/98
Generator & Vibrator	04/30/98
Transit	09/03/98
3000 gallon water tank	07/19/99
20 foot container	02/17/00
Allied Hydraulic Ram Hammer	04/27/00
Caterpillar Model #963 (3.0 CY)	11/16/00
Howell Tractor	12/31/00
Hitachi UH181 - major repairs	01/11/01
Daewoo Excavator - major repairs	03/22/01
Volvo Wheel Loader (3.5 CY)	06/30/01
Semi-Flatbed	08/10/01
UAL-Bobcat S/N 0249909MJ Skidsteer Loader (0.5 CY)	09/20/01
Skidsteer Loader S/N JAF2074903 (0.5 CY)	09/27/01
Atlas Copco Air Comp XAS 96 AC804	11/08/01
Bobcat Trailer - United Rentals	01/10/02
2 Kawasaki Pumps for Hitachi	04/11/02
National Trailer Sales	04/18/02
Volvo L90D Wheel Loader 2001 (3.5 CY)	07/02/02
Chicago Dept of Revenue	09/26/02
McCann-SkidSteer Loader (0.5 CY)	09/26/02
Grove RT530E Crane; S/N 221088-#100 30 Ton Crane	02/20/03
F&R Trailer Sales-flatbed trailer	02/20/03
McAllister - Volvo attachments	03/05/03
National Trailer Storage-2 steel contain	03/13/03
O'Leary's SkidSteer Loader (0.5 CY)	12/18/03
Hitachi EX200LC-5 Excavator (1.8 CY)	02/03/04
F & R Trailer Unit 539	03/04/04
F & R Trailer Unit 540	03/04/04
F & R Trailer Unit 541	03/04/04
Mobile Space Office Trailer	04/14/04
Bridge Overhang Buggy	04/29/04
Friskney Equipment Forklift	06/15/04
Reed Rockmaster concrete pump	09/20/04
Volvo L90E Wheel Loader (3.5 CY)	09/21/04
Backhoe Bucket	11/17/04
Skid Steer (0.5 CY)	11/22/04
Two Gomaco Bridge Deck Machines PCCP	01/20/05
Rexcon Town&Country I Slipform Paver PCCP	02/01/05

**F.H. PASCHEN COMBINED COMPANIES  
CONSTRUCTION EQUIPMENT  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

DESCRIPTION		PURCHASE DATE
Town&Country I Belt Placer/Spreader	PCCP	02/01/05
Rexcon Model 2600 Texture Cure Machine	PCCP	02/01/05
10 x 60 Mobile Office		05/11/05
12 x 60 Mobile Office		05/11/05
Used 2000 Dynapac CA252D Roller Compactor	125 HP	05/12/05
SSI-Cox Profilograph System	PCCP	06/17/05
200 10x12x10 paving forms		07/06/05
Drill, Slab Rider 2-G E-Z 210B-2SRA		08/10/05
NPK E-205 Hydraulic Hammer (new)		10/05/05
Triaxle Heavy Frame Trailer, Unit 546		10/05/05
Rexcon Attachment for Paver		10/06/05
John Deere Model 700H Crawler Bull Dozer	125 HP	10/12/05
8000# Lull Model 844 Rough Terrain	8000 lbs	10/12/05
Terex RT555 Rough Terrain Concrete Crane	55 Ton Crane	10/12/05
12x60 Mobile Office		12/15/05
12x60 Mobile Office		12/15/05
2005 John Deere 650JLT Crawler Bull Dozer	101 HP	04/01/06
2005 John Deere 650JLGP Crawler Bull Dozer	101 HP	04/01/06
2006 Volvo Model L90E Loader	(3.3 CY)	04/01/06
14' Heavyduty Trailer		04/19/06
2006 Haulmark Trailer 85x20		05/12/06
Used Gomaco9500 Trimmer Mechanical Spreader	PCCP	07/12/06
Drill Slab Rider 2-G EZ210B-2SRA		07/13/06
Drying Disc TMR-16-2 Rome		07/13/06
Gradall 24" and 40" Buckets		10/05/06
Morrison 47 1/2' Super Screed w/8HP Honda		10/11/06
EZ Drill #96961 Macro Dust Collection Kit		10/11/06
NPK E-205 Hammer		10/11/06
Major Repair to Bobcat T-250		12/11/06
Major Repair to RT530E		12/27/06
Town&Country Paving Machine	PCCP	02/22/07
2005 Ford F750XL Water Truck	2500 Gallon	03/07/07
2005 Ford F750XL Water Truck	2500 Gallon	03/07/07
Terex Excavator 225 LC1	(2.0 CY)	03/07/07
Gradall XL4100	(1.1 CY)	03/07/07
Gomaco Trimmer 9500 Mechanical Spreader	PCCP	03/19/07
2007 Econoline Trailer		05/03/07
18 'EQ Trailer		07/13/07
2007 Volvo fork Assembler		08/05/07
Ride on Roller Compactor	(125 HP)	10/26/07
Tax on Equipment		11/20/07
Survey Equipment Robot		12/14/07
Volvo Model L70E Wheel Loader	(3.0 CY)	01/24/08
2006 John Deere 850 J WXLT Dozer	200 HP	03/03/08
Major Repair Terex RT555		03/31/08
Rexcon Model 2600 Texture Cure Machine	PCCP	04/17/08
Testing Instrument - R-Meter MRK III		04/17/08



**F.H. PASCHEN COMBINED COMPANIES  
VEHICLES  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

DESCRIPTION	PURCHASE DATE
2001 Chevy Silverado Ext. Cab	06/28/01
Chevy Silverado 2002 - Reising	02/07/02
2002 Chevy Silverado	05/23/02
2002 Chevy Silverado	07/23/02
2003 Chevy Silverado	05/28/03
2003 Chevy Silverado	08/28/03
2004 Chevy Blazer	11/26/03
Chevy Blazer - Unit 1150	01/15/04
2004 Chevy Silverado w/Monroe Flat Bed-Unit 467	03/04/04
2004 Chevy Silverado w/Monroe Flat Bed-Unit468	03/04/04
2004 Chevy Silverado w/Monroe Flat Bed-Unit469	03/04/04
2004 Chevy Silverado - Unit 472	06/09/04
2005 Corvette - Unit 1153	09/09/04
1996 GMC 2000 Gallon Water Truck Unit 476	04/04/05
2002 Chevy 1500 Unit 475	04/27/05
2005 Chevy 1/2 Ton Pickup Unit 479	06/29/05
2005 Chevy Silverado Unit 481	07/20/05
2003 Chevy C4500 Unit 483	08/03/05
2005 Chevy Silverado Unit 484	08/03/05
2005 Chevy Silverado Unit 485	08/03/05
2005 Chevy Silverado Unit 486	08/17/05
2005 Chevy Express Van Unit 487	09/21/05
2005 Chevy Trailblazer Unit 1155	09/21/05
2005 Chevy Trailblazer Unit 1156	10/12/05
2005 Chevy G35 Express Van	12/21/05
2006 Chevy Silverado Unit 491	02/08/06
2006 Chevy Silverado Unit 490	02/08/06
2006 Chevy Silverado Unit 492	02/08/06
1996 GMC Truck 16' Gallon Dump	02/22/06
2006 Chevy Silverado Unit 493	02/22/06
2006 Chevy Silverado Unit 497	03/29/06
2006 Chevy Silverado Unit 498	04/14/06
2005 Chev Malibu Unit 1157	04/14/06
2002 Chevy Silverado Unit 402	04/26/06
2006 Chevy Silverado Unit 405	04/26/06
2006 Chevy Trail Blazer Unit 1159	04/26/06
2008 Chevy Silverado Unit 404	04/26/06
2006 Chevy Silverado Unit 494	05/03/06
2006 Chevy Silverado Unit 407	05/03/06
2006 Chevy Silverado Unit 410	05/10/06
2006 Chevy Silverado Unit 411	05/10/06
2005 Sierra Unit 408	05/10/06
2005 GMC Sierra Unit 409	07/12/06
2007 Chevy Silverado Unit 418	08/23/06
2007 Chevy Silverado Unit 419	08/23/06
2007 Chevy Silverado Unit 413	10/05/06
2006 Chevy Silverado Unit 422	11/02/06
2006 Chevy Silverado Unit 420	11/02/06
2002 Chevy Silverado	04/18/07
Lincoln Towncar	05/15/07
2007 Chevy Tahoe	06/22/07
2007 Chevy Silverado	10/18/07
2007 Jeep Grand Cherokee	12/14/07
2007 Jeep Grand Cherokee	12/14/07
2004 GMC Envoy Unit # 1182	02/11/08

**F.H. PASCHEN COMBINED COMPANIES  
VEHICLES  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

DESCRIPTION	PURCHASE DATE
(2) 2007 Maclander Trailer	03/19/08
2008 Chevy Silverado Unit #427	03/21/08
2008 Chevy Silverado Unit #428	03/21/08
2008 Chevy Silverado Unit #429	03/21/08
2008 Chevy Silverado Unit #431	03/21/08
2008 Chevy Silverado Unit #424	06/20/08
2007 Chevy Silverado Unit #433	06/25/08
2000 Chevy 3500 Unit #437	07/01/08
2000 Chevy 3500 Unit #436	07/01/08
2008 Chevy C1500 Unit #438	09/02/08
2008 Chevy Silverado Unit #439	09/02/08
2009 Dodge Challenger Unit #1168	12/03/08
2008 Chevrolet Trailblaze Unit#1186	12/15/08
2009 Chevrolet Silverado Unit#430	12/18/08
2008 Chevrolet Silverado #446	01/08/09
2009 Chevrolet Silverado #450	02/05/09
2009 Chevrolet Silverado #452	02/26/09
2009 Chevrolet Silverado #453	02/26/09
2009 Chevrolet Silverado #400	05/01/09
2009 Chevrolet Silverado #417	05/26/09
2010 Ford Explorer - LA	11/06/09
2010 Lexus RX 350 #1190	12/08/09
2008 GMC Sierra #442	12/08/09
2009 Cadillac STS #1191	02/09/10
2010 Cadillac CTS #1192	02/18/10
2008 Ford F250 4x4 #443	04/27/10
2008 Ford F250 4x4 #451	04/27/10
2008 Ford F250 4x4 #455	04/27/10
2008 Ford F250 4x4 #477	04/27/10
2008 Ford F250 4x4 #478	04/27/10
2008 Ford F250 4x4 #434	04/27/10
2008 Ford F250 4x4 #435	04/27/10
2008 Ford F250 4x4 #440	04/27/10
2007 Ford F250 Service Body #461	04/29/10
2007 E-250 Van #1169	04/29/10
2007 E-250 Van #1170	04/29/10
2008 Chevrolet Equinox #1173	05/20/10
2010 Toyota 4 Runner #1174	08/24/10
2010 Chevrolet Silverado 1500 #488	09/07/10
2010 Jeep Patriot 4x4 #1175	09/30/10
2010 Jeep Patriot Sport FWD #1176	09/30/10
2008 Chevrolet Silverado #499	02/12/11
2009 Chevrolet Silverado	02/12/11
2008 Chevrolet Silverado #470	02/25/11
2011 Chevrolet Silverado 1500 #4001	02/28/11
2011 Chevrolet Silverado #4002	03/10/11
2011 Chevrolet Silverado #4003	03/10/11
2011 Chevrolet Silverado 2500 #4004	03/17/11
2011 Jeep Patriot #1194	03/29/11
2011 Jeep Patriot #1195	03/29/11
2011 Chevrolet Silverado #4005	03/31/11
2011 Chevrolet Silverado-Unit 4006	04/23/11
2011 Jeep Grand Cherokee Laredo #1196	05/19/11
2011 Jeep Patriot #1197	05/21/11
2011 Jeep Patriot #1198	05/21/11

**F.H. PASCHEN COMBINED COMPANIES  
VEHICLES  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

DESCRIPTION	PURCHASE DATE
2011 Chevrolet Silverado-Unit 4008	05/26/11
2011 Chevrolet Equinox #1199	06/14/11
2011 Chevrolet Silverado-Unit 4012	06/29/11
2011 Chevrolet Silverado-Unit 4011	06/29/11
2011 Chevrolet Silverado-Unit 4013	06/29/11
2011 Chevrolet Silverado-Unit 4014	06/29/11
2011 Jaguar XJL SC	07/25/11
2011 Chevrolet Equinox #1140	07/28/11
2011 Chevrolet 1500 #4015	08/02/11
2012 GMC Acadia Denali #1151	09/26/11
2011 Jeep Patriot #1141	10/27/11
2011 Jeep Patriot #1145	10/29/11
2012 Chevrolet Traverse #1144	11/01/11
2011 Chevrolet Express Cargo Van #1143	11/02/11
2011 Chevrolet Silverado 2500 #4016	11/29/11
2012 Chevrolet Cruze-Unit 4018	11/30/11
2012 Chevrolet Cruze-Unit 4019	11/30/11
2012 Chevrolet Cruze-Unit 4020	11/30/11
2012 Jeep Patriot #1146	12/01/11
2011 Chevrolet Silverado #4017	12/05/11
2012 Jeep Grand Cherokee #1147	02/28/12
2012 Chevrolet Silverado #4023	02/28/12
2012 Chevrolet Silverado #4024	02/28/12
2012 Chevrolet Silverado #4022	02/28/12
2012 Chevrolet Silverado #4025	03/07/12
2012 Chevrolet 1500 Unit #4027	03/26/12
2012 Chevrolet Silverado #4028	06/07/12
2012 Chevrolet Silverado #4029	06/07/12
2012 Chevrolet Silverado #4030	06/07/12
2012 Chevrolet Silverado #4031	06/07/12
2012 Chevrolet Silverado #4032	06/07/12
2012 Chevrolet Silverado #4033	06/07/12
2012 Chevrolet Silverado #4034	06/07/12
2009 GMC Sierra 2500HD 4WD #448	10/20/12
2012 Acura MDX Vehicle #1154	10/31/12
2013 Chevrolet Equinox FWD #1161	01/15/13
2013 Chevrolet Equinox FWD #1160	01/15/13
2013 Chevrolet Cruze #4038	03/04/13
2013 Chevy Equinox #1155	06/21/13
2013 Chevy Silverado Reg Cab #4039	07/29/13
2013 Chevy Silverado Reg Cab #4040	07/29/13
2013 Chevy Silverado Ext Cab #4041	07/31/13
2013 Chevy Silverado Ext Cab #4042	07/31/13
2006 GMC C4500 Mechanics Truck #4043	08/01/13
2006 Ford F350 Super Duty Mechanics Truck #4044	08/01/13
2013 Chevy Silverado 2500 #4045	08/15/13
2013 Chevy Silverado Stalworth #4046	09/03/13
2013 Chevy Silverado Stalworth #4047	09/03/13
2003 Ford F650 Super Duty Unit 4049	10/25/13
2014 Chevy Silverado #4048	10/29/13
2014 Chevrolet Corvette #2017	11/12/13
2013 Chevy Silverado Reg Cab #4052	11/25/13
2014 Chevy Silverado Reg Cab #4050	11/26/13
2014 Chevy Silverado Reg Cab #4051	11/26/13
2013 Chevrolet Silverado Ext Cab #4053	12/26/13

**F.H. PASCHEN COMBINED COMPANIES  
VEHICLES  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

DESCRIPTION	PURCHASE DATE
2014 Chevrolet Silverado 4WD #4055	01/15/14
2014 Chevrolet Silverado Crew Cab #4054	01/20/14
2014 Chevrolet Silverado Double Cab #4056	01/23/14
2014 Chevrolet Silverado Double Cab #4057	01/23/14
2014 Chevrolet Silverado Double Cab #4058	01/23/14
2014 Chevrolet Silverado Reg Cab #4059	01/28/14
2014 Chevrolet Silverado Crew Cab #4060	02/07/14
2011 Chevrolet Equinox #1148	02/25/14
2013 Chevrolet Silverado Ext Cab #4062	03/04/14
2013 Chevrolet Silverado Ext Cab #4063	03/04/14
2014 Chevrolet Silverado Reg Cab #4064	03/10/14
2013 Chevrolet Silverado Ext Cab #4065	03/14/14
2013 Chevrolet Silverado Ext Cab #4066	03/14/14
2014 Chevrolet Silverado Reg Cab #4067	03/18/14
2014 Chevrolet Silverado Reg Cab #4068	03/18/14
2014 Chevrolet Silverado Reg Cab #4061	03/25/14
2014 Chevrolet Silverado 4WD #4069	03/25/14
2014 Chevrolet Silverado 4WD #4070	03/25/14
2013 Chevy Silverado Truck #4071	04/01/14
2014 Chevy Silverado Reg Cab #4072	04/01/14
Chevy 1500 Vehicle #4073	04/08/14
2014 Chevy 3500 Vehicle #4076	04/10/14
2014 Chevy 3500 Vehicle #4075	04/10/14
2014 Chevy 3500 Vehicle #4074	04/10/14
2003 Ford F550 #4077	04/10/14
2007 Chevy Silverado #4078	04/10/14
2014 Chevy Silverado 1500 Double Cab #4079	04/16/14
2014 Chevy Silverado 2500 #4082	04/16/14
2014 Chevy Silverado 2500 #4083	04/16/14
2014 Chevy Silverado 2500 #4084	04/16/14
2014 Chevy Silverado 3500 #4080	04/16/14
2014 Chevy Silverado 2500 Reg Cab #4081	04/16/14
2014 Chevrolet Silverado Reg Cab #4086	04/17/14
2014 Chevrolet Silverado 1500 Reg Cab #4087	04/17/14
2014 Chevrolet Silverado Reg Cab #4085	04/17/14
2013 Chevrolet Silverado 2500 Ext Cab #4089	04/22/14
2013 Chevrolet Silverado 2500 Ext Cab #4088	04/22/14
2015 Chevy 3500HD #4090	05/09/14
2015 Chevy Tahoe #1162	06/05/14
Chevy Equinox #1165	06/09/14
Chevy 3500 Flatbed #4091	06/12/14
2015 Chevy Silverado 3500 #4092	06/23/14
2015 Chevy Silverado 3500 #4094	06/23/14
2015 Chevy Silverado 3500 #4095	06/23/14
2015 Chevy Silverado 3500 #4093	06/24/14
2003 Chevy Truck #4096	07/02/14
2002 Chevy Silverado #4098	07/02/14
2014 Chevy Traverse #4097	07/03/14
2014 GMC Sierra 1500 #4099	07/17/14
2014 Chevy Silverado Reg Cab #4101	08/01/14
2014 Chevy Silverado Double Cab #4102	08/01/14
2003 Chevy Silverado #4103	08/04/14
2014 Chevy Silverado Reg Cab #4104	08/06/14
2015 Chevy Silberado Double Cab #4105	08/07/14
2014 Chevy Silverado #4106	09/15/14

**F.H. PASCHEN COMBINED COMPANIES  
VEHICLES  
DECEMBER 31, 2017  
ILLINOIS DEPARTMENT OF TRANSPORTATION**

DESCRIPTION	PURCHASE DATE
2014 Chevy Silverado #4107	09/17/14
2015 Cadillac Escalade ESV	04/06/15
2015 Jeep Grand Cherokee #1167	05/05/15
2015 Jeep Patriot #1171	05/05/15
2015 Jeep Patriot #1172	05/05/15
2012 Chevrolet Silverado 1500 #4108	07/01/15
2016 Jaguar F-Type	10/29/15
2016 Chevy Equinox #1180	11/02/15
2016 Chevy Equinox #1181	11/02/15
2016 Chevy Silverado #4111	01/29/16
2016 Chevy Equinox #1193	02/12/16
2016 Chevy Silverado #4112	02/15/16
2016 Chevy Silverado #4113	02/22/16
2016 Chevy Silverado #4115	03/17/16
2016 Ford F-550 #4114	03/18/16
2016 Chevy Silverado #4116	03/21/16
2016 Chevy Traverse #1139	04/01/16
2016 Cadillac Escalade #1188	05/06/16
2016 Chevy Equinox #1177	05/24/16
2016 Chevy Express Van #1138	06/07/16
2016 Chevy Silverado 1500 #4036	08/20/16
2016 Chevy Silverado #4117	07/19/16
2016 Chevy Silverado #4118	08/31/16
2016 Honda CR-V #1137	09/06/16
2016 Chevy Tahoe #4037	10/04/16
2016 Chevy Tahoe #1136	10/18/16
2017 Chevy Equinox #1135	10/19/16
2017 Chevy Tahoe #1133	01/04/17
2017 Chevy Traverse #1134	01/04/17
2017 Chevy Equinox #1132	01/17/17
2017 Chevy Equinox #1130	01/18/17
2017 Jeep Grand Cherokee #1129	05/09/17
2017 Chevy Silverado #4119	05/08/17
2017 Chevy Silverado #4120	05/09/17
2017 Chevy Corvette #1128	05/11/17
2017 Chevy Silverado 1500 Crew Cab #4121	06/06/17
2017 Chevy Silverado 1500 Crew Cab #4122	06/14/17
2017 Chevy Silverado 2500 HD #4123	08/30/17
2017 Chevy Silverado 1500 #4124	09/08/17
2018 Chevy Silverado #4125	10/26/17

**TOTALS**



**CONTRACT NO. RR-19-4451**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

**2c) EQUIPMENT TO BE PURCHASED**

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR	APPROXIMATE COST
None Anticipated At This Time					

**CONTRACT NO. RR-19-4451**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

**3. SUB-CONTRACT WORK**

List below the portions of the work which will be performed by subcontractors, the pay items which they relate to, the approximate value of the work to be subcontracted, and the names of firms being considered.

<b>SCOPE OF WORK</b>	<b>RELATED PAY ITEM</b>	<b>% OF TOTAL CONTRACT</b>	<b>APPROX. \$ VALUE</b>	<b>IDENTIFIED CONTRACTOR</b>

**4. MATERIALS COMMITMENTS**

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

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

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**CONTRACT NO. RR-19-4451**

**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 Affidavit of Availability				

TOTAL UNDER CONTRACT AND UNEARNED

**WORK AS SUB-CONTRACTOR**

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

TOTAL SUBLET AND UNEARNED

**LOW BIDS SUBMITTED, OPENED AND NOT APPROVED**

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

TOTAL OF BIDS PENDING AWARD \_\_\_\_\_

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

F.H. Paschen, S.N. Nielsen & Associates LLC

BIDDER

March 22, 2019

DATE

\_\_\_\_\_  
 [Redacted Signature]

BY:

SIGNATURE

\_\_\_\_\_  
 Schneider, Authorized Agent & VP

TITLE

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

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



**Illinois Department of Transportation**

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

**Affidavit of Availability**  
For Letting of April 26, 2019

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

**PART I. WORK UNDER CONTRACT**

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

	1	2	3	4	
Contract Number	E-5-5003	61D18	ARFF No. 2	RR Bridge 47C	
Contract With	CDOT	IDOT	CDOA	Indiana Harbor B	
Estimated Completion Date	March 30, 2019	December 2017	February 2019	April 3, 2018	
Total Contract Price	\$28,739,653	\$3,128,921	\$15,538,000	\$4,859,975	<b>Accumulated Totals</b>
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,899,225	\$351,012	\$8,556,062	\$201,390	\$729,536,339
Uncompleted Dollar Value if Firm is the Subcontractor					\$0
<b>Total Value of All Work</b>					<b>\$729,536,339</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				\$10,757,782
Portland Cement Concrete Paving				\$27,912,592
HMA Plant Mix				\$0
HMA Paving				\$0
Clean & Seal Cracks/Joints				\$0
Aggregate Bases & Surfaces			\$0	\$0
Hwy, R.R. & Wtrwy Strctrs	\$194,506			\$36,481,612
Drainage				\$0
Electrical				\$0
Cover and Seal Coats				\$0
Concrete Construction		\$45,888	\$0	\$20,360,101
Landscaping				\$0
Fencing				\$0
Guardrail				\$0
Painting				\$0
Signing				\$0
Cold Milling, Planning & Rotomilling				\$0
Demolition				\$4,547,956
Pavement Markings ( Paint )				\$0
Other Construction (List)			\$0	\$0
Building Construction			\$1,386,340	\$74,490,180
				\$0
				\$0
<b>Totals</b>	<b>\$194,506</b>	<b>\$45,888</b>	<b>\$1,386,340</b>	<b>\$0</b>
				<b>\$174,550,222</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.

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4
Subcontractor	Kapur	Kapur	Lindahl	Kapur
Type of Work	Survey	Survey	Grading	Survey
Subcontract Price	\$125,139	\$6,951	\$534,281	\$23,296
Amount Uncompleted	\$12,395	\$0	\$79,075	\$0
Subcontractor	K-5	Kalgen	Martinez	Arteaga
Type of Work	Asphalt	Quality Control	Underground	Landscape
Subcontract Price	\$166,921	\$24,005	\$325,000	\$40,571
Amount Uncompleted	\$0		\$29,500	\$0
Subcontractor	Hecker	Johnson Paving	Industrial Fence	Industrial Fence
Type of Work	Electrical	Asphalt	Fence	Fence
Subcontract Price	\$1,361,780	\$58,998	\$79,896	\$52,768
Amount Uncompleted	\$556,623	\$4,455	\$79,896	\$0
Subcontractor	Industrial Fence	C R Schmidt	Del Toro	Stalworth
Type of Work	Fence	Pavers	Landscape	Piling
Subcontract Price	\$2,992,019	\$137,040	\$75,328	\$1,028,550
Amount Uncompleted	\$360,205	\$18,432	\$71,028	\$201,390
Subcontractor	Natural Creations	Bofo	M A Rebar	Clausen
Type of Work	Landscape	Sealant	Rebar Erection	Erection
Subcontract Price	\$927,915	\$10,700	\$252,942	\$244,596
Amount Uncompleted	\$715,172	\$10,700	\$252,942	\$0
Subcontractor	Clean Cut	Northern	Johnson Control	Maint Ctg.
Type of Work	Clearing	Fence	Fire Protection	Striping
Subcontract Price	\$18,143	\$81,511	\$287,833	\$20,560
Amount Uncompleted	\$6,964	\$3,446	\$274,604	\$0
Subcontractor	Archon	Muellermist	Midwest	Ray Edwards
Type of Work	Utility	Irrigation	Skylight	Underground Utility
Subcontract Price	\$107,187	\$32,750	\$29,685	\$135,095
Amount Uncompleted	\$19,525	\$0	\$3,393	\$0
Subcontractor	JEM	ViMak	Abuta	Traffic Control
Type of Work	Traffic Control	Masonry	Utilities	TCP
Subcontract Price	\$133,961	\$352,443	\$1,088,000	\$27,459
Amount Uncompleted	\$33,835	\$38,565	\$646,695	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$11,556,353	\$1,234,647	\$13,017,381	\$1,863,730
Amount Uncompleted	\$0	\$229,526	\$5,732,589	\$0
<b>Total Uncompleted</b>	<b>\$1,704,719</b>	<b>\$305,124</b>	<b>\$7,169,722</b>	<b>\$201,390</b>

I, being duly sworn, do hereby declare that 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.



**Illinois Department of Transportation**

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

**Affidavit of Availability**  
For Letting of April 28, 2019

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

**PART I. WORK UNDER CONTRACT**

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

	5	Pending	7	8	9
Contract Number	Bridge Repair 62F7 Wells - Wentworth	Bryne	Skinner	9C-27C Runway	
Contract With	IDOT	CDOT	PBC	PBC	CDOA
Estimated Completion Date	June, 2018	May 28, 2021	August 13, 2018	Nov. 15, 2018	March 1, 2019
Total Contract Price	\$666,528	\$40,710,754	\$13,611,000	\$12,086,198	\$104,628,123
Uncompleted Dollar Value if Firm is the Prime Contractor	\$12,202	\$40,710,754	\$656,569	\$1,278,398	\$15,035,690
Uncompleted Dollar Value if Firm is the Subcontractor					

**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 sub-contracted 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.

Earthwork	\$6,495,147			\$168,750
Portland Cement Concrete Paving	\$865,015			\$4,721,607
HMA Plant Mix				
HMA Paving				
Clean & Seal Cracks/Joints				
Aggregate Bases & Surfaces				
Hwy. R.R. & Wtrwy Strctrs	\$15,661,488			
Drainage				
Electrical				
Cover and Seal Coats				
Concrete Construction				
Landscaping				
Fencing				
Guardrail				
Painting				
Signing				
Cold Milling, Planning & Rotomilling				
Demolition	\$3,201,000			
Pavement Markings ( Paint )				
Other Construction (List)				
Building Construction			\$104,482	\$214,239
Totals	\$0	\$26,222,650	\$104,482	\$214,239
				\$4,890,357

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.

**Part III. Work Subcontracted to Others.**

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

	5	Pending	7	8	9
Subcontractor	ACS		Midwest	Garces	Kapur
Type of Work	Restoration		Fence	Plumbing	Survey
Subcontract Price	\$301,094		\$47,941	\$450,371	\$718,490
Amount Uncompleted	\$0		\$0	\$10,000	\$214,952
Subcontractor	Vector		Homer	Fence Masters	K-5
Type of Work	Corrosion		Clearing	Fence	Asphalt
Subcontract Price	\$46,940		\$11,000	\$111,542	\$12,059,334
Amount Uncompleted			\$0	\$15,500	\$1,857,764
Subcontractor	ABC Ctg		Harrington	Jade	Clausen
Type of Work	Coating System		Utilities	Carpentry	Erection
Subcontract Price	\$1,636		\$1,360,780	\$44,798	\$1,986,905
Amount Uncompleted	\$0		\$174,555	\$8,000	\$0
Subcontractor	Clausen		Araiza	Bofo	Midwest Fence
Type of Work	Steel Erection		Concrete	Sealant	Fence
Subcontract Price	\$80,990		\$906,365	\$57,000	\$151,651
Amount Uncompleted	\$0		\$3,241	\$28,000	\$15,323
Subcontractor	Traffic Service		Midwest Fire Pr	Continental	TCP
Type of Work	Traffic Control		Fire Proofing	Painting	Traffic Control
Subcontract Price	\$81,273		\$52,065	\$76,501	\$519,330
Amount Uncompleted	\$0		\$0	\$9,050	\$6,313
Subcontractor			F & G	Smart	Perform Traffic
Type of Work			Roofing	Elevators	Traffic Control
Subcontract Price			\$375,588	\$180,000	\$214,268
Amount Uncompleted			\$0	\$15,625	\$0
Subcontractor			Bofo	M W Powel	Northwest G C
Type of Work			Sealant	Roof	Utility
Subcontract Price			\$146,414	\$281,910	\$10,852,924
Amount Uncompleted			\$82,024	\$44,910	\$1,510,541
Subcontractor			US Arch. Glass & N	Automatic	Red Ant
Type of Work			Glass	Fire Protection	Boring
Subcontract Price			\$407,000	\$101,171	\$1,011,200
Amount Uncompleted			\$2,000	\$1,000	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$0	\$14,488,104	\$11,521,363	\$9,856,370	\$64,236,491
Amount Uncompleted	\$12,202	\$14,488,104	\$290,267	\$932,074	\$6,540,440
Total Uncompleted	\$12,202	\$14,488,104	\$552,087	\$1,064,159	\$10,145,333

I, being duly sworn, do hereby declare that 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.



# Illinois Department of Transportation

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

**Affidavit of Availability**  
For Letting of April 26, 2019

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

## PART I. WORK UNDER CONTRACT

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

	10	11	12	13	14
Contract Number			15-123-3D Stickney West Side	04-128-	04-132-3D
Contract With			MWRD	MWRD	MWRD
Estimated Completion Date			Nov 2017	March 2018	May 17, 2019
Total Contract Price			\$2,095,600	\$92,875,881	\$4,122,919
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0	\$0	\$62,868	\$4,643,794	\$824,584
Uncompleted Dollar Value if Firm is the Subcontractor					
			Joint Venture Portion	Joint Venture Portion	Joint Venture Portion

## 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 sub-contracted 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.

Earthwork		\$0			\$284,647
Portland Cement Concrete Paving		\$0			
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Airway Strctrs		\$0			\$1,343,161
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition		\$0			
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction			\$6,408		\$2,495,110
Totals	\$0	\$0	\$6,408	\$0	\$4,122,919

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.

**Part III. Work Subcontracted to Others.**

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

	10	11	12	13	14
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price			\$1,882,014	\$8,559,438	\$0
Amount Uncompleted			\$56,460	\$4,643,794	
Total Uncompleted	\$0	\$0	\$56,460	\$4,643,794	\$0

I, being duly sworn, do hereby declare that 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.





**Illinois Department of Transportation**

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

**Affidavit of Availability**  
For Letting of April 26, 2019

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

**PART I. WORK UNDER CONTRACT**

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

	15	16	17	18	19
Contract Number	Ramp Tower	Stinger Conc L	Washington Wabas	Rock Island Yard	Ring Tunnel
Contract With	CDOA	AA	CDOT	Metra	CDOA
Estimated Completion Date	Dec. 31, 2018	May 1, 2017	Feb. 28, 2016	March 2020	Feb 2019
Total Contract Price	\$10,008,617	\$56,261,310	\$84,987,153	\$29,429,000	\$3,044,204
Uncompleted Dollar Value if Firm is the Prime Contractor	\$3,686,082	\$735,691	\$424,813	\$26,449,097	\$249,949
Uncompleted Dollar Value if Firm is the Subcontractor					

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

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Earthwork				\$453,213	
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					\$60,962
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$1,400,450			\$2,355,007	
Totals	\$1,400,450	\$0	\$0	\$2,808,220	\$60,962

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**Part III. Work Subcontracted to Others.**

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

	15	16	17	18	19
Subcontractor	Cabo	Northwest	Alpine	Alpine	Traffic Service
Type of Work	Utilities	General	Demolition	Demolition	Traffic Control
Subcontract Price	\$135,020	\$2,222,221	\$1,317,598	\$387,775	\$6,797
Amount Uncompleted	\$0	\$705,142	\$0	\$237,292	\$0
Subcontractor	Del Toro	Peerless	Central	Clausen	FE Moran
Type of Work	Landscape	Fence	Sprinklers	Steel Erection	Fire Protection
Subcontract Price	\$65,510	\$201,218	\$122,569	\$172,400	\$6,245
Amount Uncompleted	\$65,510	\$0	\$0	\$107,690	\$0
Subcontractor	Natola	Rossi	MA Steel	Pinto	Block
Type of Work	Concrete	Site Work	Rebar Erection	Carpentry	Electrical
Subcontract Price	\$115,838	\$4,108,275	\$351,098	\$407,057	\$137,000
Amount Uncompleted	\$16,255	\$22,189	\$0	\$407,057	\$24,740
Subcontractor	Clausen	Reyes	Jade	Hlomah	National
Type of Work	Steel Erection	Utilities	Carpentry	Terrazzo	Painting
Subcontract Price	\$313,979	\$2,189,219	\$645,752	\$231,000	\$69,255
Amount Uncompleted	\$0	\$0	\$1,059	\$231,000	\$38,665
Subcontractor	Bofo	Hartman	Lake Shore Glass	Uptown	Bofo
Type of Work	Sealant	Electrical	Glass and Glazing	Paint	Sealant
Subcontract Price	\$3,300	\$7,479,573	\$4,623,965	\$131,200	\$6,000
Amount Uncompleted	\$0	\$8,360	\$0	\$131,200	\$3,300
Subcontractor	Kone	Stalworth	Mid America	Omega	Roberts
Type of Work	Elevator	Foundation Work	Elevator-Escalator	Plumbing	HVAC
Subcontract Price	\$203,490	\$924,982	\$1,561,000	\$688,375	\$93,714
Amount Uncompleted	\$41,202		\$19,650	\$565,758	\$18,765
Subcontractor	Roberts	Industrial Fence	Schindler	Arteaga	Universal
Type of Work	HVAC	Fence	Elevator	Landscape	Abatement
Subcontract Price	\$344,035	\$209,275	\$608,110	\$257,940	\$84,969
Amount Uncompleted	\$109,502	\$0	\$0	\$257,940	\$21,983
Subcontractor	F E Moran	Abitua	B Bruce	Kapur	Phillips
Type of Work	Fireprotection	Site Utility	Plumbing	Survey	Plaster
Subcontract Price	\$121,500	\$1,097,954	\$348,394	\$125,984	\$42,322
Amount Uncompleted	\$17,100	\$0	\$14,550	\$116,257	\$7,447
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$5,560,000		\$27,947,996	\$25,905,900	\$1,346,863
Amount Uncompleted	\$2,036,063		\$389,554	\$21,586,683	\$74,087
Total Uncompleted	\$2,285,632	\$735,691	\$424,813	\$23,640,877	\$188,987

I, being duly sworn, do hereby declare that 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.



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**PART I. WORK UNDER CONTRACT**

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	20	21	22	23	24
Contract Number	I-18-4699 I-490@I-	Zapata Academy	Master Developmen	Dearborn Subway	C15F1101649246
Contract With	ISTHA	PBC	WEC PGL	CTA	CTA
Estimated Completion Date	Nov. 19, 2019	Nov. 20, 2018	December 1, 2021	June 2020	December 2018
Total Contract Price	\$19,486,606	\$15,972,000	\$175,000,000	\$29,955,000	\$188,395,277
Uncompleted Dollar Value if Firm is the Prime Contractor	\$19,486,606	\$1,748,073	\$167,804,183	\$29,955,000	\$16,759,763
Uncompleted Dollar Value if Firm is the Subcontractor					

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Earthwork	\$330,000				
Portland Cement Concrete Paving	\$2,414,364				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy. R.R. & Wtrwy Strctrs	\$3,219,053			\$5,699,000	\$3,970,135
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$2,136,635				
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction		\$330,953	\$34,560,000		
Totals	\$8,100,052	\$330,953	\$34,560,000	\$5,699,000	\$3,970,135

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**Part III. Work Subcontracted to Others.**

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

	20	21	22	23	24
Subcontractor		Beverly			Kates
Type of Work		Asphalt			Security
Subcontract Price		\$14,045			\$1,071,537
Amount Uncompleted		\$8,100			\$87,144
Subcontractor		Sebert			Traffic Services
Type of Work		Landscape			Traffic Control
Subcontract Price		\$110,000			\$4,868,132
Amount Uncompleted		\$82,500			\$465,254
Subcontractor		Homer			Berger
Type of Work		Clearing			Excavating
Subcontract Price		\$5,500			\$4,370,155
Amount Uncompleted		\$1,000			\$136,358
Subcontractor		DeGraf			Anderson Elev.
Type of Work		Concrete			Elevators
Subcontract Price		\$586,559			\$1,158,239
Amount Uncompleted		\$0			\$30,400
Subcontractor		Araiza			Schindler
Type of Work		Site Concrete			Elevators
Subcontract Price		\$377,900			\$4,790,000
Amount Uncompleted		\$18,000			\$898,532
Subcontractor		Jade			K and k
Type of Work		Carpentry			Misc Metal
Subcontract Price		\$55,000			\$3,080,933
Amount Uncompleted		\$5,000			\$164,659
Subcontractor		Bofo			Bofo
Type of Work		Sealant			Waterproofing
Subcontract Price		\$133,000			\$242,876
Amount Uncompleted		\$16,125			\$93,121
Subcontractor		L B Hall			M Cannon
Type of Work		Spray Fire Protection			Roofing
Subcontract Price		\$39,756			\$1,122,684
Amount Uncompleted		\$398			\$109,967
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$11,386,554	\$11,006,147	\$140,440,000	\$24,256,000	\$137,304,542
Amount Uncompleted	\$11,386,554	\$1,285,997	\$133,244,183	\$24,256,000	\$10,804,193
Total Uncompleted	\$11,386,554	\$1,417,120	\$133,244,183	\$24,256,000	\$12,789,628

I, being duly sworn, do hereby declare that 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.



**Illinois Department of Transportation**

Bureau of Construction  
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	25	26	27	28	29
Contract Number	Gem Facility	Escalator Canopy	Various Projects	Midway Ped. Bridge	
Contract With	AA	WMTA	Various Owners	CDOA	
Estimated Completion Date	January 2019	April 2020	Dec 2018	December 2019	
Total Contract Price	\$48,095,000	\$26,662,910	\$236,468,308	\$89,410,369	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,058,345	\$9,379,624	\$159,008,751	\$49,349,154	\$0
Uncompleted Dollar Value if Firm is the Subcontractor					

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Earthwork				\$905,814	
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs				\$2,741,193	
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$106,250	\$2,381,205	\$15,900,875	\$7,947,463	
Totals	\$106,250	\$2,381,205	\$15,900,875	\$11,594,471	\$0

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.

**Part III. Work Subcontracted to Others.**

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

	25	26	27	28	29
Subcontractor	Kapur	Scaffold Resource		Araiza	
Type of Work	Survey	Scaffolding		Concrete Work	
Subcontract Price	\$128,356	\$441,678		\$377,872	
Amount Uncompleted		\$0		\$148,122	
Subcontractor	Lake Cty Grading	Berkel		Harrington	
Type of Work	Excavation	Foundation		Utilities	
Subcontract Price	\$3,738,056	\$340,410		\$4,142,735	
Amount Uncompleted	\$0	\$0		\$1,869,485	
Subcontractor	Reyes	Lorton Stone		Alpine	
Type of Work	Site Utilities	Stone		Demolition	
Subcontract Price	\$2,585,018	\$892,114		\$2,414,988	
Amount Uncompleted	\$0	\$331,294		\$1,352,026	
Subcontractor	Stalworth	Chattanooga Boiler		Clausen	
Type of Work	Foundation Work	Mechanical		Steel Erection	
Subcontract Price	\$1,351,053	\$7,780,406		\$2,111,879	
Amount Uncompleted	\$0	\$1,674,265		\$480,519	
Subcontractor	DeGraft	United Sky		Anderson & Shaw	
Type of Work	Concrete	Sky Lights		Roofing	
Subcontract Price	\$2,961,837	\$601,289		\$1,362,000	
Amount Uncompleted	\$0	\$122,250		\$1,362,000	
Subcontractor	ALL Masonry	Williams		Kone	
Type of Work	Masonry	Steel Erection		Elevators	
Subcontract Price	\$1,425,123	\$791,184		\$2,162,500	
Amount Uncompleted	\$0	\$482,885		\$1,420,256	
Subcontractor	M Cannon	Baltimore Waterproofin		Metropoliton Fire	
Type of Work	Roofing	Waterproofing		Fire Protection	
Subcontract Price	\$874,598	\$59,639		\$679,348	
Amount Uncompleted	\$0	\$11,360		\$482,957	
Subcontractor	Builders Chicago			Automatic Bldg C	
Type of Work	Hanger Doors			Temperature Control	
Subcontract Price	\$868,854			\$548,000	
Amount Uncompleted	\$0			\$548,000	
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	\$43,845,000	\$9,192,219	\$61,109,124	\$50,194,732	
Amount Uncompleted	\$952,095	\$4,376,365	\$143,107,876	\$30,091,318	
Total Uncompleted	\$952,095	\$6,998,419	\$143,107,876	\$37,754,683	\$0

I, being duly sworn, do hereby declare that 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.



**Illinois Department of Transportation**

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

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For Letting of April 26, 2019

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**PART I. WORK UNDER CONTRACT**

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	30	31	32	33	34
Contract Number	I-14-4204	I-14-4212	Bridge CD-517.38	Springfield Pp. St	I-13-4629
Contract With	Tollway	Tollway	NS	COW	ISHTA
Estimated Completion Date	Dec. 23, 2015	Nov. 23, 2016	July 2017	July 14, 2015	August 17, 2017
Total Contract Price	\$30,681,572	\$62,445,192	\$2,011,500	\$66,121,929	\$66,142,544
Uncompleted Dollar Value if Firm is the Prime Contractor	\$275,261	\$0	\$137,163	\$1,319,356	\$261,041
Uncompleted Dollar Value if Firm is the Subcontractor					

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Earthwork					
Portland Cement Concrete Paving			\$71,938		
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs				\$319,019	
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals	\$0	\$0	\$71,938	\$319,019	\$0

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.

**Part III. Work Subcontracted to Others.**

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

	30	31	32	33	34
Subcontractor	Kapur	Kapur	Richi Welch	Chidester	Arrow
Type of Work	Survey	Survey	Utilities	Dirt	Asphalt Paving
Subcontract Price	\$194,388	\$440,000	\$715,896	\$1,039,283	\$4,064,218
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0
Subcontractor	Arrow	Arrow	Stalworth	Industrail Fence	JG Demo
Type of Work	Asphalt Paving	Asphalt Paving	Foundation	Fence	Demolition
Subcontract Price	\$2,354,089	\$3,422,179	\$355,362	\$368,066	\$720,751
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0
Subcontractor	Cabo	Crown	Kapur	M Cannon	Aldridge
Type of Work	Sewer	Painting	Survey	Roof	Electrical
Subcontract Price	\$808,756	\$523,602	\$15,345	\$866,701	\$5,101,702
Amount Uncompleted	\$275,261	\$0	\$0	\$0	\$0
Subcontractor	Live Wire	Live Wire	Gallagher	Air Design	Collins & Herman
Type of Work	Electrical	Electrical	Asphalt	HVAC	Fence & Guardrail
Subcontract Price	\$131,105	\$274,327	\$57,151	\$2,797,351	\$230,799
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0
Subcontractor	Omega	Alpine	Carrera	IMI	Natural Creations
Type of Work	Demolition	Demolition	Curb and Gutter	Mechanical	Landscape
Subcontract Price	\$366,328	\$1,300,981	\$128,927	\$5,412,581	\$1,588,635
Amount Uncompleted	\$0	\$0	\$0	\$0	\$0
Subcontractor	Industrial Fence	Industrial Fence		Autumn	Homer
Type of Work	Fence	Fence		Mechanical	Clearing
Subcontract Price	\$496,202	\$620,000		\$697,280	\$53,445
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Del Toro	Natural Creations		Crane	Maintainance Ctg
Type of Work	Landscape	Landscape		Elevator	Stripping
Subcontract Price	\$468,439	\$439,560		\$505,110	\$277,199
Amount Uncompleted	\$0	\$0			\$0
Subcontractor	Homer	Clean Cut		Otis	Cabo
Type of Work	Clearing	Clearing		Elevator	Sewer
Subcontract Price	\$18,163	\$18,516		\$174,642	\$5,365,045
Amount Uncompleted	\$0	\$0		\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Miscellaneous	Miscellaneous	Miscellaneous	Miscellaneous
Subcontract Price	\$14,235,828	\$24,013,311	\$1,051,640	\$39,723,277	\$21,468,951
Amount Uncompleted			\$65,225	\$1,000,337	\$261,041
Total Uncompleted	\$275,261	\$0	\$65,225	\$1,000,337	\$261,041

I, being duly sworn, do hereby declare that 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.





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	35	36	37	38	39
Contract Number	Runway 9C-27C-2	RR-17-4314	I-18-4390	So. Lawrence Under	RR-17-4340
Contract With	CDOA	ISTHA	ISTHA	NS	ISHTA
Estimated Completion Date	Oct. 15, 2020	December 2018	May 2019	Sept. 2018	August 31, 2018
Total Contract Price	\$136,849,961	\$13,804,364	\$4,668,269	\$1,897,540	\$5,252,453
Uncompleted Dollar Value if Firm is the Prime Contractor	\$105,197,123	\$8,138,747	\$3,371,014	\$1,233,388	\$1,271,017
Uncompleted Dollar Value if Firm is the Subcontractor					

**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 sub-contracted 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.

Earthwork	\$708,750				
Portland Cement Concrete Paving	\$17,056,653	\$1,385,320			
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs		\$1,552,534		\$254,752	\$458,998
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$16,998,322		\$55,622		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition		\$112,344	\$1,035,164	\$111,216	
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals	\$34,763,725	\$3,050,198	\$1,090,786	\$365,968	\$458,998

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.

**Part III. Work Subcontracted to Others.**

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

	35	36	37	38	39
Subcontractor	Kapur	Schroeder	Kapur	Lyone & Pinner	AC Paving
Type of Work	Survey	Asphalt	Survey	Electrical	Striping
Subcontract Price	\$770,465	\$533,411	\$15,527	\$51,000	\$222,322
Amount Uncompleted	\$671,302	\$389,226	\$15,527	\$51,000	\$0
Subcontractor	SAM	Microsurfacing Cor	Arrow	Midwest Fence	Tough Cuts
Type of Work	Quality Control	Microsurfacing	Asphalt	Fence	Saw Cutting
Subcontract Price	\$2,727,333	\$1,038,200	\$230,766	\$3,800	\$243,250
Amount Uncompleted	\$2,240,310	\$258,312	\$230,766	\$3,800	\$0
Subcontractor	Alpine	EVA	Alpine Demo	Capital	IWS
Type of Work	Demolition	Paint	Demo	Paint	Conc. Repair
Subcontract Price	\$3,436,961	\$303,509	\$1,056,300	\$168,879	\$41,496
Amount Uncompleted	\$2,692,038	\$244,276	\$1,056,300	\$8,444	\$0
Subcontractor	NES	Northern	Hecker	Marking Spec.	Industrial Fence
Type of Work	Abatement	Fence	Electrical	Pavement Mkg.	Fence
Subcontract Price	\$1,263,000	\$91,328	\$441,000	\$3,997	\$61,359
Amount Uncompleted	\$720,500	\$78,971	\$441,000	\$3,997	\$1,458
Subcontractor	Del Toro	Atlantic	Northern	Highway Safety	McGinty
Type of Work	Landscape	Painting	Fence & Guard	Traffic Control	Landscape
Subcontract Price	\$2,201,631	\$1,058,753	\$35,981	\$6,200	\$9,573
Amount Uncompleted	\$2,095,248	\$757,376	\$35,981	\$3,100	\$3,245
Subcontractor	Martinez	Metropolitan	Homer	Clausen	EVC
Type of Work	Utilities	Steel Erection	Clearing	Steel Erection	Restoration
Subcontract Price	\$10,670,040	\$69,089	\$3,875	\$797,079	\$299,948
Amount Uncompleted	\$9,472,430	\$69,089	\$3,875	\$797,079	\$98,910
Subcontractor	Quality Saw & Seal	D2K	Archon		Highway Safety
Type of Work	Conc. Cutting	Traffic Control	Utilities		Traffic Control
Subcontract Price	\$927,455	\$1,640,529	\$369,575		\$224,120
Amount Uncompleted	\$927,455	\$1,155,162	\$369,575		\$34,789
Subcontractor		Marking Spec	Western Remac		
Type of Work		Pavement Mrkg	Signage		
Subcontract Price		\$228,890	\$36,100		
Amount Uncompleted		\$227,421	\$36,100		
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Uncommitted Subs	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$74,465,506	\$4,683,491	\$1,378,053	\$715,025	\$1,315,231
Amount Uncompleted	\$51,614,115	\$1,908,716	\$91,104		\$673,617
Total Uncompleted	\$70,433,398	\$5,088,549	\$2,280,228	\$867,420	\$812,019

I, being duly sworn, do hereby declare that 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.



**Illinois Department of Transportation**

Bureau of Construction  
2390 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

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

**PART I. WORK UNDER CONTRACT**

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

	40	41	42	43	44
Contract Number	University Hall	Structural Repairs	Mt. Greenwood		Esmond
Contract With	U of I C	SSC	PBC		PBC
Estimated Completion Date	Nov 2018	August 30, 2018	Aug. 16, 2019		August 16, 2019
Total Contract Price	\$19,887,967	\$2,675,606	\$9,807,000		\$12,265,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$394,088	\$3,996	\$1,388,986	\$0	\$5,664,460
Uncompleted Dollar Value if Firm is the Subcontractor					

**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 sub-contracted 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.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction			\$188,777		\$645,766
Totals	\$0	\$0	\$188,777	\$0	\$645,766

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.

**Part III. Work Subcontracted to Others.**

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

	40	41	42	43	44
Subcontractor	Technica	ACR	Harrington		Fence Masters
Type of Work	Enviromental	Restoration	Utilities		Fence
Subcontract Price	\$47,549	\$115,943	\$351,290		\$170,000
Amount Uncompleted	\$18,701	\$3,216	\$33,000		\$155,500
Subcontractor	Gilco	Lakes & Rivers	Fence Master		Garth
Type of Work	Scaffolding	Piling	Fence		Masonry
Subcontract Price	\$1,334,622	\$335,554	\$71,000		\$565,879
Amount Uncompleted	\$84,929	\$0	\$9,200		\$4,932
Subcontractor	Midway	Metropolitan	Clausen		Alumital
Type of Work	Painting	Steel Erection	Steel Erection		Metal Ex.
Subcontract Price	\$500,559	\$283,005	\$71,000		\$326,000
Amount Uncompleted	\$0	\$780	\$0		\$249,500
Subcontractor	SBK	Highway Safety	Vimak		Smart
Type of Work	Masonry	Traffic Control	Masonry		Elevators
Subcontract Price	\$6,127,225	\$40,700	\$575,000		\$162,000
Amount Uncompleted	\$40,481	\$0	\$17,100		\$40,500
Subcontractor	Pressure Washing	EVC	M W Powel		Chicago Fire
Type of Work	Pressure Washing	Paint	Roof		Fire Protection
Subcontract Price	\$939,358	\$298,292	\$267,772		\$105,000
Amount Uncompleted	\$0	\$0	\$9,100		\$18,750
Subcontractor	Knickerbocker		Underland		Blackhawk
Type of Work	Roofing		Curtain Wall		HVAC
Subcontract Price	\$2,028,643		\$311,500		\$870,802
Amount Uncompleted	\$27,404		\$0		\$307,240
Subcontractor	Alumital Corp		J P Phillips		Nu toys
Type of Work	Aluminum		Plaster		Playground
Subcontract Price	\$1,794,894		\$30,000		\$84,795
Amount Uncompleted	\$157,573		\$0		\$84,975
Subcontractor	Cecchin		Just Rite		Jade
Type of Work	Plumbing		Acc. Ceiling		Carpentry
Subcontract Price	\$198,162		\$58,500		\$142,000
Amount Uncompleted	\$0		\$0		\$92,980
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Miscellaneous	Uncommitted Subs
Subcontract Price	\$5,024,766	\$557,997	\$6,917,242		\$8,698,029
Amount Uncompleted	\$65,000		\$1,131,809		\$4,064,317
Total Uncompleted	\$394,088	\$3,996	\$1,200,209	\$0	\$5,018,694

I, being duly sworn, do hereby declare that 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.



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62784

**Affidavit of Availability**  
For Letting of April 26, 2019

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

**PART I. WORK UNDER CONTRACT**

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

	45	46	47	48	49
Contract Number	62B77		So. Keefe Underpal	I-15-4235	I-15-4236
Contract With	IDOT		NS	ISTHA	ISTHA
Estimated Completion Date	Oct. 26, 2018		Sept. 2018	May 27, 2017	May 27, 2017
Total Contract Price	\$3,163,544		\$1,810,358	\$40,289,460	\$33,492,986
Uncompleted Dollar Value if Firm is the Prime Contractor	\$6,975	\$0	\$1,485,220	\$1,192,801	\$551,804
Uncompleted Dollar Value if Firm is the Subcontractor					
			<b>Total Value of All Work</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 sub-contracted 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.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs			\$445,366		
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction				\$124,800	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition			\$88,232		
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					
Totals	\$0	\$0	\$533,598	\$124,800	\$0

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.

**Part III. Work Subcontracted to Others.**

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

	45	46	47	48	49
Subcontractor	Kalgen		Lyons Pinner	Arrow	Arrow
Type of Work	Quality Control		Electrical	Asphalt	Asphalt
Subcontract Price	\$21,691		\$39,995	\$2,821,543	\$2,122,807
Amount Uncompleted	\$0		\$39,995	\$0	\$0
Subcontractor	M A Resteel		Midwest Fence	Carrera	Carrera
Type of Work	Reinforcing Steel		Fence	Curb and Gutter	Curb and Gutter
Subcontract Price	\$31,840		\$12,000	\$329,252	\$235,858
Amount Uncompleted	\$0		\$12,000	\$0	\$0
Subcontractor	Civil		Capital	Omega	Omega
Type of Work	Sewer		Painting	Demolition	Demolition
Subcontract Price	\$21,450		\$122,650	\$1,010,000	\$26,500
Amount Uncompleted	\$0		\$122,650	\$0	\$0
Subcontractor	Knickerbocker		Highway Safety	Industrial Fence	Industrial Fence
Type of Work	Roof		Traffic Control	Fence	Fence
Subcontract Price	\$24,000		\$7,500	\$459,793	\$381,984
Amount Uncompleted	\$0		\$7,500	\$0	\$0
Subcontractor	Up Town		Marking Spec.	John Burns	John Burns
Type of Work	Painting		Pavement Marking	Electrical	Electrical
Subcontract Price	\$15,800		\$4,149	\$1,362,835	\$745,869
Amount Uncompleted	\$0		\$4,149	\$0	\$0
Subcontractor	Sievert Electrical			TCP Inc	TCP Inc
Type of Work	Elec Hoist			Traffic Control	Traffic Control
Subcontract Price	\$33,900			\$798,577	\$631,722
Amount Uncompleted	\$3,289			\$0	\$0
Subcontractor	Hayes			Gateway	AC Iron
Type of Work	Mechanical			Resteel Install	Resteel
Subcontract Price	\$165,807			\$626,110	\$1,471,719
Amount Uncompleted	\$0			\$0	\$0
Subcontractor	Roberts			Kapur	Kapur
Type of Work	TC			Survey	Survey
Subcontract Price	\$40,995			\$220,096	\$176,550
Amount Uncompleted	\$3,686			\$0	\$0
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$1,063,086		\$957,067	\$12,323,684	\$9,628,057
Amount Uncompleted			\$765,328	\$1,068,001	\$551,804
Total Uncompleted	\$6,975	\$0	\$951,622	\$1,068,001	\$551,804

I, being duly sworn, do hereby declare that 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.



# Illinois Department of Transportation

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

**Affidavit of Availability**  
For Letting of April 26, 2019

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

## PART I. WORK UNDER CONTRACT

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

	50	51	52	53	54
Contract Number	RR-17-4313	Melvina Ditch Res.		SCC 2017-02	Airport Modern Ph
Contract With	ISTHA	MWRD		SCC	CDOA
Estimated Completion Date	Dec 2018	June 2020		June, 2018	Oct. 19 2019
Total Contract Price	\$10,883,439	\$14,245,000		\$4,050,000	\$8,066,000
Uncompleted Dollar Value if Firm is the Prime Contractor	\$5,074,596	\$5,971,161	\$0	\$309,896	\$8,066,000
Uncompleted Dollar Value if Firm is the Subcontractor					
<b>Total Value of All Work</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 sub-contracted 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.

Earthwork		\$1,411,460			
Portland Cement Concrete Paving	\$1,397,695				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy. R.R. & Utility Strctrs	\$494,440			\$127,968	
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction	\$937,872				
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction					\$1,472,391
Totals	\$2,830,007	\$1,411,460	\$0	\$127,968	\$1,472,391

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.

**Part III. Work Subcontracted to Others.**

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

	50	51	52	53	54
Subcontractor	K-5	Beverly		Clausen	
Type of Work	Asphalt	Asphalt		Steel Erection	
Subcontract Price	\$651,530	\$18,900		\$83,368	
Amount Uncompleted	\$32,444	\$0		\$0	
Subcontractor	Microsurfacing Cont	Fence Masters		Capital	
Type of Work	Microsurfacing	Fence		Paint	
Subcontract Price	\$579,345	\$145,000		\$158,993	
Amount Uncompleted	\$27,967	\$109,665		\$0	
Subcontractor	Quality	Damhe		Design Group	
Type of Work	Sawing	Mechanical		Signs	
Subcontract Price	\$181,099	\$110,000		\$116,580	
Amount Uncompleted	\$8,313	\$110,000		\$11,578	
Subcontractor	ACR	Live Wire		Garces	
Type of Work	Restoration	Electrical		Plumbing	
Subcontract Price	\$369,373	\$10,394		\$27,000	
Amount Uncompleted	\$77,938	\$10,394		\$0	
Subcontractor	Industrial Fence	Highway Safety		Hecker	
Type of Work	Fence	Traffic Control		Electrical	
Subcontract Price	\$666,818	\$28,600		\$1,703,500	
Amount Uncompleted	\$293,072	\$14,600		\$170,350	
Subcontractor	Arteaga	Marking Sp.			
Type of Work	Landscape	Striping			
Subcontract Price	\$77,161	\$5,780			
Amount Uncompleted	\$76,709	\$5,780			
Subcontractor	EVC	Clausen			
Type of Work	Paint	Steel Erection			
Subcontract Price	\$299,557	\$142,055			
Amount Uncompleted	\$119,949	\$107,555			
Subcontractor	Western Remac	Harrington			
Type of Work	Signage	Utilities			
Subcontract Price	\$17,162	\$894,518			
Amount Uncompleted	\$17,162	\$711,788			
Subcontractor	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &	Miscellaneous &
Type of work	Miscellaneous	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs	Uncommitted Subs
Subcontract Price	\$6,457,294	\$2,888,093		\$964,775	\$6,593,609
Amount Uncompleted	\$1,591,035	\$3,489,919			\$6,593,609
Total Uncompleted	\$2,244,589	\$4,559,701	\$0	\$181,928	\$6,593,609





# Illinois Department of Transportation

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

**Affidavit of Availability**  
For Letting of April 26, 2019

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## PART I. WORK UNDER CONTRACT

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	55	56	57	58	59
Contract Number	Jardine Plant 431938				
Contract With	CDOW				
Estimated Completion Date	December 2020				
Total Contract Price	\$17,894,568				
Uncompleted Dollar Value if Firm is the Prime Contractor	\$17,894,568	\$0	\$0	\$0	\$0
Uncompleted Dollar Value if Firm is the Subcontractor					
<b>Total Value of All Work</b>					

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

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List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work sub-contracted 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.

Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Hwy, R.R. & Wtrwy Strctrs					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings ( Paint )					
Other Construction (List)					
Building Construction	\$2,994,463				
Totals	\$2,994,463	\$0	\$0	\$0	\$0

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 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 25% of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime Contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

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

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

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

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

## **6. BIDDING PROCEDURES**

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

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

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

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

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

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

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

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

The Utilization Plan must be supported by the submission of a detailed DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal 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 bid price or scope or schedule;

- 7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 7.2.6 Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- 7.2.7 The subcontractor's withdrawal of its bid or bid; or
- 7.2.8 Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

If it becomes necessary to substitute a DBE or otherwise change the DBE Utilization Plan, the Contractor must notify the Diversity and Strategic Development Department in writing of the request to substitute a DBE or otherwise change the DBE Utilization Plan. The request must state specific reasons for the substitution or change. A letter from the DBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request. Any refusal by the DBE to provide such a letter must be documented by the Contractor. The Diversity and Strategic Development Department will approve or deny a request for substitution or other change in the DBE Utilization Plan in writing within 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.





# LAREDO SYSTEMS

11933 County Line Rd. • Garden Prairie, IL 61038  
(815) 544-0454 • FAX: (815) 544-1088  
Certified Minority Business



## LAREDO SYSTEMS

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4451  
PAVEMENT AND STRUCTURAL PRESERVATION  
REAGAN MEMORIAL TOLLWAY (I-48)  
ILLINOIS ROUTE 58 TO EAST OF ILLINOIS ROUTE 59  
MILEPOST 113.8 TO MILEPOST 123.8  
SCHEDULE OF PRICES

<u>S.P. PAY ITEM NO.</u>	<u>DESIGNATION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
25000320	SEEDING, CLASS 5	ACRE	3.6	\$2,700.00	\$9,720.00
25000324	SEEDING, CLASS 5B	ACRE	2.9	\$1,400.00	\$4,060.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	452	\$3.00	\$1,356.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	1327	\$3.00	\$3,981.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	288	\$5.00	\$1,440.00
* JI251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	56536	\$0.90	\$50,882.40
* JI251016	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETT	SQ YD	14985	\$1.50	\$22,477.50
** JS250220	SEEDING, CLASS 2E	ACRE	8.4	\$1,500.00	\$12,600.00
** JS250314	SEEDING, CLASS 4B	ACRE	2.9	\$2,200.00	\$6,380.00
** JS250318	SEEDING, CLASS 4F	ACRE	3.6	\$2,100.00	\$7,560.00
** JS280050	SILT FENCE	FOOT	9739	\$2.50	\$24,347.50
** JS280051	RE-ERECT SILT FENCE	FOOT	996	\$2.50	\$2,490.00
** JS280100	SUPER SILT FENCE	FOOT	2112	\$14.00	\$29,568.00
** JS280120	TREE PROTECTION	FOOT	1100	\$4.00	\$4,400.00
** JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	14.5	\$2,200.00	\$31,900.00
** JS280151	SAME-DAY STABILIZATION	SQ YD	28068	\$0.01	\$280.68
** JS280160	RECTANGULAR INLET PROTECTION	EACH	6	\$150.00	\$900.00
** JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	61	\$180.00	\$10,980.00
** JS280305	TEMPORARY DITCH CHECKS	FOOT	2378	\$12.00	\$28,536.00
					<b>\$253,869.28</b>

3-20-19

Date: 3/22/2019  
 To: Contact Name: Roland Schneider  
 Contractor Company Name: F.H. Paschen, S.N. Nielsen & Assoc., LLC  
 From: Deanna Dinkel  
 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:	<b>DBE Plan Review</b>	Date Original Plan Submitted:	3/22/2019	Revision #	0
Contract #	RR-19-4451	Established DBE Goal:	25.00 %		
Contract Description:	Pavement and Structural Preservation and Rehabilitation, Reagan Memorial Tollway (I-88), Mile Post 113.6 (Illinois Route 56) to Mile Post 123.9 (East of Illinois Route 59)				

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		\$7,741,544.95							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
AMS Elite Solutions, Inc. (formerly AMS Earth Movers, Inc.)	Supplier	D/MBE	Aggregate supply	\$45,163.20	\$27,097.92	0.35 %	IDOT	F	Caucasian
Archon Construction Co Inc	SB	WBE	Sewer	\$306,250.00	\$306,250.00	3.95 %	City of Chicago	F	Caucasian
D2K Traffic Safety, Inc. (formerly known as D2K Traffic Equipment & Design, LLC)	SB	DBE	MOT	\$457,277.78	\$457,277.78	5.90 %	IDOT	M	Native American
Era Valdivia Contractors, Inc.	SB	DMBE	Lead abatement	\$516,845.50	\$516,845.50	6.67 %	IDOT	M	Hispanic
Kalgen Consultants, Inc.	SB	DMBE	Quality program	\$87,122.00	\$87,122.00	1.12 %	City of Chicago	M	Asian Indian
Laredo Systems	SB	DBE	Landscaping	\$253,859.28	\$253,859.28	3.27 %	IDOT	M	Hispanic
Marking Specialists Corporation	SB	DMBE	Pavement marking	\$125,513.05	\$125,513.05	1.62 %	IDOT	M	Hispanic
Metropolitan Steel, Inc.	SB	DMBE	Steel erection	\$26,005.00	\$26,005.00	0.33 %	City of Chicago	M	Hispanic
Terrazas, LLC	SB	DBE	Concrete restoration	\$141,719.00	\$141,719.00	1.83 %	IDOT	M	Hispanic
<b>Total # of subcontracts: 9</b>				<b>TOTAL</b>	<b>\$1,959,754.81</b>	<b>\$1,941,889.53</b>	<b>25.08 %</b>		
<b>Total # of subcontractors: 9</b>				<b>Total %</b>	<b>25.31 %</b>	<b>25.08 %</b>			





ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: F.H. Paschen, S.N. Nielsen & Associates LLC

CONTACT NAME: Roland Schneider

CONTACT PHONE NUMBER: 773-444-3474

CONTACT E-MAIL: rschneider@fhpaschen.com

CONTRACT NUMBER RR-19-4451

Check one:

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

The Bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_

PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

Instructions to Bidders:

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

DBE UTILIZATION PLAN		
DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount (\$) If supplier, enter 60% credit amount.
LAREDO SYSTEMS	LANDSCAPING	253,829.53
ARLION	SEWER	306,250.00
MARKING SPECIALISTS	PAVEMENT MARKINGS	125,513.05
AMS ELITE	TRUCKING	27,097.92
EVC	LEAD ABATEMENT	516,845.50
TERRAZAS	CONCRETE RESTORATION	141,719. <sup>00</sup>
METROPOLITAN	STEEL ERECTION	26,005. <sup>00</sup>
KALGEN	QUALITY CONTROL	87,122. <sup>00</sup>
IDZK	TRAFFIC CONTROL	457,277.78
	TOTAL	1,947,59.78

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

Roland Schneider, Auth. Agent & VP

Signature



CONTRACT # RR-19-4451

DBE FIRM NAME: LAREDO SYSTEMS  
CIRCLE ALL THAT APPLY:  DBE  MBE  WBE  SBA (H)

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. Attach this form to the DBE Utilization Plan form, DBE Form 2026. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on DBE FIRM letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (B)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (Reduce to 10% of contract amount if firm is a SUPPLIER)
	<u>See attached</u>		<u>253,859.28</u>			
TOTALS FOR THIS DBE FIRM:				<u>\$253,859.28</u>		

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #15671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections B, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

3. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.  
4. 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 prior to the start of the work. Failure to request such approval, or any change in scope is a violation of the Special Provision for DBE Participation.

Signature for Prime Contractor: Roland Schneider, Auth, Agent & VP 3/22/2019  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact: Roland Schneider  
Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
E-mail: rschneider@fhpaschen.com  
Phone: 773-444-3474  
Address: 5515 N. East River Road, Chicago, IL 60656

Signature: [Signature] \_\_\_\_\_  
Title: MANAGER  
Date: 3-20-19  
Contact: ENRIQUE JAIHE  
Phone: 815-544-0454  
Firm Name: LAREDO SYSTEMS  
Address: 11933 COUNTY LINE RD. GARDEN PRARIE, IL 60138

**LAREDO SYSTEMS**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4451  
 PAVEMENT AND STRUCTURAL PRESERVATION  
 REAGAN MEMORIAL TOLLWAY (I-88)  
 ILLINOIS ROUTE 59 TO EAST OF ILLINOIS ROUTE 60  
 MILEPOST 113.6 TO MILEPOST 123.0  
 SCHEDULE OF PRICES

<u>S.P. PAY ITEM NO.</u>	<u>DESIGNATION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
29000320	SEEDING, CLASS 5	ACRE	3.6	\$2,700.00	\$9,720.00
23000324	SEEDING, CLASS 0B	ACRE	2.9	\$1,400.00	\$4,060.00
26000400	NITROGEN FERTILIZER NUTRIENT	POUND	462	\$3.00	\$1,386.00
26000800	POTASSIUM FERTILIZER NUTRIENT	POUND	1327	\$3.00	\$3,981.00
29000250	TEMPORARY EROSION CONTROL SEEDING	POUND	288	\$5.00	\$1,440.00
J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	9656	\$0.20	\$90,862.40
J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETT	SQ YD	14888	\$1.50	\$22,477.60
J3250220	SEEDING, CLASS 2C	ACRE	0.4	\$1,500.00	\$12,600.00
J3260314	SEEDING, CLASS 4B	ACRE	2.0	\$2,200.00	\$9,350.00
J3260318	SEEDING, CLASS 4F	ACRE	3.6	\$2,100.00	\$7,680.00
J3280050	SILT FENCE	FOOT	9739	\$2.50	\$24,347.50
J3280061	RE-ERECT SILT FENCE	FOOT	990	\$2.50	\$2,480.00
J3280100	SUPER SILT FENCE	FOOT	2112	\$14.00	\$29,568.00
J3290120	TREE PROTECTION	FOOT	1108	\$4.00	\$4,400.00
J3290160	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	14.5	\$2,200.00	\$31,900.00
J3290151	SAME-DAY STABILIZATION	SQ YD	28084	\$0.01	\$289.84
J3290180	RECTANGULAR INLET PROTECTION	EACH	6	\$150.00	\$900.00
J3290210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	61	\$180.00	\$10,980.00
J3290905	TEMPORARY DITCH CHECKS	FOOT	2878	\$12.00	\$22,536.00
					<b>\$253,898.20</b>

*Revised*



April 10, 2018

Enrique Jaime  
Laredo Systems  
11933 County Line Road  
Garden Prairie, IL 61038-9607

Dear Mr. Jaime:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. **Your next No Change Affidavit is due April 2, 2019.** Notification will be sent to you sixty (60) days prior to this date.

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

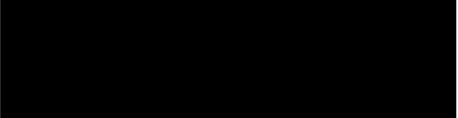
If there is any change in your certification that affect your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you **must** provide written notification to this agency within thirty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

Your firms name will appear in the IL UCP directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed at [www.metrarail.com](http://www.metrarail.com) under the Business Diversity DBE link. Your firm's name will appear in the IL UCP DBE Directory under the following:

NAICS Code: 561730

Specialty: Landscaping Services

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



Barice R. Thomas, CPPB  
Senior Division Director  
Office of Diversity & Civil Rights

JRT:ms/kb



CONTRACT # RR-18-4451

DBE FIRM NAME: ARDITON CONSTRUCTION Co., INC.  
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA (EA)

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 50% of contract amount if firm is a SUPPLIER)
See Attached	F&I complete underground pipe at work					300,250
TOTALS FOR THIS DBE FIRM:						

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #35671000, 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 in the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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 that the Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a breach of contract and can subject the contractor to contract sanctions.

Signature of Prime Contractor: Roland Schneider, Auth. Agent & VP 3/22/2019

Signature: General Manager 3-25-19

Contact: Roland Schneider  
 Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
 E-mail: rschneider@fhpaschen.com  
 Phone: 773-444-3474  
 Address: 5515 N. East River Road, Chicago, IL 60656

Contact: [Redacted]  
 Firm Name: Arditon Const. Co Inc.  
 E-mail: dominic@arditononline.com  
 Phone: 630 495-0015  
 Address: 563 South Route 53 Addison, Ill. 60101



# **ARCHON CONSTRUCTION CO., INC.**

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## **UTILITY CONTRACTORS**

*"A CERTIFIED Woman's Business Enterprise"  
"An Equal Opportunity Employer"*

March 21, 2019

All interested Bidders

Attn: Estimator/ Project Manager

RE: ISTHA 4451  
DuPage County, Illinois

Gentlemen and or Ladies,

Please review our proposal for the 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) Saw Cutting Pavement
- 6) 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 583 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 \$ 30,500.00.
- 5) Adjustment and Reconstructs items can be separated from our proposal.

Thank you,

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



# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY "An Equal Opportunity Employer"

CONTRACT RR-19-4451

PAVEMENT AND STRUCTURAL PRESERVATION

REAGAN MEMORIAL TOLLWAY (I-88)

ILLINOIS ROUTE 96 TO EAST OF ILLINOIS ROUTE 96

MILEPOST 113.6 TO MILEPOST 123.9

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	20200100	EARTH EXCAVATION	CU YD	1,358		
	20400800	FURNISHED EXCAVATION	CU YD	1,635		
	20800150	TRENCH BACKFILL	CU YD	211	93.25	19675.75
	25000320	SEEDING, CLASS 5	ACRE	3.6		
	25000324	SEEDING, CLASS 6B	ACRE	2.9		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	462		
	26000600	POTASSIUM FERTILIZER NUTRIENT	POUND	1,327		
	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	288		
	28001000	AGGREGATE, (EROSION CONTROL)	TON	142		
	28100107	STONE RIPRAP, CLASS A4	SQ YD	45		
	28200200	FILTER FABRIC	SQ YD	45		
	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	30		
	35600100	PREPARATION OF BASE	SQ YD	429		
	35600200	AGGREGATE BASE REPAIR	TON	12		
	42001300	PROTECTIVE COAT	SQ YD	45		
	42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	343		
	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	20,579		
	44000163	HOT-MIX ASPHALT SURFACE REMOVAL, 3 1/2"	SQ YD	429		
	44000300	CURB REMOVAL	FOOT	5		

Contract RR-19-4451  
Addendum No. 2

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March 7, 2019



# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

"An Equal Opportunity Employer"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4451  
 PAVEMENT AND STRUCTURAL PRESERVATION  
 REAGAN MEMORIAL TOLLWAY (I-88)  
 ILLINOIS ROUTE 84 TO EAST OF ILLINOIS ROUTE 59  
 MILEPOST 113.8 TO MILEPOST 123.9  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	44000400	GUTTER REMOVAL	FOOT	680		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	28		
	44000600	SIDEWALK REMOVAL	SQ FT	236		
	44003100	MEDIAN REMOVAL	SQ FT	72		
*	44004250	PAVED SHOULDER REMOVAL	SQ YD	227		
*	44213200	SAW CUTS	FOOT	3,463		
*	44213204	TIE BARS 3/4"	EACH	325		
	50102400	CONCRETE REMOVAL	CU YD	2.7		
	50104400	CONCRETE HEADWALL REMOVAL	EACH	1		
	50300200	BRIDGE DECK GROOVING	SQ YD	6		
	50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	2.7		
	50800106	REINFORCEMENT BARS	POUND	3,717		
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	569		
	50800530	MECHANICAL SPLICERS	EACH	26		
	52100010	ELASTOMERIC BEARING ASSEMBLY, TYPE I	EACH	7		
	550A0080	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	250	74.-	19082.-
	550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	240	91.50	21960.-
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	18	58.50	1053.-
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	63	58.20	3666.60

Contract RR-19-4451  
 Addendum No. 2

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March 7, 2019





# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY "An Equal Opportunity Employer"

CONTRACT RR-19-4451

PAVEMENT AND STRUCTURAL PRESERVATION

REAGAN MEMORIAL TOLLWAY (I-88)

ILLINOIS ROUTE 54 TO EAST OF ILLINOIS ROUTE 59

MILEPOST 113.6 TO MILEPOST 123.8

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	41	601.95	24679.95
	550A0400	STORM SEWERS, CLASS A, TYPE 2 21"	FOOT	37	285.95	10561.65
	55100500	STORM SEWER REMOVAL 12"	FOOT	66	23.15	1481.60
	55100800	STORM SEWER REMOVAL 18"	FOOT	274	20.95	5603.30
	55101100	STORM SEWER REMOVAL 21"	FOOT	37	25.25	852.25
	55101200	STORM SEWER REMOVAL 24"	FOOT	240	20.60	4944.-
	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	2	1999.-	3998.-
	60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	1	1612.-	1612.-
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	5998.-	5998.-
*	60255410	CATCH BASINS TO BE CLEANED	EACH	28		
	60500040	REMOVING MANHOLES	EACH	1	225.-	225.-
	60600080	REMOVING INLETS	EACH	1	225.-	225.-
	60600805	CONCRETE CURB, TYPE B	FOOT	5		
	63200310	GUARDRAIL REMOVAL	FOOT	2,003		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	36,077		
BDE	70300905	PAVEMENT MARKING TAPE, TYPE IV 6"	FOOT	12,190		
BDE	70300906	PAVEMENT MARKING TAPE, TYPE IV 8"	FOOT	753		
	72300100	INSTALL EXISTING SIGN PANEL	SQ FT	656		
	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	64		

Contract RR-19-4451  
Addendum No. 2

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March 7, 2019



# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

"An Equal Opportunity Employer"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4451

PAVEMENT AND STRUCTURAL PRESERVATION  
REAGAN MEMORIAL TOLLWAY (I-88)  
ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
MILEPOST 113.6 TO MILEPOST 123.8  
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X0320157	CLEANING UNDERDRAIN OUTLETS	EACH	208	173.-	35984.-
*	X0321902	CONNECTION OF EXISTING PIPE UNDERDRAIN	EACH	35	312.-	10920.-
G85P	X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	128		
*	X0322278	RODENT SHIELDS	EACH	208	215.-	44720.-
*	X0328331	CLEANING AND PAINTING BEARINGS	EACH	32		
*	X0328689	SOLAR-POWERED FLASHING BEACON ASSEMBLY (COMPLETE)	EACH	1		
*	X5420612	PIPE CULVERTS TO BE CLEANED 12"	FOOT	28		
*	X5420618	PIPE CULVERTS TO BE CLEANED 16"	FOOT	177		
*	X5420624	PIPE CULVERTS TO BE CLEANED 24"	FOOT	198		
*	X5420630	PIPE CULVERTS TO BE CLEANED 30"	FOOT	124		
*	X5420636	PIPE CULVERTS TO BE CLEANED 36"	FOOT	538		
*	X5420642	PIPE CULVERTS TO BE CLEANED 42"	FOOT	542		
*	X5537800	STORM SEWERS TO BE CLEANED 12"	FOOT	310		
*	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	1,184		
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	344		
*	X5538200	STORM SEWERS TO BE CLEANED 24"	FOOT	757		
*	X5538400	STORM SEWERS TO BE CLEANED 30"	FOOT	406		
*	X5538600	STORM SEWERS TO BE CLEANED 36"	FOOT	726		
*	X8065701	CONCRETE MEDIAN, TYPE SM-4.06	SQ FT	72		

Contract RR-19-4451  
Addendum No. 2

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March 7, 2019



# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY "An Equal Opportunity Employer"

CONTRACT RR-19-4451

PAVEMENT AND STRUCTURAL PRESERVATION

REAGAN MEMORIAL TOLLWAY (I-88)

ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59

MILEPOST 113.6 TO MILEPOST 123.9

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
BDE	X7030006	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	16,806		
GBSP	20001489	JACK AND REMOVE EXISTING BEARINGS	EACH	7		
GBSP	20007101	CONTAINMENT AND DISPOSAL OF LEAD PAINT CLEANING RESIDUES NO. 1	L SUM	1		
GBSP	20010521	CLEANING AND PAINTING STEEL BRIDGE NO. 1	L SUM	1		
*	Z0010614	CLEANING EXISTING MANHOLE OR HANDHOLE	EACH	4		
*	Z0010615	CLEANING EXISTING INLETS	EACH	5		
*	Z0015580	DEBRIS REMOVAL	CU YD	12		
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	97		
*	Z0040530	PIPE UNDERDRAIN REMOVAL	FOOT	20	19.65	393.-
*	Z0066700	SLOPE WALL REPAIR	SQ YD	2		
*	J1209040	SAND BACKFILL (SPECIAL)	CU YD	16		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	8,892		
*	J1211124	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,214		
*	J1213002	EXPLORATORY POTHOULING, UTILITIES	EACH	10		
*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	600		
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	600		
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	56,536		
*	J1251015	HEAVY DUTY EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	14,985		

Contract RR-19-4451  
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March 7, 2019



# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY "An Equal Opportunity Employer"

CONTRACT RR-19-4451

PAVEMENT AND STRUCTURAL PRESERVATION

REAGAN MEMORIAL TOLLWAY (I-88)

ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59

MILEPOST 113.8 TO MILEPOST 123.9

SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	198		
*	J1601040	SLOPED HEADWALL REMOVAL	EACH	37		
*	J503002	APPROACH SLAB REPAIR (PARTIAL)	SQ YD	2		
*	J505040	REPAIR BRIDGE DRAINAGE SYSTEM	EACH	9		
*	J606010	CLEANING AND SEALING JOINTS	FOOT	71		
*	J620022	REPLACE STRIP SEAL GLANDS	FOOT	1,035		
*	J601300	PIPE UNDERDRAINS, 6" (SPECIAL)	FOOT	60	82.30	4938.-
*	J601305	PIPE UNDERDRAINS, 6" (SPECIAL)	FOOT	138	91.30	12599.40
*	J601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH 8"	FOOT	20	28.-	560.-
*	J1608000	CONCRETE CURB TYPE C	FOOT	48		
*	J1608010	GUTTER, TYPE G-2	FOOT	110		
*	J608016	GUTTER, TYPE G-2, MODIFIED	FOOT	63		
*	J608020	GUTTER, TYPE G-3	FOOT	507		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	1,431		
*	J1630004	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS	FOOT	538		
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	1		
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	4		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	5		
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T5	EACH	5		

Contract RR-19-4451  
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March 7, 2019



# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

"An Equal Opportunity Employer"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4451  
 PAVEMENT AND STRUCTURAL PRESERVATION  
 REAGAN MEMORIAL TOLLWAY (I-88)  
 ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 59  
 MILEPOST 113.8 TO MILEPOST 123.9  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1631135	TRAFFIC BARRIER TERMINAL, TYPE T8B	EACH	1		
*	J1631140	TRAFFIC BARRIER TERMINAL, TYPE T10	EACH	3		
*	J1633110	REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	1		
*	J1633114	REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE TY-A (SPECIAL)	EACH	1		
*	J1633135	REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE T8B	EACH	1		
*	J1635010	ROADWAY DELINEATORS	EACH	47		
*	J1642014	ASPHALT SHOULDER RUMBLE STRIP, 16 INCH	FOOT	8,815		
*	J1680122	SLOPED HEADWALL TYPE III, 15", 1:3	EACH	3	2511.-	7533.-
*	J1680128	SLOPED HEADWALL TYPE III, 8", 1:3	EACH	16	1114.-	17824.-
*	J1680130	SLOPED HEADWALL TYPE III, 6", 1:4	EACH	6	1058.-	6348.-
*	J1680132	SLOPED HEADWALL TYPE III, 15", 1:4	EACH	1	2403.-	2403.-
*	J1680138	SLOPED HEADWALL TYPE III, 8", 1:8	EACH	4	1321.-	5284.-
*	J1680140	SLOPED HEADWALL TYPE III, 6", 1:8	EACH	6	1268.-	7608.-
*	J1680142	SLOPED HEADWALL TYPE III, 15", 1:8	EACH	1	1562.-	1562.-
*	J1701001	DETOUR SIGNING, LOCATION 1	L SUM	1		
*	J1725000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
*	J1781000	RAISED PAVEMENT LANE MARKER	EACH	100		
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	100		
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	90		

Contract RR-19-4451  
 Addendum No. 2

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March 7, 2019

APR 12 2018

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

Sincerely,

A large black rectangular redaction box covering the signature of the sender.

Rich B. [Redacted]  
First Deputy Procurement Officer

RB/fn

Handwritten initials or a signature in the bottom right corner of the page.



CONTRACT # RR-18-4451

FIRM NAME: KALGEN Consultants, Inc.
CHECK ALL THAT APPLY: DBE MBE WBE SBA (NA)

CHECK ALL THAT APPLY: PRIME JV PARTNER SUBCONTRACTOR X 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.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Row 1: JT155001 Contractor's Quality Program, 1 LSum, \$87,122.00, \$87,122.00, \$87,122.00. Totals for this DBE firm: \$87,122.00.

\*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.

2. 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.

Signature for Prime Contractor: Roland Schneider, Auth. Agent & VP, 3/22/2019
Contact: Roland Schneider
Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC
E-mail: rschneider@fhpaschen.com
Phone: 773-444-3474
Address: 5515 N. East River Road, Chicago, IL 60656

Signature for DBE Contractor: [Redacted], President, 03/22/2019
Contact: [Redacted]
Firm Name: KALGEN Consultants, Inc.
E-mail: atr@kalgeninc.com
Phone: (630) 516-0901
Address: 716 N Wisconsin Ave, Villa Park, IL 60181



**KALGEN Consultants, Inc.**  
 716 N Wisconsin Ave  
 Villa Park, IL 60181  
 ph: (630) 516 0901 fax: (630) 516 0902

## ISTHA 4451

### CONCRETE

Class	Quantity	Unit	Description	Rate	Amount	
<b>Class BD</b>						
Deck		8	Level 1 Field	92.50	\$0.00	
Partial Deck Patching	1	8	Level 1 Field	92.50	\$740.00	
Parapet		8	Level 1 Field	92.50	\$0.00	
<b>Class SP</b>						
Substruct		8	Level 1 Field	92.50	\$0.00	
<b>Other</b>						
Approach Pavement	2	8	Level 1 Field	92.50	\$1,480.00	
Signage	8	8	Level 1 Field	92.50	\$5,920.00	
Piling		8	Level 1 Field	92.50	\$0.00	
Caissons		8	Level 1 Field	92.50	\$0.00	
Electrical		8	Level 1 Field	92.50	\$0.00	
PCC Paving		8	Level 1 Field	92.50	\$0.00	
PCC Patching	10	8	Level 1 Field	92.50	\$7,400.00	
Curb & Gutter	5	8	Level 1 Field	92.50	\$3,700.00	
Slope Wall	1	8	Level 1 Field	92.50	\$740.00	
Barrier Wall		8	Level 1 Field	92.50	\$0.00	
Conc. Pad for Energy Attenuator	1	8	Level 1 Field	92.50	\$740.00	
Crashwall Modifications		8	Level 1 Field	92.50	\$0.00	
Concrete Restoration	30	8	Level 1 Field	92.50	\$22,200.00	
Encasement		8	Level 1 Field	92.50	\$0.00	
Noise Wall		8	Level 1 Field	92.50	\$0.00	
Retaining Wall		8	Level 1 Field	92.50	\$0.00	
<b>Office/Lab Charges</b>						
QC Plan					\$500.00	
Cylinder Breaks				348	22.50	\$7,830.00
Pick-Up Costs (2 hrs Each trip)				58	150.00	\$8,700.00
Travel Costs (Trip Fee)			Trips	58	40.00	\$2,320.00
Management & Reports			29 Engineer	1	120.00	\$3,480.00
OT @ 10%						\$4,292.00
<b>Totals</b>	<b>0</b>	<b>58</b>				<b>\$70,042.00</b>

### Asphalt & Soil Field Testing

Type	Quantity Weeks	Pours	HR / Pour	Tech Type	No.	Rate	Cost
Compaction testing	2.0	10	8	Level I Tech	1	92.50	\$7,400.00
Trench Back Fill	2.0	10	8	Level I Tech	1	92.50	\$7,400.00
Structural Steel Testing			8	CWI	1	110.00	\$0.00
Management & Reports			10	Engineer	1		\$0.00
Laboratory Testing 10% of Cost							\$1,480.00
Travel Costs					20	40.00	\$800.00
		<b>20</b>					<b>\$17,080.00</b>

a.) The Technician rates mentioned above are for the straight time of 8.0 hrs. per day Monday thru Friday (7.0 AM to 3.30 PM)

b.) Technician(s)/ Engineer(s) hours are charged from portal to portal

c.) Over 8.0 hrs a surcharge of 50% will be charged to the above mentioned rates

d.) A minimum 8.0 hr charge will apply for each scheduled visit

e.) Any work performed after 3.30 PM will be considered as over time and will be charged as mentioned in c) above.

f.) For technicians: Saturdays will be charged at 1.5 times the regular wages and Sundays 2.0 times the regular wages.

g.) Work performed other than regular Day Shift will be charged at \$96/hr.

h.) For Multi year projects the unit rates mentioned above will be increased by 5% every year

i.) A 2.0 hr. show up time will be charged for cancellation of a previously scheduled job

Note: These are only for estimation purposes. Actual invoicing will be based on T&M.





# Illinois Department of Transportation

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

December 19, 2017

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Atri Kalluri  
KALGEN Consultants, Inc.  
716 N. Wisconsin Ave.  
Villa Park, IL 60181

Dear Mr. Kalluri:

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

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

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

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

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

Sincerely,

  
Debra A. Clark, Bureau Chief  
Bureau of Small Business Enterprises

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

**KALGEN**                      **Email:** [atri@kalgeninc.com](mailto:atri@kalgeninc.com)  
**Consultants, Inc.**        **Phone:** (630) 516-0901  
Atri Kalluri                    **Fax:** (630) 516-0902  
716 N. Wisconsin Ave.  
Villa Park, IL 60181

**County:** DuPage

**Categories:** Architecture\Engineering, Professional

<b>NAICS</b>	<b>Specialty</b>
541330-Engineering Services	541330-
541360-Geophysical Surveying & Mapping Services	CONSTRUCTION INSPECTION
541715-Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)	QA HMA & AGGREGATE QA PCC & AGGREGATE 541360- SUBSURFACE EXPLORATIONS GENERAL GEOTECHNICAL SERVICES 541715- RESEARCH



CONTRACT # RR-18-4451

DBE FIRM NAME: D2K Traffic Safety, Inc  
CHECK ALL THAT APPLY: DBE [X] MBE [ ] WBE [ ] SBA (N/A) [ ]

PRIME [ ] JV PARTNER [ ] SUBCONTRACTOR [X] TRUCKER [ ] SUPPLIER [ ] MANUFACTURER [ ]

TIER 1 (SUB TO PRIME): Y [X] N [ ] TIER 2 OR BELOW: Y [ ] N [X] 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@getitpass.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 (Item, Location, Quantity, Amount, Units, or Other Appropriate Detail)	COMPLETION DATE	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$)
	SEE ATTACHED					
<b>TOTALS FOR THIS DBE FIRM:</b>						<b>10457,237.78</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 RISE71010, 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 10 business days after 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 breach of contract and can subject the contractor to contract sanctions.

Signature for Prime Contractor: [Redacted]  
 Title: Roland Schneider, Auth. Agent & VP  
 Date: 3/22/2019  
 Contract: Roland Schneider  
 Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
 E-mail: rschneider@fhpaschen.com  
 Phone: 773-444-3474  
 Address: 5515 N. East River Road, Chicago, IL 60655

Signature for DBE Contractor: [Redacted]  
 Title: President  
 Date: 3/22/19  
 Contract: MARK LONG  
 Firm Name: D2K TRAFFIC SAFETY, INC  
 E-mail: marklong@d2ktraffic.com  
 Phone: 630-488-1118  
 Address: 1251 FROBENIUS RD, NAPERVILLE, IL 60563

**DBE CERTIFIED**



**Contact**  
**Cell phone**  
**Email**  
**Owner**  
**Project #**

Mark Lang
630 488-1068
marklang@d2ktraf.com
ISTHA
RR-19-4451 I-88 (IL 56 to IL 59) MP 113.6 to MP 123.9

**D2K Traffic Safety, INC.** TSI  
 1281 Frontenac Road 425 Miles Parkway  
 Naperville, IL 60563 Bartlett, IL 60103  
 phone 630-416-9760 phone: 630-497-3478  
 fax 630-416-9710 fax 630-339-0483

Letting Date:	3/21/2019
Item #:	
Completion Date:	10/25/2019
Working Days:	

Item #	Item Description	Estimated Quantity	Unit Price	U/M	Extension
70300904	PAVT MARK TAPE T4 4"	36,077.00	\$0.95	FOOT	\$34,273.15
70300906	PAVT MARK TAPE T4 6"	12,190.00	\$1.45	FOOT	\$17,675.50
70300908	PAVT MARK TAPE T4 8"	753.00	\$2.00	FOOT	\$1,506.00
X7010216	TRAF CONT & PROT SPL (NOTE 1)	1.00	\$15,000.00	L SUM	\$15,000.00
	*TSI TO PERFORM ITEM X7010216				
X7030005	TEMP PAVT MRK REMOVAL	18,606.00	\$0.30	SQ FT	\$5,581.80
2E701001	DETOUR SIGNING LOC 1 (NOTE 2)	1.00	\$40,000.00	L SUM	\$40,000.00
	*TSI TO PERFORM ITEM J1701001				
36120100	TRAILER MOUNTED FULL MATRIX CMS	14.00	\$2,000.00	EA	\$28,000.00
	*TSI TO SUPPLY 5 EACH OF ITEM 35120100				
2E701010	MAINTENANCE OF TRAFFIC	1.00	\$99,000.00	L SUM	\$271,133.33
JT190148	TRUCK MTD ATTN	240.00	\$120.00	HOUR	\$28,800.00
	*TSI TO SUPPLY 120 HRS OF ITEM JT190148				
J1701030	SUPPLEMENTAL BARRICADE	250.00	\$1.00	EA	\$250.00
J1701031	SUPPLEMENTAL SIGNING	600.00	\$8.00	SF	\$4,800.00
J1701033	SUPPL AB (DAY)	52.00	\$15.00	PER DAY	\$780.00
J1701033	SUPPL AB (WEEK)	28.00	\$50.00	PER WK	\$1,400.00
J1701034	SUPPL AB (MONTH)	13.00	\$250.00	PER MO	\$3,250.00
J1701035	SUPPL MAINT. OF TRAFFIC	109.00	\$100.00	PER DAY	\$10,900.00
J1701050	TEMP INFO GRD MT < 24 SQ FT	40.00	\$25.00	SF	\$1,000.00
J1701052	TEMP INFO GRD MT > 24 SQ FT	100.00	\$40.00	SF	\$4,000.00
J1701280	PCMS	72.00	\$60.00	PER DAY	\$4,320.00
J1701210	PCMS	28.00	\$300.00	PER WK	\$8,400.00
J1701220	PCMS	12.00	\$900.00	PER MO	\$10,800.00
J1783005	WATERBLASTING	37,340.00	\$1.20	SF	\$44,808.00
	D2K TO PERFORM 2/3 OF ALL TEMP LANE CLOSURES				
	TSI TO PERFORM 1/3 OF ALL TEMP LANE CLOSURES				
<b>TOTAL BID</b>					<b>\$336,677.78</b>
<b>DBE PARTICIPATION</b>					<b>\$457,277.78</b>

**NOTE 1:** PRICE INCLUDES 4 SETS OF LOCAL LANE EQUIPMENT FOR CONTRACTOR USE  
**NOTE 2:** PRICE INCLUDES 2 WEEKENDS OF DETOUR DOES NOT INCLUDE LANE CLOSURES BELOW  
 \* PAY ITEM 35701010 IS ONLY FOR FIXED RCA INSTALLATION AND THE STAGED CONSTRUCTION ON I-88 AT ORCHARD ROAD AND ORCHARD RAMPS. ALL TEMP CLOSURES ARE CHARGED BELOW AS AN EACH.  
 \*\* PAY ITEM JT190148 IS FOR STAGED WORK ONLY AT ORCHARD ROAD.  
 \*\*\*QUOTED PER STAGE PER PLAN - ANY CHANGES TO STAGED PLANS OR ADDITIONAL MOBILIZATION TO SPLIT STAGES MUST BE AGREED UPON AS AN A.U.P. BEFORE ANY WORK IS PERFORMED

Quote good for 30 days from letting date shown above. See below for notes. All rates are incorporated into quoted unit prices shown above.

PRICING FOR TEMPORARY CLOSURES AS AN EACH:	MON-FRI	SAT-SUN	EA ADD 1/2 MILE
SHOULDER CLOSURE 1/2 MILE MAX LENGTH:	\$700.00	\$800.00	
RAMP/PARTIAL RAMP CLOSURE EACH:	\$900.00	\$1,150.00	
1 LANE 1 DIRECTION 1 MILE MAX LENGTH EACH:	\$2,000.00	\$2,300.00	\$100.00
2 LANES 1 DIRECTION 1 MILE MAX LENGTH EACH:	\$2,300.00	\$2,500.00	\$100.00
LANE CLOSURE PULL BACKS:	\$600.00	\$800.00	
PLAZA CASH BOOTH CLOSURES:	\$850.00	\$1,000.00	

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

\* PER NOTE #21 OF VOLUME 2 PAGE 256 OF PLANS TMA'S WILL BE CHARGED AT AN HOURLY RATE IN ADDITION TO PRICING QUOTED ABOVE. RATE IS PORT TO PORT WITH 1 ATTENUATOR TRUCK AND DRIVER.  
 SHADOW VEHICLE RATE EACH 1st 8 hours \$120.00 hr \$165.00 hr  
 After 8 hours \$145.00 hr

\*\* ALL TOLLWAY CLOSURES HAVE A 3 MILE MAXIMUM LENGTH. LONGER CLOSURES WILL REQUIRE AN A.U.P.

QUOTE EXCLUSIONS: SHADOW VEHICLES, EMERGENCY PLAN, BARRIER DEMONSTRATORS, SAUROAD INSURANCE, PERFORMANCE & PAYMENT BONDS, PERMITS, FLAGGERS, TEMPORARY TRAFFIC SIGNALS, AUTOMATED FLAGGER DEVICES, ROADWAY REPAIRS, INCIDENTAL ADDITIONS TO TRAFFIC CONTROL, TEMPORARY LANE CLOSURES, CONCRETE BARRIER WALL, WALL REFLECTORS, ADA WORK EQUIPMENT, EXISTING SIGNAGE: REMOVING, RELOCATING, STORMING, SIGN LIDS, COVERING AND/OR REPLACING, SIGNS REQUIRING FOUNDATION WORK, TRAFFIC CONTROL EQUIPMENT: DAILY MOVEMENT AND MAINTENANCE OF EQUIPMENT, OR SURVEILLANCE.

A COPY OF THE GENERAL CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS WILL BE REQUIRED UPON EXECUTION OF THE SUBCONTRACT

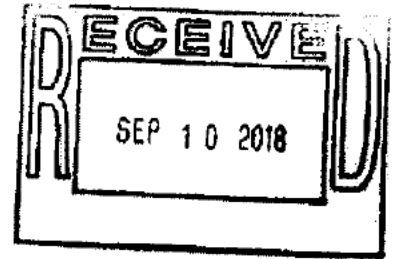


# Illinois Department of Transportation

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

September 5, 2018

CERTIFIED-RETURN RECEIPT REQUESTED



Mr. Mark Long  
D2K Traffic Safety, Inc.  
1251 Frontenac Rd., Ste. 100  
Naperville, IL 60563

Dear Mr. Long:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for D2K Traffic Safety, Inc., and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,

  
Debra A. Clark, Bureau Chief  
Bureau of Small Business Enterprises

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

**D2K Traffic Safety, Inc.**      **Email:** [marklong@d2ktraffic.com](mailto:marklong@d2ktraffic.com)

**Phone:** (630) 416-9700

**Mark Long**      **Fax:**

1251 Frontenac Rd., Ste.

100

Naperville, IL 60563

**County:** DuPage

**Categories:** Construction, Supplier

**NAICS**

237310-Highway, Street, &  
Bridge Construction

561990-All Other Support  
Services

**Speciality**

237310- MISC:  
PREFORMED PLASTIC  
PAVEMENT MARKING  
TRAFFIC CONTROL  
SURVEILLANCE  
PAVEMENT MARKING:  
REMOVAL  
PAVEMENT MARKERS  
RAISED  
PAVEMENT MARKING:  
PAINT  
SIGNING  
PAVEMENT MARKING:  
THERMOPLASTIC HAND  
PAVEMENT MARKING:  
THERMOPLASTIC TRUCK  
PAVEMENT MARKING:  
EPOXY  
SUPPLIER: PAVEMENT  
MARKING MATERIALS  
SUPPLIER: MATERIALS:  
TRAFFIC CONTROL  
561990- TRAFFIC  
CONTROL



# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY "An Equal Opportunity Employer"  
CONTRACT RR-19-4451

PAVEMENT AND STRUCTURAL PRESERVATION  
REAGAN MEMORIAL TOLLWAY (I-88)  
ILLINOIS ROUTE 56 TO EAST OF ILLINOIS ROUTE 58  
MILEPOST 113.6 TO MILEPOST 123.9  
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1800100	CONCRETE COLLAR	EACH	6	1527.-	1226.-
**	J6107360	DUST CONTROL WATERING	UNIT	210		
**	J8107381	APPLY DUST SUPPRESSION AGENTS	UNIT	2,291		
**	J5120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	14		
**	J8120710	ENERGY ATTENUATOR	EACH	6		
**	J5120716	ENERGY ATTENUATOR CONCRETE PAD	SQ FT	900		
**	J8120720	ENERGY ATTENUATOR REMOVAL	EACH	6		
**	J5121200	LOW PRESSURE EPOXY INJECTION	FOOT	1,188		
**	J5250220	SEEDING, CLASS 2E	ACRE	8.4		
**	J5250314	SEEDING, CLASS 4B	ACRE	2.9		
**	J5250318	SEEDING, CLASS 4F	ACRE	3.6		
**	J5280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL MO	16		
**	J5280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	237		
**	J5280050	SILT FENCE	FOOT	9,739		
**	J5280051	RE-ERECT SILT FENCE	FOOT	996		
**	J5280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	760		
**	J5280100	SUPER SILT FENCE	FOOT	2,112		
**	J5280120	TREE PROTECTION	FOOT	1,100		
**	J5280140	TEMPORARY RIPRAP	TON	16		

Contract RR-19-4451  
Addendum No. 2

P - 14

March 7, 2019





# ARCHON CONSTRUCTION CO., INC.

## UTILITY CONTRACTORS

"A CERTIFIED Woman's Business Enterprise"

"An Equal Opportunity Employer"

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4451  
PAVEMENT AND STRUCTURAL PRESERVATION  
REAGAN MEMORIAL TOLLWAY (I-86)  
ILLINOIS ROUTE 66 TO EAST OF ILLINOIS ROUTE 59  
MILEPOST 113.6 TO MILEPOST 123.9  
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT900300	SHOULDER MICROSURFACING, SINGLE PASS, TYPE II	SQ YD	96,032		
*	JT900560	SUBGRADE SOIL STABILIZATION, TYPE IA	SQ YD	1,046		
*	JT990154	REMOVE AND REINSTALL ENERGY ATTENUATOR	EACH	1		
TOTAL AMOUNT OF CORE WORK						

\$ 306,250

Contract RR-19-4451  
Addendum No. 2

P - 19

March 7, 2019

563 SOUTH ROUTE 53

ADDISON, ILLINOIS 60101

Phone/Fax: (630)495-0015



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

**FEB 2 9 2016**

Ms. Leta Loizzo  
Archon Construction Co., Inc.  
563 South Route 53  
Addison, IL 60101

Dear Leta Loizzo:

We are pleased to inform you that Archon Construction Co., Inc. has been recertified as a Women-Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 2/28/2021; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 2/28/2017, 2/28/2018, 2/28/2019, and 2/28/2020. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 2/28/2021. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/28/2020.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

A handwritten signature in black ink, appearing to be "Leta Loizzo", located in the bottom right corner of the page.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**  
**237210 – Land Subdividing and Utility Installation**

Your firm's participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.



Rich Butler  
First Deputy Procurement Officer

RB/cm



### Vendor Information



#### Vendor Information

**Business Name** Archon Construction Co., Inc.  
**Owner** Leta Lotzo  
**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** 2/23/2016  
**Renewal/Anniversary Date** 2/28/2017  
**Expiration Date** 2/28/2021  
**Certified Business Description** 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)

#### Customer Support

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[Print This Page](#)



CONTRACT # RR-19-4451

DBE FIRM NAME: Marking Specialists Corporation  
CIRCLE ALL THAT APPLY:  DBE  MBE  WBE  SBA (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)
	<u>See attached quote # Q27438</u>	<u>1/CS</u>	<u>\$135,513.05</u>	<u>\$135,513.05</u>		
				<b>TOTALS FOR THIS DBE FIRM:</b>		<u>\$135,513.05</u>

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #5671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

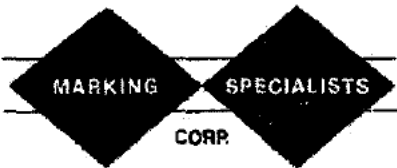
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned 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 contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a breach of contract and can subject the contractor to contract sanctions.

[Redacted Signature] Roland Schneider, Auth. Agent & VP 3/22/20

[Redacted Signature] Executive Vice-President 3/31/19

Contact: Roland Schneider  
 Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
 E-mail: rschneider@fhpaschen.com  
 Phone: 773-444-3474  
 Address: 5515 N. East River Road, Chicago, IL 60656

Contact: Judith M. Paschen  
 Firm Name: Marking Specialists Corporation  
 E-mail: judith@markingspecialists.com  
 Phone: 417-462-0771  
 Address: 114 High Road - Unit 1, Cary, IL 60013



Voice: 847-462-0799  
 Fax: 847-462-0929  
 Email: judy@markingspecialists.net

Marking Specialists Corporation  
 114 High Road, Unit 1  
 Cary, IL 60013

Quote No.: Q27438  
 Quote Date: 03/14/2019  
 Item No.:  
 Contract No.: RR-19-4451  
 Bid Date: 03/22/2019  
 Complete By: 10/25/2019

## Quotation

**County:** VARIOUS  
**Section:**  
**Description:** PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION ON THE REAGAN MEMORIAL TOLLWAY (I-88) - MILE POST 113.6 [ILLINOIS ROUTE 56] TO MILE POST 123.9 [EAST OF ILLINOIS ROUTE 59] - ISTHA - CONTRACT RR-19-4451

Gentlemen:

We propose to furnish all necessary labor, material, tools and equipment to complete the following work according to plans and specifications:

Item No.	Description	UM	Quantity	Price/Unit	Total
78005110	EPOXY PVT MK LINE 4	FT	60.00	0.7800	\$46.80
78005130	EPOXY PVT MK LINE 6	FT	50,934.00	1.1700	\$59,592.78
J1781000	RAISED PAVEMENT LANE MARKER	EA	100.00	105.0000	\$10,500.00
J1781010	RAISED PVT LANE MK REFL	EA	100.00	15.0000	\$1,500.00
JT780300	MULTI-POLY PVMNT MRKG-LINE 4	FT	17,466.00	0.8500	\$14,846.10
JT780310	MULTI-POLY PVMNT MRKG-LINE 6	FT	7,483.00	1.3300	\$9,952.39
JT780320	MULTI-POLY PVMNT MRKG-LINE 10	FT	5,077.00	2.2200	\$11,270.94
JT780325	MULTI-POLY PVMNT MRKG-LINE 12	FT	4,508.00	2.6600	\$11,991.28
JT780330	MULTI-POLY PVMNT MRKG-LINE 24	FT	60.00	5.3200	\$319.20
JT780340	MULTI-POLY PVMNT MRKG-LTRS(8')	SF	63.00	2.7500	\$173.25
JT780355	MULTI-POLY PVMNT MRKG-SYM (LG)	SF	359.00	2.7500	\$987.25
JT780JA1	GRVING FOR PM LINE 5"	LF	4,700.00	0.4100	\$1,927.00
JT780JC1	GRVING FOR PM LINE 7"	LF	1,535.00	0.6200	\$951.70
JT780JE1	GRVING FOR PM LINE 11"	LF	1,412.00	1.0300	\$1,454.36
				<b>BidTotal:</b>	<b>\$125,513.05</b>

This project has a DBE requirement of 25 %



Voice: 847-462-0799  
Fax: 847-462-0929  
Email: judy@markingspecialists.net

Marking Specialists Corporation  
114 High Road, Unit 1  
Cary, IL 60013

## Quotation

Quote No.: Q27438  
Quote Date: 03/14/2019  
Item No.:  
Contract No.: RR-19-4451  
Bid Date: 03/22/2019  
Complete By: 10/25/2019

These prices are firm for a period of sixty (60) days from the date of the contract award. Other materials, if required, will be priced separately. Permanent pavement marking is expected to be completed with one mobilization. Additional mobilizations will cost \$2,000.00 each. Lane closures, if required, are the responsibility of the prime contractor. Unless stated otherwise, prices do not include costs for bonds, special insurance or permits.

We thank you for the opportunity to quote on this work and hope we will be favored with your order.

Very Truly Yours,



Judith M. Peszek, Chief Estimator  
Marking Specialists Corporation

I.D.O.T. Certified DBE

C.D.O.T. Certified DBE & MBE

Cook County Certified MBE

METRA Certified DBE

City of Rockford MBE

An Equal Opportunity Employer

**Additional Notes:**



# Illinois Department of Transportation

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

June 26, 2018

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Alfredo Zavala  
Marking Specialists Corporation  
P. O. Box 745  
Arlington Heights, IL 60006

Dear Mr. Zavala:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Marking Specialists Corporation and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,



Debra A. Clark, Bureau Chief  
Bureau of Small Business Enterprises





LB

FOLE COPY



# Illinois Department of Transportation

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

June 26, 2018

## CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Julie Savitt  
AMS Elite Solutions, Inc.  
39555 N. Hwy. 83  
Lake Villa, IL 60046

Dear Ms. Savitt:

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

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

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

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

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

Sincerely,

  
Debra A. Clark, Bureau Chief  
Bureau of Small Business Enterprises

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

**AMS Elite Solutions, Email: [j.savitt@ams-es.net](mailto:j.savitt@ams-es.net)  
 Inc. Phone: (847) 838-9501  
 Julie Savitt Fax: (888) 519-3182  
 39555 N. Hwy. 83  
 Lake Villa, IL 60046**

**County:** Lake

**Categories:** Miscellaneous, Supplier, Trucking

<b>NAICS</b>	<b>Speciality</b>
423320-Brick, Stone, and Related Construction Material Merchant Wholesalers	423320- SUPPLIER: AGGREGATE
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING
484230-Specialized Freight (except Used Goods) Trucking, Long-Distance	484230- LONG DISTANCE EQUIPMENT HAULING
562111-Solid Waste Collection	562111- MISC: RECYCLABLE MATERIAL HAULING
562119-Other Waste Collection	562119- BRUSH & RUBBLE HAULING



CONTRACT # RR-18-4451

DBE FIRM NAME: ERA VALDIVIA CONTRACTORS, INC.  
CIRCLE ALL THAT APPLY: DBE (MSE) WBE SBA (IA)

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

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

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

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK # SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Row 1: 0007101, Cont & Displ. H. No., 1, LS, 516,845.50, 516,845.50.

\*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 #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...

Signature for Prime Contractor: Roland Schneider, Auth. Agent & VP 3/22/2019  
Contact: Roland Schneider  
Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
E-mail: rschneider@fhpaschen.com  
Phone: 773-444-3474  
Address: 5535 N. East River Road, Chicago, IL 60656

Signature: [Redacted] President 03/22/19  
Contact: Jose G. Valdivia  
Firm Name: Era Valdivia Contractors, Inc.  
E-mail: jvaldivia@eravaldivia.com  
Phone: 773-721-9350  
Address: 11909 S. Avenue O, Chicago, IL 60617



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAR 17 2015

Jose Valdivia  
Era - Valdivia Contractors, Inc.  
11909 South Avenue O  
Chicago, IL 60617

Dear Jose Valdivia:

We are pleased to inform you that Era - Valdivia Contractors, Inc. has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **3/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **3/15/2016, 3/15/2017, 3/15/2018, and 3/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **3/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **1/15/2020**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

MAR 17 2019

Era – Valdivia Contractors, Inc.

Page 2 of 3

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-4G-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- 236115 - Residential construction, single-family, general contractors
- 236210 - Addition, alteration and renovation, general contractors, industrial and building (except warehouse)
- 236220 - Addition, alteration and renovation general contractors, commercial and institutional building
- 237110 - Construction management, water and sewer line
- 237110 - Water system storage tank and tower construction
- 237110 - Water treatment plant construction
- 237310 - Asphalt paving (i.e., highway, road, street, public sidewalk)
- 237310 - Concrete paving (i.e., highway, road, street, public sidewalk)
- 237310 - Construction management, highway, road, street and bridge
- 237310 - Curbs and street gutters, highway, road and street, construction
- 237310 - Painting traffic lanes or parking lots
- 237310 - Parking lot marking and lane painting
- 237310 - Repair, highway, road, street, bridge or airport runway
- 237310 - Resurfacing, highway, road, street, bridge or airport runway
- 562910 - Environmental remediation services
- 562910 - Lead paint abatement services
- 562910 - Lead paint removal services
- 562910 - Site remediation services

MAR 17 2015

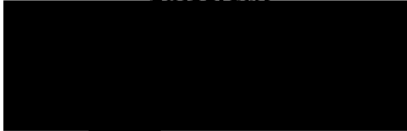
Era - Valdivia Contractors, Inc.

Page 3 of 3

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's **Minority and Women-Owned Business Enterprise (MBEWBE)** Program.

Sincerely,



Charlie L. Rhee  
Chief Procurement Officer  
CLR/dp



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # RR-18-4451

DBE FIRM NAME: Terrazas LLC  
CIRCLE ALL THAT APPLY: DBE  MBE  WBE  SBA (M)

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

SUBCONTRACTOR: TIER 1 (SUS TO PRIME):  N  TIER 2 OR BELOW: Y  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 the 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 COUNTY AMOUNT (\$) (Provide the DBE of contract amount if firm is a supplier)
X0322194	Polymer Modified Portland Cement Mortar	128 SF	\$130.00	\$16,840.00		\$16,840.00
JS121200	Low Pressure Epoxy Injection	1,188 LF	\$38.00	\$45,144.00		\$45,144.00
JT503040	Structural Repair of Concrete (Depth Equal to or Less than 5 in)	309 SF	\$225.00	\$69,525.00		\$69,525.00
JT503041	Structural Repair of Concrete (Depth Greater than 5 in)	1 SF	\$240.00	\$240.00		\$240.00
JT503100	Fiber Wrap Repair	113 SF	\$90.00	\$10,170.00		\$10,170.00
<b>TOTALS FOR THIS DBE FIRM:</b>				<b>\$141,719.00</b>		<b>\$141,719.00</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.

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

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

Signature: Roland Schneider, Auth. Agent & VP 3/22/2025  
 Title: Vice President  
 Contact: Roland Schneider  
 Firm Name: F.H. Paschen, S.N. Neisen & Associates LLC  
 E-mail: rschneider@fhpaschen.com  
 Phone: 773-444-3474  
 Address: 5515 N. East River Road, Chicago, IL 60656

Signature: Roberto Terrazas  
 Title: General Manager 02/26/2025  
 Contact: Roberto Terrazas  
 Firm Name: Terrazas LLC  
 E-mail: robertoterrazas@gmail.com  
 Phone: (630) 264-9542  
 Address: 4656 W. O'HARE RD, Mokena, IL 60449

(Rev 04/2018)

DBE - 13

CONTRACT #

Contract No RR-18-4451



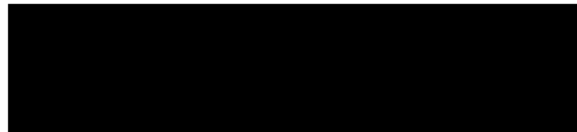


**Illinois Department of Transportation**

# **Terrazas LLC**

is hereby certified as a  
**Disadvantaged Business Enterprise**

This certificate is valid under current firm ownership  
and operational control only and supersedes any  
authorization or listing previously issued.



**Randall S. Blankenhorn**  
Secretary  
Illinois Department of Transportation



**Pamela R. Simon**  
Director  
Office of Business & Workforce Diversity

Effective the 16<sup>th</sup> day of October 2018

# Unified Certification Program - Search

**Contractor Details**

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

[Print](#)

## **Terrazas LLC**

Roberto Terrazas  
4656 W. Offner Rd.  
Monee, IL 60449

**Email:** [robeterrazas@yahoo.com](mailto:robeterrazas@yahoo.com)

**Phone:** (630) 364-9542

**Fax:**

**County:** Will

**Categories:** Construction

## **NAICS**

237310-Highway, Street, &  
Bridge Construction

238110-Poured Concrete  
Foundation and Structure  
Contractors

## **Speciality**

237310- CURB & GUTTER,  
SIDEWALKS

238110- MISC: GUNITE  
AND SHOTCRETE  
MISCELLANEOUS  
CONCRETE



CONTRACT # RR-18-4451

DBE FIRM NAME: Metropolitan Steel, Inc  
CHECK ALL THAT APPLY: DBE, MBE, WBE, SBA (X)

CHECK ALL THAT APPLY: PRIME, JV PARTNER, SUBCONTRACTOR (X), TRUCKER, SUPPLIER, MANUFACTURER

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. 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.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL DBE CREDIT AMOUNT (\$). Rows include ELAST. BEARING, install only and Jack & Remove Bearings (install). Totals for this DBE firm: 26,005.

\*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 10 business days after 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 breach of contract and can subject the contractor to contract termination.

Signature for Prime Contractor: Roland Schneider, Auth. Agent & VP 3/23/19  
Contact: Roland Schneider  
Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
E-mail: rschneider@fhpaschen.com  
Phone: 773-444-3474  
Address: 5515 N. East River Road, Chicago, IL 60656

Signature for DBE Contractor: [Redacted] PRESIDENT 3/23/19  
Contact: TIM CARALLERO  
Firm Name: METROPOLITAN STEEL, INC.  
E-mail: tim@metropolitan-steel.com  
Phone: 708-474-2072  
Address: 1931 E 177TH, LANSING, IL 60438



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 12 2018

Timothy Caballero  
Metropolitan Steel, Inc.  
1931 E. 177<sup>th</sup> St.  
Lansing, IL 60438

Dear Timothy Caballero:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm **Metropolitan Steel, Inc.** continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due June 1, 2019.

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

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

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

**NAICS Code(s)**  
**237310- Bridge Construction**

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE, and ACDBE firms. The Directory can be accessed on the Internet at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>.



CONTRACT #

DBE FIRM NAME:

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.

Table with 7 columns: 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). Includes a row for TOTALS FOR THIS DBE FIRM.

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

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

Signature for DBE Contractor, Title, Date, Contact, Firm Name, E-mail, Phone, Address



# DBE FORM 2023

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

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

### Good Faith Efforts Checklist

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

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

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

- ILUCP DBE Directory:  
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>
- City of Chicago's M/WBE Directory:  
<https://chicago.mwdb.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/OI

- (g) Signature of Prime Contractor Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_
- (i) Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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

- (j) Total value of payments received for trucks owned and operated by this DBE trucker \_\_\_\_\_
- (k) Total value of payments received for trucks leased and operated by another DBE trucker \_\_\_\_\_
- (l) Total value of payments received for trucks leased from a Non-DBE trucker \_\_\_\_\_
- (m) \_\_\_\_\_
- (n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) \_\_\_\_\_
- (o) Total DBE Trucking Participation Based on DBE Special Provision VII.A. \_\_\_\_\_

	Number of Trucks
a. _____	
b. _____	
c. _____	

Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.

- (p) 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
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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)
22	Retainage Held (\$)	22(a)
23	Retainage Released (\$)	23(a)
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)
22	Retainage Held (\$)	22(a)
23	Retainage Released (\$)	23(a)
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> <p>its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 &amp; 2026.</p>	
27	Title of Agent:
28	Signature of Agent:
28	Date of Signature:

**Payer / Preparer / Prime**

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



**ISTHA DBE Final Payment Report – DBE Form 2115**

**General Information**

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

**Prime Contractor Information**

4	Prime Contractor:			
5	Address:			
6	Telephone:			

**Subcontractor Information**

7	Subcontractor:			
8	Address:			
9	Telephone:			

**Subcontractor Payment**

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

**Subcontractor Work during Contract:**

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

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

**Prime Contractor**

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

**Subcontractor**

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



## Capture Application Request for Log-in/Password

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

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

Construction Manager       Prime Contractor

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

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

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

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

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

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

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

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

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

Affidavit: <i>For and on behalf of</i> _____ <div style="text-align: center;">(Printed Company Name)</div> I, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div> and authority to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	
Signature of Agent:	
Date of Signature:	

**For ease of response, please e-mail this request from the email account listed above to:**  
[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.



## STATE OF ILLINOIS

**SPECIAL PROVISION - VETERAN SMALL BUSINESS  
PARTICIPATION AND UTILIZATION PLAN - CONSTRUCTION  
For State Agency/State University Use Only**

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **Veteran Small Business** participation goal of 2.5% 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 bid price or scope;

**7.3.5.** Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

- 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;
  - 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
  - 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. 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: 3/22/2019  
 To: Contact Name: Roland Schneider  
 Contractor Company Name: F.H. Paschen, S.N. Nielsen & Assoc., LLC  
 From: Deanna Dinkel  
 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>	3/22/2019	<b>Revision #</b>	0
<b>Contract #</b>	RR-19-4451	<b>Established VOSB Goal:</b>	2.50 %		
<b>Contract Description:</b>	Pavement and Structural Preservation and Rehabilitation, Reagan Memorial Tollway (I-88), Mile Post 113.6 (Illinois Route 56) to Mile Post 123.9 (East of Illinois Route 59)				

[ X ] 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		\$7,741,544.95							
VOSB Firm Name	Status (SB/SuprTK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Industrial Fence, Inc.	SB	VOSB	Guardrail	\$338,941.72	\$338,941.72	4.37 %	CMS	M	Hispanic
<b>Total # of subcontracts: 1</b>				<b>TOTAL</b>	<b>\$338,941.72</b>	<b>\$338,941.72</b>	<b>4.37 %</b>		
<b>Total # of subcontractors: 1</b>				<b>Total %</b>	<b>4.37 %</b>	<b>4.37 %</b>			





Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # RR-19-4451

VOSB FIRM NAME Industrial Fence Inc.
VOSB TYPE: [X] VOSB [ ] SDVOSB
ETHNICITY: [ ] AF-Am [ ] As In [ ] As Pac [X] Hisp [ ] Cauc
GENDER: [X] M [ ] F

PRIME [ ] JV PARTNER [ ] SUBCONTRACTOR [X] TRUCKER [ ] SUPPLIER [ ] MANUFACTURER [ ]

TIER 1 (SUB TO PRIME): [X] Y [ ] N TIER 2 OR BELOW: [ ] Y [X] N UNDER CONTRACT TO:

This form must be completed for EACH VOSB participating in the VOSB Utilization Plan. Attach this form to the VOSB Utilization Plan form, VOSB Form 2025. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on company letterhead.

Table with 7 columns: PAY ITEM NO., DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL CONTRACT AMOUNT (\$), CHECK IF SUPPLIER, TOTAL VOSB CREDIT AMOUNT (\$). Row 1 contains 'SEE ATTACHED'. Totals for this VOSB firm: 0.00 and \$338,941.72.

\*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 #JS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment 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 VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and

Signature and Title section for Roland Schneider (Title: and Schneider, Auth. Agent & VP, Date: 3/22/2019) and Miguel Sakijeral (Title: President, Date: 03/21/19).

Contact: Roland Schneider
Firm Name: F.H. Paschen, S.N. Nielsen & Associates LLC
E-mail: rschneider@fhpaschen.com
Phone: 773-444-3474
Address: 5515 N. East River Road, Chicago, IL 60656

Contact: Miguel Sakijeral
Phone: 773-521-9900
Firm Name: Industrial Fence Inc.
Address: 1300 S. Kilbourn Avenue, Chicago, IL 60101

**Business & Contact Information**

<b>BUSINESS NAME</b>	<b>Industrial Fence, Inc.</b>	
<b>OWNER</b>	<b>Mr. Miguel A. Saltijeral</b>	
<b>ADDRESS</b>	<b>1300 S. Kilbourn Ave Chicago, IL 60623</b>	<a href="#">Map This Address</a>
<b>PHONE</b>	<b>773-521-9900</b>	
<b>FAX</b>	<b>773-521-9904</b>	
<b>EMAIL</b>	<a href="mailto:msaltijeral@industrialfenceinc.com">msaltijeral@industrialfenceinc.com</a>	
<b>WEBSITE</b>	<a href="http://www.industrialfenceinc.com">http://www.industrialfenceinc.com</a>	
<b>ETHNICITY</b>	<b>Hispanic</b>	
<b>GENDER</b>	<b>Male</b>	
<b>COUNTY</b>	<b>Cook (IL)</b>	

**Certification Information**

<b>CERTIFYING AGENCY</b>	<b>State of Illinois Central Management Services</b>
<b>CERTIFICATION TYPE</b>	<b>VOSB - Veteran Owned Small Business</b>
<b>RENEWAL DATE</b>	<b>7/22/2019</b>
<b>EXPIRATION DATE</b>	<b>7/22/2019</b>
<b>CERTIFIED BUSINESS DESCRIPTION</b>	<b>Fencing, Concrete or Rock, Bumper and Guard Rails, Poly, (See Class 570 for Metal Type), Fence Installation, Maintenance and Repair</b>

**Commodity Codes**

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

**Additional Information**

REGION

Metro Chicago



# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

GC: General Contractor

IFI Bid Proposal

Contact: Estimating

Estimate Date: 03/22/2019

Phone:

Work Order No: E19102

Email:

Project Name: ISTHA RR-19-4451

Description	Unit	Quantity	Unit Price	Total Price
<b>30 Guardrail</b>				
63200310 Guardrail Removal	LF	2,003.00	6.01	12,038.03
J1630002 SPBGR Ty A 6' Post	LF	1,431.00	28.33	40,540.23
J1630004 SPBGR Ty A 9' Post	LF	538.00	32.16	17,302.08
J1631110 Traffic Barrier Terminal Ty 1A Spl	EA	1.00	3,711.53	3,711.53
J1631112 TBT Ty 1A Spl	EA	4.00	3,711.54	14,846.16
J1631120 Traffic Barrier Terminal Ty 2	EA	5.00	1,223.14	6,115.70
J1631130 Traffic Barrier Terminal Ty 6	EA	3.00	3,513.94	10,541.82
J1631135 Traffic Barrier Terminal Ty 6B	EA	1.00	3,776.89	3,776.89
J1631140 Traffic Barrier Terminal Ty 10	EA	3.00	516.12	1,548.36
J163310 R&R TBT Ty 1 Spl	EA	1.00	1,879.03	1,879.03
J1633114 - REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EA	1.00	1,879.03	1,879.03
J1633135- REMOVE AND REERECT TRAFFIC BARRIER TERMINAL, TYPE T6B	EA	1.00	1,879.03	1,879.03
J1635010 Roadway Delineators	EA	47.00	50.88	2,391.36
J1725000 TERMINAL MARKER -DA	EA	5.00	47.84	239.20
J1782014 Guardrail Marker Ty B	EA	90.00	9.57	861.30
JT990154 Remove & Reinstall Energy Attenuator	EA	1.00	3,606.05	3,606.05
JS120710 Energy Attenuator	EA	6.00	34,762.31	208,573.86
JS120720 Energy Atten Removal	EA	6.00	1,202.01	7,212.06
				<b>\$338,941.72</b>
<b>Totals</b>				<b>\$338,941.72</b>

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:

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

**GC:** General Contractor

**Contact:** Estimating

**Phone:**

**Email:**

IFI Bid Proposal

**Estimate Date:** 03/22/2019

**Work Order No:** EI9102

**Project Name:** ISTHA RR-19-4451

- 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 remove
- Grading
- Traffic Control
- Excessive Mobilization
- No Bituminous Shoulder Coring of Fill (art. 830.06) FOR GUARDRAIL INSTALLATION™ (Core Drilling PER HOLE \$40.00 extra)
- No express or implied design build included to proposal.
- WBE / EEO Requirements
- Additional Required Insurance Coverages
- Concrete removal or rock/hard ground drilling/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 T&T 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 706.06 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
- Guardrail Leave Outs
- Lane closures

**IFI chooses to participate in the Option for Steel Cost Adjustment**



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Michael M. Hoffman, Acting Director

May 7, 2018

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

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)  
Certification Term Expires: July 22, 2019

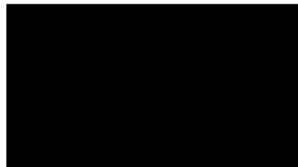
Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Veteran Owned Small Business (VOSB) goal in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

**NIGP 33010: FENCING, CONCRETE OR ROCK**  
**NIGP 66523: BUMPER AND GUARD RAILS, POLY, (SEE CLASS 670 FOR METAL TYPE)**  
**NIGP 98816: FENCE INSTALLATION, MAINTENANCE AND REPAIR**

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.



Carlos Gutierrez  
Certification Manager  
Veteran Business Program



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

June 13, 2017

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

Re: Annual Certification Expires: June 13, 2018

Dear Mr. Saltjeral:

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.

TONI PRECKWINKLE

PRESIDENT

Cook County Board  
of Commissioners

RICHARD R. BOYDIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
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16th District

SEAN M. MORRISON  
17th District

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

June 13, 2017

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Cook County Government may commence action to remove your firm as an MBE/WBE 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,



Jacquiline Gomez  
Contract Compliance Director

JG/ter



Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT #

VOSB FIRM NAME:

CIRCLE ALL THAT APPLY: VOSB  SDVOSB

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@getpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on VOSB firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
<b>TOTALS FOR THIS VOSB FIRM:</b>						

\*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #JS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

**2. COMMITMENT:** The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment 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 VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.**

Signature for Prime Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

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

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

Signature for VOSB Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

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

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



## VOSB FORM 2023

### Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

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

#### Good Faith Efforts Checklist

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

\_\_\_\_\_ Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

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

\_\_\_\_\_ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid.

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

\_\_\_\_\_ Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in Vendor's efforts to meet the goal.



VOSB FORM 2023 page 2

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

\_\_\_\_\_ Made efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

\_\_\_\_\_ Utilized resources available to identify available VOSBs/SDVOSBs, including but not limited to VOSB/SDVOSB assistance groups; local, state and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of VOSBs/SDVOSBs.

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

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

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

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





# VOSB FORM 2023

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

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

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

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

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached

**Affidavit of Truthfulness:** Signature below affirms accuracy of Good Faith Efforts and 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:

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

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

### 2. DEFINITIONS

**ACTIVE BID CREDIT CERTIFICATE REGISTER:** Listing of all active BID CREDIT CERTIFICATEs for all BID CREDIT programs indicating certificate number, value, owner and issue date.

**ACTIVE BID CREDITS:** BID CREDITs available for submission and utilization on a construction bid.

**AWARD CRITERIA:** Contractor's BASE BID minus BID CREDIT submitted subject to the BID CREDIT CAP identified for each solicitation.

**BASE BID:** The bid amount prior to applying BID CREDITS SUBMITTED.

**BID CREDIT:** Virtual dollar credits earned through a TOLLWAY BID CREDIT Program.

**BID CREDIT ALLOCATION:** When BID CREDITS SUBMITTED by a prime contractor and subcontractor/fabricator are applied proportionally to the total of all the BID CREDITS originally submitted with the bid.

**BID CREDIT CAP:** A contract-specific limit as determined by an approved TOLLWAY formula on the amount of ACTIVE BID CREDITs that can be applied as BID CREDITS. Any BID CREDITS SUBMITTED above and beyond the BID CREDIT CAP will not be considered.

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

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

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

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

**TOLLWAY:** The Illinois State Toll Highway Authority.

### **3. EARNING BID CREDITS**

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

### **4. BIDDING PROCEDURES**

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

4.1 Each bid solicitation will have a contract-specific total BID CREDIT CAP as determined by the approved TOLLWAY formula on the amount of BID CREDIT that can be applied.

4.2 Any credits applied above and beyond the BID CREDIT CAP will not be considered.

4.3 If needed, contractors can check the appropriate ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website to ensure BID CREDIT 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-19-4451  
**CONTRACTOR/CONSULTANT NAME:** F.H. Paschen, S.N. Nielsen & Associates LLC

**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-19-4451

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	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
Bid Guaranty	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
DBE 2026	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
EEO Program	Allison Maloney	773-444-3474	amaloney@fhpaschen.com
VOSB 2026	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
Financial Disclosures Forms A or Forms B	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
IDOT Certificate of Eligibility	Roland Schneider	773-444-3474	rscneider@fhpaschen.com
Non-Collusion Affidavit - Page R-4	Roland Schneider	773-444-3474	rscneider@fhpaschen.com



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**

F.H. Paschen, S.N. Nielsen & Associates LLC

\_\_\_\_\_ 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>
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Agreed: F.H. Paschen, S.N. Nielsen	Agreed:
By: Roland Schneider	By:
Signed: _____	Signed:
Position: Authorized Agent & VP	Position:
Date: March 22, 2019	Date:



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

**Date:** March 22, 2019 **Project Number:** RR-19-4451

**Project Name:** I-88 Pavement and Structural Preservation and Rehabilitation

**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:** F.H. Paschen, S.N. Nielsen & Associates LLC

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

**E-Mail:** rschneider@fhpaschen.com

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

**NOTE for Construction Contracts:** List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

<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>
See Attached				

**Signature:** [REDACTED]

**Date:** March 22, 2019

**Printed Name:** Roland Schneider, Authorized Agent & VP

DBE / VOSB Subcontractors

Date 03/22/2019  
10:30 AM

RR-19-4451  
I-88 Route 56 to Rte 59

Supply = 60%

2025's Received	Subcontractor Name	Subcontractor Firm Number	Trade	DBE Value of Subcontract	VOSB Value of Subcontract
	Laredo ✓		Landscape	\$253,829.53	
	Archon ✓		Sewer	\$306,250.00	
	Marking Specialists ✓		Pavement Marking	\$125,513.05	
	AMS Elite Solutions ✓		Trucking (Aggregate)	\$27,097.92	
	Industrial Fence ✓		Fence & Guardrail		\$338,941.72
	EVC ✓		Lead Abatement	\$516,845.50	
	Terrazas LLC ✓		Concrete Restoration	\$141,719.00	
	Metropolitan ✓		Steel Erection	\$26,005.00	
	American Veteran				
	Kalgen ✓		Quality Control	\$87,122.00	
	Camera Concrete Construction ✓		Curb & Gutter	\$43,660.00	
	D2K Traffic Safety ✓		Traffic Control	\$457,277.78	
	<b>Total Goal Achieved</b>			<b>\$1,985,319.78</b>	<b>\$338,941.72</b>
	<b>Total Goal Needed</b>			<b>\$1,940,386.24</b>	<b>\$194,038.62</b>
	<b>Exceed the Goal by</b>			<b>(\$44,933.54)</b>	<b>(\$144,903.10)</b>
				<b>Goal Exceeded</b>	<b>Goal Exceeded</b>



RR-19-4451

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE

## LLC FILE DETAIL REPORT

File Number	00901482		
Entity Name	F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC		
Status	ACTIVE	On	03/07/2019
Entity Type	LLC	Type of LLC	Domestic
File Date	04/21/2003	Jurisdiction	IL
Agent Name	EDWARD J BURKE	Agent Change Date	04/21/2003
Agent Street Address	70 W MADISON ST #4300	Principal Office	5515 N. EAST RIVER RD CHICAGO, IL 60656
Agent City	CHICAGO	Managers	<a href="#">View</a>
Agent Zip	60602	Duration	12/31/2075
Annual Report Filing Date	03/07/2019	For Year	2019
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[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](http://www.cyberdriveillinois.com)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:04 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:04 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

14:07 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:08 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

14:04 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:07 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:09 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:04 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:07 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:07 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:07 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:07 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:10 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:07 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:10 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:07 04/03/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:08 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 04/03/19 AT 14:15 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

Contract # RR-19-4451

Today's Date 3/22/2019

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

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

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

F.H. Paschen, S.N. Nielsen & Associates LLC  
Contractor

Roland Schneider, Authorized Agent & VP

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

---

I certify that:

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

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

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

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

Name: Click here to enter text.

Business Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

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

Signature of Authorized Representative [REDACTED]

Roland Schneider, Auth. Agent

Date: March 22, 2019

File Number

0090148-2



**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*

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 21, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



**In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of FEBRUARY A.D. 2019 .**

*Jesse White*

SECRETARY OF STATE



# Certificate of Registration



**Registration No. 11281**

**FH Paschen SN Nielsen & Asscts LLC**

5515 N. East River Road

Chicago IL 60656

Information for this business last updated on:

Wednesday, March 13, 2019

Certificate produced on Wednesday, March 13, 2019 at 10:16 AM



## STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

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

Procurement/Contract #: RR-19-4451

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 #: 20067348 IPG Expiration Date: November 7, 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
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

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

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

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

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**5. Signature**

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

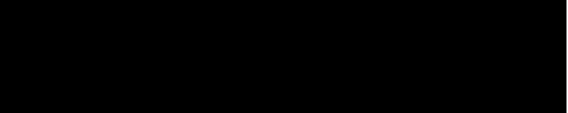
Vendor Name: F.H. Paschen, S.N. Nielsen & Associates LLC  
 Street Address: 5515 N. East River Rd., Chicago, IL 60656  
 City, State, Zip: Chicago, Illinois 60656

Phone: 773-444-3474

Email: rschneider@fhpaschen.com

Vendor Contact: Roland Schneider, Authorized Agent

Signature



Date: March 22, 2019

Printed Name: Roland Schneider

Title: Authorized Agent

F.H. Paschen, S.N. Nielsen & Associates LLC

Current Contracts With Other Units of State of Illinois Government

Agency	Project Title	Status	Contract Amount	Contract Reference
Illinois State Toll Highway Authority 1 Authority Drive Downers Grove, IL 60515 330-241-6800	Pavement and Structural Preservation Veterans Memorial Tollway I-355 MP 0.00 to MP 12.3	In Progress	\$4,298,381	RR-17-4340
Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764	Bridge Substructure Repairs to SN 016- 0669 on I-90/94 at Addison, Chicago, IL	In Progress	\$589,497	Item 007 Letting January 19, 2018 / Contract
Illinois State Toll Highway Authority Authority Drive Downers Grove, IL 60515 330-241-6800	Pavement & Structural Preservation & Rehabilitation Reagan Memorial Tollway I-88 MP 126.9 to MP 139.1	In Progress	\$10,528,461.72	Contract RR-17-4313
Illinois State Toll Highway Authority Authority Drive Downers Grove, IL 60515 330-241-6800	Pavement & Structural Preservation & Rehabilitation Reagan Memorial Tollway I-88 MP 126.9 to MP 139.1	In Progress	\$13,804,364	Contract RR-17-4314
Illinois State Toll Highway Authority Authority Drive Downers Grove, IL 60515 330-241-6800	O'Hare Oasis Bridge Demolition and Grading I-294 MP 37.8 to MP 37.9	In Progress	\$4,668,269	Contract I-18-4390
Illinois State Toll Highway Authority Authority Drive Downers Grove, IL 60515 330-241-6800	I-490 at I-90 Interchange Eastbound and Westbound I-90 Ramp Construction MP 73.2 to MP 74.5	Pending	\$19,486,607	Contract I-18-4699

## Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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F.H. Paschen, S.N. Nielsen &amp; Associates LLC

System Vendor Number: 20067348

 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	10/24/2018
STATUS	Accepted
REVIEWER	<a href="#">Caleb Adams</a>
DATE REVIEWED	11/7/2018
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	11/7/2019
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	F.H. Paschen, S.N. Nielsen & Associates LLC
CONTACT FOR THIS SUBMISSION	<a href="#">Kathleen Pattison</a> ( <a href="#">change contact</a> )
PRIMARY CONTACT EMAIL	<a href="mailto:kpattison@fhpaschen.com">kpattison@fhpaschen.com</a>
PHONE	773-444-3474
FAX	773-693-0064
COMPANY EMAIL	<a href="mailto:kpattison@fhpaschen.com">kpattison@fhpaschen.com</a>
TAX ID NUMBER	<span style="background-color: black; color: black;">XXXXXXXXXX</span>
COMPANY TYPE	LLC
ADDRESS	5515 N. East River Road Chicago, IL 60656 <a href="#">(edit address)</a>

## Vendor Registration: View Form

Help & Tools 

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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F.H. Paschen, S.N. Nielsen &amp; Associates LLC

System Vendor Number: 20067348

Return to Main Form

## Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	10/24/2018
STATUS	Accepted
BUSINESS NAME	F.H. Paschen, S.N. Nielsen & Associates LLC
POINT OF CONTACT	<u>Kathleen Pattison</u>
FLAG FORM	<u>Add Flag</u>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor only. All Forms A-I must be completed.	100
2. NAME OF CEO/BUSINESS OWNER	James V. Blair	100
3. ANNUAL SALES/GROSS RECEIPTS	536,032,900	100
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	04/21/2003	100
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	100
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Kathleen Pattison	100
CONTACT PERSON TITLE	Asst. Secretary	
CONTACT PERSON PHONE	773-444-3474	
CONTACT PERSON EMAIL	kpattison@fhpaschen.com	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	100
-----------------------------------------------------------------	--------------------------------	-----

### Vendor Registration: View Form

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F.H. Paschen, S.N. Nielsen & Associates LLC

System Vendor Number: 20067348

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Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	10/24/2018
STATUS	Accepted
BUSINESS NAME	F.H. Paschen, S.N. Nielsen & Associates LLC
POINT OF CONTACT	<a href="#">Kathleen Pattison</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 <span style="float: right;">P</span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;"><a href="#">Attach File</a></div> <p style="font-size: small; margin: 0;"><u>Refresh List</u> after attaching file(s).</p>

[Customer Support](#)

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F.H. Paschen, S.N. Nielsen & Associates LLC

System Vendor Number: 20067348

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 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	10/24/2018
STATUS	Accepted
BUSINESS NAME	F.H. Paschen, S.N. Nielsen & Associates LLC
POINT OF CONTACT	<u>Kathleen Pattison</u>
FLAG FORM	<a href="#">Add Flag</a>

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	588 <span style="float: right;">10</span>
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. <span style="float: right;">10</span> 119518-00

E. Authorized to do Business in Illinois	
1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State <span style="float: right;">10</span>

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; display: inline-block; padding: 5px; margin: 5px;">Attach File</div> <small>Refresh List after attaching file(s).</small>



**Vendor Registration: View Form**



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- Contacts & Owners
- Comments
- Certifications
- Site Visits
- Registrations
- Reports

F.H. Paschen, S.N. Nielsen & Associates LLC

System Vendor Number: 20067348

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Vendor Registration	
<b>FORM NAME</b>	F - G. Certifications & Board of Elections
<b>DESCRIPTION</b>	Complete section F - G, in order to submit the form.
<b>DATE SUBMITTED</b>	10/24/2018
<b>STATUS</b>	Accepted
<b>BUSINESS NAME</b>	F.H. Paschen, S N. Nielsen & Associates LLC
<b>POINT OF CONTACT</b>	<a href="#">Kathleen Pattison</a>
<b>FLAG FORM</b>	<a href="#">Add Flag</a>

**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. 70

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 70

Yes

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 70

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 70

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 70

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 70

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 YU

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 YU

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 YU

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 YU

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 YU

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 YU

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 YU

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 YU

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 YU

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 YU

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 YU

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 YU

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 500/20-180 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)?

70

Yes, I certify my business is registered with BOE.

11281

### Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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- Site Visits
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F.H. Paschen, S.N. Nielsen & Associates LLC

System Vendor Number: 20067348

[Return to Main Form](#)

Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H. in order to submit this form.
DATE SUBMITTED	10/24/2018
STATUS	Accepted
BUSINESS NAME	F.H. Paschen, S.N. Nielsen & Associates LLC
POINT OF CONTACT	<a href="#">Kathleen Patterson</a>
FLAG FORM	<a href="#">Add Flag</a>

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? <span style="float: right;">10</span></p> <p style="margin-left: 20px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) <span style="margin-left: 100px;"><a href="#">Attach File</a></span></p> <p style="text-align: center; margin-top: 5px;"><a href="#">Refresh List after attaching file(s).</a></p>

## Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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F.H. Paschen, S.N. Nielsen &amp; Associates LLC

System Vendor Number: 20067348

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	10/24/2018
STATUS	Accepted
BUSINESS NAME	F.H. Paschen, S.N. Nielsen & Associates LLC
POINT OF CONTACT	<a href="#">Kathleen Pattison</a>
FLAG FORM	<a href="#">Add Flag</a>

## I. Financial Disclosures &amp; 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

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

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. <a href="#">IPG Percentage of Ownership and Distributive Income Form.docx</a> (DOCX)	Attached by Kathleen Pattison on 10/3/2018
<a href="#">Investor Membership Interests</a> (DOCX, 15.42 KB)	

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 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? PU

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? PU

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? PU

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? PU

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? PU

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? PU

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? PU

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. PU

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. PU

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. PU

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. PU

No



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

No

### Additional Information

STAFF ATTACHED FILE(S)

Attach File

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**ILLINOIS PROCUREMENT GATEWAY  
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: F.H. Paschen, S.N. Nielsen & Associates LC

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
FHP TR Trust No. 1	5515 N. East River Road Chicago, IL 60656	66%	<a href="#">Click here to enter text.</a>	31%	<a href="#">Click here to enter text.</a>
James V. Blair	5515 N. East River Road Chicago, IL 60656	17%	<a href="#">Click here to enter text.</a>	15%	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>



**Illinois Department  
of Transportation**

# Certificate of Eligibility

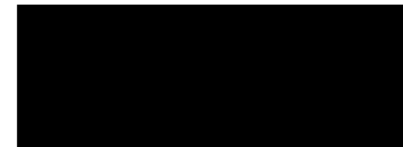
F.H. Paschen, S.N. Nielsen & Associates LLC  
5515 N. East River Road CHICAGO, IL 60656

Contractor No 4657

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 SUPER UNLIMITED

001	EARTHWORK	\$18,775,000
002	PCC PAVING	\$33,100,000
012	DRAINAGE	\$2,900,000
017	CONCRETE CONSTRUCTION	Unlimited
034	DEMOLITION	\$11,775,000
09C	HWY., R.R. & WATERWAY STR.	Unlimited

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/14/2018 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 5/14/2018.



Engineer of Construction

## **PART III: CONTRACT REQUIREMENTS**

**Contract Bond Agreement**

**Performance Bond**

**Payment Bond**

**Insurance**

# AGREEMENT

CONTRACT NO: RR-19-4451

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 25th, April 2019 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and F.H. Paschen, S.N. Nielsen & Assoc., LLC,

- \* 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 Chicago, 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-19-4451

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of \_\_\_\_\_, \_\_\_\_\_, 2019 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and \_\_\_\_\_

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

(\* DELETE ALL LINES THAT DO NOT APPLY)

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

## WITNESSETH:

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

## DESCRIPTION AND SCOPE OF WORK

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

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1. This executed Agreement and any supplement thereto.
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5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Supplemental Specifications and Recurring Special Provisions
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9. The Bid.
10. The Instructions and Information to Bidders.
11. The Advertisement for Sealed Bids.

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

**CONTRACT NO: RR-19-4451**

**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 October 25, 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 October 25, 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-19-4451**

**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-19-4451**

**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-19-4451  
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 **F.H. Paschen, S.N. Nielsen & Assoc., LLC** at:

5515 N. East River Road

Chicago, IL 60656

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

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

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

Agreed By: \_\_\_\_\_  
President \_\_\_\_\_ Date March 26, 2019  
Roland Schneider, Authorized Agent & VP  
Printed Name as Signed Above

ATTEST: \_\_\_\_\_ (Seal)  
Secretary \_\_\_\_\_  
Kathleen Pattison, Asst. Secretary  
Printed Name as Signed Above

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

APPROVED: \_\_\_\_\_  
Will Evans, Chairman/Kevin Artl, Acting Executive Director \_\_\_\_\_ Date 5/16/19

APPROVED: \_\_\_\_\_  
Michael Colsch, Chief Financial Officer \_\_\_\_\_ Date 5/14/19

APPROVED: \_\_\_\_\_  
\_\_\_\_\_ General Counsel \_\_\_\_\_ Date 5/9/19

Approved as to Form and Constitutionality  
Attorney General, State of Illinois \_\_\_\_\_ Date 5/8/19



CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on September 17, 2018.

RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which F. H. Paschen, S.N. Nielsen & Associates LLC is engaged or will become engaged as a Contractor or Manager; The Agents are As Follows:

James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
W. Mark Barkowski	Agent
Charles Freiheit	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
Leo J. Wright	Agent

Resolved further, that the following are authorized to sign on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

Riley C. Barron	Agent	William Rocha	Agent
Tedd Bloom	Agent	Ronald Rydosz	Agent
Perry Scott Bowden	Agent	Jeremy Seyller	Agent
Jeanette Charon	Agent	James Simon	Agent
Michael Clementi	Agent	Wayne Thompson	Agent
Anthony Izzi	Agent	Tony Trost	Agent
Matthew Moss	Agent	Michael Kusbel	Agent
Francis Mullaghy	Agent		

Resolved further, James J. Habschmidt, Secretary and each Assistant Secretary of of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC is authorized to certify the foregoing resolution to any third party to further business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

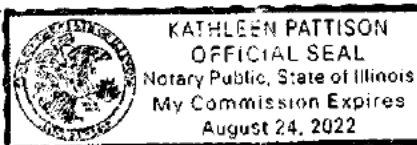
IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC, this 20<sup>th</sup> day of March, 2019.

[Redacted Signature]  
James Habschmidt  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 20th day of March, 2019.

[Redacted Signature]  
Notary Public





Illinois State Toll Highway Authority  
State Exemption Number

The undersigned certifies that they are purchasing goods for use by, or to be included in projects of the Illinois State Toll Highway Authority. The Illinois State Toll Highway Authority is exempt from sales and use taxes in the state of Illinois for the following reason:

X  Government Entity

The tax exemption number issued 1/1/15 by the Illinois Department of Revenue is:

**Tax Exempt #**

[REDACTED]

Business Name  F.H. Paschen, S.N. Nielsen & Associates, LLC

Address  5515 N. East River Road

City  Chicago  State  IL  Zip  60656

Contract Number  RR-19-4451

Estimated Contract Start Date  05/24/19

Estimated Contract End Date  10/25/19

Other: \_\_\_\_\_  
\_\_\_\_\_

*This form is intended for use by the prime contractor on the above referenced contract number.  
The prime contractor may provide a copy of this form to associated subcontractors and suppliers.*

Note: Keep copy with vendor file

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-19-4451**

**PERFORMANCE BOND**

**Bond No. 30066416/285059465/9299034**

**KNOW ALL PERSONS BY THESE PRESENTS, That we, F.H., Paschen, S.N. Nielsen & Associates LLC,**

*(Name of Principal)*

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of \_\_\_\_\_,
- an individual doing business as \_\_\_\_\_,
- a joint venture consisting of \_\_\_\_\_

*("X" ONE AND COMPLETE REMAINING INFORMATION)*

as Principal, and Continental Casualty Company, Liberty Mutual Insurance Company and Fidelity and Deposit Company of Maryland

*(Name of Surety)*

a corporation organized and existing under the laws of the State of Illinois, Massachusetts and Illinois respectively 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 Eight Million One Hundred Ninety Thousand Five Hundred Forty-Four Dollars and Ninety-Five Cents (\$8,190,544.95), 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

Pavement and Structural Preservation and Rehabilitation, Reagan Memorial Tollway (I-88)

*(Insert Contract Number and Description)*

Contract RR-19-4451

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 26<sup>th</sup> day of March, 2019.


Continental Casualty Company,  
Liberty Mutual Insurance Company and  
Surety Fidelity and Deposit Company of Maryland Principal F.H. Paschen, S.N. Nielsen  
& Associates LLC

Address 151 N. Franklin Street

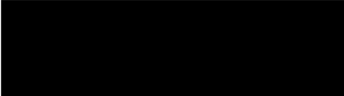
Address 5515 N. East River Road

Chicago, Illinois 60606

By   
(Seal) Attorney in Fact  
Adrienne C. Stevenson

B   
(Signature) (Seal)  
Roland Schneider, Authorized Agent & VP  
(Name & Title)

Agent for  
Surety Marsh USA, Inc.

Atte   
Corporate Secretary  
Kathleen Pattison, Asst. Secretary

Address 540 W. Madison Street, 12<sup>th</sup> Floor  
Chicago, Illinois 60661

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**(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**

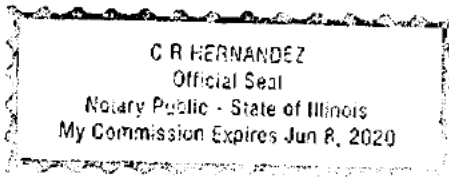
I, C.R. Hernandez, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	An Illinois Corporation
Liberty Mutual Insurance Company	A Massachusetts Corporation

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,  
this 26<sup>th</sup> day of March A.D. 2019

  
\_\_\_\_\_  
Notary





**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

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

Adrienne C. Stevenson, Individually

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

- In Unlimited Amounts -

Surety Bond Number: 30066416  
Principal: F.H. Paschen, S.N. Nielsen & Associates LLC  
Obligee: Illinois Tollway

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania  
[Redacted Signature]  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

[Redacted Signature]  
S. Eich Notary Public

**CERTIFICATE**

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26th day of March, 2019.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania  
[Redacted Signature]  
D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective "

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



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.

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

Certificate No: 8200497-972216

**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, John K. Johnson, Adrienne C. Stevenson, Trisny Garcia, C. R. Hernandez, Daniel Machado

all of the city of Chicago state of Illinois 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 11th day of February, 2019.



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

By:   
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 11th day of February, 2019 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:   
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 26th day of March, 2019.



By:   
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.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Adrienne C. Stevenson of Chicago, Illinois, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of February, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

[Redacted signature area]

By: *Robert D. Murray*  
Vice President

[Redacted signature area]

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 11th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

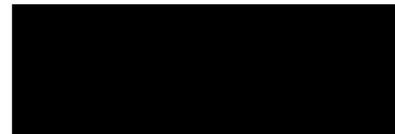
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of March, 2019.



By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-19-4451**

**PAYMENT BOND**

**Bond No. 30066416/285059465/9299034**

**KNOW ALL PERSONS BY THESE PRESENTS, That we, F.H. Paschen, S.N. Nielsen & Associates LLC,**

*(Name of Principal)*

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of \_\_\_\_\_,
- an individual doing business as \_\_\_\_\_,
- a joint venture consisting of \_\_\_\_\_,

*("X" ONE AND COMPLETE REMAINING INFORMATION)*

as Principal, and Continental Casualty Company, Liberty Mutual Insurance Company and Fidelity and Deposit Company of Maryland

*(Name of Surety)*

a corporation organized and existing under the laws of the State of Illinois, Massachusetts and Illinois respectively 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 Eight Million One Hundred Ninety Thousand Five Hundred Forty-Four Dollars and Ninety-Five Cents (\$8,190,544.95), 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

Pavement and Structural Preservation and Rehabilitation, Reagan Memorial Tollway (I-88)

*(Insert Contract Number and Description)*

Contract RR-19-4451

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 26<sup>th</sup> day of March, 2019.

Continental Casualty Company,  
Liberty Mutual Insurance Company and  
Surety Fidelity and Deposit Company of Maryland Principal F.H. Paschen, S.N. Nielsen & Associates LLC

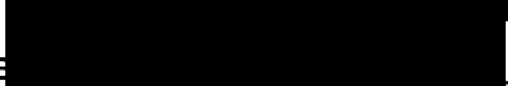
Address 151 N. Franklin Street

Address 5515 N. East River Road

Chicago, Illinois 60606

Chicago, Illinois 60650

By 


By 

(Seal) Attorney in Fact  
Adrienne C. Stevenson

(Signature) (Seal)  
Roland Schneider, Authorized Agent & VP

(Name & Title)

Agent for  
Surety Marsh USA, Inc.

Attest 

Address 540 W. Madison Street, 12<sup>th</sup> Floor

Corporate Secretary  
Kathleen Pattison, Asst. Secretary

Chicago, Illinois 60661

**(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)**

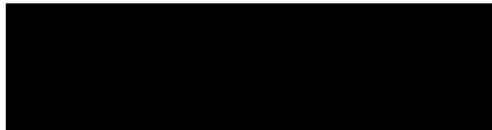
STATE OF ILLINOIS  
COUNTY OF COOK

I, C.R. Hernandez, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

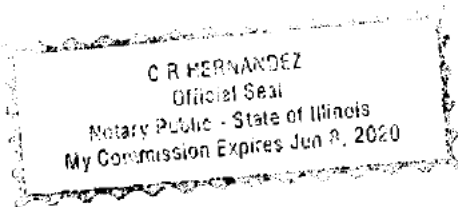
Continental Casualty Company	An Illinois Corporation
Fidelity and Deposit Company of Maryland	An Illinois Corporation
Liberty Mutual Insurance Company	A Massachusetts Corporation

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,  
this 26<sup>th</sup> day of March A.D. 2019



Notary Public





**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

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

Adrienne C. Stevenson , Individually

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

**- In Unlimited Amounts -**

Surety Bond Number: 30066416  
Principal: F.H. Paschen, S.N. Nielsen & Associates LLC  
Obligee: Illinois Tollway

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.



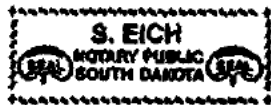
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania



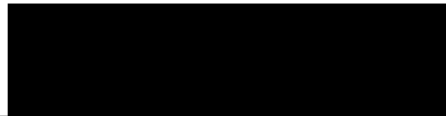
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021



S. Eich Notary Public

**CERTIFICATE**

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26th day of March , 2019 .



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



D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective "

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



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.

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

Certificate No. 8200497-972216

**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, John K. Johnson, Adrienne C. Stevenson, Trinity Garcia, C. R. Hernandez, Daniel Machado

all of the city of Chicago state of Illinois 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 11th day of February, 2019.



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

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

State of PENNSYLVANIA  
County of MONTGOMERY <sup>56</sup>

On this 11th day of February, 2019 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 26th day of March, 2019.



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.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Adrienne C. Stevenson of Chicago, Illinois, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of February, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

[Redacted signature area]

*By: Robert D. Murray  
Vice President*

[Redacted signature area]

*By: Dawn E. Brown  
Secretary*

**State of Maryland  
County of Baltimore**

On this 11th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



[Redacted signature area]

**Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019**

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of March, 2019.



By: **Brian M. Hodges**  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsclaims@zurichna.com](http://www.reportsclaims@zurichna.com)  
800-626-4577





**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Bilski 5515 N. East River Road Chicago, IL 60656	
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**

**Umbrella Liability**

Insurer: XL Specialty Insurance Company  
 Policy Number: US00078565LI18A  
 Policy Period: 10/01/2018 - 10/01/2019  
 Each Occurrence: \$25,000,000  
 Aggregate: \$25,000,000  
 SIR: \$10,000

**First Layer Excess Liability**

Insurer: Endurance American Insurance Company  
 Policy Number: EXC10004227005  
 Policy Period: 10/01/2018 - 10/01/2019  
 Each Occurrence: \$25,000,000  
 Aggregate: \$25,000,000

The Illinois State Toll Highway Authority together with its officials, directors and employees; The Consulting Engineer, the Program Management Office (PMO), Project Manager, General Engineering Consultant(GEC) Design Section Engineer, Design Corridor Manager, Construction Manager and all subconsultants, and Corridor Construction Manager; and The Illinois Department of Transportation, and their officers, agents and employees; KDOT, DuDOT, Village of North Aurora, Village of Sugar Grove, City of Aurora BNSF Railway, Lochmueller Group Inc.; and all subconsultants are included as additional insured on general liability, auto liability, and pollution liability where required by written contract.

**ENDORSEMENT**

Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 5833474-06  
Renewal of Number  
BAP 5833474-05

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:  
COMMERCIAL AUTO COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:

1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:

A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR

B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;

2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;

3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND

4. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.

B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.

C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

1. EXTEND THE COVERAGE PART CANCELLATION DATE;

2. NEGATE THE CANCELLATION; OR

3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



**Policy Number**

GLO 5833476-06

**ENDORSEMENT**

**ZURICH AMERICAN INSURANCE COMPANY**

**Named Insured** F.H. PASCHEN S.N. NIELSEN &

**Effective Date:** 10/01/2018

12:01 A.M., Standard Time

**Agent Name** MARSH USA INC.

**Agent No.** 30060-000

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:

1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:

A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR

B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;

2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;

3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND

4. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.

B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.

C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

1. EXTEND THE COVERAGE PART CANCELLATION DATE;

2. NEGATE THE CANCELLATION; OR

3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Insurance for this coverage part provided by:  
AMERICAN ZURICH INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured  
F.H. PASCHEN, S.N. NIELSEN &

Policy Number  
WC 5833475-06

**NOTIFICATION TO OTHERS OF CANCELLATION E**

THIS ENDORSEMENT IS USED TO ADD THE FOLLOWING TO PART SIX OF THE POLICY.

**PART SIX - CONDITIONS**

**F. NOTIFICATION TO OTHERS OF CANCELLATION**

1. IF WE CANCEL THIS POLICY BY WRITTEN NOTICE TO YOU FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY YOU.

**SUCH SCHEDULE:**

A. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS; AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;

B. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT THIS POLICY HAS BEEN CANCELLED;

C. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND

D. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY YOU DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS B.

C. AND D. ABOVE.

2. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO YOU. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO YOU.

3. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

4. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

A. EXTEND THE POLICY CANCELLATION DATE;

B. NEGATE THE CANCELLATION; OR

C. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

5. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Insurance for this coverage part provided by:  
MICHIGAN AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured  
F.H. PASCHEN, S.N. NIELSEN &

Policy Number  
WC 5833477-06

**BLANKET NOTIFICATION TO OTHERS OF CANCEL**

THIS ENDORSEMENT IS USED TO ADD THE FOLLOWING TO PART SIX OF THE POLICY.

**PART SIX - CONDITIONS**

**F. NOTIFICATION TO OTHERS OF CANCELLATION**

1. IF WE CANCEL THIS POLICY BY WRITTEN NOTICE TO YOU FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY YOU.

SUCH SCHEDULE:

A. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:

AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; OR AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;

B. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT THIS POLICY HAS BEEN CANCELLED;

C. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND

D. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY YOU DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS B, C, AND D. ABOVE.

2. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO YOU. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH 1. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO YOU.

3. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

4. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

A. EXTEND THE POLICY CANCELLATION DATE;

B. NEGATE THE CANCELLATION; OR

C. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.

5. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS 1. AND 2. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION OTHER THAN AN ENGINEER, ARCHITECT OR SURVEYOR TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>	<p>ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION OTHER THAN AN ENGINEER, ARCHITECT OR SURVEYOR TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>	<p>ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**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:**  
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

ORGANIZATION:

IDOT, KDOT, DuDOT, VILLAGE OF NORTH AURORA, VILLAGE OF SUGAR GROVE, THE CITY OF AURORA, AND THIER AGENTS AND EMPLOYEES.

PROJECT:

CONTRACT RR-19-4451 PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION REGEAN MEMORIAL TOLLWAY (I-88)

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

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

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** F.H. Paschen, S.N Nielsen & Associates LLC

**Endorsement Effective Date:** 10/01/2018

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

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 Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GLO 5833476-06	10/01/2018	10/01/2019	10/01/2018	MARSH	\$ N/A	\$ N/A

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

### **1. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

### **2. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### **3. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

### **3. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

### **T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**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

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OF LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.**

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 10/01/2018

Policy No. WC 5833475-06

Endorsement No.

Insured F.H. Paschen, S.N Nielsen

Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

# Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
3LO5833476-06	10/01/2018	10/01/2019	10/01/2018		N/A	N/A

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

**Named Insured:** F.H. Paschen, S.N Nielsen & Associates, LLC

**Address (including ZIP Code):** 5515 N. East River Road  
Chicago, IL 60656

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

**This endorsement changes the policy. Please read it carefully.**

This endorsement modifies insurance provided by the following:

- BOILER AND MACHINERY COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL INLAND MARINE COVERAGE FORM
- COMMERCIAL PROPERTY COVERAGE FORM
- FARM COVERAGE FORM
- GARAGE COVERAGE FORM
- LIQUOR LIABILITY COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- POLLUTION LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- TRUCKERS COVERAGE FORM

**SCHEDULE**

**Number of Days' Notice: 90**

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



## **Modification of Time for Notice of Cancellation or Nonrenewal**

This endorsement modifies the cancellation or nonrenewal provisions of the policy and any other endorsement to the policy stating the number of days notice to be provided by us in the event of cancellation or nonrenewal.

To the extent that the policy or other endorsement requires that we provide notice in the event of cancellation or nonrenewal, written notice will be given the insured no less than 90 days prior to the effective date of the cancellation or nonrenewal.

Nothing in this endorsement modifies the number of days notice to be provided in the event of nonpayment of premium.

Any of these provisions that conflict with a law that controls cancellation of the insurance in this policy is changed by this statement to comply with the law.





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/03/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com		<b>PHONE</b> (A/C, No, Ext):	<b>COMPANY</b> Zurich American Insurance Company	
<b>FAX</b> (A/C, No):	<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>	<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b>				
<b>INSURED</b> F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Gilski 5515 N. East River Road Chicago, IL 60666			<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> MBR 9327011-06
<b>EFFECTIVE DATE</b> 10/01/2018		<b>EXPIRATION DATE</b> 10/01/2019	<input type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

## PROPERTY INFORMATION

**LOCATION/DESCRIPTION**  
 RE Contract RR-19-4451, Pavement and Structural Preservation and Rehabilitation Reagan Memorial Tollway (I-88) Mile Post 113.8 (Illinois Route 56) to Mile Post 123.9 (East of Illinois Route 59)  
 Project duration is 4/25/19 to 10/25/19

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
<b>COVERAGE / PERILS / FORMS</b>					
Builder's Risk Total Policy Limit				8,190,545	
Physical Damage				8,190,545	
Delay in Completion				Not Covered	
Off-Site Storage				5,000,000	
Transit				5,000,000	
Flood, Water Damage, Earthquake, Named Storm				INCLUDED	
Coverage includes \$1,000,000 in limited damage to existing coverage when required by written contract.					
Other deductibles may apply per policy terms and conditions.					

## REMARKS (Including Special Conditions)

Waiver of subrogation is applicable where required by written contract.  
 The Illinois Tollway, the Contractor, and any sub-contractor of any tier to the extent of their insurable interest in the work and pre-existing structure(s) are included as a named insured where required by written contract.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CHI-009251682-02

<b>NAME AND ADDRESS</b>  The Illinois State Toll Highway Authority Attn: Risk Management 2700 Ogden Ave. Downers Grove, IL 60515	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/>	LOSS PAYEE
		MORTGAGEE	<input checked="" type="checkbox"/>	SUBR WVD		
<b>LOAN #</b>						
<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Manashi Mukherjee						



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA INC.		<b>NAMED INSURED</b> F.H. Paschen S.N. Nielsen & Associates, LLC Attn: Nick Bliski 5515 N. East River Road Chicago, IL 60656	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance**

The property policies evidenced above contain various sublimits and are subject to insured's deductibles and specific to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.



Will Hamilton  
Senior Account Executive  
Marsh USA Inc.  
540 West Madison  
Chicago, IL 60661  
+1 312 627 6850  
Willie.Hamilton@Marsh.com  
www.marsh.com

April 3, 2019

Paula J. Blonski  
Insurance Risk Manager  
The Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL 60515

**Subject:** Contract RR-19-4451 - Pavement and Structural Preservation and Rehabilitation  
Reagan Memorial Tollway (I-88) Mile Post 113.6 (Illinois Route 56) to Mile Post 123.9 (East of  
Illinois Route 59)

Dear Ms. Blonski;

This letter certifies that all provisions of the accepted certificates of Insurance and policy binder can be obtained and all endorsements indicated have been requested from the insurance carrier.

Marsh USA is the insurance broker for F.H Paschen, S.N Nielsen & Associates, LLC and is authorized by the insurers to issue certificates of insurance on their behalf. We are not an agent of any insurer. We are, however, authorized to issue such certificates.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Will Hamilton  
Senior Account Executive