

08/15/19

6.4/1

RESOLUTION NO. 21859

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-19-4470 for Intermittent Pavement Repairs on the Tri-State Tollway (I-294) from Mile Post 17.7 (95th Street) to Mile Post 36.9 (Franklin Street) and Illinois Route 390 Tollway (IL 390) from Mile Post 7.6 (West Irving Park Road) to Mile Post 11.2 (Meacham Road). The lowest responsive and responsible bidder on Contract No. RR-19-4470 is K-Five Construction Corporation in the amount of \$2,146,432.15.

Resolution

Contract No. RR-19-4470 is awarded to K-Five Construction Corporation in the amount of \$2,146,432.15, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:


Chairman

RETURN WITH BID

ORIGINAL

CONTRACT RR-19-4470

INTERMITTENT PAVEMENT REPAIRS

TRI-STATE TOLLWAY (I-294)
MILE POST 17.7 TO 36.9
&
ELGIN-O'HARE TOLLWAY (I-390)
MILE POST 7.6 TO 11.2

IMPORTANT
BID ADDENDUM
ENCLOSED



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM ONE
TO
CONTRACT REQUIREMENTS FOR
FOR CONTRACT RR-19-4470
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: July 18, 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 A.M. local time, **July 23, 2019.**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The revised page A-1R, which replaces page A-1 accompanies this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. Revised Schedule of Prices pages P-5R through P-7R accompany this Addendum and must be inserted into the Contract Proposal by the Bidder
3. The Minutes and Sign-In-Sheet from the Optional Pre-Bid Meeting held on July 9, 2019 are included with this Addendum

CHANGE TO THE CONTRACT ADVERTISEMENT FOR SEALED BIDS

Change #1: Corrected ADVERTISEMENT FOR SEALED BIDS, page A-1R, for the contract mile post limits.

CHANGE TO THE SCHEDULE OF PRICES

Change #2: Revised the QUANTITY for ITEM JT154067 as noted below

SYMMARY OF REVISIONS TO PAY ITEM QUANTITIES						
SP	PAY ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	+ 75,000	100,000

Change #3: Corrected the PAY ITEM No. for MOBILIZATION, TOLLWAY (MODIFIED).

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-19-4470

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An **optional pre-bid meeting** is scheduled for July 9, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 12:00 PM.

The work to be done under this Contract shall be started on or about September 12, 2019. All work under this Contract shall be completed by November 15, 2019.

The work under this Contract shall consist of: Intermittent pavement repairs and patching, including, pavement removal and replacement of Warm-Mix-Asphalt, crack routing and sealing, and crack filling.

The work under this Contract is to be performed on: Tri-State Tollway I-294 (Northbound and Southbound Lanes) between Mile Posts 17.7 (95th Street) and 36.9 (Balmoral Avenue), and Elgin-O'Hare Tollway (I-390) between Mile Posts 7.6 and 11.2.

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.

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Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Eduardo.flores@getipass.com, to be received no later than 2:00 p.m. local time on July 12, 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.

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

DATE: June 27, 2019

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4470
ROADWAY AND BRIDGE CONSTRUCTION
TRI-STATE TOLLWAY (I-294) & ELGIN-O'HARE TOLLWAY (I-390)
I-294 (MP 17.7 TO 36.9); I-390 (MP 7.6 TO 11.2)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1406108	ASPHALT TACK COAT(NON-TRACKING)	POUND	2,726		
*	J1440235	HOT MIX ASPHALT REMOVAL OVER PATCHES, 4"	SQ YD	5,287		
*	J1440290	ASPHALT PATCHING OF MAINLINE OVERLAYS, 4"	SQ YD	5,287		
*	J1442110	HOT-MIX ASPHALT PRESSURE RELIEF JOINT, CLASS D4 PATCHES, TYPE II, 4 INCHES	SQ YD	221		
*	J1451100	CRACK ROUTING (PAVEMENT)	FOOT	69,418		
*	J1451110	CRACK SEALING	POUND	23,139		
*	J1451160	CRACK FILLING	FOOT	82,726		
*	J1780250	PAVEMENT MARKING OVER PATCHES - LINE 4"	FOOT	2,838		
*	J1780251	PAVEMENT MARKING OVER PATCHES - LINE 6"	FOOT	4,848		
*	J1780252	PAVEMENT MARKING OVER PATCHES - LINE 10"	FOOT	500		
*	J1781000	RAISED PAVEMENT LANE MARKER	EACH	198		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	100		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	200		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	6		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	3		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	2		

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I-294 (MP 17.7 TO 36.9); I-390 (MP 7.6 TO 11.2)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	6		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	3		
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	2		
*	JT783007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	198		
			TOTAL AMOUNT OF CORE WORK			
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	10,000	\$1.00	\$10,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	\$1.00	\$100,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$35,000.00	\$35,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(\$10,000.00)	
	999NEG26	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ELGIN O'HARE	OCCUR		(\$2,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(\$2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(\$1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(\$300.00)	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(\$1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(\$25,000.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(\$2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(\$2,500.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4470
ROADWAY AND BRIDGE CONSTRUCTION
TRI-STATE TOLLWAY (I-294) & ELGIN-O'HARE TOLLWAY (I-390)
I-294 (MP 17.7 TO 36.9); I-390 (MP 7.6 TO 11.2)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(\$100.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(\$6,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(\$10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(\$1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(\$1,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOURLY		\$15.00	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						\$145,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
ECP BID CREDIT						
AWARD CRITERIA						
<p>S.P. COLUMN LEGEND</p> <ul style="list-style-type: none"> * INDICATES SPECIAL PROVISION ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS *** INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS BDE INDICATES IDOT BDE SPECIAL PROVISION GBSP INDICATES IDOT GBSP SPECIAL PROVISION D1 INDICATES SPECIAL PROVISION 						



Sign-In-Sheet Pre-Bid Meeting RR-19-4470

Project Number & Name	RR-19-4470, INTERMITTENT PAVEMENT REPAIRS TRI-STATE TOLLWAY (I-294) - MP 17.7 - 36.9 & ELGIN-O'HARE TOLLWAY (I-390) - MP 7.6 - 11.2
Purpose	Pre-Bid Meeting
Meeting Date & Time	July 9, 2019 @ 12:00 PM
Chairperson	Edwardo Flores
Location	Tollway Central Administration Building - Room 175

NAME	Company	Title & Initials	Phone	Email
Bottomley, Brian	Hamilton Consulting	Bb <i>bf</i>	(815) 730-3444	bbottomley@hamilton-consultants.com
Dinkel, Deanna	ISTHA - Diversity	DD	(630) 241-6800 Ext: 1994	ddinkel@getipass.com
Flores, Ed	ISTHA - Project Mgr.	EF <i>EF</i>	(630) 241-6800 Ext: 3200	Eduardo.Flores@getipass.com
Hamilton, Howard	Hamilton Consulting	HH	(815) 730-3444	hhamilton@hamilton-consultants.com
Mayer, Jim	ISTHA - PMO	JM	(630) 241-6800 Ext: 3831	jmayer@getipass.com
Valentino, Michael	SS - WSP - GEC	MV	(630) 241-6800 Ext:	michael.valentino@sanchezsurveying.com
Gross, Michelle	Diversity	MG	ext. 1916	mgross@getipass.com
RANDY PRICE	WILLIAM CHARLES CONST.	RP	815-654-4700	williamcharlesconstruction.com BIO5@WILLIAMCHARLESCONSTRUCTION.COM
MIKE GREENMAN	Rock Road	MG	608.287.7367	MGREENMAN@ROCKROADS.COM
DAVE SCHMOK	K-5	DS	630-257-5600	estimating@K-5.net
David Cedeno	Tollway	DC	x4943	dcedeno@getipass.com



Minutes Pre-Bid Meeting RR-19-4470

Project Number & Name	RR-19-4470, INTERMITTENT PAVEMENT REPAIRS TRI-STATE TOLLWAY (I-294) - MP 17.7 - 36.9 & ELGIN-O'HARE TOLLWAY (I-390) - MP 7.6 – 11.2
Purpose	Pre-Bid Meeting
Meeting Date & Time	July 9, 2019 @ 12:00 PM
Chairperson	Edwardo Flores
Location	Tollway Central Administration Building – Room 175
To	See Sign-In-Sheet

Meeting Began at 12:00 PM and concluded at 12:15PM			
Item#	Description	Responsible Party	Follow-Up Date
1.0	Introductions, Ed Flores		
	<ul style="list-style-type: none"> ➤ Staff & Consultants ➤ Bid Processes & Key Dates – See A1 Page ➤ Bidder Question Processing 	EF	Completed
2.0	Diversity Overview, Michelle Gross		
	<ul style="list-style-type: none"> ➤ Review of Diversity Goals & Bid Documents ➤ Overview of Diversity Folders & Processing 	MG	Completed
3.0	Consultant Overview, Brian Bottomley		
	<ul style="list-style-type: none"> ➤ Overview of Project Scope; typical of past year's IPR contracts ➤ Review performance dates, NTP (12-Sep-19) Substantial (01-Nov-19) and Final Completion (15-Nov-19) ➤ This Project overlaps several other active Tollway contracts within the I294 Corridor (see SP 106.3) requiring schedule and MOT coordination. 	Bb	Completed
4.0	Q & A, Brian Bottomley		
	<p>Dave Schmoie of K5 raised a concern that multiple lane closures will be needed to complete the Longitudinal Joint Repairs. This point was verified in accordance with the SPs and applicable MOT standards.</p> <p>No further questions or points were raised.</p>	Bb	Completed as noted here.
5.0	Meeting Close, Ed Flores		
	<p>Please direct any additional inquiries in accord with the A1 Page. Addendum One will be released to correct a few minor scriber errors.</p>	EF	Addendum One Release Date

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PART I - INSTRUCTIONS

Bid Schedule and Information

A-1

Construction Bid Checklist

CL-1 – CL-3

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I-1 – I-10

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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DATE: **June 27, 2019**

Contract RR-19-4470
Addendum No. 1

A-1R

July 18, 2019

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DATE: June 27, 2019



July 24, 2019

Mr. Robert G. Krug, President
K-Five Construction Corporation
999 Oakmont Plaza Drive, Suite 200
Westmont, IL 60559

Subject: Illinois Tollway Contract RR-19-4470
Intermittent Pavement Repairs, Tri-State Tollway (I-294)
Mile Post 17.7 to 36.9 and Elgin-O'Hare Tollway (I-390)
Mile Post 7.6 to 11.2.
Apparent Low Bidder - Additional Required Bid Documents

Dear Mr. Krug:

Congratulations! This letter is to inform you that K-Five Construction Corporation has been determined to be the apparent low bidder on this solicitation. To complete your bid package, the Tollway is requesting the documents listed below. The required document list can be found in Volume I of the solicitation on the page titled "Documents Required from Apparent Low Bidder Upon Request from the Tollway to Complete Bid Package". In accordance with the solicitation, please provide the following documents in hard copy or electronic format no later than **5:00:00 PM on Monday, July 29th, 2019** to:

Contract Services – RR-19-4470
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515
constructionbid@getipass.com

Required Documents:

- Equal Employment Opportunity Workforce Projection (See EEO Special Provision) EEO 1256(s)


Diversity Information	DBE	Veteran
(1) Advertised Goal (percentage)	25%	3%
(2) Core Bid Amount, as verified by Tollway review of P-Pages	\$2,001,432.15	
(3) Commitment in dollars, as verified by Tollway review of Form 2026	\$501,450.00	\$61,000.00
(4) Commitment in percent, as calculated from (3)/(2)	25.05%	3.04%
The DBE Commitment calculated	<input checked="" type="checkbox"/> _X_ meets/exceeds the advertised goal <input type="checkbox"/> _____ has approved waiver request	
The Veteran Commitment calculated	<input checked="" type="checkbox"/> _X_ 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. K-Five Construction Corporation 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 contact Bob Flaska at 630/241-6800 x4360.

Sincerely,



for

General Manager of Engineering

CC:

- Paul Kovacs
- Laura Durkin
- Greg Stukel
- Ed Flores
- Shanel Bailey
- Paul Lanzo
- Audra Degonia
- File: LT_Tollway_LD_4470_PostBidDocumentRequest_07232019_03_01_10

RR-19-4470

K-FIVE CONSTRUCTION CORPORATION

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	✓ FORM B
Disadvantaged Business Enterprise <ul style="list-style-type: none"> • DBE 2026-Utilization Plan • DBE 2023 if needed 	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.		✓ 2026 2023
Veteran Small Business Participation and Utilization <ul style="list-style-type: none"> • VOSB 2026-Utilization Plan • VOSB 2023 if needed 	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.		✓ 2026 2023
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>Included w/ Bid</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>Included w/ Bid</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>Included w/ Bid</i>
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner. <i>Included w/ Bid</i>
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner <i>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.
Illinois Dept. of Human Rights	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner
State Board of Elections	Section I #25	If a Joint Venture, Will be verified for each Joint Venture Partner

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

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

Agreement	Section T	If a Joint Venture, must be signed by both Joint Venture Partners
Performance Bond	Section U	If a Joint Venture, must be executed by both Joint Venture Partners
Payment Bond	Section V	If a Joint Venture, must be executed by both Joint Venture Partners
Insurance	Section I #17	If a Joint Venture insurance must be in the name of both Joint Venture Partners

Evidence of authority of company representatives to execute the Contract, such as Board of Directors' Minutes, or a resolution authorizing officers of the firm to execute the Contract Documents

Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.

Any supplemental financial or experience information if requested by the Illinois Tollway.

A completed Signature Authority Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation

If a Joint Venture, a copy of the executed Joint Venture Agreement between all partners that identifies the Managing Partner. Unless specifically directed otherwise in writing by the joint venture, the Managing Partner's FEIN will be used for payment and tax purposes

**A completed W-9 form if this is the first time the company is conducting business with the Tollway as a Prime Contractor. Please refer to the following link for the most current IRS W-9 form:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document.

As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database.

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

Any inquiries by Bidders relative to interpretation of any provisions of any of the Contract Documents will not be answered verbally, and to be given consideration must be submitted in writing to the Illinois Tollway no later than the date shown in the "Advertisement for Sealed Bids" (Page A-1). Answers, if any are given to such inquiries, will be in the form of 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 15th** 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.

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.

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
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

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

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

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

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		37.50	37.50	1.5	1.5	2	7.05	8.95	1.85	0.50
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

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

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

Legend

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

OSA Overtime pay required for every hour worked on Saturdays

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

H/W Health/Welfare benefit

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or 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.

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-19-4470

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, July 23, 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: Intermittent pavement repairs and patching, including, pavement removal and replacement of Warm-Mix-Asphalt, crack routing and sealing, and crack filling.

The services will be performed within the: The work under this Contract is to be performed on: Tri-State Tollway I-294 (Northbound and Southbound Lanes) between Mile Posts 17.7 (95th Street) and 39.8 (Balmoral Avenue), and Elgin-O'Hare Tollway (I-390) between Mile Posts 7.6 and 11.2 in Cook County, Illinois.

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

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

Addendum No.	<u> 1 </u>	Date	<u> 7/18/2019 </u>
Addendum No.	<u> </u>	Date	<u> </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 \$ 500, 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-19-4470, 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.**

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 Illinois

999 Oakmont Plaza Drive, Suite 200
having principal office at Westmont, IL 60559 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 23rd day of July, by its President, thereunto duly authorized.

 (SEAL)
Robert G. Krug, President (SEAL)

Affix Corporate Seal BY:
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name Address

Name Address

Name Address

INCORPORATED:

Robert G. Krug 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559
President Address

Jennifer Krug-McNaughton 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559
Vice-President Address

Robert W. Krug 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559
Secretary Address

Josephine M. Krug 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559
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 \$30,000.00. Any Bid Credits applied above and beyond the Bid Credit cap will not be considered.

- A. Core Work shall be the sum of the unit prices supplied by the Bidder multiplied by the pay item quantity.
- B. Unit prices for Contractor's Quality Program and Contingency Work will be supplied by the Illinois Tollway with the sum total of this work completed by the Illinois Tollway and included in the 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-19-4470 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-19-4470
 ROADWAY AND BRIDGE CONSTRUCTION
 TRI-STATE TOLLWAY (I-294) & ELGIN-O'HARE TOLLWAY (I-390)
 I-294 (MP 17.7 TO 36.9); I-390 (MP 7.6 TO 11.2)
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI406108	ASPHALT TACK COAT(NON-TRACKING)	POUND	2,726	7.50	20,445.00
*	JI440235	HOT MIX ASPHALT REMOVAL OVER PATCHES, 4"	SQ YD	5,287	83.00	438,821.00
*	JI440290	ASPHALT PATCHING OF MAINLINE OVERLAYS, 4"	SQ YD	5,287	84.76	448,126.12
*	JI442110	HOT-MIX ASPHALT PRESSURE RELIEF JOINT, CLASS D4 PATCHES, TYPE II, 4 INCHES	SQ YD	221	205.32	45,375.72
*	JI451100	CRACK ROUTING (PAVEMENT)	FOOT	69,418	1.85	128,423.30
*	JI451110	CRACK SEALING	POUND	23,139	9.27	214,498.53
*	JI451160	CRACK FILLING	FOOT	82,726	3.57	295,331.82
*	JI780250	PAVEMENT MARKING OVER PATCHES - LINE 4"	FOOT	2,838	1.90	5,392.20
*	JI780251	PAVEMENT MARKING OVER PATCHES - LINE 6"	FOOT	4,848	3.80	18,442.40
*	JI780252	PAVEMENT MARKING OVER PATCHES - LINE 10"	FOOT	500	7.61	3,805.00
*	JI781000	RAISED PAVEMENT LANE MARKER	EACH	198	95.12	18,833.76
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	125,000.00	125,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	228,000.00	228,000.00
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	100	1.13	113.00
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	200	18.84	3,768.00
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	6	25.11	150.66
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	3	175.80	527.40
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	2	703.19	1406.38

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4470
ROADWAY AND BRIDGE CONSTRUCTION
TRI-STATE TOLLWAY (I-294) & ELGIN-O'HARE TOLLWAY (I-390)
I-294 (MP 17.7 TO 36.9); I-390 (MP 7.6 TO 11.2)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701200	PORTABLE CHANGEABLE MESSAGE SIGN	CAL DAY	6	37.67	226.02
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	3	263.70	791.10
*	JT701220	PORTABLE CHANGEABLE MESSAGE SIGN	CAL MO	2	1,054.79	2,109.58
*	JT783007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	198	9.42	1,865.16
			TOTAL AMOUNT OF CORE WORK			2,001,432.15
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	10,000	\$1.00	\$10,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	\$1.00	\$100,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$35,000.00	\$35,000.00
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(\$10,000.00)	
	999NEG26	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ELGIN O'HARE	OCCUR		(\$2,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(\$2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(\$1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(\$300.00)	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(\$1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(\$25,000.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(\$2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(\$2,500.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-19-4470
ROADWAY AND BRIDGE CONSTRUCTION
TRI-STATE TOLLWAY (I-294) & ELGIN-O'HARE TOLLWAY (I-390)
I-294 (MP 17.7 TO 36.9); I-390 (MP 7.6 TO 11.2)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(\$100.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(\$6,000.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(\$10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(\$1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(\$1,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		\$15.00	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						\$145,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						2,146,432.15
ECP BID CREDIT						30,000.00
AWARD CRITERIA						2,116,432.15
<p>S.P. COLUMN LEGEND</p> <ul style="list-style-type: none"> * INDICATES SPECIAL PROVISION ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS *** INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS BDE INDICATES IDOT BDE SPECIAL PROVISION GBSP INDICATES IDOT GBSP SPECIAL PROVISION D1 INDICATES SPECIAL PROVISION 						

OK
 7/23/19
 1

OPENED 7/23 2019

BOND OR
 CHECK ENCLOSED: YES NO
 SB

No. 00664

Illinois State Toll Highway Authority

This Certifies that K-Five Construction Corp. has earned a total of \$269,108.90 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 3-July-2019



The owner of this certificate # 00664 is tendering
\$ 30,000.00 credits for use on bid for contract
4470 on (date) 7-23-19. I understand that
any credits not utilized for a winning bid will be returned.



Signed: J. Bodznych

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-19-4470
(Enter Tollway Contract Number)

SUBMITTING BIDDER: K-Five Construction Corporation
(Enter Name of Firm)

ADDRESS: 999 Oakmont Plaza Drive, Suite 200
Westmont, IL 60559

STATE OF ILLINOIS)
) **SS**
COUNTY OF Illinois)

The Affiant, Robert G. Krug, being first duly sworn, upon oath deposes and says:

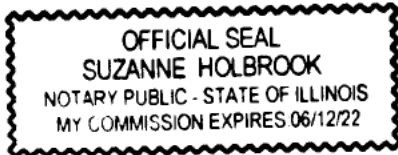
1. That the Affiant is President of K-Five Construction Corporation who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-19-4470 (*enter Tollway contract number*), between the Bidder and the Owner;
2. The Affiant 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

Robert G. Krug

SUBSCRIBED AND SWORN BEFORE ME THIS 23rd DAY OF July, 20 19 .




NOTARY PUBLIC

N/A

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

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

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

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

Items that Qualify and Explanation:

Signature of Authorized Representative:

[Redacted Signature]

Printed Name of Authorized Representative:

Robert G. Krug, President

Vendor Name:

K-Five Construction Corporation

Date:

July 23, 2019

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4470

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	Dave Schmoe	630-257-5600	daves@k-five.net
Bid Guaranty	Dave Schmoe	630-257-5600	daves@k-five.net
DBE 2026	Dave Schmoe	630-257-5600	daves@k-five.net
EEO Program	Jennifer Krug-McNaughton	630-257-5600	jenniferk@k-five.net
VOSB 2026	Dave Schmoe	630-257-5600	daves@k-five.net
Financial Disclosures Forms A or Forms B	Mark Sniegowski	630-257-5600	marks@k-five.net
IDOT Certificate of Eligibility	Dave Schmoe	630-257-5600	daves@k-five.net
Non-Collusion Affidavit – Page R-4	Dave Schmoe	630-257-5600	daves@k-five.net

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-19-4470

AFFIDAVIT

State of Illinois)
) SS
County of DuPage)

The undersigned, being first duly sworn, on his/her oath deposes and says: [Redacted]
That his/her name is Robert G. Krug, and he/she resides at [Redacted]
and his/her office is at 999 Oakmont Plaza Drive, Suite 200 Westmont, IL 60559, That he/she makes, and is authorized to
make

this affidavit on behalf of K-Five Construction Corporation, a
(Name of Corporation, Partnership, etc.)

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. RR-19-4470** 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]
Robert G. Krug (Affiant) President

Sworn to before me and subscribed in my presence this 23rd day of July, 2019

[Redacted Signature]
(Notary Public)

My Commission Expires: _____



CONTRACT NO. RR-19-4470

PLANT AND EQUIPMENT QUESTIONNAIRE

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

1. KEY PERSONNEL

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

(USE BLACK INK ONLY)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
Joe Bodzioch	Chief Estimator	Chief Estimator	4	27
Mark Lindbloom	General Super.	General Super.	26	35
Dave Schmoe	Estimator	Estimator	4	34
Bill Jennings	Sr. Project Mgr.	Sr. Project Mgr.	26	40
Joey DiGiovanni	Milling Super.	Milling Super.	32	37
Keri Vester	PM Manager	PM Manager	17	21

CONTRACT NO. RR-19-4470

PLANT AND EQUIPMENT QUESTIONNAIRE

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

2a) **EQUIPMENT OWNED**

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

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

K-FIVE CONSTRUCTION CORPORATION
EQUIPMENT LISTING BY NUMBER
AS OF 7/31/2015

<u>Equipment Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
1017	1	1	00 CAT 140H 12FT	140 H MOTOR GRADER	2ZK04973
1018	1	1	05 CAT 140H 12FT	140 H MOTOR GRADER	APM02219
1019	1	1	05 CAT 140H 12FT	CAT 140H	APM02102
1019A	1	56	07 TOP CON	DUAL GRADER GPS	242-2419, 73470, 285
1020	1	1	06 CAT 140H 12 W/4' EXT.	CAT 140H	APM02795
1100	1	5	14 CAT 262D SKIDSTEER T4	262D SSL	DTB02364
1101	1	5	14 CAT 262D SKIDSTEER T4	262D SSL	DTB02365
1102	1	5	14 CAT 262D SKIDSTEER T4	262D SSL	DTB02376
1103	1	5	14 CAT 262D SKIDSTEER T4	262D SSL	DTB02377
1104	1	5	14 CAT 299D TRACK SKIDSTE	299D	0HCL00801
1105	1	3	15 CAT 950M	CAT 950M	EMB268
1131B	1	26	94 20" MILL CAT MARK L #	ALETEC CP20	120070893
1138C	1	26	S/S/ FORKS 48" #1193	McCANN	A1546
1140	1	3	96 CAT 950FII - SHOP LOAD	WHEEL LOADER	8TK02405
1148C	1	26	S/S FORKS 48"	BRADCO 48" FORKS	10489
1149B	1	26	20" S/S MILL 3161	ALETEC CP20A.	360071095
1149C	1	26	S/S FORKS 48" MARKHAM 1	PFBC BRADCO FORKS	19275
1151A	1	26	S/S BREAKER MARK L #94 /	STANLEY 356 HAMMER	351056 2/14 UPDATE 4
1155A	10	26	JUNKED Frame in Yard	KENT KF4	6577
1159	1	4	02 CAT 988G - CRUSHER	CAT 988G	BNH00469
1160	1	4	02 CAT 988G - MARKHAM	CAT 988G	GABNH00475
1162	1	5	03 CASE 90 XT SKIDSTEER T	CASE 90XT	JAF0392559
1162A	1	26	48" CASE FORK	BR - 48XT MO#16870	158192
1165	1	3	03 CAT 938G II LJ - LJ	938 G II	CRD00390- PIN#CAT093
1167	1	3	04 CAT 938 G II LJ	2004 CAT 938GII	CRD00995
1168	1	4	04 KOMATSU WA 600 -3 - C	WA600 - 3	52107
1169	1	4	05 KOMATSU WA 500-3LK DUP	2005 KOMATSU WA 500-	A72267
1171	1	3	03 CAT 950G II DCL LJ	2003 CAT 950G	3JW02434
1172	1	5	06 CAT 268B SKIDSTEER JOS	268B	LBA01499
1173	1	5	06 CAT 268B SKIDSTEER BAR	268B	LBA01500
1174	1	5	06 CAT 268B SKIDSTEER DAN	268B	LBA01501
1175	1	5	06 CAT 268B NAPER PROP RR	268B	LBA01555
1176	1	5	06 CAT 268B SKIDSTEER FRA	268B	LBA01556
1177	1	5	06 CAT 268B SKIDSTEER LEM	268B	LBA01557
1178	1	4	04 KOMATSU 480 #146 LJ	2004 KOMATSU 480-5L	A37115
1179	1	4	06 CAT 980H NAPER PLT 5/	980H	JMS01417
1180	1	3	06 CAT 950H WHEEL LOADER	950H	K5K00575
1182	1	3	07 CAT 938G II WHEEL LOAD	938G II	OCRD02299
1183	1	3	08 JOHN DEERE 544J WHEEL	08 JOHN DEERE 544J	DW544JX618088
1184	1	5	08 CAT 262C SKIDSTEER MA	262C	MST02090
1185	1	4	09 CAT 980H LEMONT WHEEL	980H	JMS05173
1186	1	4	09 CAT 980H OHARE WHEEL L	CAT 980H	OJMS05228
1188	1	5	08 CASE 430 SKIDSTEER SHO	430	N8M482065
1189	1	5	08 CASE 430 SKIDSTEER DUP	430	N8M482072
1190	1	5	08 CASE 430 SKIDSTEER LEM	430	N8M492991
1191	1	5	08 CASE 430 SKIDSTEER MAR	430	N8M493752
1192	1	5	08 CASE 430 SKIDSTEER NAP	430	N8M493759
1193	1	5	09 CASE 430 SKIDSTEER O'H	430	N9M406477

<u>Equipment</u>					
<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
1194	1	5	10 CAT 262C SKIDSTEER MAR	262C	MST03260
1195	1	5	10 CAT 262C SKIDSTEER DUP	262C	MST03265
1196	1	3	11 JOHN DEERE 644K WHEEL	2011 644K	1DW644KZPBE635099
1197	1	3	2012 CAT 938K Exchange fo	938K	CAT0938KCSWL00394
1198	1	3	12 CAT 950K	950K	R4A00778
1199	1	4	13 CAT 980K - MARKHAM	CAT 980K	W7K01624
1209	1	61	97 CAT 973-A - GPS VERM	1997 CAT 973-A	86G3204
1317	1	7	05 KOMATSU D155 AX-5B	KOMATSU D155 AX-5B	76237
1319	1	8	07 JOHN DEERE 750JLT	JD 750 JLT	TO750JX148903
1319A	2	56	07 TOP CON GPS	TOP CON GPS	242-2421,75829,285-0
1320	1	8	11 JOHN DEERE 764 HIGH SP	JOHN DEERE 764 HS DO	1T00764XKB0198134
1321	1	8	13 JOHN DEERE 750K DOZER	750K	1TO750KXCCE231007
1410A	1	9	30" GRADING BUCKET		
1414	1	9	04 GRADALL XL4100 II	2004 XL4100 II	4100045
1414A	1	9	48" DIRT BUCKET	48" DIRT BUCKET	HOME MADE
1415	1	9	06 GRADALL XL4100 II	2006 XL4100 II	210017704
1415A	1	9	30 " CURB REMOVAL BUCKET		PBR-8065-6102-61161B
1415B	1	9	72 " EXCAVATOR BUCKET		
1416	1	9	06 GRADALL XL4100 II	2006 XL4100 II	210017738
1416A	1	9	30 " CURB REMOVAL BUCKET		332301
1416B	1	9	72 " EXCAVATOR BUCKET		
1417	1	9	07 GRADALL W/DRILL RIG	XL4100 - II	4100000213
1627	3	29	02 CAT GEN SET 350KW REX	CAT XQ350 SOUND ATT.	ARGMNT# 130-9415
1630	10	50	04 EPOXY GROUT MACHINE	5001 PV GEL MACHINE	
1631	10	50	01 EPOXY GROUT MACHINE	2001 EPOXY GROUT MAC	395
1632	3	27	03 VERMEER CC145A	CC 145	1VRU152Y331000149
1637I	3	13	12 Wall Ext. Mold I294	8" X 12" Barr. Wall	654-1758
1641	10	50	CLEAR - EPOXY GROUT MACHI		
1642	10	50	EPOXY GROUT MACHINE SPARE		
1643	10	50	JUNKED EPOXY GROUT MACHIN	M4400	
1651	3	15	96 CMI PS3002 BELT 28'	CMI PLACER/SPREADER	545104
1652	3	17	96 CMI TC2502T 28'	CMI TEXTURE CURE	508501
1652A	3	17	CMI DEPR ADD		
1653	3	13	89 MILLER M-7600 CURB R/H	1989 MILLER M-7600	76001
1653A	3	21	TRIMMER MILLER 7600-1653	TRIMER HEAD 24 TEETH	
1654	3	12	98 G/Z 850 PAVER 32'	G/Z SLIPFORM PAVER	S850-578C-116
1654A	3	18	S850 SPLIT GUILLLOTINE SID	S850 SPLIT GUIL. SID	
1654B	3	18	HYD VIBE CIRCUIT 4 PORT M	HYD VIBE CIRCUIT 4 P	
1654C	3	18	CENTER TRUSS SUPPORT KIT	K10115 CENTER TRUSS	
1654D	1	18	03 SECTIONS TO EXTEND 7	7.2 PAN EXTENSION	
1654E	1	18	05 24' PAVING KIT	S850 - 24' PAVING KI	
1654F	3	20	11 FABRICATED NEGATIVE CR		
1660	3	16	05 GOMACO 9500 TRIMMER	05 GOMACO 9500 TRIMM	905500-149
1661	3	16	05 GOMACO 9500 1st	2005 GOMACO 9500	905500-150
1662	3	17	05 GUNNERT TC 850 30'	GUNTERT TC850	TC850-C651-116
1663	3	12	06 G/Z S850 PAVER 34'	G/Z SLIPFORM PAVER	S850C680147
1664	3	13	06 MILLER M-8800	MILLER FRMLESS PAVER	88028M
1665	3	12	06 GZ EXTRA PAN SECTION	GZ 800 & GZ850	
1666	3	12	07 GUNTERT CDBI	CDBI 25 FT	DCBI-C680-147
1667	3	15	08 REX BELT PLACER 12-25	T&C 2 TRACK	2260
1668	3	15	93 REX T/C BELT	TOWN COUNTRY	10364
1669	3	17	2013 REX CURE TINE	TEXTURE CURE	2491

Equipment

Number	Class	Type	Description	Equipment Model	Serial Number
1670	3	12	13 GZ600 PAVER	GZ 600 PAVER	C880-200
1670A	3	12	LOW PROFILE SIDE TIE BAR	LOW PROFILE SIDE BAR	
1672	15	19	CON. PLNT DUST COL - W/RE	C & W CS-RA140	
1674	15	19	96 REXCON "S" BATCH		
1675	15	19	RAISERS FOR 1674		
1680	3	20	15"x18"DUEL SD PVNG FORMS	1,800/FT.	
1681	3	20	12"X15"X10'PVNG FORM&STAK	2,000/FT.& 800 STAKE	235.00/10'FORM-2.20/
1687	3	21	GOMACO 18"T32"H(0-24")VH	1987 GOMACO	GTCP-4632
1688	3	21	9"-6"&18"-16"/32"H-WALL M	GOMACO	
1690	3	20	PAVING FORMS(10000FT/10')		
1692	3	547	OFFICE TRAILER 20X8 W/A-C	PORTO	3137
1693	3	20	10X12 PAVING FORMS RENTAL	HELTZEL	4000 FEET
1696	3	20	18"X21" DUEL SD PVNG FORM	NIPF 4,000/FT.	\$31.57/FT.
1700	13	31	05 TOYOTA FORKLIFT 5,000	TOYOTA 7FGU25	7FGU2572162
1701	2	18	11 KM 2 TON Recycler	KM Int'l 2T Recycler	1K9BU2029BN246052
1702	2	18	15 14 Ton PATCH KING	PK 80K Asphalt Patch	
1704	10	27	02 TARGET SAW 4489	TARGET PRO 65 III	362474
1706	26	58	HYDRAULIC CAN'T CONFIRM E	F3-6L912 / W	
1707	1	6	98 CAT 320B-L - SOLD	HYDRAULIC EXCAVATOR	6CR1826
1707A	1	26	04 INDECO MES 2500 BREAKE	MES2500	STK 4I02577 PIN 4322
1708	8	423	14 LEEBOY PRIME TRAILER	LT250	1B9AA1115E1309907
1709	8	423	14 WEILER TT250 PRIME TRL	WEILER TT250	1W9WT2119DK548001
1710	10	28	98 A/C AIR COMP. ON 4503	ATLAS COPCO XAS90JD	HOL605749
1711	3	33	14 MINNICH 2 GANG DRILL	A-2C DRILL 2 GANG	104398620
1712	10	33	01 EZ DRILL GRADE RIDER 2	210B-2 GRADE RIDER	N2091
1713	3	33	08 MINNICH DRILL 2 GANG S	A-2C 20X48	104 3349 20
1714	3	33	JUNK SPARE PARTS MAY 12	A-2C 20X48	104 3348 20
1715	3	33	12 MINNICH AC2 (2) GANG D	AC2	104-3588-20
1716	10	28	99 I/R AIR COMP CHUCK D 7	1999 I/R P185 WJD	306030UJ221
1717	1	6	13 CAT 336E EXCAVATOR	13 CAT 336E EXECVATO	FJH00322
1718	1	6	04 KOMATSU PC228USLC-3	2004 PC228	30400
1721	1	26	2000 LB. FROST BALL	2000 LB FROST BALL	
1722	1	26	6000 LB. FROST BALL		
1723	3	29	00 CAT 1000 kW GEN SET	00 CAT 1000kW GEN SE	BLM00231
1724	2	58	05 ASTEC 2612D SCREEN 350	ASTEC 2612D FOLD N G	42259 / 042260
1724A	2	58	06 30"X60' RADIAL STACKIN	2006 KAFKA TC 26 CON	HY3060IL806E13001
1725	3	29	TRADED PATTEN 2/16/13 99	XQ900 3508 GEN SET	23207441
1726	3	58	97 JAW CRUSHER 30"X62"LC	LIPPMAN 3062	30621073
1726B	3	58	MAGNET CONVEYOR	4835 W/INVICTA BK358	50661027
1726C	3	58	36"X30' TRANSFER CONVEYOR	INERTIA 3630C999	50661068
1726D	3	58	36"X100'STACKING CONVEYOR	RADIAL STACKING CONV	50661058
1726E	3	58	36"X100'STACKING CONVEYOR	RADIAL STACKING CONV	50661059
1726F	3	58	36"X95'STACKING CONVEYOR	RADIAL STACKING CONV	211495
1727	2	58	IMPACT CRUSHER-ASPH.	INERTIA HS-5066	50661052
1727A	2	58	MAGNET CONVEYOR	4835 W/INVICTA BK358	50661025
1727B	2	58	SCREEN - TRIPLE DECK	INERTIA 6203	50661073
1727C	2	58	42"X70'RAD.STACKING CONV.	INERTIA 6203	50661056
1727D	2	58	36"X70'RAD.STACKING CONV.	RADIAL STACKING CON.	50661055
1727E	2	58	36"X30' TRANSFER CONVEYOR	INERTIA 3630C999	50661069
1727F	2	58	36"X30' TRANSFER CONVEYOR	INERTIA 3630C999	50661070
1728	10	27	12 BROOM SKIDSTEER ATTACH	72" SWEEPSTER 20572M	1235040
1729	10	27	08 MB 53MH HYDRAULIC BROO	08 53 MH	13-2068

Equipment

<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
1731	10	28	00 I/R 185 AIR COMP 4487	P185WJD	285142UAI221
1732	10	28	05 I/R AIR COMP CHUCK D #	P185WIR	355863UDP820
1733	10	28	04 I/R AIR COMP DUPAGE LJ	P185WIR	345174UD0820
1736	10	28	04 I/R AIR COMP NAP PROP	P185WIR	345173UD0820
1737	10	28	04 I/R AIR COMP FRANK R #	P185WIR	345175UD0820
1738	10	28	07 P250 AIR COMP. ON 1417	P250WJDU	39LL46UHRA23
1739	10	28	04 I/R AIR COMP LJ	P185WIR	345177UD0820
1740	10	28	04 I/R AIR COMP MARKHAM L	P185WIR	345178UD0820
1741	10	28	06 I/R AIR COMP LEMONT L	P185WIR	370490UDQ820
1742	10	28	06 I/R AIR COMP DAN C #58	P185WIR	370491UDQ820
1743	10	28	06 I/R AIR MARK L #94 LJ	P185WIR	370492UDQ820
1749	10	29	PORT LIGHT PLANT - RT50 1	ALLMAND LD30-3CEM	891014
1750	10	29	13 LIGHT TOWER 4,000 WATT	WLT - 4M	5F13D1418D1001194
1751	10	29	13 LIGHT TOWER 4000 WATT	WLT - 4M	5F13D141XD1001195
1752	10	29	13 LIGHT TOWER 4000 WATT	WLT - 4M	5F13D1411D1001196
1753	10	29	13 LIGHT TOWER 4000 WATT	WLT - 4M	5F13D1413D1001197
1755	10	51	BASE STA & 51 MOBILES	MOTOROLA	
1756	10	33	(2) HYDRA DRILLS	TAMROCK	
1757	10	19	10,000 GAL STORAGE TANK		
1758	10	34	TRANSIT & LEVEL	LIETZ	72468
1759	10	34	MOISTURE TESTER	SPEEDY	
1760	10	34	GAUGE W/ACCESS.	TRAXLER	3401-B
1761	10	28	AIR GROUT PLANT W/ACCESS.		84514T2PA
1762	10	33	(6) HYDRA DRILL	TAMROCK HH-50	
1763	10	33	(3) DWLMSTR DRILLS	TAMROCK MV-50	
1764	10	33	DRILL	TAMROCK MV-50	10786
1767	10	34	CORING MACHINE	CORING	
1770	10	51	(5) TWO WAY RADIOS		
1771	10	51	(4) TWO WAY RADIOS	800MHZ	
1772	10	51	(5) TWO WAY RADIOS	800MHZ	
1773	10	51	(6) TWO WAY RADIOS	GE 800MHZ	
1775	10	51	(4) TWO WAY RADIOS	GE MLX 800 MHZ	7Z
1776	10	51	(4) TWO WAY RADIOS	GE 800 MHZ	
1777	10	51	(8) TWO WAY RADIOS	800 MHZ	
1780	1	24	04 WIRTGEN 2000 MILL DRUM	W2000	06.20.0449 OR 786
1780A	1	24	COMBO CUTTER	W2000 COMBO CUTTER	30000790
1781	2	24	15 ROADTEC RX700	RX700E-3	2053
1782	2	24	14 ROADTEC RX700E-3 MILLI	RX700E-3	2026
1783	2	24	09 ROADTEC RX900 7'2" Dru	RX900	207
1784	2	24	11 ROADTEC RX900-3 8'2" D	RX 900-3	256
1790	10	29	14 RPO ARROWBOARD	WTSP55-LSA-11	5F11S1014D1001258
1791	10	29	14 RPO ARROWBOARD	WTSP55-LSA-11	5F11S1018D1001263
1792	10	29	11 SOLAR ARROWBOARD 15 LI	ARROWBOARD WTSP55-L	5F11S1011B1002798
1793	10	29	11 SOLAR ARROWBOARD 15 LI	ARROWBOARD WTSP55-L	5F11S1018B1002801
1794	10	29	14 SOLAR ARROWBOARD	WTSP55-LSA-11	5F11S1018E1003371
1795	10	29	14 SOLAR ARROWBOARD	WTSP55-LSA-11	5F11S101XE1003372
1796	10	29	14 SOLAR ARROWBOARD	WTSP55-LSA-11	5F11S1011E1003373
1797	10	29	14 SOLAR ARROWBOARD	WTSP55-LSA-11	5F11S1013E1003374
1798	10	29	14 SOLAR ARROWBOARD	WTSP55-LSA-11	5F11S1015E1003375
1799	10	29	14 RPO ARROWBOARD	WTSP55-LSA-11	5F11S1018B1000286
1801	9	351	05 CAT 39" Markham 4903	2005 CAT CB 214E	21400478
1802	2	352	15 VOLVO DD110B ROLLER	DD110B	285138

<u>Equipment Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
1803	2	352	15 VOLVO DD110B ROLLER	DD110B	285139
1804	2	352	15 VOLVO DD120B ROLLER	DD120B	287110
1805	2	352	15 VOLVO DD120B ROLLER	DD120B	287111
1806	2	353	15 VOLVO DD140B ROLLER	DD120B	
1807	9	353	05 I/R DD138HF Traded	2005 DD 138HF	182733
1808	9	353	05 I/R DD138 Traded	2005 DD 138HF	182734
1809	9	353	06 I/R DD138 HF ROLLER GP	DD138HF	187359
1810	9	353	04 (#1) I/R DD132 HF ROLL	DD132HF	176124
1811	9	353	06 (#2) I/R DD118 HF ROLL	DD118 HF	187470
1812	9	353	06 I/R DD118 HF ROLLER GP	DD118 HF	187471
1813	9	353	05 I/R DD118 Traded	DD118HF	185232
1814	9	353	06 I/R DD118 HF ROLLER GP	DD118 HF	187473
1815	9	353	06 (#4) I/R DD90 HF ENG.	DD90 HF	187822
1816	9	353	06 (#3) I/R DD90 HF ROLLE	DD90 HF	187823
1817	9	353	06 I/R DD70 HF ROLLER GPS	DD70	186440
1818	9	352	99 FERGUSON 812B	99 FERGUSON 8-12 TON	995
1819	9	352	86 FERGUSON 812A	86 FERGUSON 8-12 TON	812A699
1819A	10	352	ATTACHED RUMBLE ROLL	ELLIOT RUMBLE ROLL	
1820	9	351	05 I/R 54" DD30 DUPAGE /	DD30	184298
1821	9	351	06 I/R 49" DD24 Shop	IR DD 24	189466
1822	9	353	07 IR DD70 HF ROLLER GPS	DD70	193735
1823	9	353	07 IR DD90HF ROLLER GPS	IR DD 90HF	194398
1824	9	353	07 IR DD90HF ROLLER GPS	IR DD90HF	194399
1825	9	353	07 IR DD90HF ROLLER GPS	IR DD90 HF	194419
1826	9	353	07 IR DD118HF ROLLER GPS	DD118	193913
1827	9	353	08 VOLVO DD118HF ROLLER G	DD118HF	198603
1828	9	353	08 VOLVO DD90HF ROLLER GP	DD90HF	198044
1829	9	351	08 VOLVO 47" DD24 NAPER	DD24	197599
1830	9	352	88 FERGUSON 812B	88 FERGUSON 8-12 TON	812B773
1831	9	351	08 TRADED VOLVO 39" DD22	DD22	198563
1832	9	352	72 FREGUSON 810 ROLLER	8-10 TON	58A519
1833	9	352	82 HYPAC 350C ROLLER	350 C	C89C5293E
1834	9	352	83 HYPAC 350D ROLLER	350 D	D089C6288R
1835	2	352	09 SAKAI R2H-2 3 WHEEL RO	R2H-S 3 WHEEL ROLLER	60114
1836	2	352	10 SAKAI R2H-2 3 WHEEL RO	R2H-S 3 WHEEL ROLLER	60154
1837	2	352	10 SAKAI R2H-2 3 WHEEL RO	R2H-S 3 WHEEL ROLLER	60155
1838	9	353	13 CAT CB 54 XW - 79" DRU	11 CAT CB 54	JLM00805
1839	9	353	11 HAMM HD+140VV - 84" DR	11 HAMM HD+140VV	H1840140
1840	9	351	14 24" Walk Behind Mark L	MRH800GS	28408
1843	9	36	95 I/R PT125R RUB.TIRE (S	RUBBER TIRE ROLLER	141733
1872	9	35	SOLD 01 I/R SD110 STONE R	2001 SD110D	167061
1874	9	35	04 CAT CS563E STONE ROLLE	CS563E	CNG00501
1875	9	35	SOLD - 05 HAMM 3410 W/BLA	HAMM 3410	H1690307
1876	1	35	ROLAND SOLD - 07 HAMM 341	07 HAMM 3410	H1690941
1895	1	35	14 CAT 815F2	14 CAT 15F2	FCBYN01112
1896	9	351	00 I/R 47" Darren- 4901	2000 INGERSOL DD 24	165451
1897	9	351	02 I/R 52" DD30 MARKHAM /	2002 I/R DD30	169803
1898	9	351	04 I/R 49" DD24 MARK #94	2004 IR DD24	176387
1899	9	351	04 CAT 39" 214E LEMONT /	CAT CB 214E	21400191
1952	14	19	BELT CONVEYORS		
1953	14	19	COMPUTERIZED BATCH SYSTEM		
1960	14	19	REX MODEL "S" 1994 PLANT		

Equipment					
Number	Class	Type	Description	Equipment Model	Serial Number
2007	2	38	84 B/KNX 195 R/S ONLY	ROAD WIDENER L/S	19503-03T
2016	2	38	96 B/KNX 195D L or R ROAD	ROAD WIDENER	19522-01
2023	2	37	01 CAT AP1000B PAVER	CAT AP1000B RUB/TIRE	7HN00276
2024	2	37	01 PAVING PACKAGE 26'2"	PAVING PACKAGE	M367
2026	2	37	02 TOPCON SYS. 5 NON CONT	TOP CON SYSTEM FIVE	
2027	2	37	02 TOPCON SYS 5 NON CONTA	TOPCON SYSTEM FIVE	
2028	2	37	03 SHUTTLE BUGGY 2500C	SB 2500 C	676
2029	2	37	03 TOPCON SYS 5 NON CONTA	SYS 5 NON CONTACT SK	4421
2030	2	37	05 CAT AP 1000B GPS	2005 CAT AP 1000B	AGP00191
2030A	2	37	SAS SYS 5 TOP4421	TOP4421	7636, 17650,
2031	2	37	05 CAT AP 1055B GPS SAFET	2005 AP 1055B	A3P00229
2032	2	37	06 TRADED CAT AP 1055D	AP 1055D MTS	FAC00287
2032A	2	34	TOP CON	SAS	242-2675,950848,9507
2033	2	37	05 CAT AP 1055B MTS PAVER	AP 1055B MTS	A3P00258
2034	2	37	06 TOP CON SAS NON CONTAC		
2035	2	37	06 TOP CON SAS NON CONTAC		
2036	2	38	WEILER W730 L or R ROAD	W730	W730-1012
2037	2	37	08 CAT AP655D MTS ASF GPS	08 CAT AP655D MTS AS	CATAP655JGNZ00239
2038	2	37	09 CAT AP 1055D PAVER WW	AP 1055 D	OFAC00720
2039	2	37	10 CAT AP1055D WW & MM	AP1055D	FAC00834
2040	2	37	10 CAT AP1000D PAVER RUBB	AP1000D RUBBER TIRE	EAD00399
2041	2	37	10 TOPCON SAS SYSTEM 5	SONIC AVERAGING SYST	
2042	2	37	11 TOPCON SAS SYSTEM 5 3	SONIC AVERAGING SYST	373-1801,542-0118,55
2043	2	37	09 CAT AP 1055D WW & MM	09 AP 1055D	CFAC00743
2044	2	37	14 CAT AP1055E PAVER	14 AP1055E	5TTJF00403
2045	2	37	14 CAT AP1000E PAVER	14 CAT AP1000E PAVER	KT1F00229
2101	16	50	OFFICE TRAILER 8'X36'	WILLIAMS	10778
2102	16	50	OFFICE TRAILER 8'X36'	WILLIAMS	11056
2103	16	50	STORAGE TRL 8'X31'	WILLIAMS	9553
2107	16	19	2 EADY DIGITAL SCALES		
2110	16	19	NAPERVILLE PLANT		
2111	16	19	FENCE AT NAPERVILLE		
2112	16	19	AQUAROBIC TREATMENT PLANT		
2113	16	56	SOFTWARE		
2199	16	19	ADDITION TO NPVL PLANT		
2200	17	19	LEMONT PLANT		
2201	17	19	S/H SILOS & EADY SCALE		
2202	17	19	PNEUMATIC TUBE SYSTEM		
2203	17	19	LEMONT SILO & ACCESSORIES		
2204	17	19	SULLAIR COMPRESSOR M1250L	SULLAIR 12-50L	
2205	17	19	KOLBERG HYDRA SCRNG PLANT	KOLBERG 1130-50	4813-1130-50-84
2206	17	19	BG CONVEYOR SCREEN	BG	80A-400
2207	17	19	FOLD-A-WAY CHUTE		
2208	17	19	BAG HOUSE LEMONT		
2209	17	19	BIN TOP COMPONENTS LEMONT		
2300	18	19	MOBILE OFFICE PORTABLE		
2301	18	19	BAGHOUSE METER SYS PORT		
2302	18	19	OIL RACKS W/STEP		
2303	18	19	BIN/BATCHER W/ CONVEYOR		
2304	18	19	STORAGE/HEATING TANK		
2400	18	19	CMi SCALE MODULE		
2600	10	32	14 MVC82 PLATE COMPACTOR	MVC82VHW	Y3216

Equipment

<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
2601	10	32	14 MVC82 PLATE COMPACTOR	MVC82VHW	Y3218
2602	10	32	14 HUSQ WALK BEHIND SAW	FS400 LV WLK BHD SAW	20141100025
2603	10	32	14 HUSQ WALK BEHIND SAW	FS400 LV WLK BHD SAW	20141100032
2604	10	32	14 HILTI DD160E DRILL	DD160E DRILL ASSMBLY	16473
2605	10	32	BACKPACK COMPACTOR	NQD	B114V1
2606	10	32	14 VANAIR AIR N ARC	300D	3092921
2607	10	26	14 KENT KF6 HAMMER Mark L	F688	F612174
2608	10	32	14 HUSQVARNA K760 SAW	K760	20141400742
2609	10	26	90# BREAKER	180	007766M180
2610	10	27	14 CAT BROOM LEMONT	BU 115 UTILITY	QJXS01737
2611	10	27	14 CAT BROOM DUPAGE	BU 115 UTILITY	QJXS01744
2612	10	27	14 CAT BROOM MARKHAM	BU 115 UTILITY	QJXS01745
2616	7	25	14 WESTERN TORNADO SPREAD	TORNADO 8 FT	
2617	7	25	14 WESTERN TORNADO SPREAD	TORNADO 8 FT	1.41209E+16
2618	7	25	14 WESTERN TORNADO SPREAD	TORNADO 8 FT	1.41209E+16
2626	10	26	14 CHI PNEUMATIC HAMMER	RX6750	BE5033249
2627	10	32	14 K760 PARTNER SAW	K760	20143700102
2628	10	33	14 DIAMOND CORING TOOL	DD160 CORING TOOL	17654
2630	10	26	14 72" S/S BUCKET 1100		65SSGP099915
2631	10	26	14 72" S/S BUCKET 1101		65SSGP099916
2632	10	26	14 72" S/S BUCKET 1102		65SSGP099920
2633	10	26	14 72" S/S BUCKET 1103		65SSGP099919
2634	1	5	14 78" S/S BUCKET 1104	78 SS CE	65SSGP087873
2635	1	5	06 78" S/S BUCKET 1174	78 BUCKET	
2636	1	5	10 78" S/S BUCKET 1194	78 BUCKET	
2637	1	5	08 78' S/S BUCKET 1184	78 BUCKET	
2668	13	31	2014 SMOKE EXTRACTOR	SMOKE EXTRACTOR	M2571430013
2669	13	31	2014 SMOKE EXTRACTOR	SMOKE EXTRACTOR	M2571430014
2670	10	32	HONDA EB5000 GENERATOR	EB5000	AJQ0482
2671	10	32	HONDA EB5000 GENERATOR	EB5000	7.86102E+11
2672	10	32	MVC77 PLATE COMPACTOR	MVC77	DH1309254
2674	10	32	MVC80 PLATE COMPACTOR	MVC80 VHW	R6912307
2675	10	32	HONDA GX150 WATER PUMP	GX150	FD1302662
2676	10	32	HONDA GX120 WATER PUMP	GX120	1293421
2678	10	32	BILLY GOAT LEAF BLOWER	QB1103H	31099069
2680	10	32	BILLY GOAT LEAF BLOWER		31099083
2681	10	32	DIAMANT BOART		302520
2682	10	32	MILWAUKEE DYMODRILL	DYMODRILL	798C195370896
2683	10	32	HILTI DD160 CORING DRILL	DD160	17654
2684	10	32	MILWAUKEE DYMODRILL	DYMODRILL	9.80607E+11
2685	10	32	RAZORBACK POWER		10243
2687	10	32	HILTI TE16 HAND DRILL	TE16	04010963BJ07
2690	10	32	AMERICAN PNEUMATIC TOOLS		138736
2691	10	32	ILL RITE DC PUMP		1200G7793
2692	10	32	WAGNER PRO GOLD	834CW15	5059099
2693	10	32	VANGUARD 9 HP ENG	185432	99041949
2694	10	32	CRAFTSMAN 10" TABLE SAW	137.24884	RHY1072
2695	10	32	NORTHROCK PRO 50 4S	PRO 50 4S	B114V1
2696	10	32	AMERITEC INC	5001 PV 1414	458
2697	10	32	MVL88 PLATE COMPACTOR	MVL80VHW	422406
2698	10	32	CHIPPING HAMMER		2080875
2699	10	32	HONDA WB20X WATER PUMP	WB20X	1199164

Equipment

<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
2700	10	32	HUSKY AIR COMPRESSOR	TG38XBWJ1116	ML018000NL
2702	10	32	MVC80 PLATE COMPACTOR	MVC80 VHW	P564706
2703	10	32	WP1550 PLATE COMPACTOR	WP1550	
2704	10	32	ROBIN SUBURU EH34	EH34	1092T32
2705	10	32	HONDA GX120 WATER PUMP	GX120	30301236
2706	10	32	P MAXI 7 BAR		297088
2707	10	32	CP1290 BREAKER	CP1290	106216
2708	10	32	CP1290 BREAKER	CP1290	106214
2709	10	32	MULTIQUIP COMPACTOR		
2710	10	32	HONDA WB20X WATER PUMP	WB20X	
2711	10	32	HONDA EB5000X GENERATOR	EB5000X	8610200215
2712	10	32	CP 240 CHIPPING HAMMER	CP 240	K5-03
2713	10	32	HONDA WB20X WATER PUMP	WB20X	WABT1268165
2714	10	32	HONDA GX120 WATER PUMP	GX120	WABT3026620
2715	10	32	HONDA GX120 WATER PUMP	GX120	WABT3026707
2716	10	32	HONDA GX120 WATER PUMP	GX120	11359107
2719	10	32	CP 1240 90 LB BREAKER	CP 1240	1173
2720	10	32	CP1210 BREAKER 35 LB #49	CP1210	
2721	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	
2722	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	
2723	10	32	SMALL CP DRILL #45	CP1290	
2724	10	32	CP 1260 DRILL HAMMER	CP 1260	MHN122277
2725	10	32	CP 1260 DRILL HAMMER	CP 1260	MHN123160
2726	10	32	MVC82 PLATE COMPACTOR	MVC82VHW	A7416
2727	10	32	MVC82 PLATE COMPACTOR	MVC82VHW	A7440
2728	10	32	MVC82 PLATE COMPACTOR	MVC82VHW	A7887
2729	10	32	2015 EB5000X GENERATOR	EB5000X	EBPC1023204
2730	10	32	2015 EB5000X GENERATOR	EB5000X	EBPC1023205
2731	10	32	STIHL TS420 14" SAW	TS 420 CUT OFF SAW	179333942
2732	10	32	STIHL TS420 14" SAW	TS 420 CUT OFF SAW	179333950
2733	10	32	CP1290 BREAKER	CP1290	MHN131252
2734	10	32	CP1290 BREAKER	CP1290	MHN128046
2735	10	32	CP1290 BREAKER	CP1290	MHN131251
2737	10	32	15 TSURUMI 2" WATER PUMP		14436832392
2738	10	32	90 LB BREAKER		018110M180
2739	10	32	90 LB BREAKER		03H0513
2740	10	32	90 LB BREAKER		120888
2741	10	32	MVC64VH PLATE COMPACTOR	MVC64VH	Y3776CE13
2742	10	32	STIHL TS420 14" SAW	TS 420 CUT OFF SAW	179670133
2743	10	32	15 MVC82 PLATE COMP 4501	MVC82	A7093
2744	10	32	15 MVC82 PLATE COMP 4531	MVC82	A7947
2745	10	32	15 MVC82 PLATE COMP 4538	MVC82	A7949
2746	10	32	14 1260 CHIP HAMMER TIM S	CP 1260	129497
2747	10	32	14 1260 CHIP HAMMER TIM S	CP 1260	123161
2748	10	32	15 MILW 6065 SANDER	6065	752CD15180068
2749	10	32	15 MVC82 PLATE COMP SHOP	MVC82VHW	A7889
2900	10	29	09 FLAGGER CART		
2901	10	29	09 HONDA EU2000I GENERATO	EU2000I	EAAJ 1848142
2902	10	29	09 FLAGGER CART		
2903	10	29	09 HONDA EU2000I GENERATO	EU2000I	EAAJ 1526817
2904	10	29	09 FLAGGER CART		
2905	10	29	09 HONDA EU2000I GENERATO	EU2000I	EAAJ 1891376

<u>Equipment Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
2906	10	29	10 FLAGGER CART		
2907	10	29	10 HONDA EU2000I GENERATO	EU2000I	EAAJ 1987950
2908	10	29	10 FLAGGER CART		
2909	10	29	10 HONDA EU2000I GENERATO	EU2000I	EAAJ 1987951
2910	10	29	10 FLAGGER CART		
2911	10	29	10 HONDA EU2000I GENERATO	EU2000I	EAAJ1961297
2912	10	29	10 FLAGGER CART		
2913	10	29	10 HONDA EU2000I GENERATO	EU2000I	EAAJ 1961298
2914	10	29	10 FLAGGER CART		
2915	10	29	10 HONDA EU2000I GENERATO	EU2000I	EAAJ 1924904
2916	10	29	8500 W TITAN GENERATOR	TG 8500RC REMOTE CNT	150666
2917	10	29	13 HONDA EU2000I GENERATO	EU2000I GEN SET	EAAJ2555094
2919	10	29	13 HONDA EU2000I GENERATO	EU2000I GEN SET	EAAJ2555095
2921	10	29	13 HONDA EU2000I GENERATO	EU2000I	EAAJ2555098
2923	10	29	13 HONDA EU2000I GENERATO	EU2000I	EAAJ2523664
2925	10	32	13 HONDA EU2000I GENERATO	EU2000I	EAAJ2438547
2927	10	32	13 HONDA EU2000I GENERATO	EU2000I	EAAJ2613390
2929	10	32	13 HONDA EU2000I GENERATO	EU2000I	EAAJ2613397
3000	13	39	LINCOLN 452 WELDER	452	KH560475
3001	13	39	MILLER 900-468 WELDER	MILLER 900-468	HJ173820
3001A	10	31	MIG GUN		
3002	13	39	WELDON AC/DC WELDER - SHO	WELDON	A9442Y6
3003	13	39	CIMCEAL COMP SEAL		
3005	13	39	WELDER MILLER - 4346	BOBCAT 225	JD-693370
3006	13	39	WELDER MILLER - ???	MILLER 225G PLUS	KF970581
3007	13	39	WELDER LINCOLN - ?????	LINCOLN 225	
3008	13	39	LINCOLN SAE 400 ARC SHOP	LINCOLN SAE400	F15ECJG0860
3009	13	31	MILLING MACHINE	BRDPART	B22877
3010	13	31	AMERICAN LATHE	C	21700
3012	13	31	WHEEL BALANCER	WB400	S-479-2743
3013	13	31	CUDA-SPRAY WASH CABINET		H20-3754
3014	13	28	I/R T3000 SHOP AIR COMPRE	1999 I/R AIR COMP.	30T888261
3015	13	31	14 UNI-RAM SAND BLASTER	UR007	67784
3016	13	31	07 KARCHER SHOP PRESSURE	HDS NG 5.0/3.0 Eb ST	160284
3017	10	31	99 55" CRUMBER DIRT SQUEE	XC-745 55" CRUMBER	
3018	13	31	34 FACTORY CAT SWEEPER	34 FACTORY CAT SWEEP	34-10902
3019	13	31	01 AALADIN FOR SALE SHOP	833310 TUFF	74569
3020	13	31	01 LAWN TRACTOR MOWER	SCOTTS 2046H	GX2046S043901
3021	1	25	14 PROTEC 16' SNOW PUSHER	PROTEC 16' SNNOWPLOW	40808 / 4974
3022	1	25	14 PROTEC16' SNOW PUSHER	16' PROTEC SNOWPLOW	43830 / 5261
3023	1	25	14 PROTEC 18' SNOW PUSHER	PROTEC 18' SNOWPLOW	44286 / 5262
3024	1	25	14 PROTECH 8' SNOW PUSHER	SP08S	41730
3025	13	31	PAINT BOOTH		
3026	20	29	LEMONT 2014 Cummins 20Kw	4W166F	1239043
3027	1	25	02 PROTEC 10' SNOW PUSHER	PROTEC 10' SNOWPLOW	7100
3028	1	25	02 PROTEC 8' SNOW PUSHER	PROTEC 8' SNOWPLOW	7264
3029	1	25	14 PROTEC 18' SNOW PUSHER	PROTEC 18' SNOWPLOW	44304 / 7272
3030	7	25	02 4243 SWENSON SALT SAND	204 SS 12'LX84"WX54"	
3031	1	25	14 PROTECH 18' SNOW PUSHE	SP18L	42935
3032	10	27	00 CON TARGET SAW 13 HP	MCS II MINI CON	312094MINICON
3033	2	37	LARGE HOPPER INSERT	LARGE PAVER INSERT	
3034	2	37	SMALL HOPPER INSERTT	LARGE PAVER INSERT	

Equipment

<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
3035	1	32	03 7" BARRIER FOR SALE WA	LIFTALL BARRIERCLAMP	ML01679
3037	1	32	03 7" BARRIER FOR SALE WA	LIFTALL BARRIERCLAMP	ML02096
3039	1	32	03 WALL CLAMP (SCRAPPED)	LIFTALL BARRIERCLAMP	ML30020
3040	10	26	04 I/R 90 LB BREAKER	MX90A	G03F16658
3041	10	26	04 I/R 90 LB BREAKER	MX90A	G03L29569
3042	10	26	04 I/R 90 LB BREAKER	MX90A	G03L29588
3043	10	26	04 I/R 90 LB BREAKER #93	MX90A	G03L29593
3044	10	26	04 I/R 90 LB BREAKER	MX90A	G04B07628
3045	10	26	04 I/R 90 LB BREAKER	MX90A	G04B07631
3046	10	39	2004 PLASTIC WELD GUN	DURATHERM GUN/DT 2 B	218943
3049	8	548	20' STEEL STORAGE CONTAIN	20' STEEL STORAGE CO	
3050	8	548	20' STEEL STORAGE CONTAIN	20 FT STORAGE CONTAI	
3051	8	548	20 FT STEEL CONTAINER #58	TYPE 21 - TRAILOR	2145
3052	8	548	20 FT STEEL CONTAINER UNA		
3053	7	25	05 8' WESTERN 2 CY 3934	V-BOX ICEBREAKER 8'	5.11063E+16
3054	7	25	WESTERN 8 cu. ft. SALT SA	1000 LOW PROFILE SPR	
3054A	7	25	WESTERN 8 cu. ft. SALT SA	1000 LOW PROFILE SPR	
3055	1	32	06 BARRIER WALL CLAMP	KM932MB 6/10 BARRIER	QL14579
3056	1	32	06 WALL CLAMP (SCRAPPED)	KM932MB6/10 BARRIER	QL14576
3057	1	9	6 FT GRADING BUCKET	6 FT GRADING BUCKET	
3058	1	9	4 FT GRADING BUCKET	4 FT GRADING BUCKET	
3059	1	9	40" ROCK BUCKET	WAS 1415 BUCKET	
3060	1	9	GRADALL 40" ROCK BUCKET	BUCKET	
3061	1	9	GRADALL EXC. 36" CONVERTE	BUCKET	
3062	1	9	42" ROCK BUCKET		
3063	13	39	WELDER MILLER 4351 JOHN	275 TRAILBLAZER	LF335972
3065	1	25	06 PROTEC 12' SNOW PUSHER	PTO518	24749
3066	10	32	07 ONAN GENERATOR IN 4908	10.0HDKCC	K060989217
3067	13	31	SHOP FUEL FILTER PUMP CAR	FABRICATED TOOL	
3068	13	31	SHOP MOBILE TRAILER LIGHT	FABRICATED	
3069	13	39	LINCOLN WELDER - # 4349	RANGER 10,000 PLUS	
3070	11	547	AIR CONDITIONER DUPAGE OF		
3071	10	27	07 ASPHALT CUTTER	MODEL 1800M ROTO CUT	
3072	1	10	MINNICH H5 HYD DRILL RACK	H5 W/20" STROKE	3243-20
3073	1	10	07 MINNICH DUST COLLECTIO	A12200-00005	
3074	10	27	TARGET SAW 14 HP - GARY Z	MC-18	405795
3075	10	39	MILLER 251 WELDER (LISBON	BIG BLUE 251	KJ119923
3076	1	9	42" ROCK BUCKET - 1416		
3077	1	9	72" GRADING BUCKET - 1416		
3078	1	50	07 42" ROCK BUCKET	42" ROCK BUCKET	13256 - 61409A
3079	1	9	02 72" GRADING BUCKET	72" GRADING BUCKET	
3080	1	9	72" GRADING BUCKET	72" BUCKET	
3081	1	9	24" GRADALL TRENCHING BUC	24" BUCKET	
3082	13	31	10 TON AIR/HYD FLOOR JACK	AFF3135 10TON FLOOR	
3083	1	9	60 " SLAB REMOVAL BUCKET		
3084	1	6	BUCKET 60" STDP DUTY	STDP DUTY 60 " V39 A	RH81653
3085	1	6	BUCKET 54" STDP DUTY	STDP DUTY 54 " V39 A	RH81654
3086	13	31	HYPERTHEM PLASMA CUTTER	POWERMAX 1100	1100-010192
3087	2	26	BUCKET HENSLEY 54" PC228		40588
3088	1	3	15 CAT 114" BUCKET		B1F02616
3089	13	31	ALUMINUM MIG WELDER	RX CONTROL	LA140165
3090	1	50	2 FT ROCK BUCKET		

<u>Equipment</u>					
<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
3091	1	32	08 9" - 16" BARRIER WALL	KL 9000	SF1700070208A9
3093	1	32	02 9" BARRIER FOR SALE WA	LIFTALL BARRIER CLAM	ML01664
3095	1	32	08 KENCO WALL CLAMP	KL9000	SF264102T0849
3096	1	32	08 KENCO WALL CLAMPS	KL9000	SF265102708A9
3097	1	32	12' -6" BARRIER WALL	12'-6" BARRIER WALL	
3098	1	5	78" SKIDSTEER BUCKET	78" SKIDSTEER BUCKET	65SSGP075397
3099	1	5	78" SKIDSTEER BUCKET	78" SKIDSTEER BUCKET	65SSGP086598
3100	1	26	06 CAT H63 BREAKER DUPAGE	H63	4GL05893 - PATTEN #8
3101	1	26	06 CAT H63 BREAKER NAP PR	H63	4GL05894 - PATTEN #8
3102	1	26	06 CAT H63 BREAKER LEMONT	H63	4GL05895 - PATTEN #8
3103	1	26	06 CAT H63 BREAKER MARKHA	H63 MA1	04GL06031
3104	1	26	06 CAT H63 BREAKER RRANK	H63 MA1	04GL06032
3105	1	26	06 CAT H63 BREAKER PAUL O	H63 MA1	04GL06033
3106	1	26	08 Stolen 4814CAT H65 DAN	H65 D	BYT01273
3107	1	5	BUCKET	BUCKET	
3108	10	26	KENT KF4 BREAKER SHOP SPA	KF4	428914
3109	1	26	13 TRAMAC V1800 BREAKER 5	13 TRAMAC V1600 BREA	V180A50246
3110	1	26	06 CAT PC210 S/S MILL DUP	40" MILLING HEAD	GDR00241 - PATTEN #8
3111	1	26	06 CAT PC210 S/S MILL NAP	40" MILLING HEAD	GDR00243 - PATTEN #8
3112	1	26	06 CAT PC210 S/S MILL MAR	40" MILLING HEAD	GDR00253 - PATTEN #
3113	1	26	06 CAT PC210 S/S MILL LEM	40" MILLING HEAD	GDR00121
3114	1	26	06 CAT PC210 S/S MILL	40" MILLING HEAD CAT	0GDR00103
3115	1	26	14 CAT PC310B S/S MILL HE	PC310B MILL HEAD	0LZP00287
3116	1	26	14 CAT PC310B S/S MILL HE	PC310B MILL HEAD	0LZP00298
3117	1	26	14 CAT PC310B S/S MILL HE	PC310B MILL HEAD	0LZP00303
3118	1	26	14 CAT PC310B S/S MILL HE	PC310B MILL HEAD	0LZP00309
3119	1	26	14 CAT PC310B S/S MILL HE	PC310B MILL HEAD	0LZP00330
3120	1	26	96 60" LOADER FORKS - 113	BALDERSON 950 FORKS	3WL31176
3121	1	26	96 60" LOADER FORKS - 114	BALDERSON 950 FORKS	3WL31177
3122	1	26	99 60" LOADER FORKS - 115	BALDERSON 950 FORKS	79321
3123	1	26	01 60" LOADER FORKS - 115	BALDERSON950 FORKS	ART00245
3124	1	26	03 60" LOADER FORKS - 116	BALDERSON 950 FORKS	BLH00485
3125	1	26	06 CAT S/S FORKS		65SSFP033266
3126	1	26	05 60" LOADER FORKS	ACS 60" FORKS	758107995A
3127	1	26	08 48" S/S FORKS - 1184	CAT	65SSFP010901
3128	1	26	06 48" S/S FORKS - 1175	CAT 48" FORKS	65SSFP033266
3129	1	26	06 48" S/S FORKS - 1176	CAT 48" FORKS	65SSFP033267
3130	1	26	06 48" S/S FORKS -1177	CAT 48" FORKS	65SSFP034920
3131	1	26	06 48" S/S FORKS	CAT 48" FORKS	65SSFP012215
3132	1	26	03 48" S/S FORKS - 1166 T	BF-11-45	
3133	1	26	04 60" LOADER FORKS - 116	BALDERSON 60" FORKS	
3134	1	3	15 CAT LOADER FORKS	950G 950H 962 G	B1H03537
3135	1	26	06 60" LOADER FORKS - 118	BALDERSON 60" FORKS	
3136	10	26	11 78" SS BUCKET		
3140	1	26	96 MATERIAL HANDL ARM 113	BMHA950	3WL31178
3141	1	26	96 MATERIAL HANDL ARM 114	BMHA950	3WL31179
3142	1	26	06 MATERIAL HANDL ARM 118	GBA CWTS PRODUCTS	
3143	10	26	09 CONE RETREIVAL PLATFOR	Cone Retrival Platfo	HOMEMADE
3144	10	26	09 CONE RETREIVAL PLATFOR	Cone Retrival Platfo	
3145	10	26	09 CONE RETREIVAL PLATFOR	Cone Retrival Platfo	
3146	10	26	09 CONE RETREIVAL PLATFOR	Cone Retrival Platfo	
3147	10	26	09 CONE RETREIVAL PLATFOR	Cone Retrival Platfo	

Equipment

Number	Class	Type	Description	Equipment Model	Serial Number
3148	10	26	09 CONE RETREIVAL PLATFOR	Cone Retrival Platfo	
3149	10	26	09 CONE RETREIVAL PLATFOR	Cone Retrival Platfo	
3150	7	25	09 TRYNEX 2 cy 8550 V-MAX	TRYNEX 8500 V-MAXX	NO S/N
3151	7	25	14 WESTERN 8' SALT SPREAD	1.8CY TORNADO SPREAD	1.40127E+16
3152	1	26	14 CAT H65E S/S BREAKER	H65E SSL BREAKER	3X800745
3153	1	26	14 CAT H65E S/S BREAKER	H65E SSL BREAKER	3X800746
3154	1	26	14 CAT H65E S/S BREAKER	H65E SSL BREAKER	3X800797
3159	1	26	15 CAT PC310B MILL	PC310 MILL	0LZP00395
3160	1	26	14 CAT PC310 MILL	PC310 MILL	LZP00278
3161	1	26	04 Alitec 20" MILL	Alitec 20" MILL	
3162	10	26	14 DOZER BLADE S/S ATTACH		10203522
3163	10	26	10 - 78" SPARE SKIDSTEER	78" SKID STEER SS CE	65SSGP031638
3164	10	26	78" SKIDSTEER BUCKET	279-5377	65SSGP037527
3165	10	26	78" NEW SKIDSTEER BUCKET	279-5377	65SSGP060185
3166	1	26	97 20" MILL HEAD/1162 CA	ALETEC CP20	93CX00074
3167	10	25	WESTERN (4077) 8' PLOW	8'	
3168	10	25	WESTERN (4078) 8' PLOW	8'	
3169	13	31	2010 JET HVBS-7MW BANDSAW	HVBS-7MW	91238460
3170	13	31	5500 LB CAPACITY PALLET J	2ZE58 5500 LB CAP	
3171	2	421	5 METER BUMP MACHINE	5 METER PST BUMP MAC	NA
3172	10	27	STIHL CHAINSAW		254834145
3173	3	26	CONCRETE PUSHER OLD MOLDB	ADAPTED/EXTENDED MOL	HOMEMADE
3174	7	25	02 WESTERN (3934) 7 1/2'	8 FT PLOW	
3175	7	25	06 WESTERN (3987) 7 1/2 F	8 FT SNOW PLOW	
3176	7	25	11 WESTERN (4059) 8 FT PR	PRO STRAIGHT 8 FT PL	
3177	7	25	10 MEYER 2 cy 4059 POLYHA	POLYHAWK BOX 2 CYL	
3178	13	31	AIR/HYD FLOOR JACK 20,000	FSJ-200	77-007560
3179	1	32	11 KENCO WALL CLAMP	KL9000	SF78050411A9
3180	1	32	11 KENCO WALL CLAMP	KL9000	SF50031011A9
3181	3	32	BIDWELL WORK BRIDGE-SMALL		
3182	3	32	WORK BRIDGE - BIGGER TIRE		
3183	10	32	14 HP TARGET WALK BEHIND	MC-18	395135
3184	1	26	48" S/S FORKS	48" FORKS	6712927
3185	7	25	MONROE 12' 4264 AGG/SALT	MSV-144-84-56 S/S HY	
3186	1	9	6 FT GRADING BUCKET	6 FT GRADING BUCKET	
3187	3	32	28' WORK BRIDGE 14" WIDE	2482 WERNER TASK MAS	52918-01
3188	7	25	8' Meyer 2 cy PolyHawk SA	2CY POLYHAWK V-BOX S	0112-48756
3189	10	25	WESTERN (4060) 8' PRO PLO	8' PRO-PLOW ULTRA MO	1.1033E+16
3190	1	9	40" ROCK BUCKET	40" ROCK BUCKET	
3191	1	9	40" ROCK BUCKET	40" ROCK BUCKET	
3192	10	26	02 CAT 320 24" BUCKET	24" BUCKET CAT 320	91802351
3193	10	26	24" GRADALL ROCK BUCKET		
3194	10	26	24" GRADALL PVMT RMVL BUC		
3195	1	5	72" CAT SKIDSTEER BUCKET	2795372	65SSGP040382
3196	10	26	40" Pvmt Removal Bucket (40" Pvmt. Removal Bu	
3197	1	26	96 BALDERSON ARM	BALDERSON MATERIAL A	N/A
3198	1	26	96 BALDERSON ARM	BALDERSON MATERIAL A	N/A
3199	1	26	24" GRADING GRADALL BUCKE	24" GradIng Gradall	NA
3200	10	8	06 TOP CON 8051XT ROVER	HIPER XT BASE SYSTEM	360-0392 & 360-0472
3201	27	56	07 ROVER TOPCON	ROVER	2513345 & 729835
3202	27	56	07 SAS PAVER SONIC TRACKE	SAS PAVER SONIC TRAC	10327555, 562, & 5
3203	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809708242

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<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
3204	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA32	809708249
3205	27	56	08 ROVER AIRLINK RAVEN	RAVEN AIRLINK CDMAC3	809708288
3206	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809708296
3207	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809708300
3208	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809708902
3209	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809708973
3210	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809708977
3211	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809709775
3212	27	56	08 ROVER AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809709792
3213	27	56	08 MACHINE AIRLINK RAVEN	AIRLINK RAVEN CDMAC3	809708269
3214	27	56	08 MACHINE AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809708965
3215	27	56	08 MACHINE AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809709011
3216	27	56	08 MACHINE AIRLINK RAVEN	AIRLINK RAVEN CDMA C	809709759
3217	27	56	08 MACHINE AIRLINK RAVEN	MODEM AIRLINK RAVEN	809710191
3220	27	56	08 GPS BASE STATION	BASE STATION 10HZGGD	403-0397 & 231-0425
3221	27	56	08 GPS BASE STATION	BASE STATION 10HZGGD	403-0405 & 231-0478
3222	27	56	08 MILLIMETER ROVER GPS	MM-GPS.ROVER PZS-1	941062
3222A	27	56	08 LAZER BASE MM PZL 1 W	MILLIMETER GPS	OW1136
3223	27	56	08 SOFTWARE TO RUN TOPCON	CARLSON TAKEOFF 2009	3149824-4F27ACO-1111
3224	27	56	08 HIPER XT GGD BASE & RO	HIPER XT & ROVER 3D	H=360-0299 R=251-33
3230	27	56	08 ROVER CONTROLLER FOR B	08 DC-FC-120 128 MB	A30051
3231	27	56	08 ROVER CONTROLLER FOR B	DC-FC 120 128 MB W/P	A30074
3232	27	56	08 ROVER CONTROLLER FOR B	DC FC 120 128 MB W/P	A30077
3233	27	56	09 TOP CON DC FC ROVER 25	09 TopCon 60673 DC F	A30400
3234	27	56	TOPCON HIPER XT B/R		362-0168
3235	27	56	TOP CON FC100	TOPCON FC100	729833
3236	27	56	SAS 9142 SONIC TRACKER II	9142	11433
3237	27	56	SAS 9142 SONIC TRACKER II	9142	11687
3238	27	56	SAS 9142 SONIC TRACKER II	9142	11685
3239	27	56	SAS 9142 SONIC TRACKER II	9142	11693
3240	27	56	SAS 9142 SONIC TRACKER II	9142	11665
3241	27	56	SAS 9142 SONIC TRACKER II	9142	11698
3242	27	56	TOPCON HIPER II		763-00245
3243	27	56	TOPCON QS 3" ROBOT		P10949
3244	27	56	TOPCON HIPER II		832-10003
3245	27	56	TOPCON HIPER V		1133-10009
3246	27	56	TOPCON HIPER V		1133-10017
3247	27	56	GX-60 CONTROL BOX		757-13386
3248	27	56	TOPCON QS 3" ROBOT		P10586
3249	27	56	GX-60 CONTROL BOX		757-12383
3250	27	56	TOPCON PZL-1A		X60219
3251	27	56	TOPCON PZL-1A		X60221
3252	27	56	TOPCON PZS-MC SENSOR		951124
3253	27	56	TS15 ROBOTIC TOTAL STATIO	TS15 STATION	1621562
3254	27	56	TOPCON MC-R3 TRIMMER SYST	MC-R3 TRIMMER	648-0168
3255	27	56	TOPCON LEGACY E+ BASE	LEGACY E+ BASE	340-0280
3256	27	56	TOPCON PZL-1 LASER	MM LASER GEN 2	OW1583
3257	27	56	TCP 1201+		260745
3258	27	56	TCP 1201+		260444
3259	27	56	TCP 1201+		260743
3260	27	56	LEICA CONTROLLER RX1250TC	RX1250TC	319582
3261	27	56	MAC 1310		8D3-1855

<u>Equipment</u>					
<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
3262	27	56	MPC 1310		3013
3263	27	56	MPC 1311		8D3-2300
3264	27	56	MPC 9500C DATA COLLECTOR		
3265	27	56	TRIMBLE ROBOTIC STATION	MT1000	96512751
3266	27	56	GPS HIPER V ROVER	TOP1001995-03KIT	1133-10158
3267	27	56	GPS HIPER V ROVER	TOP1001995-03KIT	1133-10159
3268	27	56	GPS HIPER V ROVER	TOP1001995-03KIT	1133-10160
3269	27	56	GPS FC500 CONTROLLER	TOP1003045-01KIT	148199
3270	27	56	GPS FC500 CONTROLLER	TOP1003045-01KIT	148389
3271	27	56	GPS FC500 CONTROLLER	TOP1003045-01KIT	145624
3272	27	56	GPS CS20 CONTROLLER	CS20 FIELD CONTROLLE	2420214
3300	10	32	MVC77H 200# PLATE COMPACT	MVC77H	ID15213
3301	10	32	MVC77H 200# PLATE COMPACT	MVC77H	LK11726
3302	10	32	AALADIN PRESSURE WASHER W	12-420 PRESSURE WASH	74652
3303	10	32	HUSQVARNA K1250 JUNKED	K1250 14" CUT OFF SA	91400033
3304	10	32	HONDA WB20X 2" CENTR PUMP	WB20X 2" PUMP	WART1268165
3305	10	32	NO STAR 10616 2"CENT PUMP	10616 2 " CENT PUMP	112579
3306	10	32	KOSHIN SEH50X 2" CENT PUM	SEH50X 2" CENT. PUMP	10601154
3307	10	32	NO STAR 10616 2 CENT PUMP	10616 2" CENT PUMP	112579
3308	10	32	ALLEN ENGINEERING CURE CA	7560XL	75X0914001
3309	10	32	VIKING PUMP 760100 CURE C	760100	1176766
3310	10	32	OMS201A CURE CART	OMS201A	FIC12795
3311	10	32	HONDA WB20X 2" CENT PUMP	WB20X 2" CENT PUMP	1165776
3312	10	32	HONDA WB20X 2" CENT PUMP	WB20X 2" CENT PUMP	1198901
3313	10	32	KOSHIN SEH50X 2"CENT PUMP	SEH50X	11001050
3314	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20113500324
3315	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20113701284
3316	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20121200118
3317	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20121200128
3318	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20121901390
3319	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20121901402
3320	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20123300636
3321	10	32	TOKU TCH4B CHIPPING HAMME	TCH4B 4 BOLT CHIPPIN	5022
3322	10	32	TOKU TCH4B CHIPPING HAMME	TCH4B 4 BOLT CHIPPIN	5040
3323	10	32	CP 4 BOLT CHIPPING HAMMER	CP 4 BOLT CHIPPING H	080724019N
3324	10	32	TOKU TJ15 35# ROCK DRILL	TJ15 35 # ROCK DRILL	12B120
3325	10	32	TOKU TJ15 35# ROCK DRILL	TJ15 35 # ROCK DRILL	12B141
3326	10	32	TOKU TJ15 35# ROCK DRILL	TJ15 35 # ROCK DRILL	12A020
3327	10	32	TOKU TJ15 35# ROCK DRILL	TJ15 35 # ROCK DRILL	12B025
3328	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20113500326
3329	10	32	STIHL CHIPPING HAMMER T L	T5420	
3330	10	32	22 LB CHIPPING HAMMER SHO	TCH4	205044
3331	10	32	22 LB CHIPPING HAMMER SHO	TCH4	
3332	7	422	2013 AMCO VEBAA 811T CRANE	AMCO VEBAA 811T CRAN	
3333	10	32	HUSQVARNA K760 14" CUT OF	K760 14" CUT OFF SAW	20121901460
3334	10	32	PRESSURE WASHER 3500PSI	BX373539	H1213-11070280-16253
3335	10	32	PARTNER K950 JUNKED OUT	K950 ACTIVE	968-30-14-00 / 02 12
3336	10	32	PLATE COMPACTOR	MVC-80VHW	R6928
3337	10	32	PRESS WASHER MARKHAM/NAP	EP-352009A	H5113-11060280-16069
3338	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D1418E1000967
3339	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D141XE1000968
3340	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D1411E1000969

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<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
3341	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D1418E1000970
3342	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D141XE1000971
3343	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D1411E1000972
3344	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D1413E1000973
3345	10	29	14 LIGHT TOWER 4KW WANCO	WLT-4MK6	5F13D1415E1000974
3917	7	40	01 F150 JOB TRK F/T TIM S	2001 FORD F150	2FPTF17L81CA54756
3929	7	40	TRADED -00 CHEVY 2500 JOB	2000 CHEVY 2500	1GCGC24R5YR177917
3930	7	40	00 CHEVY 2500 JOB TRK SHO	2000 CHEVY 2500	1GCGC24R1 - YR177979
3931	7	40	00 CHEVY 2500 JOB TRK New	2000 CHEVY 2500	1GCGC24R5 - YR177984
3934	7	40	02 F350SD 4 WHL NEEDS U J	2002 F350 SDW/PLOW 7	1FTSF31L4 - 2EB28457
3936	7	40	02 F150 JOB TRK F/T MARKH	2002 FORD F150	1FTPF17L62NB18840
3957	7	40	03 F150 JOB TRK F/T NAP P	2003 FORD F150 7000	2FTPF17L13CA67187
3960	7	40	03 F150 SHOP	2003 FORD F150 7700	2FTPF17L13CA67190
3974	7	40	05 F150 JOB TRK MARK L #9	2005 FORD F150	1FTVF1255 - 5NA81705
3978	7	40	TRADED - 05 F150 JOB TRK	2005 FORD F150	1FTVF12525NA81709
3979	7	40	06 F150 LUCAS SHOP MECHAN	2006 FORD F150	1FTVF125X - 6NA24692
3980	7	40	06 F150 JOB TRK LEMONT	2006 FORD F150	1FTVF12536NA31189
3985	7	40	06 F150 JOB TRK LEMONT	2006 FORD F150	1FTVF12576NA31194
3987	7	40	06 F350SD FRANK #32 190 W	2006 F350 SDW/PLOW 7	1FTWF31536EB82311
3988	7	40	06 F150 CORING ASHOK P #2	FORD F150	1FTVF12546NB45315
3989	7	40	TRADED - 06 F150 JOB TRK	FORD F150	1FTVF1256 - 6NB45316
3990	7	40	06 F150 CHUCK D 7/15/13	FORD F150	1FTVF12596NB52793
3991	7	40	06 F150 F/T - INV MARK L#	FORD F150	1FTVF12506NB52794
3992	7	40	06 F150 SHOP RUNNER LIFTG	FORD F150	1FTVF12526NB52795
3993	7	40	06 F150 F/T DAN C #58 I	FORD F150	1FTVF12546NB52796
3994	7	40	06 F150 TRADED 2014PROFIL	FORD F150	1FTVF1259 - 6NB73773
3996	7	40	06 F150 F/T EXTRA SPRINGS	FORD F150	1FTVF12526NB73775
3997	7	40	06 F150 JOB TRK DAN C #58	FORD F150	1FTVF12546NB73776
3998	7	40	06 F150 SHOP SPARE	FORD F150	1FTVF12566NB73777
4006	12	40	07 FORD RANGER TURN IN 14	2007 FORD RANGER	1FTYR14D97PA13214
4007	12	40	07 FORD TURN IN 14 RANGER	2007 FORD RANGER	1FTYR14D07PA13215
4008	12	40	07 FORD TURN IN 14 RANGER	2007 FORD RANGER	1FTYR14D97PA15397
4009	12	40	07 FORD RANGER -TOTALED	2007 FORD RANGER	1FTYR14D07PA15398
4010A	10	28	03 DEWALT AIR COMPRESSOR	2003 DEWALT D55270	23336
4011	7	40	TRADED - 07 F150 SHOP SAL	F150	1FTVF12567NA46125
4012	7	40	07 F150 FRANK R #32 J EGA	F150 XL	1FTVF1258 - 7NA46126
4013	7	40	07 F150 GARY Z #51 SPARE	F150 XL	1FTVF125X7NA46127
4015	7	40	TRADED - 07 F150 T/B MARK	F150 XL	1FTVF1253 - 7NA46129
4016	7	40	07 F150 JOB TRK MARKHAM F	F150 XL	1FTVF125X - 7NA46130
4018	12	40	07 L RANGER	RANGER	1FTYR14U87PA97493
4019	12	40	07 L RANGER ASHOK P #21 H	RANGER	1FTYR14U77PA98747
4020	12	40	07 L RANGER JAY #191 RO	RANGER XLT	1FTYR14U97PA98748
4021	12	40	07 L RANGER BHAVESH PATEL	RANGER XLT	1FTYR14U37PA98745
4022	7	40	07 F150 SHOP RUN Eng Rplc	F150 XL	1FTVF12547KD31696
4023	7	40	07 F150 FRANK R #32 F CIN	F150 XL	1FTVF12587KD31698
4024	7	40	07 F150 JOB TRK LEMONT	F150 XL	1FTVF12567KD31697
4025	12	40	08 L RANGER GIRISH TAILOR	RANGER	1FTYR14U78PA70478
4029	12	40	08 L RANGER JAY P #191 GI	RANGER	1FTYR14U98PA70482
4030	7	40	08 F150 JAY P #191 JAMES	F150	1FTVF12508KD25282
4031	7	40	08 F150 JAY P #191BRAD GU	F150	1FTVF12548KD25284
4032	7	40	08 L F150 ASHOK P #21 SHA	F150	1FTVF1255 - 8KD35113
4033	7	40	08 L RANGER SHOP SPARE GR	2008 RANGER	1FTYR14U98PA77416

<u>Equipment</u>					
<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
4034	7	40	08 F150 DAN C #58 JIM TAF	F150	1FTVF1252 - 8KD25283
4036	7	40	10 FORD F150 FRANK R I 90	F150	1FTPF1CV5AKC32819
4037	7	40	10 FORD F150 BOB S #26	F150	1FTPF1CV1AKC32820
4038	7	40	10 FORD F150 MARK L #94	F150	1FTPF1CV3AKC32821
4039	7	40	10 FORD F150 MARK L #94 N	F150	1FTPF1CV-5AKC32822
4040	7	40	10 FORD F150 SHOP STEVE N	F150	1FTPF1CV7AKC32823
4041	7	40	10 FORD F150 GARY Z #51 R	F150	1FTPF1CV9AKC32824
4042	7	40	10 FORD F150 MARK L #94 B	F150	1FTPF1CV0AKC32825
4043	7	40	10 FORD F150 MARK L #94 R	F150	1FTPF1CV2AKC32826
4044	7	40	10 FORD F150 JUSTIN S #16	F150	1FTPF1CV4AKC32827
4045	7	40	10 FORD F150 F/T MARK L#	F150	1FTPF1CV6AKC32828
4046	7	40	10 FORD F150 GARY Z #51 T	F150	1FTPF1CV8 - AKC32829
4047	7	40	10 FORD F150 DOMINIC SHOP	F150	1FTPF1CV4AKC32830
4048	7	40	10 FORD F150 JOE D #55 J	F150	1FTPF1CV6AKC32831
4049	7	40	10 FORD F150 JOE D #55 A	F150	1FTPF1CV8AKC32832
4050	7	40	10 FORD F150 CHUCK D #27	F150	1FTPF1CVXAKC32833
4051	7	40	10 FORD F150 GARY Z #51 V	F150	1FTPF1CV1AKC32834
4052	7	40	10 FORD F150 JOSH BARRETT	F150	1FTPF1CV3AKC32835
4053	7	40	10 FORD F150 GARY Z MarkW	F150	1FTPF1CV5AKC32836
4054	7	40	10 FORD F150 F/T GARY Z #	F150	1FTPF1CV7-AKC32837
4055	7	40	10 FORD F150 GARY Z #51 M	F150	1FTPF1CV9AKC32838
4056	7	40	10 FORD F150 TIM S # 172	F150	1FTPF1CV0AKC32839
4057	7	40	10 FORD F150 RYAN SCOTT	F150	1FTPF1CV7AKC32840
4058	7	40	10 FORD F150 JOE R #121 P	F150	1FTPF1CV9AKC32841
4059	7	40	11 FORD F350 PLOW 8' MARK		1FTRF3B66BEA65837
4060	7	40	12 FORD F350 PLOW 8' JOE	F350	1FTRF3B68 - CEA93060
4061	7	40	13 FORD F150 TIM L #220	F150	1FTPF1CFXDKE40837
4062	7	40	13 FORD F150 DEAN S	F150	1FTPF1CF1DKE40838
4063	7	40	13 FORD F150 SHOP SPARE	F150	1FTPF1CF3 - DKE40839
4064	7	40	13 FORD F150 SHOP SPARE	F150	1FTPF1CFXDKE40840
4065	7	40	13 FORD F150 SHOP SPARE	F150	1FTPF1CF1DKE40841
4066	7	40	14 FORD F150	F150	1FTPF1CF7EKE10342
4067	7	40	14 FORD F150	F150	1FTPF1CF9EKE10343
4068	7	40	14 FORD F150	F150	1FTPF1CF0EKE10344
4069	7	40	14 FORD F150	F150	1FTPF1CF2EKE10345
4070	7	40	14 FORD F150	F150	1FTPF1CF4EKE10346
4071	7	40	14 FORD F150	F150	1FTPF1CF6EKE10347
4072	7	40	14 FORD F150-MUKESH PATEL	F150	1FTMF1CMXEKE33423
4073	7	40	14 FORD F150-RAJ PATEL	F150	1FTMF1CM1EKE33424
4074	7	40	14 FORD F150-NITIN PATEL	F150	1FTMF1CM3EKE33425
4075	7	40	14 FORD F150-PARANJ PATEL	F150	1FTMF1CM5EKE33426
4076	7	40	14 FORD F150-RAMESH PATEL	F150	1FTMF1CM7EKE33427
4077	7	40	15 FORD F350 PLOW- O'Hare	15 FORD F350	1FTRF3B6XFEC03014
4078	7	40	15 FORD F350 PLOW- Tony F	15 FORD F350	1FTRF3B61FEC03015
4086	7	40	90 F250 MARKHAM WELD TRK	1990 FORD F250	1FTEF25Y1LLA79101
4086A	13	39	MARKHAM WELDER		
4086B	10	28	MARKHAM COMPRESSOR	185WJD	260844ULG327
4100	4	41	12 MACK CXU613 - 5053	CXU613	1M1AW07Y4CM020148
4102	4	41	07 MACK CXN613 L-5114-SUL	CXN613	1M1AK06Y67N022206
4103	4	41	07 MACK CXN613 M-5113-JOH	CXN613	1M1AK06Y87N-022207
4104	4	41	07 MACK CXN613 N-5243-KEE	CXN613	1M1AK06YX7N022208
4105	4	41	07 MACK CXN613 GPS	CXN613	1M1AK06Y17N022209

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<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
4106	4	41	07 MACK CXN613 M-5120-VAC	CXN613	1M1AK06Y87N022210
4108	4	41	10 MACK CXU613 M-5237-WIL	CXU613	1M1AW02Y4AN011125
4109	4	41	10 MACK CXU613 L-5133-SKE	CXU613	1M1AW02Y6AN011126
4111	4	41	10 MACK CXU613 S-5132-MAC	CXU613	1M1AW02Y8AN011127
4112	4	41	10 MACK CXU613 M-5236-CHA	CXU613	1M1AW02YXAN011128
4113	4	41	10 MACK CXU613 S-5240-SEA	CXU613	1M1AW02Y1AN011129
4114	4	41	11 MACK CXU613 GPS	CXU613	1M1AW02Y1BM013664
4115	4	41	12 MACK GU713	GU713	1M1AX04Y8CM - 012183
4116	4	41	12 MACK GU713	GU713	1M1AX04YXCM012184
4180	4	41	85 MACK R686ST JOB SITE	TRACTOR JOB SITE	1M2N179YXFAO99316
4240	4	41	97 CH613 L- BOY 5094 GPS	TRACTOR-LOWBOY-BRIAN	1M1AA18Y9VW080601
4243	4	41	97 MACK CH613 AGG/SALT SA	TRACTOR AGG/SALT SPR	1M2AA13Y1VW076917
4250	4	41	98 CH613A LOW BOY-TOM-509	CH613A LOW BOY	1M1AA18Y4WW001834
4250A	4	41	WET KIT		
4254	4	41	98 MACK RD688S S-5176 GPS	98 MACK RD688S R/D	1M1P270Y7WM042089
4254A	4	41	WET KIT		
4255	4	41	98 MACK RD688S S-5106-TUR	98 MACK RD688S R/D	1M1P270Y3WM042090
4255A	4	41	WET KIT		
4256	4	41	00 MACK RD688S S-5245-REI	RD688S	1M1P270Y9YM055316
4257	4	41	00 MACK RD688S S-5246-SAL	RD688S	1M1P270Y0YM055317
4258	4	41	00 MACK RD688S S-5225	RD688S	1M1P270Y2YM055318
4264	4	41	00 MACK CH613 AGG/SALT SP	TRACTOR - SHOP	1M2AA13Y71W 133552
4266	4	41	01 MACK RD688S R6-5191 GP	RD688S	1M1P270Y61M-061449
4270	4	41	01 MACK CH613 S-5094 GPS	2001 C613	1M2AA18Y1W136342
4270A	4	41	WET KIT		
4280	4	41	06 MACK CXN 613 - 5006 BR	CXN 613	1M2AK07Y27N-017465
4289	4	41	03 MACK RD688S R6-5161 RO	MACK RD688S	1M1P270YX3M066351
4290	4	41	10 MACK CXU 613 LOWBOY 50	CXU613	1M2AW07Y2AN011130
4338	7	42	01 FORD F550 Justin M	FORD F550	1FDAF56F1 - 1EC09081
4341	7	42	03 FORD F550 SHOP STAKE	FORD F550	1FDAF56P6 - 3EC5
4342	7	42	03 FORD F550 BRIAN MCCABE	FORD F550	1FDAF56P8 - 3EC57639
4343	7	42	03 FORD F750 LUBE TRUCK	FORD F750	3FRXF75494V610898
4345	7	42	04 FORD F550 - ED #78 TIL	2004 FORD F550	1FDAF56P4 - 4EC20461
4348	7	42	07 FORD F550 - MIKE G #15	2006 FORD F550	1FDAF56P6 - 7EA72768
4349	7	42	07 FORD F550 - Jon C	2007 FORD F550	1FDAF56P4 7EA72770
4350	7	42	07 FORD F550 DALE #163 TI	2006 FORD F550	1FDAF56P87EA72769
4351	7	42	07 FORD F650 DAN T #150	2007 FORD F650	3FRNF65R8 - 7V506310
4352	7	42	08 FORD F550 LUCAS	08 F550 XL	1FDAF56R6-8ED75021
4353	7	42	10 FORD F550 Brian Bu	F550	1FDAF5GR2 - AEB37784
4354	7	42	10 FORD F550 BRIAN M #166	F550	1FDAF5GR4 - AEB37785
4355	7	42	12 DODGE 5500 MILT #169	5500	3C7WDMBL4-CG105690
4356	7	42	15 FORD F550 -Mark	F550	1FDUF5GT9FED43653
4357	7	42	15 FORD F550 - Matt	F550	1FDUF5GT0FED43654
4358	7	42	15 FORD F550 - Rich	F550	1FDUF5GT2FED43655
4401	5	46	88 L9000 - SOLD 9/13/13	FORD L9000	1FDYU90LXJVA02909
4403	5	43	93 F700 SOLD 7/24/13 FOR	F700 14' CONT. DUMP	1FDNK72C8PVA17783
4414	7	43	82 LN7000 SOLD 9/13/13 Ne	LN7000 14' W/WATER	1FDPR70U6CVA28629
4476	5	43	89 MS200P CO DMP MARKHAM	MS200P 14'CONT. DUMP	VG6M111BXKBO30016
4489	7	424	93 FORD F700SAW TRK 1704	FORD F700 16FT	1FDNK72CX - PVA22757
4489A	12	424	ADD TAILGATE		
4490	7	422	89 F800 BOOM 18' BED Natl	89 FORD F800	1FDPK84A1KVA10211
4491	7	45	91 E350 BUS 14 PAS	94 FORD ELDORADO	1FDKE30MTMHB02798

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Number	Class	Type	Description	Equipment Model	Serial Number
4494	7	421	96 SOLD 7/24/13 FOR SALE	1996 FORD CF7000	1FDXH70C4TVA00354
4495	7	421	96 CF7000-24'BOX NAP PRO	1996 FORD CF7000	1FDXH70C6TVA00355
4497	7	42	94 F700-FURNITURE TK	1994 F700 -24FT. BOX	1FDNK72C2 - RVA30239
4500	7	421	99 MS200 24' BOX DUPAGE S	1999 MACK MS200P	VG6M116AXXB203072
4501	7	421	99 MS200P 24' LEMONT BOX	1999 MACK MS200P	VG6M116A1XB203073
4502	7	46	83 MACK RWS786LST MARKHA	1982 MACK RWS786L	1M2V209CXDM001261
4503	7	44	95 F800 GROUT TRUCK DAN C	1995 F800	1FDWF82C0SVA66189
4504	5	43	94 F700 SOLD 7/24/13 FOR	F700 14' CONT. DUMP	1FDNK72C1RVA29955
4505	5	43	94 F700 SOLD 7/24/13 FOR	F700 14' CONT. DUMP	1FDNK72CORVA30160
4506	7	422	96 F800 New Crane	F800 W/8800 4S EFFER	1FDXF80C3TVA03161
4506A	7	422	AMCO VEBA V811T/2S BOOM C	V811T.42 CRANE	33794
4507	5	43	00 F650 SOLD 7/24/13 FOR	F650 14' CONT. DUMP	3FDNF6529YMA65211
4508	7	420	98 LOUISVILLE 24' BOX SER	LOUISVILLE L8500	1FDXN80F5WVA04300
4509	7	420	01 STERLING 24' BOX SER.	STERLING 7500	2FZAAKAK51AH60742
4510	5	43	98 F800 10' DUMP MARKHAM	F800 10' DUMP	1FDPF80C7 - WVA15379
4511	5	43	04 F750 CONT. DUMP FRANK	F750 14' CONT. DUMP	3FRXF75424V613691
4512	5	43	04 F750 CONT. DUMP SHOP S	F750 14' CONT. DUMP	3FRXF75454V610896
4513	5	43	04 F750 CONT. DUMP SHOP S	F750 14' CONT. DUMP	3FRXF7547 - 4V610897
4515	7	45	95 E350 BUS 10 PAS GPS	95 FORD ELDORADO	1FDJE30F6 - SHB78278
4516	7	45	94 JUNK E350 BUS 15 P	94 FORD ELDORADO	1FDKE30M7RHB97841
4517	7	45	95 E350 BUS 10 PASS. GPS	95 FORD ELDORADO	1FDJE30F3SHB60384
4519	5	43	04 F750 CYLINDER CONT. DU	F750	3FRXF75T9 - 4V685009
4520	5	43	04 F750 CONT. DUMP DUPAGE	F750	3FRXF75T5 - 4V685010
4521	5	43	04 F750 CONT. DUMP FRANK	04 F750 CONT. DUMP	3FRXF75T74V685008
4522	5	43	04 F750 CONT. DUMP MARK L	04 F750 CONT. DUMP	3FRXF75T54V685007
4523	5	43	05 F750 CONT DUMP FRANK R	2005 FORD F750XL	3FRXF75T55V204867
4524	5	43	05 F750 DUMP TIM S 3/15	2005 FORD 750 XL	3FRXF75T75V204868
4525	7	42	06 F750 WASH TRUCK PEDRO	2006 F750	3FRXF75T16V258975
4526	5	43	06 F750 CONT DUMP DAN C #	F750	3FRXF75T3 - 6V265040
4527	5	43	06 F750 CONT DUMP	F750	3FRXF75T5 - 6V265041
4528	7	421	06 F750 20' BOX MARK L	F 750 XLT	3FRXF75T86V297370
4530	7	421	07 F750 20' BOX SER. Nap	FORD F750 XLT	3FRXF75T7 - 7V505420
4531	7	421	07 F750 20' BOX MARKHAM	2007 FORD F750 XLT	3FRXF75T97V505421
4532	5	43	07 F750 CONT DUMP MARKHA	2007 FORD F750 XLT	3FRXF75T97V505418
4533	5	43	07 F750 CONT DUMP FRANK	2007 FORD F750 XLT	3FRXF75T07V505419
4534	7	422	08 FORD F750 BOOM FRANK R	F750	3FRXF75T78V062042
4535	7	45	01 E450 BUS 16 PASS. GPS	E450 BUS ELDORADO	1FDXE45F61HA67866
4536	5	43	10 FORD F750 CONT DUMP N	FORD F750 XL	3FRXF7FH3AV274582
4537	5	43	10 FORD F750 CONT DUMP Jo	F750	3FRXF7FH5AV274583
4538	7	421	10 FORD F750 20' BOX MAR	F750 20 FT BOX	3FRXF7FH9AV274585
4539	7	420	10 FORD F750 24' CONCRETE	F750 24 FT BOX	3FRXF7FH0AV274586
4540	7	423	09 FORD F750 PRIME TRUCK	F750 PRIME S/N S532	3FRXF75U3 - 9V148619
4541	7	423	10 FORD F750 PRIME TRUCK	F750 PRIME S/N S523	3FRXF7FH7AV274584
4542	7	421	11 FORD F750 20' ASPH BOX	F750	3FRXF7FK1BV699537
4543	5	43	11 FORD F750 CONT. DUMP M	F750	3FRXF7FK7BV079064
4544	7	423	15 FORD F750 BEARCAT PRIM	BEARCAT	
4601	16	46	79 FORD F8000 Move to DuP	LT8000 T/A DUMP - 12	U80DVDG8285
4603	5	46	86 FORD LNT8000 ohare 6 2	FORD LNT8000	1FDYW8006GVA34617
4604	5	46	86 FORD LNT8000 LEMONT CL	FORD LNT8000	1FDYW80U0GVA60484
4605	5	46	86 VOLVO WHITE- NAPER PLN	VOLVO WHITE SHO	1WUADCMD1GN108513
4609	5	46	78 MACK DM685 CHICAGO WAT	SIX-WHEELER AGG/SPDR	DM685S38855
4613	7	42	01 KENWORTH FUEL TRUCK GP	2001 KENWORTH T800	1NKDLT0XX1J881162

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<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
4614	5	46	91 MACK DM690S SIX WHEEL	SIX WHLR DUMP-SHOP	1M2B206COMM009361
4615	5	46	91 MACK DM690S 6 WHEEL LE	SIX WHLR DUMP-NAPER	1M2B206C2MM009362
4616	5	46	91 MACK DM690S WHEEL	SIX WHLR DUMP-MARK	1M2B206C4MM009363
4617	5	46	91 MACK DM690S SIX WHEEL	SIX WHLR DUMP-NAPER	1M2B206C6MM009364
4618	5	46	91 MACK DM690S SIX WHEEL	SIX WHLR DUMP-SHOP	1M2B206C8MM009365
4619	5	46	91 MACK DM690S SIX WHEEL	SIX WHLR DUMP-MARK	1M2B206CXMM009366
4621	7	47	79 MACK 685ST WATER LEMON	WATER TANK TRK-NAPER	R685ST79440
4622	7	47	84 MACK R686 PLASTIC I57	WATER TANK TRK-MARK	1M2N179Y3EA093453
4625	7	47	86 MACK DM685S WATER CHUC	WATER TANK TRUCK	1M2B120C6GA058819
4626	7	47	84 PETERBILT FRANK R 190	WATER TANK TRUCK	1XP4L50X4EP172970
4628	7	47	85 PETE WTR TRK/W/GUN	WATER TANK TRUCK	1XP4L50X7FP190591
4629	7	47	87 MACK R686ST WATER MARK	1987 MACK R686 ST	1M2N179Y9HA007471
4630	7	47	00 FORD F750 WATER TRK JO	2000 FORD F750	3FEXF75H7- YMA01358
4631	7	47	03 FORD F750 WATER TRK JO	2003 F750 XLT	3FDXF75RX-3MB05591
4632	7	47	03 FORD F750 WATER TRK JO	F750 XLT	3FDXF75R1-3MB05592
4900	8	52	06 MILL SM ROLL TRLR OHAR	6 TON ROLLER TRL	5MTPF14220LA000551
4901	8	52	06 MILL SM ROLL TRL. 1896	6 TON ROLLER TRL	5MTPF142265000552
4902	8	52	06 MILL SM ROLL TRL LEMON	6 TON ROLLER TLR	5MTPF14246A000553
4903	8	52	06 MILL SM ROLL TRL.MARKH	6 TON ROLLER TRL	5MTPF14266A000554
4904	8	52	06 B CREEK S/S F/T TRL MA	9 TON TRI-AXLE	1B9FW20356J202129
4905	8	52	06 B CREEK S/S F/T TRL NA	9 TON TRI-AXLE	1B9FW20316J202130
4906	8	52	06 BEAVER CREEK S/S TRL F	9 TON TRI-AXLE	1B9FW20306J202135
4907	8	52	06 BEAVER CREEK S/S TRL L	9 TON TRI-AXLE	1B9FW20346J202137
4908	8	547	94 GREAT DANE QCQA #21 RE	7911TZ-1W	1GRAA9621RB149104
4909	8	52	07 SAW TRAILER 5x8 LEMONT	ASASG58SA/AS1032475	5NHUAS01171032475
4910	8	52	07 LOAD MAX CHILLER TRL 1	07 LPH2819UTDPR10E	5L8PH282171008483
4910A	3	19	07 TRANE PORTABLE CHILLER	RTAA 110 TON CHILLER	RTA110
4911	8	52	08 B CREEK S/S F/T TRLR	BEAVER CREEK	1B9FW20378J202085
4912	8	52	09 LOAD MAX 20 FT TRL JOH	LOAD MAX 20' PINTLE	5L8PS202391015225
4913	8	52	13 BARRICADE 10' TRL - OH	13 MEB 6 1/2x10' TRL	492TR1024DA053142
4914	8	52	15 Big Tow B5DT	Big Tow	4KNTT1423CL160119
4915	8	52	15 Big Tow B5DT Roller Tr	Big Tow B5DT	4KNTT142XGL160120
5000	8	548	02 14' TOOL TLR CHUCK D #	CARGO MATE CM714TA2	4X4TSET212N031937
5001	8	547	OFFICE TRAILER SNOW #44	OFFICE TRAILER	
5003	8	548	00 20' WASH STEEL CONTAIN	20' OVERSEA'S CONT.	MGLU2861795
5003A	8	548	09 20' SHOP PARTS STEEL C	20 OVERSEA CONTAINER	GSTU 5169787
5004	8	548	00 20' STEEL CONTAINER LI	20' OVERSEA'S CONT.	MGLU2861990
5005	6	545	68 TALBERT LOW BOY BEAM	LOW BOY 35 TON	3354
5006	6	545	06 TRAILKING LOW BOY 4280	L/BOY TK80HDG 40TON	1TKJ049326B045939
5009	6	541	78 VULCAN DROP DECK 42' C	DROP DECK TRLR-42FT	VT4533-78
5010	6	541	80 VULCAN DROP DECK 42' C	DROP DECK TRL 42FT	VT5352-80
5011	6	541	69 FREEHAUF CONCRETE NAPE	DROP DECK TRAILER	FWK417625
5012	6	541	69 FREEHAUF PARTS TRAILER	DROP DECK TRAIL-NAPE	FWJ236035
5013	6	541	69 FREEHAUF PARTS TRAILER	DROP DECK TRAILER	FWK417618
5015	8	542	05 40' CONT.82 -25'x30' N	2005 40' CONTAINER	DDDU301401-5
5015A	8	542	05 40' CONT 19-AIRPORT &	2005 40' CONTAINER	DDDU301403-6
5015B	8	542	05 40' CONT 29-25'X30' -	2005 40' CONTAINER	DDDU301405-7
5015C	8	542	05 40' CONT 83- 25'X30' N	2005 40' CONTAINER	DDDU301406-2
5015D	8	542	05 40' CONT 270 -5'X25' &	2005 40' CONTAINER	DDDU301407-8
5015E	8	542	05 40' CONT 25 AIRPORT BL	2005 40' CONTAINER	DDDU301408-3
5015F	8	542	06 40' CONT 264 -6'X25' E	2006 40' CONTAINER	FBXU291325-1
5015G	8	542	06 40' CONT. LISBON Where	2006 40' CONTAINER	FBXU291327-2

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<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
5015H	8	542	06 40' CONT - BLANKETS	2006 40' CONTAINER	FBXU291336-0
5015I	8	548	13 20' TOOL CONT. - I 90	13 CONTAINER (1) TRI	CBCU2030780 (05970)
5015J	8	548	15 20' TOOL CONT.	15 CONTAINER	CEC039514
5015K	8	548	15 20' TOOL CONT. - I 90	15 CONTAINER	CEC039515
5016	8	52	04 MILL SM. ROLLER TRL MA	2004 M6F16 X LOW PRO	5MTPF14294A000500
5017	8	52	04 MILL SM. ROLLER TRL MA	2004 M6F16 X LOW PRO	5MTPF14204A000501
5018	11	547	BK OFFICE TRL UTILITY	45' OFFICE TRL W/PAR	Does not have a VIN
5019	6	542	83 MONON VAN 45' PARTS TR	MONON 45' X 13'6"	67572
5020	8	52	83 OWENS TRL CONCRETE PAR	SMALL ROLLER TL 12FT	10WATSF23CW008352
5021	11	547	BK CONCRETE OFFICE TRAILR	824MO OFFICE TRAILER	228299
5022	8	548	04 14' TOOL TRL BARRET P	2004 CM714TAS	5NHUCM4224N046558
5025	8	548	02 14' TOOL TRL BARRETT#8	14'X7' CARGOMATE CM7	4X4TSET2X2ND36084
5026	6	544	68 ETNYRE TANKER 7,500 GA	TANKER TRAILER	H1544K8021
5027	6	544	73 T/MOBIL TANKER 9,000 G	TANKER TRL 9000GAL	K40318
5029	6	541	84 MONON 45' FLATBED Conc	F2167596 45' FLATBE	1NNF04529EM078144
5030	8	52	82 HOMEMADE TRL.SAW MARKH	F/B TRAILER W/SM.SAW	SS5011
5031	6	541	84 MONON 45' CONCRETE NAP	F2167596 45' FLATBED	1NNF042520EM078145
5032	6	541	84 MONON 45' FLATBED TRL	F2167596 45' TRAILER	1NNF04522EM078146
5038	8	548	06 10 FT ENCLOSED ASHOK P		
5041	6	541	73 DORSEY CRUSHER TRAILER	DROP DECK TRL 45FT	106864
5042	6	541	73 DORSEY TRAILER OHA	DROP DECK TRL 45FT	108731
5043	6	541	73 DORSEY TRAILER #51	DROP DECK TRL-MARK	106869
5045	6	541	79 TRANSCRAFT TRAILER	DROP DECK TRAILER	80908
5048	8	52	90 CHILTON TRAILER MARK L	TRAILER S/S 12FT	14DBE1221LC000500
5049	8	548	03 10' TOOL TRL Joe R	CM810TA2	4X4TSE4293N040398
5050	6	545	11 40 TON LOWBOY 4270	40 TON TRAIL KING	1TKJ04935BM071885
5052	6	541	96 TRANSCRAFT ALUM 48 FT	EAGLE W2 48' X 102"	1TTF48206V20005777
5053	6	545	11 ETNYRE 40 Ton 4100 LOW	PRTN40TD3-PS	1E9307973BE11346
5054	6	541	98 TRANSCRAFT ALUM 48 FT	EAGLE 48' AIR RIDE	1TTF48203Y2005806
5055	8	548	03 12' ENCLOSED TRL CHI P	AP5510	IUK500D1131045483
5056	8	541	00 TRANSCRAFT 48 FLATDECK	TRANSCRAFT EAGLE	1TTF48204Y2006205
5057	8	52	91 BEAVERCREEK S/S NAPER	SD14 S/S 6TON 14FT	591113
5058	8	52	91 BCREEK w/SIDES	TRAILER S/S 9TN TRI-	591129
5059	8	541	00 TRANSCRAFT 48' FLATDEC	TRANSCRAFT EAGLE	1TTF48206Y2006206
5060	6	541	78 TRANSCRAFT 44' DROP DE	DROP DECK TRL 44FT	TC11472
5061	6	541	78 TRANSCRAFT 44' DROP DE	DROP DECK TRL 44FT	TC11482
5062	6	541	73 TRANSCRAFT 44' DROP DE	DROP DECK TRL 40 FT	TC4146
5063	6	542	77 KENTUCKY DAN C #58 BIL	VAN TRL 45FT 13'3"	53027
5064	6	542	77 KENTUCKY BILLBOARD TRL	VAN TRL 45FT 13'3"BL	53053
5065	6	542	77 DORSEY TRAILER #14	VAN TRL 40FT #14	122469
5066	6	542	SCRAP 73 FRUEHAUF TRAILER		FWR425001
5067	6	541	75 TRANSCFT STRETCH DROP	TRANSCRAFT TRL	TC5875
5068	6	542	78 GREAT DANE BOX TRL. MA	VAN TRAILER 40FT MRK	B05969
5069	6	542	80 GREAT DANETRAILER LEMO	VAN TRL 40FT TOOL#41	B18079
5073	6	542	79 GREAT DANE TRLR DARREN	VAN TRAILER 44FT	98401
5075	6	542	80 MONON TRAILER	VAN TRAILER 48FT	48939
5076	6	542	94 MILLER TOOL TRL. #94 D	VAN TRL 40FT MARK L	S2325
5077	8	548	06 PROFILE QCQA TRL #21 A	WD712DAFS 10X6X6 S/A	1UK500E1761058757
5084	8	52	97 BEAVER CREEK 2 AXLE TR	TRL S/S 6.5TON-NAP	1B9FW2028VM202128
5085	8	52	97 BEAVER CREAK 2 AXLE TR	TRL S/S 6.5 TON #51	1B9FW2027VM202086
5086	8	52	97 BEAVER CREEK TRL DAN C	TRL S/S 6.5 TON-DUP	1B9FW2020VM202088
5087	6	544	74 WATER TANKER CRUSHER 8	TANKER JAW 8,500 GAL	926658

Equipment

<u>Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
5089	8	52	98 BEAVER CRK-VERMEER 10T	DOVE TAIL 8'5" X 14'	1B9FD1923WM202123
5090	6	545	09 40 TON LOWBOY 4290 - 9	40 TON TRAIL KING	1TKJ049349M059351
5091	6	545	98 40 TON LOW BOY - 4250	40 TON TRAIL KING	1TKJ05139WM022633
5092	8	52	99 B CREEK 3 AXLE S/S F/T	9 TON TRI-AXLE	1B9FW2039YM202040
5093	8	52	99 B CREEK 3 AXLE S/S F/T	9 TON TRI-AXLE	1B9FW2030YM202041
5094	6	545	00 40 TON LOW BOY 4270	L/BOY TK80HDG 40TON	1TKJ05037YM053271
5095	8	52	03 B CREEK S/S F/T TRL PA	9 TON TRI-AXLE	1B9FW20343J202053
5096	8	52	03 B CREEK S/S F/T TRL DU	9 TON TRI-AXLE	1B9FW20363J202054
5097	8	52	04 SAW TRL SING.AXLE DUPA	USASG58SA	4X4TSE01241017680
5098	8	52	04 SAW TRL. SINGLE AXLE	USASG58SA	4X4TSE01241017681
5099	8	548	04 14' TOOL TRL (LOCK#224	2004 CM714TA2	5NHUCM4244N046559
5119	6	54	TRADED - 98 TIBROOK/4286/	DUMP TRAILER ASPHALT	1TKDS2526WB043538
5122	6	54	TRADED - 98 TIBROOK/4283/	DUMP TRAILER ASPHALT	1TKDS2521WB043544
5128	6	54	TRADED - 99 TIBROOK/4271/	ALUMINUM DUMP 24FT	37433
5129	6	54	TRADED HOT 99 TIBROOK	ALUMINUM DUMP 24'	1TKDS2429XB037431
5131	6	54	TRADED HOT 99 TIBROOK	ALUMINUM DUMP 24'	1TKDS2424XB037434
5132	6	54	TRADED HOT 05 TRAIL KING	2005 TRAILKING 1/4 F	1TKDS23295B020966
5133	6	54	TRADED HOT 06 TIBROOK	23 FT ALUM DUMP	1TKDS232X6B035090
5134	6	54	TRADED HOT 06 TIBROOK	23 FT ALUM DUMP	1TKDS23216B035091
5135	6	54	TRADED HOT 06 TIBROOK	23 FT ALUM DUMP	1TKDS23236B035092
5136	6	54	TRADED HOT 06 TIBROOK	23 FT ALUM DUMP	1TKDS23256B035093
5137	6	54	TRADED HOT 06 TIBROOK	23 FT ALUM DUMP	1TKDS23276B035094
5215	6	54	TRADED - 99 24' HILBILT T	MONGOOSE 24' HI SPIL	1H9A3E4A5X1015053
5216	6	54	TRADED - 99 24' HILBILT T	MONGOOSE 24' HI SPIL	1H9A3E4A6X1015062
5219	6	54	TRADED - 99 24' HILBILT T	MONGOOSE 24' HI SPIL	1H9A3E4A6X1015076
5221	6	54	TRADED - 99 24' HILBILT T	MONGOOSE 24' HI SPIL	1H9A3E4A4X1015089
5223	6	54	TRADED - 00 22' HILBILT T	MONGOOSE 22' HI SPIL	1H9A3E3A0Y1015089
5224	6	54	TRADED - 00 22' HILBILT T	MONGOOSE 22' HI SPIL	1H9A3E3A4Y1015094
5225	6	54	TRADED HOT 00 22' HILBILT	MONGOOSE 22' HI SPIL	1H9A3E3A9Y1015091
5226	6	54	TRADED HOT 00 22' HILBILT	MONGOOSE 22' HI SPIL	1H9A3E3A0Y1015092
5227	6	54	TRADED HOT 00 22' HILBILT	MONGOOSE 22' HI SPIL	1H9A3E3H1Y1015098
5229	6	54	02 22' HILBILT TRAILER 42	MONGOOSE 22' HI SPIL	1H9A3E3C421015105
5230	6	54	02 22' HILBILT TRAILER 42	MONGOOSE 22' HI SPIL	1H9A3E3C221015104
5231	6	54	02 24' HILBILT TRAILER 42	MONGOOSE 24' HI SPIL	1H9A3E4C921015101
5236	6	54	03 24' HILBILT TRAILER	MONGOOSE 24' HI SPIL	1H9A3E4C531015050
5237	6	54	03 24' HILBILT TRAILER	MONGOOSE 24' HI SPIL	1H9A3E4C231015054
5238	6	54	06 HILBILT 22' HI-SPILL	MONGOOSE 22' HI-SPI	1H9A3E3C661015063
5239	6	54	06 HILBILT 22' HI-SPILL	MONGOOSE 22' HI-SPI	1H9A3E3C861015064
5240	6	54	06 HILBILT 22' HI-SPILL	MONGOOSE 22' HI-SPI	1H9A3E3C161015066
5241	6	54	06 HILBILT 22' HI-SPILL	MONGOOSE 22' HI-SPI	1H9A3E3C361015067
5242	6	54	06 HILBILT 22' HI-SPILL	MONGOOSE 22' HI-SPI	1H9A3E3C761015069
5243	6	54	07 HILBILT 22' HI SPILL M	HI-DUMP DUMP TRLR	1H9A3E3C071015075
5244	6	54	07 HILBILT 22' HI SPILL M	HI-DUMP DUMP TRLR	1H9A3E3C271015076
5245	6	54	07 HILBILT 22' HI SPILL M	HI-DUMP DUMP TRLR	1H9A3E3C471015077
5246	6	54	07 HILBILT 22' HI SPILL M	HI-DUMP DUMP TRLR	1H9A3E3C671015078
5247	6	54	07 HILBILT 22' HI SPILL M	HI-DUMP DUMP TRLR	1H9A3E3C871015079
5248	6	54	08 HILBILT 22' HI SPILL M	DUMP TRLR	1H9A3E3C081015028
5249	6	54	08 HILBILT 22' HI SPILL M	DUMP TRLR	1H9A3E3C281015029
5250	6	54	08 HILBILT 22' HI SPILL M	DUMP TRLR	1H9A3E3C981015030
5251	6	54	08 HILBILT 22' HI SPILL M	DUMP TRLR	1H9A3E3C081015031
5252	6	54	08 HILBILT 22' HI SPILL M	DUMP TRLR	1H9A3E3C281015032
5253	6	54	10 HILBILT 24' HI SPILL M	24' HI SPILL MONGOOS	1H9A3E4C6A1015023

<u>Equipment Number</u>	<u>Class</u>	<u>Type</u>	<u>Description</u>	<u>Equipment Model</u>	<u>Serial Number</u>
5300	6	546	12 ETNYRE 35' LIVE BOTTOM	LB-335/3A FALCON TRI	1E9V17596CE111419
5301	6	546	12 ETNYRE 35' LIVE BOTTOM	LB-335/3A FALCON TRL	1E9V17602CE111420
5302	6	546	13 ETNYRE 35' LIVE BOTTOM		1E9V17989DE111255
5303	6	546	13 ETNYRE 35' LIVE BOTTOM		1E9V17989DE111256
5304	6	546	13 TRAIL KING 35' LIVE BO		1TKL03731DW021271
5305	6	546	13 TRAIL KING 35' LIVE BO		1TKL03731DW021272
5306	6	546	14 TRAIL KING 35' LIVE BO	OLB332NG2	1TKL03738EW044484
5307	6	546	14 TRAIL KING 35' LIVE BO	OLB332NG2	1TKL0373XEW044485
5452	6	543	98 MCNEILUS AR MIXER #425	13 CU/YRD T800B	1M9SM4025ED464003-48
5453	6	543	98 MCNEILUS AR MIXER #425	13 CU/YRD T800B	1M9SM4026OWD46012-48
5454	6	543	98 MCNEILUS AR MIXER #425	13 CU/YRD T800B	1M9SM4022WD464007-48
5455	6	543	98 MCNEILUS AR MIXER #425	13 CU/YRD T800B	1M9SM4028WD464013-48
5456	6	543	00 MCNEILUS AR MIXER - pa	13 CU/YRD T800B	1M9SM4023YD464083
5457	6	543	00 MCNEILUS AR MIXER	13 CU/YRD T800B	1M9SM4021YD464079
5458	6	543	00 MCNEILUS AR MIXER	13 CU/YRD T800B	1M9SM4021YD464082
5466	6	543	01 MAXON 12 YD AGITOR	12 YD	1M9SM4021YD464101
5489	6	543	02 MAXON 12YD AGITOR	12 YD	1M9SM40262D464120

CONTRACT NO. RR-19-4470

PLANT AND EQUIPMENT QUESTIONNAIRE

2b) EQUIPMENT TO BE LEASED OR RENTED

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	PROPOSED RENTER OR LESSOR
NONE					

CONTRACT NO. RR-19-4470

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					

CONTRACT NO. RR-19-4470
PLANT AND EQUIPMENT QUESTIONNAIRE

3. SUB-CONTRACT WORK

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

SCOPE OF WORK	RELATED PAY ITEM	% OF TOTAL CONTRACT	APPROX. \$ VALUE	IDENTIFIED CONTRACTOR
<i>TO BE Determined</i>				

4. MATERIALS COMMITMENTS

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

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

CONTRACT NO. RR-19-4470

PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES X NO _____

6. DOCUMENT REFERENCE

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

The Special Provisions YES X NO _____

The Contract Plans YES X NO _____

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

Dated at the office this 23rd day of July, 2019.

K-Five Construction Corporation

Name of Organization

By [Redacted]
Robert G. Krug
President

Title of Person Signing

STATE OF Illinois)
)
COUNTY OF DuPage)

Robert G. Krug being duly sworn deposes and says that he/she is President

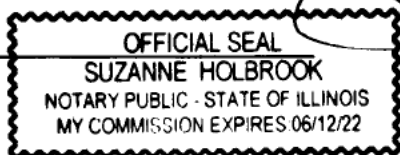
of the above K-Five Construction Corp. and that the answers to the questions in the foregoing
Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 23rd day of July, 2019.

[Redacted]
Notary Public

My Commission Expires:



CONTRACT NO. RR-19-4470

CURRENT CONTRACTUAL OBLIGATIONS

Entries on this sheet are to cover all construction work under contract or verbal performance agreement or pending award to the contractor signing, whether as principal or as sub-contractor and with any owner including the United States government.

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
SEE ATTACHED				

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD _____

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.

K-Five Construction Corporation

BIDDER
July 23, 2019
DATE

SUB-CONTRACTOR

Dave Schroe

BY: SIGNATURE

SUB-CONTRACTOR

Estimator
TITLE

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
City of Chicago	City of Chicago	ASP Overlay and Patch at O'Hare and Midway	Active	18,487,391.87	26753
Ill Dept of Transportation	IDOT	IDOT 81 63838 East New York Ave	Open	7,511,509.00	63838
City of Chicago	City of Chicago	Midway Runway 13C-31C	Open	31,436,110.13	14004
Chicago Heights Const Co	CMS	Chicago Hts Gov State Univ Campus	Open	888,522.45	14033
Oakley Construction Company	City of Chicago	Oakley Midway Landside Parking Lot	Open	3,182,656.23	15038
Judlial Contracting	ISTHA	Judlial I-15-4237 I-90	Open	10,943,895.59	I-15-4237
Kenny Construction Co	IDOT	Kenny IDOT 60X07 I 55 US 41(LSD)	Open	485,085.44	60X07
Ill Dept of Transportation	IDOT	IDOT 110 61C08 Plainfield Road	Open	2,250,883.00	61C08
City of Chicago	City of Chicago	Chicago Snow Rem Midway	Active	8,937,262.50	16022
K-Five / Quality JV	IDOT	K-Five/Quality IDOT 62B06 I-94 Safety Impr	Open	808,493.00	62B06
Austin Power Partners	City of Chicago	Austin Powers Ohare CONRAC	Open	1,025,691.00	5173-100
City of Chicago	City of Chicago	Chicago Midway 4R-22L Rehab	Open	18,448,763.25	41944
K-Five/Plote JV	City of Chicago	K-Five/Plote Ohare 10L-28 Rehab	Open	7,382,334.27	43325
Ill Dept of Transportation	IDOT	IDOT 222 61C10 Church Road	Open	1,510,000.59	61C10
Acura Inc.	IDOT	Acura IDOT 60X77 I 290 I-90/94 Racine Ramp	Active	605,234.18	60X77
Ill Dept of Transportation	IDOT	IDOT 7 60Y65 I 55 Weber	Open	32,415,046.23	60Y65
Ill Dept of Transportation	IDOT	IDOT 62C19 IL 43 Harlem Avenue	Open	2,281,834.11	62C19
Ill Dept of Transportation	IDOT	IDOT 60Y87 Archer Avenue	Open	1,020,328.98	60Y87
Alliance Contractors, Inc	IDOT	Alliance IDOT 62A47 Rt 45 & US 34	Open	354,386.00	62A47
Dunnet Bay Construction Co	IDOT	Dunnet Bay IDOT 61D24 15st Over Silver Crk	Open	48,130.35	61D24
Pan Oceanic Engineering	City of Chicago	PanOceanic Chicago Sewer Various St	Open	658,000.19	P-2017-10
Walsh Construction	City of Chicago	Walsh O'Hare Txy Z/J Tank Farm Road	Active	3,370,096.30	217052
Ill Dept of Transportation	IDOT	IDOT 62D11 IL 19 Bartlett to Wide Rd	Open	2,320,495.02	62D11
Ill Dept of Transportation	IDOT	IDOT 61D11 Kautz Rd Aurora	Open	473,417.26	61D11
Ill Dept of Transportation	IDOT	IDOT 61D51 Gary Ave Wheaton	Open	315,371.42	61D51
Alliance Contractors, Inc	IDOT	Alliance IDOT 60V42 Harlem	Open	474,211.51	
F. H. Paschen, S. N. Nielsen	City of Chicago	FH Paschen O'Hare Rwy 9C-27C Phase I	Active	11,455,557.70	57353
Acura Inc.	ISTHA	Acura ISTHA 5714 I 294 Mile Long Bridge	Open	110,327.20	RR-16-5714
Ill Dept of Transportation	IDOT	IDOT 60Y88 Archer & IL 83	Open	1,459,184.16	60Y88
IHC Construction Companies	MWRDGC	IHC MWRD Cherry Creek	Open	39,690.00	17076-211
F.H. Paschen, S.N. Nielsen	City of Chicago	Paschen CDOT 41st Ped Bridge over LSD	Open	166,921.44	E-5-003
Rossi Contractors	City of Chicago	Rossi O'Hare AA 445 Hanger I	Open	473,462.00	
F. H. Paschen, S. N. Nielsen	City of Chicago	Paschen O'Hare AA L Stinger	Open	182,631.93	2472/2473
MYS General Contractors	IDOT	MYS IDOT 62B62 US12/20/45	Open	99,754.20	62B62
City of Chicago	City of Chicago	Chicago Far South Arterial Routes	Open	7,784,972.63	B-3-505
City of Chicago	City of Chicago	Chicago Arterial South Arterial Routes	Open	6,684,618.05	B-3-504
F.H. Paschen, S.N. Nielsen	City of Chicago	Paschen O'Hare AA GEM	Open	406,194.00	OH6148-400.10
Reyes Group Limited	MWRDGC	Reyes McCook Reservoir	Open	1,163,712.47	W912P6-15-R-0007
Lindahl	City of Chicago	O'Hare Employee Parking Lot	Open	3,772,107.30	643243
IDOT	IDOT	JFK Blvd Arlington Heights to Elk Grove Blvd	Open	2,989,873.00	61E25
LaGrange Park	LaGrange Park	2016 Paving Program Various Streets	Open	2,092,215.50	
Aldridge	FAA	O'Hare FAA DME Shelter	Open	68,888.00	FAA-GL-918D
IDOT	IDOT	IDOT 11Cicero Central & Pacific RR to Congress Pkwy	Open	1,959,483.93	62C95
Lisle	Village of Lisle	2016 Street Rehab Various Streets	Open	1,567,975.70	17-00064-00-RS
Reliable	Oak Lawn	Southwest Highway Watermain	Open	691,986.18	4A
Ghafari Associates	FAA	O'hare FAA SMR Remote Tower	Active	251,210.00	DTFASA-17-R-00236
Woodridge	Woodridge	2018 Street Resurfacing	Open	1,322,155.88	18-00000-01-GM
Oak Park	Oak Park	2018 Street Resurfacing	Open	1,482,622.07	18-15
Judlial	IDOT	Weber Road & I-55	Open	3,318,991.89	60X10
ISTHA	ISTHA	I 355 IL 56 to I-55	Open	49,473,152.88	RR-16-4255
Glendale Heights	Glendale Hts	Various Street Resurfacing	Open	1,192,951.00	18-00069-00-FP
Hertlhy	ISTHA	ISTHA I-294 & 159th Street	Active	641,221.25	RR-17-4349

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
Continental Land & Infrastructure	ISTHA	ISTHA 4349 Continental	Active	48,959.44	RR-17-4349
Village of Downers Grove	Village of Downers Grove	Downers Grove 2018 B	Open	2,671,566.84	BJ18032
Il Dept of Transportation	IDOT	IDOT 62F63 107th Street	Open	1,487,682.66	62F63
Il Dept of Transportation	IDOT	IDOT 61E51 Custer Ave	Open	1,624,936.82	6.1E+52
Il Dept of Transportation	IDOT	IDOT 61E62 York Street	Open	666,666.66	6.1E+63
FH Paschen	ISTHA	Paschen ISTHA I 88 4313	Open	578,283.60	RR-17-4313
Rausch Infrastructure	Chgo. Dept. of Aviation	Rausch O'Hare Employee Pk	Open	375,781.70	645567
Walsh Construction	City of Chicago	Walsh O'Hare Txyw Z/J Tan	Open	2,026,324.08	564489
ISTHA	ISTHA	ISHTA 4312 I 88 Rt 59 Was	Open	3,303,850.19	RR-17-4312
ISTHA	ISTHA	ISTHA 4388 I 294 Toll Pla	Open	4,583,567.67	I-18-4388
ISTHA	ISTHA	ISTHA 4401 I 294 REPAIRS	Open	1,062,166.79	RR-18-4401
Il Dept of Transportation	IDOT	IDOT 62D16 IL 38	Active	4,186,351.99	62D16
Il Dept of Transportation	IDOT	IDOT 62D64 Roosevelt Rd	Active	2,888,000.00	62D64
Il Dept of Transportation	IDOT	IDOT 62F58 LaGrange Road	Active	5,720,330.36	62F58
Il Dept of Transportation	IDOT	IDOT 61E46 135th Robbins	Open	1,597,990.00	61E46
Il Dept of Transportation	IDOT	IDOT 61E79 Madison St	Open	496,999.00	61E79
Il Dept of Transportation	IDOT	IDOT 61E82 Sherwood Road	Open	282,748.40	61E82
Il Dept of Transportation	IDOT	IDOT 61E80 Benedictine Pk	Active	717,469.00	61E80
FH Paschen	City of Chicago	O'HARE ARFF #2	Active	128,731.25	17BJ083
Rossi	ORD Fuel Comp.	Rossi Super Satellite P 1	Active	121,800.00	-
Kenny	IDOT	Kenny IDOT 60X78 Jane Byr	Active	12,962.50	60X78
Chicago Skyway	Skyway Concession	Skyway 2018 Resurfacing	Open	748,007.00	SCC 2018-04
Village of Oak Park	Village of Oak Park	Oak Park	Active	6,250,000.00	19-12
Reliable	City of Chicago	Reliable Chicago Sewer No	Open	418,561.75	-
Pan-Oceanic	City of Chicago	Pan Oceanic Bessie Colem	Active	103,473.10	18BJ010
Il Dept of Transportation	IDOT	IDOT 61F24 Lively Blvd	Active	1,295,822.30	61F24
Il Dept of Transportation	IDOT	IDOT 61F38 York Road	Active	1,878,874.58	61F38
IHC Construction Companies	MWRDGC	Addison Creek Reservoir	Pending	683,635.50	-
ISTHA	ISTHA	I-294 Central	Active	32,693.90	RR-18-4441
Il Dept of Transportation	IDOT	IL 56 Naperville Rd. to IL 53	Active	3,038,711.70	60P68
Il Dept of Transportation	IDOT	US 20 (Lake St) Summerfield Dr. to I-355	Active	3,428,345.16	62G64
Il Dept of Transportation	IDOT	Vincennes Ave. 119th to 127th, Blue Island	Active	827,549.00	62G67
Il Dept of Transportation	IDOT	Brainard Ave. Path	Active	964,375.45	61F60
Il Dept of Transportation	IDOT	IDOT 166 - Kings Blvd.	Active	7,485,866.22	61F40
ISTHA	ISTHA	I-88 Connector	Active	2,168,007.01	RR-13-4117R
Naperville	City of Naperville	City Streets	Active	4,533,938.00	-
Dupage County	Dupage County	South Region	Active	3,907,132.04	-
FH Paschen	ISTHA	4430 - Mile Long bridge	Active	4,927,024.54	I-18-4430
Woodridge	Woodridge	City Streets	Active	2,149,560.79	-
Judlau	IDOT	159th Barrier Wall Orland Park	Active	120,110.90	ACNGPP-0351 (028)
Acqua	Villa Park	Village Park North Princeton Ave.	Active	111,318.67	-
Il Dept of Transportation	IDOT	IDOT 6 IL 56 I 355 to 22nd Lombard Oak Brook Downers	Active	4,278,639.53	60V17
Il Dept of Transportation	IDOT	IDOT 8 IL 53 I 88 to 59th Lisle	Active	2,942,253.99	62G23
Il Dept of Transportation	IDOT	IDOT 115 Janes Ave 75th to Center Woodridge	Active	529,749.15	61F72
Il Dept of Transportation	IDOT	IDOT 133 Riverside Dr Harlem to Cermak Berwyn	Active	1,813,626.00	61F01
Il Dept of Transportation	IDOT	IDOT 135 Blachard St & President St Wheaton	Active	922,751.00	61F50
Alliance	IDOT	IDOT 136 Diehl Rd Davis Pkwy to Winfield Rd Warrenville	Active	117,392.00	61F52
Hometowne	IDOT	IDOT 138 75th St & Naper Blvd Naperville	Pending	74,997.00	61F66
IDOT	IDOT	IDOT 168 Rodeo Dr at Kings Rd Bolingbrook	Active	2,914,615.76	61F64
Paschen	City of Chicago	O'Hare Runway 9R-27L Extension	Pending	6,051,084.04	-
Romeoville	Village of Romeoville	2019 HMA Program Various Streets Romeoville	Pending	327,480.00	-
Rossi/UAL Service Center	UAL	UAL Service Center Roadway Rosemont	Pending	62,000.00	-

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
Chicago Skyway	Skyway Concessions	Various Chicago Skyway Construction Works	Pending	760,954.01	SCC 2019-02
Tinley Park	Village of Tinley Park	FY2020 Municipal Parking Lot Improvement	Pending	495,161.96	
Judlau	ISTHA	I 294 Retaining Wall	Pending	1,458,657.24	I-18-4446
Fed Ex	Ghafari Assoc.	Fed Ex Express ORDRZ Facility Upgrades Project	Pending	781,724.62	2017150

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.

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, (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.



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: _____
CONTACT NAME: _____
CONTACT PHONE NUMBER: _____
CONTACT E-MAIL: _____

CONTRACT NUMBER _____

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

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.
TOTAL		

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

Signature

Date: 7/23/2019
 Contact Name: David Schmoie
 Contractor Company Name: K-Five Construction Corporation
 From: Kristen Hamilton
 DBE Project Specialist

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

Subject: **DBE Plan Review** **Date Original Plan Submitted:** 7/23/2019 **Revision #** 1
Contract # RR-19-4470 **Established DBE Goal:** 25.00 %
Contract Description: Intermittent Pavement Repairs - Tri-State Tollway (I-294) - Mile Post 17.7 to 36.9 and Elgin-O'Hare Tollway (I-390) - Mile Post 7.6 to 11.2.

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

Notes:

DBE Plan as Submitted by apparent low bidder:						
D/W/MBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %
Maintenance Coatings Co.	SB	D/MBE	Pvmt Marking	\$55,000.50	\$55,000.50	2.74 %
Tough Cut Concrete Services, Inc.	SB	D/MBE	Crack Filling	\$446,449.50	\$446,449.50	22.30 %
Total # of subcontractors: 2			TOTAL	\$501,450.00	\$501,450.00	25.05 %
Total # of subcontractors: 2			Total %	25.05 %	25.05 %	



CONTRACT # **RR-19-4470** DBE FIRM NAME: **Tough Cut Concrete Services, Inc**

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

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

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

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 (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
J1451100	Crack Routing (Pavement)	69,418.00 LF	2.25 LF	\$156,190.50		156,190.50
J1451100	Crack Sealing	23,139.00 LB	4.50 LB	\$104,125.50		104,125.50
J1451160	Crack Filling	82,726.00 LF	2.25 LF	\$186,133.50		186,133.50
TOTALS FOR THIS DBE FIRM:				\$446,449.50		\$446,449.50

*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 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 II, 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.

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 constitutes the contractor to contract sanctions.

Signature for Prime Contractor: *[Signature]* Title: **Estimator**

Date: **7/22/19**

Contact: **DAVE SCHMUE**

Phone: **630-257-6600**

Firm Name: **K-FIVE CONSTRUCTION**

Address: **999 OAKMONT PLAZA Dr, WESTMONT, IL**

Signature for DBE Contractor: *[Signature]* Title: **President/Owner**

Date: **7/22/2019**

Contact: **Christine McClellan**

Phone: **815-464-8462**

Firm Name: **Tough Cut Concrete Services, Inc.**

Address: **P.O. Box 1536 Frankfort, Illinois 60423**



Illinois Department of Transportation

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

March 18, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Christine McClellan
Tough Cut Concrete Services, Inc.
P. O. Box 1536
Frankfort, IL 60423

Dear Ms. McClellan:

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

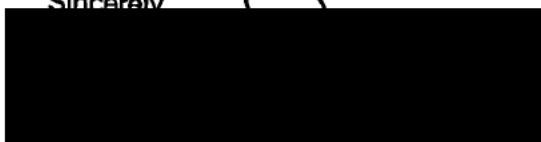
To remain certified and in good standing, you must annually submit a *No Change Affidavit*. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

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

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

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

Sincerely,



E. Diane Cook-Felton, Manager
DBE Certification Section
Bureau of Small Business Enterprises



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2/2

CONTRACT # **RR-19-4470** **Maintenance Coatings Co.**

DBE MBE WBE SBA 8(A)

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

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.

SPARE PARTS	QUANTITY	UNIT PRICE	CHECK SUPPLIER	TOTAL
JT780250 PUMT MARK OVER PATCH 4"	2638	1.50	\$4257.00	\$4,257.00
JT780251 PUMT MARK OVER PATCH 6"	4248	3.00	\$14,544.00	\$14,544.00
JT780252 PUMT MARK OVER PATCH 10"	500	6.00	\$3,000.00	\$3,000.00
JT78100 RAISED PUMT LOW MARKER	198	75.00	\$14,850.00	\$14,850.00
JT701010 MAINT OF TRAFFIC (PARTIAL)	1	18,349.50	\$18,349.50	\$18,349.50
TOTALS FOR THIS DBE FIRM:				\$55,000.50

*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 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 II, 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.

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

Signature for Prime Contractor: DAVE SCHMOE Title: Estimator

Date: 7/22/19

Contact: Julie Wrightsman

Phone: 630-257-5600

Firm Name: K-FIVE CONSTRUCTION

Address: 999 OAKMONT PLAZA Dr, Westmont, IL.

Signature for DBE Contractor: _____ Title: President

Date: 07/22/19

Contact: Julie Wrightsman

Phone: (847)822-0020 (office) (312)287-6229 (mobile)

Firm Name: Maintenance Coatings Co.

Address: 543 Woodbury Street, South Elgin, IL 60177

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Maintenance

Coatings Co.

Julie Ann Wrightsman
543 Woodbury St
South Elgin, IL 60177-
0000

County: Cook

Email: julie@maintenancecoatings.com

Phone: 847-622-0020

Fax: 847-622-1087

Categories: Construction, Miscellaneous

NAICS

237310 - Airport runway line
painting (e.g., striping)

237310 - Highway, Street,
and Bridge Construction

237310 - Painting lines on
highways, streets and
bridges

237310 - Painting traffic
lanes or parking lots

237310 - Parking lot
marking and line painting

237310 - Pavement,
highway, road, street, bridge
or airport runway,
construction

561990 - Flagging (i.e.,
traffic control) services

Speciality

NAICS 237310 Highway,
Street, & Bridge Construction
(Pavement Marking Services)

237310 - Pavement Marking
Services to include: Painting

Raised

Epoxy

Polyurea

Modified Urethane

Signing

Thermoplastic Hand

Preformed Plastic Pavement

Marking NAICS 561990

Flagging (i.e., traffic control)
services



DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

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

Good Faith Efforts Checklist


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

- Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
 - ILUCP DBE Directory:
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>
 - City of Chicago's M/WBE Directory:
<https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
 - County of Cook, IL's M/WBE Directory:
<http://www.cookcountylil.gov/mbewbevbe-directory/>
 - Small Business Administration's SBA 8(a) Directory:
http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

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

Print Name: Robert G. Krug Phone contact: 630-257-5600

Position: President E-mail address: daves@k-five.net (estimator)

Signature:  Date: July 23, 2019



DBE FORM 2023

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

Project name: Intermittent Pavement Repairs Project number: RR-19-4470
 Bidder name: K-Five Construction Corporation Contact person: Dave Schmoie, Estimator

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: Robert G. Krug Phone contact: 630-257-5600
 Position: President E-mail address: daves@k-five.net (estimator)
 Signature:  Date: July 23, 2019



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 RR-19-4470.

(b) Prime Contractor Name K-Five Construction Corporation

(c) Contract Award Value _____

(d) Amount Earned to Date _____

(e) Percent Complete _____ Chose One

(f) Reporting Period: _____ To _____

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

(g)

(h) Robert G. Krug
Signature of Prime Contractor Authorized Agent
Printed Name

July 23, 2019
Date
President
Title

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

	Number of Trucks
(j) Total value of payments received for trucks owned and operated by this DBE trucker	a. _____
(k) Total value of payments received for trucks leased and operated by another DBE trucker	b. _____
(l) Total value of payments received for trucks leased from a Non-DBE trucker	c. _____
(m) Total value of payments received for trucks leased from a Non-DBE trucker	\$ _____
(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up)	d. _____
(o) Total DBE Trucking Participation Based on DBE Special Provision VII.A.	\$ _____ Sum of a, b & d above
(p) _____ Signature of DBE Sub-Contractor Authorized Agent	_____ Date
(q) _____ Printed Name	_____ Title

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.

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.	RR-19-4470		
3	Contract Description	Intermittent Pavement Repairs		
4	Contractor Name	K-FIVE Construction Corporation		
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	DBE subcontractor/supplier name #1		
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	DBE subcontractor/supplier name #2		
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	DBE subcontractor/supplier name #3		
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	DBE subcontractor/supplier name #4	
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	DBE subcontractor/supplier name #5	
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	

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 <u>K-Five Construction Corporation</u> I, <u>Robert G. Krug</u>	
(25) – Printed Company Name	(26) – Printed Name of Agent
its duly authorized agent with full power and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure represents to the best of my knowledge complete and accurate information on all payments made to date to DBE firms in fulfillment of our DBE Utilization Plan – Forms 2025 & 2026.	
27 Title of Agent:	President
28 Signature of Agent:	[Redacted Signature]
28 Date of Signature:	July 23, 2019

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 Price	Total Amount	Partial Pay Item Descr. (if app.)	Total Earned by Subcontractor
(18)	(19)	(20)	(22)	(23)	(24)	(25)
				(26) Sum:		

(27) Explanations

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

Prime Contractor

28	Name of Agent:	Robert G. Krug
29	Title of Agent:	President
30	Signature of Agent:	
31	Date of Signature:	July 23, 2019

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> _____ (Printed Company Name)	
I, _____, its duly authorized agent with full power (Printed Name of Agent)	
and authority to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	_____
Signature of Agent:	_____
Date of Signature:	_____

**For ease of response, please e-mail this request from the email account listed above to:
dbe@getipass.com**

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

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

Women: at least 6.9 percent for all contracts.

Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.6%.

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

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

for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition,

the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

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

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

7. EEO FORM 0003 WORKFORCE ANALYSIS

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

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

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

8. SUBCONTRACTOR OBLIGATIONS:

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

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

9. GOOD FAITH EFFORT PROCEDURES:

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

10. CORRECTIVE ACTION PLAN:

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

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

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

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

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

11. AMENDED CORRECTIVE ACTION PLAN:

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

12. DETERMINATION OF NON-COMPLIANCE:

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

13. ADMINISTRATIVE RECONSIDERATION:

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

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

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

14. SANCTIONS:

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

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

15. RECORDS RETENTION AND AUDIT

Refer to the audit clause of the contract.

16. INACCURATE OR FRAUDULENT REPORTING:

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

17. OTHER REGULATIONS:

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



Tollway Contract #: RR-19-4470

Prime: K-Five Construction

Date: July 23, 2019

FORM EEO 1256 - WORKFORCE PROJECTION

The undersigned Bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the Bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

TOTAL Workforce Projection for Contract													
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES				
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES		
	M	F	M	F	M	F	M	F	M	F	M	F	
Officials (Manager)													
Supervisors													
Foremen													
Clerical													
Equipment Operators													
Mechanics													
Truck Drivers													
Ironworkers													
Carpenters													
Cement Masons													
Electricians													
Pipefitters, Plumbers													
Painters													
Laborers, Semi-Skilled													
Laborers, Unskilled													
TOTAL													

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

TOTAL Training Projection for Contract								
Employees In Training	Total Employee		Black		Hispanic		*Other Minor.	
	M	F	M	F	M	F	M	F
Apprentices								
On-The-Job Trainees								

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

Note: See Instructions on page 2

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 K-Five Construction Corporation Telephone Number 630-257-5600

Address 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559

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

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

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

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



EEO 0003 Workforce Reporting Worksheet

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

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

STATE OF ILLINOIS

**SPECIAL PROVISION - VETERAN SMALL BUSINESS
PARTICIPATION AND UTILIZATION PLAN - CONSTRUCTION
For State Agency/State University Use Only**

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of 3.00% 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, 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.



PRIME CONTRACTOR: _____
CONTACT NAME: _____
CONTACT PHONE NUMBER: _____
CONTACT E-MAIL: _____

CONTRACT NUMBER _____

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
TOTAL		

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

Form 2026 - 03/2018

Date: 7/23/2019
 Contact Name: David Schmoie
 Contractor Company Name: K-Five Construction Corporation
 From: Kristen Hamilton
 DBE Project Specialist

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

Subject:	VOSB Plan Review	Date Original Plan Submitted:	7/23/2019	Revision #	1
Contract #	RR-19-4470	Established VOSB Goal:	3.00 %		
Contract Description:	Intermittent Pavement Repairs - Tri-State Tollway (I-294) - Mile Post 17.7 to 36.9 and Elgin-O'Hare Tollway (I-390) - Mile Post 7.6 to 11.2.				

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

Notes:

VOSB Plan as Submitted by apparent low bidder:		Core Bid Amount							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Viking Brothers, Inc.	Trucker	VOSB	Trucking	\$61,000.00	\$61,000.00	3.04 %	CMS	M	Caucasian
Total # of subcontracts: 1			TOTAL	\$61,000.00	\$61,000.00	3.04 %			
Total # of subcontractors: 1			Total %	3.04 %	3.04 %				



PRIME CONTRACTOR: K-Five Construction Corp.

CONTACT NAME: Dave Schmoe

CONTACT PHONE NUMBER: 630-257-5600

CONTACT E-MAIL: daves@k-five.net

CONTRACT NUMBER RR-19-4470

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
Viking Bros	HAUL Asphalt onsite	61,000.00
TOTAL		61,000.00

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

Signature

Robert G. Krug, President

Form 2026 - 03/2018

VOSB CONSTRUCTION

VIKING BROS. INC.
1665 EASTWOOD DR
AUBORA, IL 60608

Illinois State Toll Highway Authority "ISTHA"

CONTRACT # 19-4470

VOSB FIRM NAME: _____
 CIRCLE ALL THAT APPLY: VOSB IDVOSB

PRIME PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

CHECK ALL THAT APPLY:

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

This form must be completed for EACH 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)
J1440290	Haul Asphalt from Plant to Jobsite	1 LS	61,000.00	61,000.00		61,000.00
TOTALS FOR THIS VOSB FIRM:				61,000.00		61,000.00

*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #J5571010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment therefor must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior 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 30 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: DAVE SCHMIDT This Date: 7/22/19

Signature for VOSB-Deflector: CRAIG A. S. L. C. Title: 7/18/19

Firm Name: K-FNE CONSTRUCTION
 E-mail: daves@k-five.net
 Phone: 630-257-5600
 Address: 999 OAKMONT PLAZA DR, WESTMONT, IL

Firm Name: VIKING BROS. INC.
 E-mail: VAI@vbsi.com
 Phone: 630-841-1414
 Address: AUBORA, IL 60608 630-952-7799

Contract No RR-18-4471

VOSB -7

VIKING BROS. INC.
 1665 EASTWOOD DR.
 AURORA, IL 60508



Illinois State Toll Highway Authority "ISTHA"
 19-9470

Illinois State Toll Highway Authority

CONTRACT # 19-9470 VOSB FIRM NAME: VIKING BROS. INC.
 CIRCLE ALL THAT APPLY: VOSB SOFVBS

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 50% of contract amount if firm is a SUPPLIER)
J1440090	HAVL Asphalt from Plant to IOWSITE	1 LS	61,000.00	61,000.00		61,000.00
TOTALS FOR THIS VOSB FIRM:				61,000.00		61,000.00

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

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
 2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the VOSB will 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 30 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: DAVE SCHMIDT Title: Estimator Date: 7/22/19
 Signature for VOSB Contractor: CHRISTOPHER A. E. L. S. C. Title: Asst. Mgr Date: 7/18/19

Firm Name: K-FNE CONSTRUCTION
 E-mail: daves@k-five.net
 Phone: 630-257-5600
 Address: 999 OAKMONT PLAZA DR, WESTMONT, IL.

Firm Name: VIKING BROS. INC.
 E-mail: VAI@vikingbros.com
 Phone: 630-857-7799
 Address: 1665 EASTWOOD DR AURORA, IL 60508

Print

Page 1 of 2

Subject: CMS: Certification Approved
From: State of Illinois Central Management Services (cms@diversitycompliance.com)
To: vbiinc@sbcglobal.net;
Date: Wednesday, November 15, 2017 9:31 AM

November 15, 2017

Craig Melby
Viking Brothers, Inc.
1665 Eastwood Drive,
Aurora, IL 60506

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)
Certification Term Expires: February 6, 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 74500: ROAD AND HIGHWAY BUILDING MATERIALS
NIGP 75000: ROAD AND HIGHWAY BUILDING MATERIALS
NIGP 96239: HAULING SERVICES
NIGP 96286: TRANSPORTATION OF GOODS, SHIPPING AND HANDLING, AND OTHER FREIGHT SERVICES

Please visit our website at 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.



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: Robert G. Krug Phone contact: 630-257-600

Position: President E-mail address: daves@k-five.net (estimator)

Signature:  Date: July 23, 2019



VOSB FORM 2023

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

Project name: Intermittent Pavement Repairs Project number: RR-19-4470

Bidder name: K-Five Construction Corporation Contact person: Dave Schmoe (estimator)

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: Robert G. Krug **Phone contact:** 630-257-5600

Position: President **E-mail address:** daves@k-five.net

Signature:  **Date:** July 23, 2019

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 criterions of the lowest Bidder and the next apparent low Bidder plus \$1.00 of BID CREDIT.

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

TOLLWAY: The Illinois State Toll Highway Authority.

3. EARNING BID CREDITS

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

4. BIDDING PROCEDURES

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

- 4.1 Each bid solicitation will have a contract-specific total BID CREDIT CAP as determined by the approved TOLLWAY formula on the amount of BID CREDIT that can be applied.
- 4.2 Any credits applied above and beyond the BID CREDIT CAP will not be considered.
- 4.3 If needed, contractors can check the appropriate ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website to ensure BID CREDIT CERTIFICATES SUBMITTED are active.
- 4.4 The BID CREDIT CAP may be met by BID CREDITS:
 - 4.4.1 Earned from one BID CREDIT program or from a combination of BID CREDIT programs, as BID CREDIT CERTIFICATES are now issued as one certificate covering all BID CREDIT programs
 - 4.4.2 Offered for submission by joint venture partners independently, and/or by subcontractors/fabricators independently, as per Section 5 below. If BID CREDITS from different firms are submitted on the same bid, the BID CREDITS are applied via BID CREDIT ALLOCATION as defined above proportionally to the amounts originally submitted on the bid.
- 4.5 Entering BID CREDITS on the bid forms:
 - The BASE BID is to be clearly identified on line #1 of the P page;
 - Line #2 is to include the total amount of BID CREDIT applied to the bid;
 - Line #3 is to include the AWARD CRITERIA (Line #1 minus Line #2 equals Line #3).

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

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

- Identify the scope of work and dollar amount committed to each subcontractor/fabricator where a BID CREDIT CERTIFICATE is being calculated in the BID CREDIT;
- Ensure that the BID CREDIT CERTIFICATE is in active mode, which can be done through checking the ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website (www.illinoistollway.com 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-19-4470
CONTRACTOR/CONSULTANT NAME: K-Five Construction Corporation

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/ido/index.htm>).
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the

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

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

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

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

to perform the contract.

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

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 **TOLLWAY SUPPLEMENTAL PROVISIONS**

25.1.1 **Agents and Employees:**

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

25.1.2 **Publicity:**

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

25.1.3 **Third Party Beneficiaries:**

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

25.1.4 **Successors in Interest:**

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

25.1.5 **Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 **REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under

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

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

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

25.3 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

K-Fire Construction Corp. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

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

Agreed: <u>K-Fire Construction Corp.</u>	Agreed:
By: <u>Robert G. Keas</u>	By:
Signed: _____	Signed:
Position: <u>Director</u>	Position:
Date: <u>7-23-19</u>	Date:



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

Date: July 23, 2019 **Project Number:** RR-19-4470

Project Name: Intermittent Pavement Repairs

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: K-Five Construction Corporation

Federal Employment Identification Number (FEIN) [REDACTED]

E-Mail: estimating@k-five.net

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2026 and VOSB Form 2026, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
Tough Cuts		P.O. Box 1536 FRANKFORD, IL	CRACK FILL	23%
Maintenance COATING		543 WOODWAY, ELGIN, IL	Striping	2%
Viking Bros		1665 EASTWOOD DR, AURORA, IL	HAULING	3%

Signature: [REDACTED]

Date: July 23, 2019

Printed Name: Robert G. Krug, President

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

Search Cyberdriveillinois.com

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	51138449
Entity Name	K-FIVE CONSTRUCTION CORPORATION
Status	ACTIVE

Entity Information

Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Wednesday, 13 April 1977
State	ILLINOIS
Duration Date	PERPETUAL

Agent Information

Name ROBERT G KRUG
Address 999 OAKMONT PLAZA DR STE 200
WESTMONT , IL 60559
Change Date Wednesday, 2 May 2018

Annual Report

Filing Date Thursday, 28 March 2019
For Year 2019

Officers

President ROBERT G KRUG 1260 HIDDEN COURT WHEATON IL 60189
Name & Address

Secretary ROBERT W KRUG 7537 RIDGEWOOD LANE BURR RIDGE 60527
Name & Address

[Return to Search](#)

Purchase Certificate of Good Standing

(One Certificate per Transaction)

- File Annual Report
- Adopting Assumed Name
- Articles of Amendment Effecting A Name Change
- Change of Registered Agent and/or Registered Office

About Us

Contact Us





Office of the Secretary of State Jesse White
OVERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 51138449
Entity Name K-FIVE CONSTRUCTION CORPORATION
Status ACTIVE

Entity Information

Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Wednesday, 13 April 1977
State ILLINOIS
Duration Date PERPETUAL

Agent Information

Name
ROBERT G KRUG

Address
999 OAKMONT PLAZA DR STE 200
WESTMONT , IL 60559

Change Date
Wednesday, 2 May 2018

Annual Report

Filing Date
Thursday, 28 March 2019

For Year
2019

Officers

President
Name & Address
ROBERT G KRUG 1260 HIDDEN COURT WHEATON IL 60189

Secretary
Name & Address
ROBERT W KRUG 7537 RIDGEWOOD LANE BURR RIDGE 60527

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:05 07/31/19

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 07/31/19 AT 13:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:05 07/31/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 07/31/19 AT 13:05 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:05 07/31/19

ACTION: S

VENDOR NUMBER=

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 07/31/19 AT 13:06 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

13:05 07/31/19

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 07/31/19 AT 13:07 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

Contract # RR-19-4470 Today's Date 7/23/19

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

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

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

K-Five Construction Corporation

Contractor

Robert G. Krug, President

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

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: **Robert G. Krug**

Business Name: **K-Five Construction Corporation**

Taxpayer Identification Number:

Social Security Number:

or

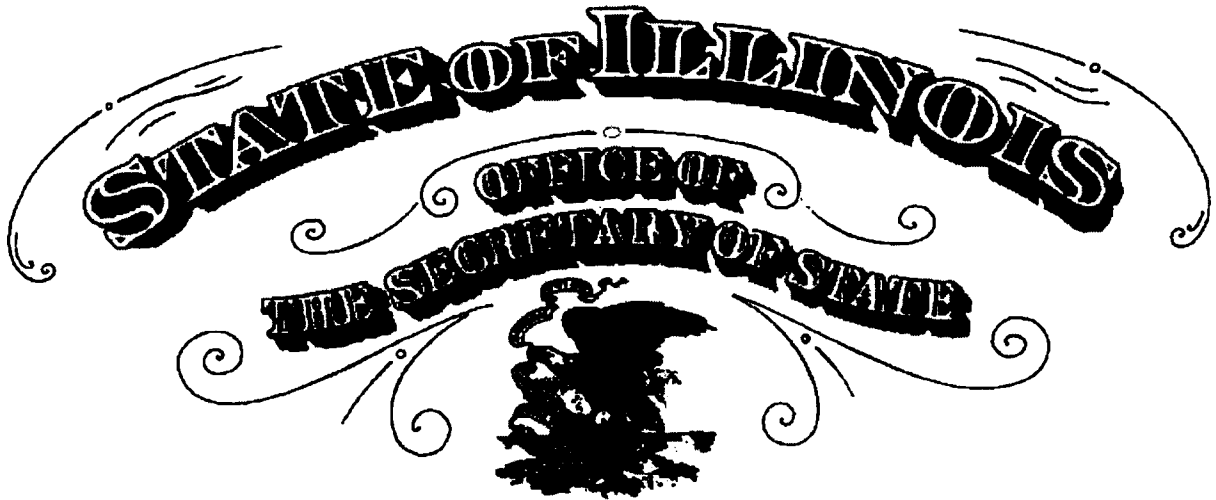
Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: **July 23, 2019**



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

K-FIVE CONSTRUCTION CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 13, 1977, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1407000890

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of MARCH A.D. 2014 .

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12450

K-Five Construction Corporation

999 Oakmont Plaza Dr, Suite 200

Westmont IL 60559

Information for this business last updated on:

Monday, February 19, 2018

Certificate produced on Monday, February 19, 2018 at 4:10 PM



ILLINOIS STATE BOARD OF ELECTIONS

Search

Information For Voters	Campaign Disclosure	Running for Office	Candidate Filing and Results	Business Registration	Press Room	About The Board
------------------------	---------------------	--------------------	------------------------------	-----------------------	------------	-----------------

K-Five Construction Corporation

Address: 999 Oakmont Plaza Dr, Suite 200
Westmont, IL 60559

Last Activity: 5/9/2019 9:14:24 AM

Business Status: Active

[View Business Status History](#)

[Download This List](#)

Affiliates	
Name	Address
47 Asphalt Company	999 Oakmont Plaza Dr., Suite 200 Westmont, IL 60559
B-K Concrete Products Inc.	999 Oakmont Plaza Dr., Suite 200 Westmont, IL 60559
Chicago Materials Corporation	999 Oakmont Plaza Dr., Suite 200 Westmont, IL 60559
DuPage Materials Company LLC	999 Oakmont Plaza Dr., Suite 200 Westmont, IL 60559
K-FAM Limited Liability Company	999 Oakmont Plaza Dr., Suite 200 Westmont, IL 60559

First Prev 1 2 3 4 5 Next Last Page Size 24 Total Records

Activity	
Activity Date	Details
5/9/2019 9:14:24 AM	Certificate Produced
5/9/2019 9:13:34 AM	Certificate Produced
1/30/2019 10:33:28 AM	Certificate Produced
1/30/2019 10:32:38 AM	Certificate Produced
2/19/2018 4:10:44 PM	Certificate Produced

First Prev 1 2 3 4 5 6 7 8 9 10 Next Last Page Size 110 Total Records 22 Total Pages

Search For Contributions (How accurate is this match?)

Match contributions for:
 Entire Business
 Business Only, No Affiliates

Match contributions by:
 By Name
 By Address
 By Name and Address (Both must match)

Springfield Office

2329 S. MacArthur Blvd.
Springfield, IL 62704
Phone: 217-782-4141
Fax: 217-782-5959

Chicago Office

100 W. Randolph, Suite 14-100
Chicago, IL 60601
Phone: 312-814-6440
Fax: 312-814-6485

External Links

Illinois Amber Alert
National Center for Missing and Exploited Children
Illinois Election Statutes
Federal Election Commission
State of Illinois Homepage
Election Assistance Commission

Contact Us

Employment Opportunities
Feedback
Publications
Glossary
Frequently Asked Questions



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

IPB Reference #:

Procurement/Contract #: **RR-19-4470 Intermittent Pavement Repairs**

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 #: **20081350** IPG Expiration Date: **6/27/2020**

2. Certification Timely to this Solicitation or Contract

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

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

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

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

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract:

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached				

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: **K-Five Construction Corporation**

Phone: **630-257-5600**

Street Address: **999 Oakmont Plaza Drive, Suite 200**

Email: **estimating@k-five.net**

City, State, Zip: **Westmont, IL 60559**

Vendor Contact: **Joe Bodzloch**

Signature _____

Date: **July 23, 2019**

Printed Name: **ROBERT G. KRUG**

Title: **President**

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
City of Chicago	City of Chicago	ASP Overlay and Patch at O'Hare and Midway	Active	18,487,391.87	28753
Ill Dept of Transportation	IDOT	IDOT 81 63838 East New York Ave	Open	7,511,509.00	63838
City of Chicago	City of Chicago	Midway Runway 13C-31C	Open	31,438,110.13	14004
Chicago Heights Const Co	CMS	Chicago Hts Gov State Univ Campus	Open	886,922.48	14033
Oakley Construction Company	City of Chicago	Oakley Midway Landside Parking Lot	Open	3,182,658.23	15038
Judlau Contracting	ISTHA	Judlau I-15-4237 I-90	Open	10,943,895.59	I-15-4237
Kenny Construction Co	IDOT	Kenny IDOT 60X07 I 55 US 41(LSD)	Open	485,085.44	60X07
Ill Dept of Transportation	IDOT	IDOT 110 61C06 Plainfield Road	Open	2,250,663.00	61C06
City of Chicago	City of Chicago	Chicago Snow Rem Midway	Active	8,937,282.60	16022
K-Five / Quality JV	IDOT	K-Five/Quality IDOT 62B06 I-94 Safety Impr	Open	808,493.00	62B06
Austin Power Partners	City of Chicago	Austin Powers O'Hare CONRAC	Open	1,025,691.00	5173-100
City of Chicago	City of Chicago	Chicago Midway 4R-21L Rehab	Open	18,448,763.25	41944
K-Five/Photo JV	City of Chicago	K-Five/Photo O'Hare 10L-28 Rehab	Open	7,382,334.27	43325
Ill Dept of Transportation	IDOT	IDOT 222 61C10 Church Road	Open	1,510,000.58	61C10
Acura Inc.	IDOT	Acura IDOT 60X77 I 280 I-90/94 Racine Ramp	Active	605,234.18	60X77
Ill Dept of Transportation	IDOT	IDOT 7 60Y65 I 55 Weber	Open	32,415,046.23	60Y65
Ill Dept of Transportation	IDOT	IDOT 62C19 IL 43 Harlem Avenue	Open	2,281,634.11	62C19
Ill Dept of Transportation	IDOT	IDOT 60Y67 Archer Avenue	Open	1,020,328.98	60Y67
Alliance Contractors, Inc	IDOT	Alliance IDOT 62A47 RI 45 & US 34	Open	354,388.00	62A47
Dunnet Bay Construction Co	IDOT	Dunnet Bay IDOT 61D24 15st Over Silver Crk	Open	45,130.35	61D24
Pan Oceanic Engineering	City of Chicago	Pan Oceanic Chicago Sewer Various St	Open	658,000.19	P-2017-10
Walsh Construction	City of Chicago	Walsh O'Hare Txy Z/J Tank Farm Road	Active	3,370,086.30	217052
Ill Dept of Transportation	IDOT	IDOT 62D11 IL 19 Bardett to Wide Rd	Open	2,320,495.02	62D11
Ill Dept of Transportation	IDOT	IDOT 61D11 Kautz Rd Aurora	Open	473,417.28	61D11
Ill Dept of Transportation	IDOT	IDOT 61D51 Galy Ave Wheaton	Open	315,371.42	61D51
Alliance Contractors, Inc	IDOT	Alliance IDOT 60M42 Harlem	Open	474,211.51	
F.H. Paschen, S.N. Nielsen	City of Chicago	FH Paschen O'Hare Rwy 9C-27C Phase I	Active	11,455,557.70	57353
Acura Inc.	ISTHA	Acura ISTHA 5714 I 294 1Mie Long Bridge	Open	110,327.20	RR-16-5714
Ill Dept of Transportation	IDOT	IDOT 60Y68 Archer & IL 83	Open	1,459,184.16	60Y68
IHC Construction Companies	MWRDGC	IHC MWRD Cherry Creek	Open	39,690.00	17076-211
F.H. Paschen, S.N. Nielsen	City of Chicago	Paschen CDOT 41st Ped Bridge over LSD	Open	166,921.44	E-5-003
Rosal Contractors	City of Chicago	Rosal O'Hare AA 445 Hanger I	Open	473,462.00	
F.H. Paschen, S.N. Nielsen	City of Chicago	Paschen O'Hare AA L Stripper	Open	182,631.93	2472/2473
MYS General Contractors	IDOT	MYS IDOT 62B62 US12/2045	Open	99,754.20	62B62
City of Chicago	City of Chicago	Chicago Far South Arterial Routes	Open	7,784,972.63	B-3-505
City of Chicago	City of Chicago	Chicago Arterial South Arterial Routes	Open	6,894,618.05	B-3-504
F.H. Paschen, S.N. Nielsen	City of Chicago	Paschen O'Hare AA GEM	Open	408,184.00	CH#148-400.10
Raynes Group Limited	MWRDGC	Raynes McCook Reservoir	Open	1,163,712.47	WR912P6-15-R-0007
Lindahl	City of Chicago	O'Hare Employee Parking Lot	Open	3,772,107.30	643243
IDOT	IDOT	JFK Blvd Arlington Heights to Elk Grove Blvd	Open	2,989,873.00	61E25
LaGrange Park	LaGrange Park	2016 Paving Program Various Streets	Open	2,082,215.50	
Adridge	FAA	O'Hare FAA DIME Shelter	Open	68,886.00	FAA-GL-818D
IDOT	IDOT	IDOT 11C06 Central & Pacific RR to Congress Pkwy	Open	1,959,483.93	62C95
Libe	Village of Lisle	2018 Street Rehab Various Streets	Open	1,567,975.70	17-00084-00-RS
Reliable	Oak Lawn	Southwest Highway Watermain	Open	691,988.18	4A
Sheffari Associates	FAA	O'Hare FAA SIMR Ramote Tower	Active	251,210.00	DTFASA-17-R-00236
Woodridge	Woodridge	2018 Street Resurfacing	Open	1,322,155.88	18-00000-01-GM
Oak Park	Oak Park	2016 Street Resurfacing	Open	1,482,622.07	18-15
Judlau	IDOT	Weber Road & I-55	Open	3,318,991.69	60X10
ISTHA	ISTHA	I 355 IL 56 to I-55	Open	49,473,152.88	RR-16-4255
Glendale Heights	Glendale Hts	Various Street Resurfacing	Open	1,192,951.00	18-00069-00-FP
Herithy	ISTHA	ISTHA I-294 & 159th Street	Active	641,221.25	RR-17-4349

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
Continental Land & Infrastructure	ISTHA	ISTHA 4349 Continental	Active	48,859.44	RR-17-4349
Village of Downers Grove	Village of Downers Grove	Downers Grove 2018 B	Open	2,671,568.84	BJ18032
Ill Dept of Transportation	IDOT	IDOT 62F63 107th Street	Open	1,487,682.68	62F63
Ill Dept of Transportation	IDOT	IDOT 61E51 Custer Ave	Open	1,624,936.82	6.1E+52
Ill Dept of Transportation	IDOT	IDOT 61E62 York Street	Open	666,666.68	6.1E+63
FH Paschen	ISTHA	Paschen ISTHA 188 4313	Open	578,283.60	RR-17-4313
Rausch Infrastructure	Chgo. Dept. of Aviation	Rausch O'Hare Employee Pk	Open	375,781.70	645587
Walsh Construction	City of Chicago	Walsh O'Hare Taxi Z/J Ten	Open	2,026,324.08	594489
ISTHA	ISTHA	ISTHA 4312 186 RI 59 Was	Open	3,303,850.19	RR-17-4312
ISTHA	ISTHA	ISTHA 4388 1 294 Toll Pls	Open	4,583,567.87	I-18-4388
Ill Dept of Transportation	ISTHA	ISTHA 4401 1 294 REPAIRS	Open	1,082,166.79	RR-18-4401
Ill Dept of Transportation	IDOT	IDOT 62D16 IL 38	Active	4,186,351.99	62D16
Ill Dept of Transportation	IDOT	IDOT 62D84 Roosevelt Rd	Active	2,868,000.00	62D84
Ill Dept of Transportation	IDOT	IDOT 62F58 LaGrange Road	Active	5,720,330.36	62F58
Ill Dept of Transportation	IDOT	IDOT 61E46 135th Robbins	Open	1,597,990.00	61E46
Ill Dept of Transportation	IDOT	IDOT 61E79 Madison St	Open	496,969.00	61E79
Ill Dept of Transportation	IDOT	IDOT 61E82 Sherwood Road	Open	282,748.40	61E82
Ill Dept of Transportation	IDOT	IDOT 61E80 Sherwood Road	Active	717,469.00	61E80
FH Paschen	City of Chicago	O'HARE ARFF R2	Active	128,731.25	178J083
Rossi	ORL Fuel Comp.	Rossi Super Satellite P 1	Active	121,800.00	-
Kenny	IDOT	Kenny IDOT 60X78 Jane Byr	Active	12,962.50	60X78
Chicago Skyway	Skyway Concession	Skyway 2018 Resurficing	Open	748,007.00	SCC 2018-04
Village of Oak Park	Village of Oak Park	Oak Park	Open	6,250,000.00	19-12
Reliable	City of Chicago	Reliable Chicago Sewer No	Active	418,561.75	-
Pan-Oceanic	City of Chicago	Pan Oceanic Beesie-Colem	Active	103,473.10	18BJ010
Ill Dept of Transportation	IDOT	IDOT 61F24 Lively Blvd	Active	1,295,822.30	61F24
Ill Dept of Transportation	IDOT	IDOT 61F58 York Road	Active	1,876,674.59	61F38
IMC Construction Companies	IMWRDGC	Addison Creek Reservoir	Pending	663,635.50	-
ISTHA	ISTHA	I-294 Central	Active	32,693.90	RR-19-4441
Ill Dept of Transportation	IDOT	IL 56 Naperville Rd. to IL 53	Active	3,038,711.70	60P68
Ill Dept of Transportation	IDOT	US 20 (Late St) Summerfield Dr. to I-355	Active	3,428,345.16	62G64
Ill Dept of Transportation	IDOT	Vincennes Ave. 119th to 127th, Blue Island	Active	627,549.00	62G67
Ill Dept of Transportation	IDOT	Brainard Ave. Path	Active	964,375.45	61F60
Ill Dept of Transportation	IDOT	IDOT 166 - Kings Blvd.	Active	7,485,866.22	61F40
ISTHA	ISTHA	I-98 Connector	Active	2,168,007.01	RR-13-4117R
Naperville	City of Naperville	City Streets	Active	4,533,938.00	-
DuPage County	DuPage County	South Region	Active	3,907,132.04	-
FH Paschen	ISTHA	4430 - Mile Long bridge	Active	4,927,024.54	I-18-4430
Woodridge	Woodridge	City Streets	Active	2,149,560.79	-
Judiau	IDOT	159th Barner Well Orland Park	Active	120,110.90	ACNGPP-0351 (028)
Acqua	Vila Park	Village Park North Princeton Ave.	Active	111,318.67	-
Ill Dept of Transportation	IDOT	IDOT 6 IL 56 I 355 to 22nd Lombard Oak Brook Downers	Active	4,278,639.53	60V17
Ill Dept of Transportation	IDOT	IDOT 8 IL 53 I 88 to 59th Lisle	Active	2,942,253.99	62G23
Ill Dept of Transportation	IDOT	IDOT 115 James Ave 75th to Center Woodridge	Active	529,749.15	61F72
Ill Dept of Transportation	IDOT	IDOT 133 Riverside Dr Harlem to Carmak Berwyn	Active	1,813,626.00	61F01
Ill Dept of Transportation	IDOT	IDOT 135 Bleachard St & President St Wheaton	Active	922,751.00	61F50
Alliance	IDOT	IDOT 136 Diehl Rd Davis Pkwy to Winfield Rd Warrenville	Active	117,392.00	61F52
Hometowne	IDOT	IDOT 138 75th St & Naper Blvd Naperville	Pending	74,967.00	61F66
IDOT	IDOT	IDOT 168 Rodeo Dr at Kings Rd Bolingbrook	Active	2,914,615.79	61F64
Paschen	City of Chicago	O'Hare Runway 9R-27L Extension	Pending	6,051,084.04	-
Romeoville	Village of Romeoville	2019 HMA Program Various Streets Romeoville	Pending	327,490.00	-
Ross/UAL Service Center	UAL	UAL Service Center Roadway Rosemont	Pending	62,000.00	-

Primary Customer	Agency	Project Title	Status	Value	Contract Reference #
Chicago Skyway	Skyway Concessions	Various Chicago Skyway Construction Works	Pending	780,954.01	SOC 2019-02
Trinley Park	Village of Trinley Park	FY2020 Municipal Parking Lot Improvement	Pending	495,161.98	
Judlau	ISTHA	I 284 Retaining Wall	Pending	1,458,657.24	I-18-4446
Fed Ex	Ghafari Assoc.	Fed Ex Express ORDRZ Facility Upgrades Project	Pending	781,724.82	2017150

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K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	6/26/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0313400
REVIEWER	Chris Haberman
DATE REVIEWED	6/28/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	6/27/2020
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	K-FIVE CONSTRUCTION
CONTACT FOR THIS SUBMISSION	Mark Sniegowski (change contact)
PRIMARY CONTACT EMAIL	marks@k-five.net
PHONE	630-257-5600
FAX	630-257-6788
COMPANY EMAIL	jenniferk@k-five.net
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	999 Oakmont Plaza Drive, Suite 200 WESTMONT, IL 60559

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General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Site Visits	Registrations	Reports
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K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B. In order to submit this form.
DATE SUBMITTED	6/26/2019
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime Contractor and Subcontractor- All Forms A-I must be completed.	12
2. NAME OF CEO/BUSINESS OWNER	GEORGE KRUG, JR.	12
3. ANNUAL SALES/GROSS RECEIPTS	153852000	12
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	04/13/1977	12
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	12
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	MARK SNIEGOWSKI	12
CONTACT PERSON TITLE	VICE PRESIDENT & CHIEF FINANCIAL OFFICER	
CONTACT PERSON PHONE	630-257-5600	
CONTACT PERSON EMAIL	MARKS@K-FIVE.NET	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)	12
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K-FIVE CONSTRUCTION

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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	6/26/2019
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM? No ju

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

[Customer Support](#)

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K-FIVE CONSTRUCTION

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Vendor Registration	
FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	6/26/2019
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)	
1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	321 12
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 12 95616-00 02/14/2024

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 12

Additional Information	
STAFF ATTACHED FILE(S)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div>
Refresh List after attaching file(s).	

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K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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Vendor Registration	
FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/26/2019
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	<u>Mark Sniegowski</u>
FLAG FORM	<u>Add Flag</u>

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 12

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 12

N/A
3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 12

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 12

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 12

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 12

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

12450

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

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K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	6/26/2019
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 12

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

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K-FIVE CONSTRUCTION

System Vendor Number: 20081350

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/26/2019
STATUS	Accepted
BUSINESS NAME	K-FIVE CONSTRUCTION
POINT OF CONTACT	Mark Sniegowski
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

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

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

Yes

Document	Status
Parent Form IPG Disclosures KFAM 6 26 19.pdf (PDF, 478.25 KB)	Attached by Mark Sniegowski on 6/26/2019

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

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

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

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

Document	Status
List of Individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form (DOCX, 146.11 KB)	Attached by Mark Sniegowski on 5/7/2019

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. }u

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. }u

Yes

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

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? }u

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? }u

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? }u

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? }u

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)? }u

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)? }u

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. }u

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. }u

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? }u

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? }u

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? }u

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? }u

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? }u

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? }u

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? }u

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? }u

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. }u

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. }u

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. }u

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)

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**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: K-FIVE CONSTRUCTION CORPORATION

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
K-FAM LIMITED LIABILITY COMPANY	13769 MAIN STREET LEMONT, IL 60439	100%	Click here to enter text.	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	K-Five Construction Corporation
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	K-FAM Limited Liability Company
Disclosing Entity's Parent Entity	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not Including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, 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.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

STEP 2 - DISCLOSURE OF FINANCIAL INTERESTS

TABLE - X

<u>Name</u>	<u>Address</u>	<u>Percentage Ownership</u>	<u>\$ Value of Ownership</u>
George B. Krug, Jr. Dynasty Trust	[REDACTED]	10.0076%	
Kay Ellen Tippen Krug Dynasty Trust		10.8190%	
Robert W. Krug Living Trust		20.9169%	
Robert W Krug Dynasty Trust		13.5238%	
Josephine M. Krug Living Trust			\$845,000
Josephine M. Krug Dynasty Trust		13.1221%	
Robert G. Krug Trust		18.4478%	
Jennifer A. Krug Living Trust (Jennifer K. McNaughton, Trustee)			\$242,200
Family K LLC		11.2868%	

TABLE - Y

<u>Name</u>	<u>Address</u>	<u>Percentage of Distributive Income</u>	<u>\$ Value of Distributive Income</u>
George B. Krug, Jr. Dynasty Trust	[REDACTED]	10.0076%	
Kay Ellen Tippen Krug Dynasty Trust		10.8190%	
Robert W. Krug Living Trust		20.9169%	
Robert W Krug Dynasty Trust		13.5238%	
Josephine M. Krug Living Trust			\$845,000
Josephine M. Krug Dynasty Trust		13.1221%	
Robert G. Krug Trust		18.4478%	
Jennifer A. Krug Living Trust (Jennifer K. McNaughton, Trustee)			\$242,200
Family K LLC		11.2868%	

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed 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 disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Click here to enter text.

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been 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? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been 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? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 4

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you 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? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you 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 office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you 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? Yes No
9. Do you 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? Yes No
10. Do you 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? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

Click here to enter text.

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Responses are applicable to all entities shown in Step 2 tables X and Y and the disclosing entity.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: K-FAM Limited Liability Company

Signature

Date: 06/26/2019

Printed Name: Mark A. Sniegowski

Title: Vice President & Chief Financial Officer

Phone Number: (630) 257-5600

Email Address: marks@k-five.net



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 3069

K-Five Construction Corporation
999 Oakmont Plaza Drive Suite 200 WESTMONT, IL 60559

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	\$7,375,000
002	PCC PAVING	\$20,900,000
003	HMA PLANT MIX	Unlimited
017	CONCRETE CONSTRUCTION	\$28,775,000
031	PAVT. TEXTUR. & SURF. REM.	\$2,000,000
032	COLD MILL, PLAN. & ROTOMILL	\$7,875,000
08A	AGGREGATE BASES & SURF. (A)	\$5,875,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/25/2019 TO 6/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/26/2019.



Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-19-4470

(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.

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-19-4470

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 15th, August 2019 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and K-Five Construction Corporation,

- * 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 Westmont, 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.

CONTRACT NO: RR-19-4470

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 November 15, 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 November 15, 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-19-4470

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-19-4470

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-19-4470

**CONTRACT NO: RR-19-4470
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 K-Five Construction Corporation at:

999 Oakmont Plaza Drive, Suite 200

Westmont, IL 60559

or to the AUTHORITY at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time. Addendum, if any, referred to on Page P-1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

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

Agreed By:

[Redacted Signature]

August 2, 2019

President

Date

Robert G. Krug

Printed Name as Signed Above

ATTEST:

[Redacted Signature]

(Seal)

Secretary

Robert W. Krug

Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

[Redacted Signature]

September 16, 2019

Will Evans, Chairman / José Alvarez, Executive Director

Date

Chief Executive Officer

APPROVED:

[Redacted Signature]

09/12/19

Michael Colsch, Chief Financial Officer

Date

APPROVED:

[Redacted Signature]

9/19/19

Kathleen Pasulka-Brown, General Counsel

Date

Approved as to Form and Constitutionality

[Redacted Signature]

Attorney General, State of Illinois

Date

CORPORATION SIGNATURE FORM

At a meeting on August 2, 2019, the Board of Directors
of K-Five Construction Corporation adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Robert G. Krug
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

K-Five Construction Corporation
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. RR-19-4470.”

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

(Corporate Seal)

August 2, 2019
Date


Secretary



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 #



Business Name K-Five Construction Corporation

Address 999 Oakmont Plaza Drive, Suite 200

City Westmont State IL Zip 60559

Contract Number RR-19-4470

Estimated Contract Start Date 09/12/19

##

Estimated Contract End Date 11/15/19

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-19-4470

PERFORMANCE BOND

Bond No. 30079654

KNOW ALL PERSONS BY THESE PRESENTS, That we, K-Five Construction Corporation,
(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
(Name of Surety)

a corporation organized and existing under the laws of the State of Illinois with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Two Million One Hundred Forty-Six Thousand Four Hundred Thirty-Two Dollars and Fifteen Cents (\$2,146,432.15), 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

RR-19-4470 Intermittent Pavement Repairs
(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as “the Contract”.

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 1st day of August, 2019.

Surety Continental Casualty Company

Address 151 N. Franklin St.

Chicago, IL 60606

By [Redacted Signature]
(Seal) Kimberly R. Holmes Attorney in Fact

Agent for
Surety Brown & Brown of Illinois

Address 2300 Cabot Drive, Ste. 100

Lisle, IL 60532

Principal K-Five Construction Corporation

Address 999 Oakmont Plaza Drive, Ste. 200

Westmont, IL 60559

By [Redacted Signature]
(Signature) (Seal)

Robert G. Krug, President
(Name & Title)

Attest [Redacted Signature]
Robert W. Krug Corporate Secretary

(Attach Surety's Power of Attorney)

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

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

ss

STATE OF ILLINOIS

COUNTY OF DuPage

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 1st day of August A.D., 2019.



(Notary Public) Ann Marie Waters
My Commission expires: 07/05/2021

Notary Seal:



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

William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Richard A Freebourn Jr, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of March, 2019.



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



Paul T. Bruflat / Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of March, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021



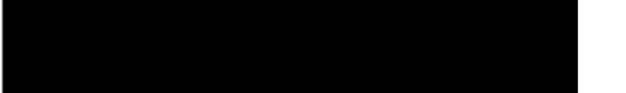
J. Mohr / Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of August, 2019.



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



D. Johnson / Assistant Secretary

Form F6853-4/2012

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

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 25th 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 25th 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 25th 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.”

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4470

PAYMENT BOND

Bond No. 30079654

KNOW ALL PERSONS BY THESE PRESENTS, That we, K-Five Construction Corporation,
(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
(Name of Surety)

a corporation organized and existing under the laws of the State of Illinois with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Two Million One Hundred Forty-Six Thousand Four Hundred Thirty-Two Dollars and Fifteen Cents (\$2,146,432.15), 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

RR-19-4470 Intermittent Pavement Repairs

(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as “the Contract”.

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 1st day of August, 2019.

Surety Continental Casualty Company

Principal K-Five Construction Corporation

Address 151 N. Franklin St.

Address 999 Oakmont Plaza Dr., Ste 200

Chicago, IL 60606

Westmont, IL 60559

By


(Seal) Kimberly R. Holmes, Attorney in Fact

By


(Signature) (Seal)

Robert G. Krug, President
(Name & Title)

Agent for

Surety Brown & Brown of Illinois

Attest


Corporate Secretary, Robert W. Krug

Address 2300 Cabot Dr., Ste. 100

Lisle, IL 60532

(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)**

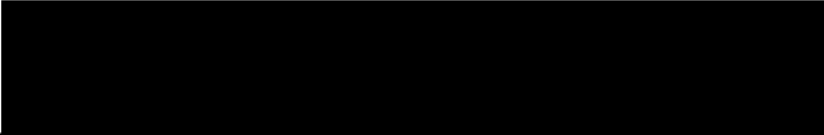
ss

STATE OF ILLINOIS

COUNTY OF DuPage

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 1st day of August A.D., 2019.


(Notary Public) Ann Marie Waters
My Commission expires: 07/05/2021

Notary Seal:



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

William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Richard A Freebourn Jr, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 28th day of March, 2019.



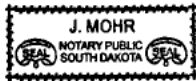
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of March, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021



J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 1st day of AUGUST, 2019.



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



D. Johnson Assistant Secretary

Form F6853-4/2012

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 25th 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 25th 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 25th 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.”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: Jo-Ann E. Billo, CISR, CRIS PHONE (A/C, No, Ext): 815-215-4712 FAX (A/C, No): 877-224-9706 E-MAIL ADDRESS: JoAnn.Billo@HUBinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	INSURER A: Allied World National Assurance Company INSURER B: Hartford Fire Insurance Company INSURER C: Scottsdale Insurance Company INSURER D: Trumbull Insurance Company INSURER E: Navigators Insurance Company INSURER F: Market American Insurance Company	
	NAIC #	
	10690 19682 41297 27120 42307 28932	

COVERAGES **CERTIFICATE NUMBER: 1232680222** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Incl/BFPD <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	0310-5762	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83UENQU2771	2/28/2019	2/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damage \$ 130,000 ACV
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	XLS0109196	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 *FOLLOWS FORM* \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WNQU2770	2/28/2019	2/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			HO19EXCZ01C6UIV	2/28/2019	2/28/2020	Each Occ/Aggregate \$5MM/\$5MM X
F	Excess Liability			MKLM4EUE100392	2/28/2019	2/28/2020	Each Occ/Aggregate \$5MM \$15MM/\$15MMX\$10MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation/Builders Risk - QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 2/28/2019 - 2/28/2020; Any One Jobsite Limit: \$1,000,000
Leased/Rented Equipment - Policy# QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 2/28/2019 - 2/28/2020; Limit: \$600,000 Per Item
Pollution/Professional - Policy# 0310-5780 Carrier: Allied World Assurance Co. Inc.; Eff: 2/28/2019 - 2/28/2020; Each Loss/Aggr Limit: \$2,000,000

RE: ISTHA Contract RR 19-4470; Intermittent Pavement Repairs; Tri-State Tollway (I-294) - Mile Post 17.7 to 36.9 and Elgin-O'Hare Tollway (I-390) - Mile Post 7.6 to 11.2

The following are included as Additional Insureds on the General Liability, Automobile Liability and Pollution Liability on a Primary and Non-contributory basis if See Attached...

CERTIFICATE HOLDER The Illinois State Toll Highway Authority Attention: Risk Management 2700 Ogden Avenue Downers Grove IL 60515	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. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	
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

required by written contract as respects operations performed by the Named Insured in connection with the above-noted project:

Per attached CG2010 10/01 & CG2037 10/01 -The Illinois State Toll Highway Authority together with its officials, directors and employees , and;

Per attached CG2032 04/13- The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager

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

Umbrella follows form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

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 Not Engaged by the insured whom you have agreed to include as an additional insured under a written contract or agreement provided that such was executed prior to an occurrence.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

If, prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for injury or damage as required under an "insured contract", we will also waive any rights we may have against such person or organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The Illinois State Toll Highway Authority together with its officials, directors and employees. Any person or organization you have agreed to include as an additional insured under a written contract or written agreement provided that such was executed prior to an occurrence.

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

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

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

2. Exclusions

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>The Illinois State Toll Highway Authority together with its officials, directors and employees. Any person or organization you have agreed to include as an additional insured under a written contract or written agreement provided that such was executed prior to an occurrence.</p>
<p>Location And Description of Completed Operations:</p>
<p>Additional Premium:</p> <p>Included</p>

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

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

and certified to provide environmental services. We shall consult with you in conjunction with the selection of the **environmental professional**.

14. **Fungi** means any of numerous eukaryotic organisms of the kingdom Fungi, which lack chlorophyll and vascular tissue and range in form from a single cell to a body mass of branched filamentous hyphae that produce specialized fruiting bodies.
15. **Insured(s)** means:
- a. The **named insured**;
 - b. Any present or former partner, director, officer, manager, member or employee, including a **leased worker** and a **temporary worker**, of the **named insured** solely while acting on behalf of the **named insured**;
 - c. Any **insured** with regard to its participation in a legal entity including a joint venture, but solely for the **insured's** legal liability for its performance of **professional services** or **your work** under the respective legal entity or joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture, except as respects liability assumed by the **insured** for a **pollution incident**;
 - d. With regard to SECTION I - INSURING AGREEMENTS, 2. Contractors Pollution Liability only, any client of the **named insured** that the **named insured** has agreed by written contract to name as an additional **insured** on this policy, but only with respect to covered **damages** caused by **your work**;
 - e. Any entity which is specifically referenced as an **insured** by endorsement;
 - f. The estate, heirs, executors, administrators or legal representatives of an **insured** in the event of such **insured's** death, incapacity or bankruptcy but only to the extent such **insured** would otherwise be provided coverage under this policy;
 - g. Any entity newly formed or acquired by the **named insured** during the **policy period** in which the **named insured** has more than fifty percent (50%) legal or beneficial interest. However:
 - (1) Coverage will only be provided for **claims** arising out **professional services** or **your work** performed on or after the date of formation or acquisition; and
 - (2) This coverage will expire within ninety (90) days of such formation or acquisition or the end of the **policy period**, whichever is earlier, unless the **named insured** provides written details of such newly formed or acquired entity to us and pays the additional premium requested by us, if any.
16. **Insured contract** means that part of any written contract or written agreement under which the **named insured** assumes the tort liability of another party to pay compensatory damages for **bodily injury**, **property damage**, **environmental damage** or **emergency response expense**, to a third person or organization, provided that such written contract or written agreement is signed by the **named insured** prior to the **bodily injury**, **property damage**, **environmental damage** or **emergency response expense**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
17. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
18. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- a. Subject to the Limits of Liability set forth in ITEM 3. and ITEM 4. of the Declarations, the Company is liable only for that portion of coverage provided under this policy in excess of the applicable Retention, if any. In the event multiple insuring agreements or coverage parts apply, only one Retention will apply which shall be the highest Retention amount of the applicable coverage parts. These respective Retentions shall be paid by the **named insured** and remain uninsured. We may pay any part or all of the Retention amount to effect settlement of any **claim** or suit, or to pay **clean-up costs** or **emergency clean-up costs** which may be covered under this policy, and upon notification of the action taken, you shall promptly reimburse us for such part of the Retention amount as has been paid by us.

SECTION V – CONDITIONS

1. **Audit and Inspection**

We will be permitted upon reasonable prior notice to audit, monitor and inspect on a continuing basis any of the **insured's** books and records at any time during the **policy period** and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy. We will also be permitted upon reasonable prior notice to inspect, sample and monitor on a continuing basis the **insured's** operations. Neither our right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon will constitute an undertaking, on behalf of us or others, to determine or warrant that operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.

We may modify, amend or delete any of the terms and conditions of this policy including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by any **insured** in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

2. **Subrogation**

In the event of any payment under this policy, we will be subrogated to all the **insured's** rights of recovery thereof and the **insured** will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **insured** will do nothing to waive or prejudice such rights. Any amounts recovered in excess of our total payment will be paid to the **insured**, less the cost to us of recovery. However, it is agreed that we waive our rights of subrogation under this policy against clients of the **named insured** to the extent the client's written contract with the **named insured** requires such a waiver of subrogation, but only:

- a. To the extent required by such contract; and
- b. When such contract has been executed prior to any event, work or professional services that would give rise to coverage under this policy.

3. **Changes**

Notices to any agent or knowledge possessed by any agent will not effect a waiver or a change in any part of this policy or prevent us from asserting any rights under the terms of this policy, nor will the terms of this policy be waived or changed, unless endorsed hereon by us.

4. **Assignment**

It is agreed that the insurance provided herein cannot be transferred or assigned to another party without the express written consent of us. Assignment of interest under this policy shall not bind us until our consent, which shall not be unreasonably withheld, is endorsed thereon.

ABCDEF GHI

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83WNQU2770

Endorsement Number:

Effective Date: See Cert

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

K-Five Construction Corporation
999 Oakmont Plaza Drive
Westmont, IL 60559

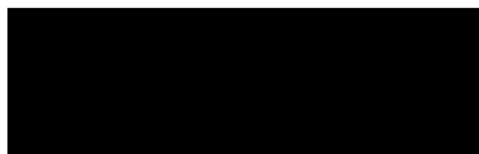
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

APPLICABLE WHEN REQUIRED BY WRITTEN CONTRACT.

Countersigned by



Authorized Representative



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
8/2/2019

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.

AGENCY Hub International Midwest, Ltd. Columbian Agency 55 East Jackson Boulevard, Floor 14A Chicago, IL 60604		PHONE (A/C, No, Ext): (815) 485-4100	COMPANY Charter Oak Fire Insurance Company	
FAX (A/C, No): (815) 485-2936		E-MAIL ADDRESS:		
CODE: AGENCY CUSTOMER ID #: K-FICON-01		SUB CODE:		
INSURED K-Five Construction Company 999 Oakmont Plaza Drive, Suite 200 Westmont, IL 60559		LOAN NUMBER		POLICY NUMBER QT-660-2C421833
		EFFECTIVE DATE 2/28/2019	EXPIRATION DATE 2/28/2020	CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Contract # RR-19-4470: Intermittent Pavement Repairs Tri-State Tollway (I-294)-Mile Post 17.7 to 36.9 and Elgin-O'Hare Tollway (I-390)-Mile Post 7.6 to 11.2

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


COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater: Limit at any one location Limit	\$2,146,500	5,000
Transit limit	\$2,146,500	5,000
Limit at temporary location	\$2,146,500	5,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The Illinois State Toll Highway Authority As Their Interest May Appear Attention: Risk Management 2700 Ogden Avenue Downers Grove, IL 60515	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
	AUTHORIZED REPRESENTATIVE		
			



HUB International Limited

1411 Opus Place, Suite 450
Downers Grove, IL 60515
815-215-4712
www.hubinternational.com

August 2, 2019

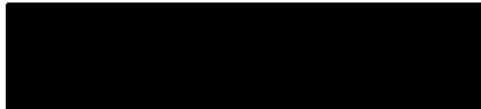
Mr. Mark Thomas
The Illinois State Toll Highway Authority
Risk Management Division
2700 Ogden Avenue
Downers Grove IL 60515

RE: K-Five Construction Corp.
Contract # RR-19-4470 – Illinois State Toll Highway Authority
Intermittent Pavement Repairs
Tri-State Tollway (I-294) from Mile Post 17.7 to Mile Post 36.9 and
Elgin-O'Hare Tollway (I-390) from Mile Post 7.6 to 11.2

Dear Mr. Thomas:

All provisions of the accepted certificates of insurance and policy binders can be obtained. All endorsements indicated have been requested from the appropriate insurance carrier or are currently endorsed on the policies. HUB International agency is a binding agent for the insurance carriers providing coverage for the above referenced project.

Sincerely,



R. Lee McWethy
Executive Vice President

RLM/jeb