

## RESOLUTION NO. 21980

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4487 for Westbound Pavement and Structural Preservation and Rehabilitation on the Jane Addams Memorial Tollway (I-90), Mile Post 2.6 (Rockton Road) to Mile Post 18.3 (Kishwaukee River Bridge). The lowest responsive and responsible bidder on Contract No. RR-19-4487 is William Charles Construction Company, LLC in the amount of \$5,018,966.62.

**Resolution**

Contract No. RR-19-4487 is awarded to William Charles Construction Company, LLC in the amount of \$5,018,966.62, 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 



May 27, 2020

Mr. Ben Holmstrom, President  
William Charles Construction Company, LLC  
833 Featherstone Road  
Rockford, IL 61107

**Re: Construction Contract RR-19-4487  
Westbound Pavement and Structural Preservation and  
Rehabilitation and Toll Plaza 2 Improvements  
Jane Addams Memorial Tollway (I-90)  
Rockton Road to Kishwaukee River Bridge  
Mile Post 2.6 to Mile Post 18.3**

## **NOTICE TO PROCEED**

Dear Mr. Holmstrom:

As of this date, with receipt of all the executed Contract Documents, in accordance with Section 103.08 of the Tollway Supplemental Specifications and S.P. 104 of the Contract Requirements, the Work commencement date is hereby set forth as May 27, 2020. Construction of the Work can commence and the terms and conditions of your Contract Documents become effective on this date. A duplicate original of the contract book will follow shortly by mail.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from subcontractors of all tiers, whose contract value exceeds \$50,000. Truckers and suppliers are exempt from the certification /disclosure requirement. The e-Builder A-15 (Subcontractor Approval) and FDR (Financial Disclosure Review) processes are the vehicles to request approval of a subcontractors and for submittal of certification/disclosure forms. Subcontractors who have not been approved in the e-Builder A-15 process or have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000.

In accordance with the Contractor's Quality Program Manual, Section 3.3 – Submittal – we are requesting submittal of your Contractor's Quality Plan, via Tollway's Web-Based Project Management System, within fourteen (14) days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.



William Charles Construction Company, LLC  
Contract RR-19-4487  
Notice To Proceed  
Page 2 of 2

Baseline schedule for the scope of this contract will be required to be submitted to the Engineer within 14 calendar days of the issuance of the Notice to Proceed per Tollway Supplemental Spec. 108.02.

As provided in Special Provision 103.1 and Article 108.05 of the Tollway Supplemental Specifications, the completion date for this project is hereby fixed at October 30, 2020.

Sincerely,



Eric Occomy  
Chief of Contract Services

EO: cmhg

cc	Greg Stukel	Chief Engineering Officer
	Carlos Tibbs	Robert Flaska
	Eleanor Curcuro	John Stevens
	Dorothy Jablonski	Lt. Robert Meeder

File:03.4487.01.03 LT\_Tollway\_EO\_4487WilliamCharlesNTP\_05272020

**RETURN WITH BID**

**CONTRACT RR-19-4487**

**WESTBOUND PAVEMENT AND STRUCTURAL  
PRESERVATION AND REHABILITATION  
AND  
TOLL PLAZA 2 IMPROVEMENTS**

**JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
ROCKTON ROAD TO KISHWAUKEE RIVER BRIDGE  
MILE POST 2.6 TO MILE POST 18.3**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**

**REQUIRED DOCUMENTS**

**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-19-4487  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: January 24, 2020**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **January 30, 2020**.

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. Revised Schedule of Price Pages P-6R, P-8R and P-13R and original Schedule of Price Pages P-5, P-7, P-9 through P-12, and P-14 through P-18 accompany this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. The following revised Special Provisions pages are included with this Addendum:  

Volume II: J-iiiR, J-ivR, J-vR, J-66R, J-87R, J-155R, J-156R, and J-215R
3. The following new Special Provisions pages are included with this Addendum:  

Volume II: J-87A, J-87B, J-257A, and J-257B
4. The following revised Contract Drawings will be issued to the successful Bidder:  

Volume 1: Drawings 6, 8, and 11

The revised drawings will reflect the quantity changes shown in the “Summary of Revisions to Pay Item Quantities” table included in this addendum.
5. The following revised Contract Drawings are included with this Addendum:  

Volume 1: Drawings 32 through 36 and 38 through 40  
Volume 2: Drawings 414, 415, 425, 431, 432, 433, 443, and 444
6. The minutes, agenda, and sign-in sheet from the Optional Pre-Bid Meeting held on January 9, 2020 are included in this Addendum.
7. Responses to Request for Information received from the Plan Holders are included in this Addendum.

**CHANGES TO THE CONTRACT REQUIREMENTS**

**CHANGES TO THE SCHEDULE OF PRICES**

<b><u>SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES</u></b>						
<b>S.P.</b>	<b>PAY ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ORIGINAL QUANTITY</b>	<b>CHANGE</b>	<b>NEW QUANTITY</b>
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	0	10	10
*	Jl406035	TEST STRIP (STONE MATRIX ASPHALT)	EACH	0	1	1
*	Jl406037	MATERIAL TRANSFER DEVICE	TON	0	3,636	3,636
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	0	1	1
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	0	1	1

\* Denotes Special Provision

**Change #1**

Contract Requirements, Volume I, Schedule of Prices, Replace Page P-6 with Page P-6R (attached)

This addition contains the following revisions:

- 1.1 Added pay item 66901002 – ON-SITE MONITORING OF REGULATED SUBSTANCES.

**Change #2**

Contract Requirements, Volume I, Schedule of Prices, Replace Page P-8 with Page P-8R (attached)

This addition contains the following revisions:

- 2.1 Added pay item Jl406035 – TEST STRIP (STONE MATRIX ASPHALT).
- 2.2 Added pay item Jl406037 – MATERIAL TRANSFER DEVICE.

**Change #3**

Contract Requirements, Volume I, Schedule of Prices, Replace Page P-13 with Page P-13R (attached)

This addition contains the following revisions:

- 3.1 Added pay item JT669030 – EARTHWORK CONSTRUCTION PLAN.
- 3.2 Added pay item JT669040 – EARTHWORK FINAL CONSTRUCTION REPORT.

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #4**

Contract Requirements, Volume II, replace pages J-iii, J-iv, and J-v with pages J-iiiR, J-ivR, and J-vR. (attached)

This change contains the following revisions:

- 4.1 Revised Table of Contents.

**Change #5**

Contract Requirements, Volume II, replace page J-66 with page J-66R. (attached)

This change contains the following revision:

- 5.1 Revised text language throughout Special Provision SLEEPER SLAB.

**Change #6**

Contract Requirements, Volume II, replace page J-87 with page J-87R. (attached)

This change contains the following revision:

- 6.1 Added JI406035 – TEST STRIP (STONE MATRIX ASPHALT) to Basis of Payment table.

**Change #7**

Contract Requirements, Volume II, add pages J-87A and J-87B. (attached)

This change contains the following revision:

- 7.1 Added Special Provision MATERIAL TRANSFER DEVICE (ILLINOIS TOLLWAY).

**Change #8**

Contract Requirements, Volume II, replace pages J-155 and J-156 with pages J-155R and J-156R. (attached)

This change contains the following revisions:

- 8.1 Revised Holiday Periods table in Special Provision MAINTENANCE OF TRAFFIC.
- 8.2 Shift of table on pages.

**Change #9**

Contract Requirements, Volume II, replace pages J-215 with pages J-215R. (attached)

This change contains the following revisions:

- 9.1 Revised Special Provision DISPOSAL OF REGULATED SUBSTANCES AND UNCONTAMINATED SOIL (ILLINOIS TOLLWAY).
- 9.2 Revised unit of measure for JT202008 – NON-SPECIAL WASTE DISPOSAL, TYPE 1 in Basis of Payment table.
- 9.3 Added 66901002 – ON-SITE MONITORING OF REGULATED SUBSTANCES to Basis of Payment table.

**Change #10**

Contract Requirements, Volume II, add pages J-257A and J-257B. (attached)

This change contains the following revision:

- 10.1 Added Special Provision EARTHWORK MANAGEMENT PLANS (ILLINOIS TOLLWAY).

**CHANGES TO THE CONTRACT DRAWINGS**

**Change #11**

Contract Plans, Volume 1, Drawings 6, 8, and 11.  
Summary of Quantities

These drawings contain the following revisions:

- 11.1 Revised Summary of Quantities drawings to reflect the changes in contract quantities.

Revised drawing to be issued to the successful Bidder.

**Change #12**

Contract Plans, Volume 1, Drawings 32 through 36 and 38 through 40. (attached)  
Typical Sections

These drawings contain the following revisions:

- 12.1 Revised Proposed Legend item 8 to read "NOT USED".

**Change #13**

Contract Plans, Volume 2, Drawing 414. (attached)  
Proposed Roadway Plan

This drawing contains the following revisions:

- 13.1 Additional station and offset information was added to clarify the design intent of the northernmost sleeper slab.

**Change #14**

Contract Plans, Volume 2, Drawing 415. (attached)  
Barrier Wall Layout and Pavement Details

This drawing contains the following revisions:

- 14.1 Pavement detail was revised to be consistent with the latest sleeper slab detail.
- 14.2 Callout for reinforcement bar was removed.
- 14.3 Sleeper slab detail was added with callouts for the size of reinforcement bars and their respective spacing.
- 14.4 Note 3 was added indicating that the reinforcement bars shall be epoxy coated.

**Change #15**

Contract Plans, Volume 2, Drawing 425. (attached)  
Ramp B Control Building Electrical Plan

This drawing contains the following revisions:

- 15.1 Revised the VES camera power and data conduit, to separate the VES camera power and data cables for each lane.
- 15.2 Revised the Loop conduit to 4-inch.

**Change #16**

Contract Plans, Volume 2, Drawing 431. (attached)  
Ramp B Electrical Plan

This drawing contains the following revisions:

- 16.1 Separated the VES camera power and data into two junction boxes.
- 16.2 Revised the VES camera power and data junction box sizes to all be 12"x12"x6".
- 16.3 Revised the Loop junction boxes to all be 18"x18"x8".

**Change #17**

Contract Plans, Volume 2, Drawing 432. (attached)  
Ramp B with Control Building Electrical Underground Plan

This drawing contains the following revisions:

- 17.1 Revised the plans to show the VES camera power and data cables installed in separate conduits.
- 17.2 Separated the VES camera power and data into two junction boxes.
- 17.3 Revised the VES camera power and data junction box sizes to all be 12"x12"x6".
- 17.4 Revised the Loop junction boxes to all be 18"x18"x8".

**Change #18**

Contract Plans, Volume 2, Drawing 433. (attached)  
IPASS Only (IPO) Lane Plan and Details 12 Foot Wide Lane

This drawing contains the following revisions:

- 18.1 Revised the plans to show the VES camera power and data cables installed in separate conduits.
- 18.2 Separated the VES camera power and data into two junction boxes.
- 18.3 Revised the VES camera power and data junction box sizes to all be 12"x12"x6".
- 18.4 Revised the Loop junction boxes to all be 18"x18"x8".

**Change #19**

Contract Plans, Volume 2, Drawing 443. (attached)  
Wiring Diagram AET 2-Lane Layout

This drawing contains the following revisions:

- 19.1 Revised the plans to show the VES camera power and data cables installed in separate conduits.
- 19.2 Revised Note 14 to separate the VES camera power and data into two junction boxes and to revised to junction box size to 12"x12"x6".
- 19.3 Added Note 17.

**Change #20**

Contract Plans, Volume 2, Drawing 444. (attached)  
Loop Plan AET 2-Lane Layout

This drawing contains the following revisions:

- 20.1 Revised Note 7.
- 20.2 Revised the Loop junction boxes to all be 18"x18"x8".

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**END OF ADDENDUM CHANGES**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4487  
WESTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION  
AND TOLL PLAZA 2 IMPROVEMENTS  
JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
MILEPOST 2.6 TO MILEPOST 18.3  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20200100	EARTH EXCAVATION	CU YD	53		
	21400100	GRADING AND SHAPING DITCHES	FOOT	114		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	30		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	90		
*	42001300	PROTECTIVE COAT	SQ YD	600		
	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	138		
	44000100	PAVEMENT REMOVAL	SQ YD	530		
	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	18,600		
*	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	7,011		
	44000300	CURB REMOVAL	FOOT	41		
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	107		
	50300225	CONCRETE STRUCTURES	CU YD	7		
	50300300	PROTECTIVE COAT	SQ YD	47		
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	38,966		
	60250400	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH	2		
	63200310	GUARDRAIL REMOVAL	FOOT	751		
	63301990	REMOVE AND REERECT TRAFFIC BARRIER TERMINALS, TYPE 1	EACH	1		



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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	2		
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	10		
	70300510	PAVEMENT MARKING TAPE, TYPE III - LETTERS AND SYMBOLS	SQ FT	48		
	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	FOOT	1,512		
	70300530	PAVEMENT MARKING TAPE, TYPE III 5"	FOOT	65		
	70300550	PAVEMENT MARKING TAPE, TYPE III 8"	FOOT	82		
	70300560	PAVEMENT MARKING TAPE, TYPE III 12"	FOOT	20		
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	11,939		
	72100100	SIGN PANEL OVERLAY	SQ FT	87		
	72200100	DEMOUNTABLE LEGEND CHARACTERS AND ARROWS	EACH	8		
	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	3		
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	2		
	72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	20		
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	454		
	72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1		
	72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	48		
	72400730	RELOCATE SIGN PANEL - TYPE 3	SQ FT	1,681		
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	3,740		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	73000100	WOOD SIGN SUPPORT	FOOT	274		
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	9		
	73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	9		
	81702130	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	512		
	88700200	LIGHT DETECTOR	EACH	2		
	89502380	REMOVE EXISTING HANDHOLE	EACH	3		
*	X0301735	CONCRETE HEADWALL REPAIR	EACH	4		
*	X0301993	REMOVE AND REINSTALL CONCRETE HEADWALL FOR PIPE DRAIN	EACH	21		
*	X0320157	CLEANING UNDERDRAIN OUTLETS	EACH	55		
*	X0324085	EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C	FOOT	512		
*	X0325893	CLEAN EXISTING END SECTION	EACH	42		
*	X0326341	REATTACH END SECTION	EACH	1		
*	X4402720	GUTTER REMOVAL (SPECIAL)	FOOT	96		
*	X4403700	MEDIAN REMOVAL (SPECIAL)	SQ FT	713		
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	75		
*	X6015010	REMOVE AND REPLACE CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	5		
*	Z0058668	GRADING AND SHAPING FORESLOPES	SQ YD	2,057		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**AND TOLL PLAZA 2 IMPROVEMENTS**  
**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	Z0073346	SLEEPER SLAB	SQ YD	65		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	564		
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	4,994		
*	J1406020	HOT-MIX ASPHALT SURFACE COURSE REPLACEMENT OVER PATCHES	TON	3		
*	J1406035	TEST STRIP (STONE MATRIX ASPHALT)	EACH	1		
*	J1406037	MATERIAL TRANSFER DEVICE	TON	3,636		
*	J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80	TON	3,636		
*	J1406107	ASPHALT TACK COAT	POUND	45,925		
*	J1406108	ASPHALT TACK COAT (NON-TRACKING)	POUND	10,206		
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	499		
*	J1420005	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	170		
*	J1420026	PAVEMENT FABRIC	SQ YD	170		
*	J1420906	LONGITUDINAL JOINT SEALANT	FOOT	18,209		
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	72		
*	J1440030	PAVED SHOULDER REMOVAL, VARIABLE DEPTH	SQ YD	147		
*	J1440227	HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2"	SQ YD	2,606		
*	J1440282	ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"	SQ YD	2,606		
*	J1442464	CLASS D2 PATCHES, TYPE I, 10 INCHES	SQ YD	5		
*	J1442468	CLASS D2 PATCHES, TYPE II, 10 INCHES	SQ YD	26		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1451100	CRACK ROUTING (PAVEMENT)	FOOT	43,336		
*	J1451110	CRACK SEALING	POUND	52,003		
*	J1451160	CRACK FILLING	FOOT	7,932		
*	J1481040	AGGREGATE SHOULDERS, TYPE B	TON	16		
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	70		
*	J1481110	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B	TON	29		
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	146		
*	J1602505	DRAINAGE STRUCTURES TO BE ADJUSTED WITH TYPE G-2 FRAME AND GRATE	EACH	1		
*	J1606000	CONCRETE CURB TYPE C	FOOT	81		
*	J1606010	GUTTER, TYPE G-2	FOOT	174		
*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	110		
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	225		
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	3		
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	2		
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	1		
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	2		
*	J1635010	ROADWAY DELINEATORS	EACH	6		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JI637036	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH (SPECIAL)	FOOT	45		
*	JI637302	CONCRETE BARRIER REMOVAL, SINGLE FACED REINFORCED	FOOT	130		
*	JI680101	SLOPED HEADWALL TYPE I, 6"	EACH	1		
*	JI703995	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	565		
*	JI725000	TERMINAL MARKER - DIRECT APPLIED	EACH	5		
*	JI781000	RAISED PAVEMENT LANE MARKER	EACH	330		
*	JI781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	330		
*	JI782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	11		
*	JI782022	BARRIER WALL REFLECTORS, TYPE C	EACH	10		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	4		
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	17		
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	4		
**	JS120610	HEADWALL GRATES	POUND	1,507		
**	JS120808	PVC DRAIN PIPE (6 IN.)	FOOT	29		
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	21		
**	JS250220	SEEDING, CLASS 2E	ACRE	0.25		
**	JS250318	SEEDING, CLASS 4F	ACRE	0.75		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JS250320	SEEDING, CLASS 5	ACRE	0.75		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	8		
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	738		
**	JS280050	SILT FENCE	FOOT	871		
**	JS280051	RE-ERECT SILT FENCE	FOOT	75		
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	1.25		
**	JS280151	SAME-DAY STABILIZATION	SQ YD	2,420		
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	627		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	825		
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	8		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
**	JS733120	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (120 FT)	FOOT	120		
**	JS733130	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (130 FT)	FOOT	125		
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	181.8		
*	JS821200	LUMINAIRE, LED, TOLL PLAZA CANOPY	EACH	4		
*	JT130200	REMOVAL OF PLAZA EQUIPMENT	L SUM	1		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT131526	PLAZA ELECTRICAL WORK	L SUM	1		
*	JT201940	SELECTIVE CLEARING (BRUSH REMOVAL)	ACRE	0.25		
*	JT202008	NON-SPECIAL WASTE DISPOSAL, TYPE 1	TON	305		
*	JT211A14	SUBGRADE AGGREGATE 15 IN.	CU YD	36		
*	JT250430	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (MODIFIED)	ACRE	0.25		
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	148		
*	JT421390	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT AND SHOULDER (SPECIAL)(13 IN.)	SQ YD	357		
*	JT421970	PAVEMENT REINFORCEMENT (13 IN.)	SQ YD	357		
*	JT484010	RAISED PAVEMENT LANE MARKER PATCHING	EACH	330		
*	JT485040	PROFILE DIAMOND GRINDING OF CONCRETE PAVEMENT	SQ YD	357		
*	JT487010	BIO-BASED SEALER AND POLYMER BINDER	SQ YD	6,579		
*	JT487030	EMULSIFIED MALTENE BASED SEALER	SQ YD	6,282		
*	JT487035	EMULSIFIED CRACK FILLER SEALER	SQ YD	6,222		
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	39		
*	JT525125	BONDED PREFORMED JOINT SEAL, 2 IN.	FOOT	26		
*	JT599042	NOISE ABATEMENT WALL REPAIR	L SUM	1		
*	JT637022	CONCRETE MEDIAN BARRIER TRANSITION, TYPE F	FOOT	40		

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*	JT637050	CONCRETE BARRIER BASE, REINFORCED, FOR SINGLE FACE BARRIER, 42 INCH	FOOT	139		
*	JT637100	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	184		
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1		
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	20		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	98		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	60		
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	6		
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	2		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	25		
*	JT701050	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, 24 SQ FT IN AREA OR LESS	SQ FT	40		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	10		
*	JT701060	TEMPORARY INFORMATION SIGNING-OVERHEAD MOUNT, 24 SQ FT IN AREA OR LESS	SQ FT	10		
*	JT701062	TEMPORARY INFORMATION SIGNING-OVERHEAD MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	10		
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	18		
*	JT720100	SIGN INSTALLATION, TYPE 1	SQ FT	13		
*	JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	51		
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	938		
*	JT720710	SIGN PANEL MOUNTING	EACH	6		



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*	JT733250	SIGN STRUCTURE RODENT SCREEN	EACH	1		
*	JT733955	REMOVE STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE	EACH	37		
*	JT733956	FURNISH AND INSTALL STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE	EACH	27		
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	170,346		
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	85,744		
*	JT780315	MULTI-POLYMER PAVEMENT MARKING - LINE 8"	FOOT	191		
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	31,787		
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	8,336		
*	JT780330	MULTI-POLYMER PAVEMENT MARKING - LINE 24"	FOOT	80		
*	JT780340	MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)	SQ FT	298		
*	JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQ FT	670		
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	85,723		
*	JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FOOT	43,007		
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	15,900		
*	JT783001	PAVEMENT MARKING REMOVAL	SQ FT	3,814		
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	135,849		
*	JT900085	REMOVE EXISTING TREADLE	EACH	1		

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT900105	DITCH CLEANING	FOOT	2,670		
*	JT900305	MICROSURFACING, SINGLE PASS, TYPE II	SQ YD	187,466		
*	JT992200	GRADING AND EARTHWORK	L SUM	1		
TOTAL AMOUNT OF CORE WORK						
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$130,000.00	\$130,000.00
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	25,000	\$1.00	\$25,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	5,000	\$1.00	\$5,000.00
*	JT154004	SAWCUTTING AND REMOVAL OF EDGE DETERIORATION REPAIR	UNIT	20,000	\$1.00	\$20,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20,000	\$1.00	\$20,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	25,000	\$1.00	\$25,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	70,000	\$1.00	\$70,000.00
*	JT154039	CONTRACT ALLOWANCE FOR UNFORESEEN TOLL PLAZA WORK	UNIT	10,000	\$1.00	\$10,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	\$1.00	\$100,000.00
*	JT154181	ALLOWANCE FOR ADDITIONAL SIGNAGE WORK	UNIT	20,000	\$1.00	\$20,000.00
	999NEG21	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST	OCCUR		(4,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
<b>ADJUSTMENTS</b>						
	999ADJ20	PROTECTION METHOD I FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22	CU YD		See Note 2	
	999ADJ21	PROTECTION METHOD II FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22	CU YD		See Note 2	
	999ADJ22	PROTECTION METHOD I FOR CONCRETE IN SUPERSTRUCTURES AS PER IDOT Article 503.22	CU YD		See Note 2	
	999ADJ24	PROTECTION METHODS I, II or III FOR CONCRETE IN FOOTINGS AS PER IDOT Article 503.22	CU YD		See Note 2	

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999ADJ25	PROTECTION METHODS I FOR CONCRETE IN SLOPE WALLS AS PER IDOT Article 503.22	SQ YD		See Note 2	
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						425,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
BID CREDIT						
AWARD CRITERIA						

S.P. COLUMN LEGEND

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- \*\*\* INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
- BDE INDICATES IDOT BDE SPECIAL PROVISION
- GBSP INDICATES IDOT GBSP SPECIAL PROVISION
- D1 INDICATES SPECIAL PROVISION

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

**Note 2: The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.**

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**SLEEPER SLAB**

**Description.** This work shall consist of constructing a 10” thick, load-bearing slab with reinforcement at the locations specified in the plans in accordance with the details shown in the plans and the requirements described herein.

**Materials.** Materials shall be according to the following.

<u>Item</u>	<u>Article/Section</u>
(a) Portland Cement Concrete .....	1020
(b) Reinforcement Bars .....	1006.10

Polyethylene sheeting shall be in accordance with ASTM Standard Specification D4801 - 08.

The Sleeper Slab shall be constructed of Class PV concrete.

**CONSTRUCTION REQUIREMENTS**

The slab shall be constructed on undisturbed soil or compacted subgrade. The slab shall be constructed by excavating/removing the base materials (HMA and aggregate) to a length and depth equivalent to the planned length and thickness of the slab. The slab, should be placed on a 5” layer of crushed compacted base to support the slab and provide a stable construction platform. The slab shall be constructed to the same slope and cross section as the pavement. Where staging is required, the pavement reinforcement shall include bar splicers.

Prior to construction of the Transition Approach Slab, a 10 mil thick Polyethylene sheet shall be placed between the sleeper slab and overlying PCC pavement. The Polyethylene sheet shall extend a minimum 6” beyond the edge of the sleeper slab.

The top surface of the slab shall be given a smooth finish with a steel trowel. The sleeper slab shall be cured according to Article 1020.13(a)(1), Article 1020.13(a)(2), Article 1020.13(a)(5)

**Method of Measurement** This work will be measured from end to end along the center of the slab at the nominal width shown on the plans and calculated in square yards.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for SLEEPER SLAB.

Pay Item Number	Designation	Unit of Measure
Z0073346	SLEEPER SLAB	SQ YD

(d) If the WMA or SMA placed during a test strip is determined to be acceptable to remain in place by the Engineer and the Engineer deems a new start-up is required for any reason, the initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price and any additional test strips will be paid for at one-half the unit price for each test strip.

(e) If the Contractor requests and is granted approval for a mix design other than the initial approved WMA or SMA mix design, they shall construct a test strip for the new mix design at no additional cost to the Illinois Tollway.

Pay Item Number	Designation	Unit of Measure
J1406035	TEST STRIP (STONE MATRIX ASPHALT)	EACH
J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80	TON
J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD

## **MATERIAL TRANSFER DEVICE (Illinois Tollway)**

**Effective: September 21, 2011**

**Revised: January 24, 2019**

**Description.** This work shall consist of placing binder and surface course stone matrix asphalt mixtures, and all mainline full-depth asphalt pavement mixtures after placement of the first seven inches of asphalt mixtures, according to Section 406 of the Standard Specifications, except that these materials shall be placed using a material transfer device.

**Materials and Equipment.** The material transfer device shall have a minimum surge capacity of 15 tons, shall be self-propelled and capable of moving independent of the paver, and shall be equipped with the following:

- (a) Front-Dump Hopper and Conveyor. The conveyor shall provide a positive restraint along the sides of the conveyor to prevent material spillage.
- (b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 14 tons.
- (c) Mixer/Agitator Mechanism. This re-mixing mechanism shall consist of a segmented, anti-segregation, re-mixing auger or two full-length longitudinal paddle mixers designed for the purpose of re-mixing the hot-mix asphalt (HMA). The longitudinal paddle mixers shall be located in the paver hopper insert.

### **CONSTRUCTION REQUIREMENTS**

**General.** The material transfer device shall be used for the placement of binder and surface course stone matrix asphalt mixtures placed with a paver including ramps but excluding bridge decks. The material transfer device shall also be used for placement of all mainline full-depth asphalt pavement mixtures after placement of the first seven inches of asphalt mixtures. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

Use of a material transfer device with a roadway contact pressure exceeding 25 psi will be limited to partially completed segments of full-depth asphalt pavement where the thickness of binder in place is 7 inches or greater. A material transfer device can be used on partially completed segments of full-depth asphalt pavement where the thickness of binder in place is 6.25 inches or greater with the following conditions;

- (a) MTD tire pressure is less than 80psi.
- (b) Total axle load (fully loaded) is less than 64,000 lbs.

If the materials transfer device is operating on a concrete pavement, it shall remain 4 feet away from the free edge of the concrete pavement. This distance is measured from center of tire to edge of pavement. A free edge is defined as a longitudinal pavement joint not tied to a concrete pavement lane or shoulder.

**Structures.** The material transfer device may be allowed to travel over structures under the following conditions:

- (a) Approval will be given by the Engineer.
- (b) The vehicle shall be emptied of asphalt mixture prior to crossing the structure and shall travel at crawl speed across the structure.
- (c) The tires of the vehicle shall travel on or in close proximity and parallel to the beam and/or girder lines of the structure.

**Method of Measurement.** This work will be measured for payment in tons for all binder and surface course stone matrix asphalt mixture materials, and all mainline full-depth asphalt pavement mixtures after placement of the first seven inches of asphalt mixtures, placed with a material transfer device. Tonnage measurement for the material items paid for at the contract unit price per square yard shall be calculated according to the fifth paragraph of Article 406.13(b) of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per ton for MATERIAL TRANSFER DEVICE.

The various mixtures placed with the material transfer device will be paid for as specified in their respective specifications. The Contractor may choose to use the material transfer device for other applications on this project; however, no additional compensation will be allowed.

Pay Item Number	Designation	Unit of Measure
J1406037	MATERIAL TRANSFER DEVICE	TON

NIGHT	ALLOWABLE 2-LANE CLOSURE TIMES I-90 M.P. 2.7 to M.P. 16.4 AND I-90 ORT FULL LANE CLOSURE TIMES M.P. 3.2 to M.P. 3.8	
	Eastbound	Westbound
Monday	9:00 p.m. – 6:00 a.m. Tues.	9:00 p.m. – 6:00 a.m. Tues.
Tuesday	9:00 p.m. – 6:00 a.m. Wed.	9:00 p.m. – 6:00 a.m. Wed.
Wednesday	9:00 p.m. – 6:00 a.m. Thurs.	9:00 p.m. – 6:00 a.m. Thurs.
Thursday	9:00 p.m. – 6:00 a.m. Fri.	9:00 p.m. – 6:00 a.m. Fri.
Friday	NOT ALLOWED	NOT ALLOWED
Saturday	10:00 p.m. – 6:00 a.m. Sun.	10:00 p.m. – 6:00 a.m. Sun.
Sunday	10:00 p.m. – 5:00 a.m. Mon.	10:00 p.m. – 5:00 a.m. Mon.

The Contractor shall strictly adhere to the temporary lane closure hours set out above throughout the duration of the contract. Temporary lane closure will not be allowed, or must be removed, if so directed by the Engineer, due to inclement weather or heavy traffic.

No lane closure signs shall be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs should be taken down within one-half (1/2) hour after the closure is removed.

When temporary lane closures are required, a portable changeable message sign shall be installed 1 week prior to the closure and shall be placed 3 miles in advance of the of the closure. The wording and location shall be determined by the Engineer. All signs and sign appurtenance that have been taken down shall be properly stored outside the roadway clear zone or 35 feet from the edge of the pavement whichever is greater and the location shall be determined by the Engineer.

In all cases, the Contractor is expected to be working in the areas closed due to the temporary lane closures. The Contractor shall remove the temporary lane closure when the scheduled work shift is over or when so required by the Contract Documents.

**NON-COMPLIANCE**

Should the Contractor fail to re-open lanes of traffic, in accordance with the above time limits, the Contractor shall be considered Non-Compliant with the Maintenance of Traffic Specification, per Article 701.01 (b) (1) & (2) of the Tollway Supplemental Specifications. For this Contract, it is understood “incident” is defined as every 10 minute interval, or portion thereof, where the Contractor fails to re-open the lanes of traffic by the time limit specified.

**HOLIDAY PERIODS**

Per Article 701.12 of the Tollway Supplemental Specifications with the following additions:

Period	Dates	Times
Easter Weekend 2020	April 9, 2020 to April 13, 2020	12:00 noon, Thursday to 9:00 A.M. Monday
Memorial Day Weekend 2020	May 22, 2020 to May 26, 2020	12:00 noon, Friday to 9:00 A.M. Tuesday
Independence Day Weekend 2020	July 2, 2020 to July 7, 2020	12:00 noon, Thursday to 9:00 A.M. Tuesday
Labor Day Weekend 2020	September 4, 2020 to September 8, 2020	12:00 noon, Friday to 9:00 A.M. Tuesday
Thanksgiving Weekend 2020	November 25, 2020 to November 30, 2020	12:00 noon, Wednesday to 9:00 A.M. Monday
Christmas/New Year's 2020/2021	December 22, 2020 to January 4, 2021	12:00 noon, Tuesday to 9:00 A.M. Monday

#### **METHOD OF MEASUREMENT**

All maintenance of traffic required to safely set-up the operations for work under this contract shall be considered part of the Lump Sum measurement for MAINTENANCE OF TRAFFIC.

#### **BASIS OF PAYMENT**

This work will be paid for at the contract unit price per LUMP SUM for MAINTENANCE OF TRAFFIC.

Pay Item Number	Designation	Unit of Measure
JS701010	MAINTENANCE OF TRAFFIC	LUMP SUM

paid for according to Article 109.04.

Backfill plugs will be paid for at the contract unit price per cubic yard for BACKFILL PLUGS.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the contaminants of concern are used oils, non-petroleum material, or unknowns, groundwater samples shall be analyzed for priority pollutant VOCs, priority pollutants SVOCs, and priority pollutants metals. The analysis will be paid for at the contract unit price per each for PRIORITY POLLUTANTS GROUNDWATER ANALYSIS using EPA Method 8260B for VOCs, EPA Method 8270C for SVOCs, and EPA Methods 6010B and 7470A for metals.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

Pay Item Number	Designation	Unit of Measure
JT202008	NON-SPECIAL WASTE DISPOSAL, TYPE 1	TON
66900530	SOIL DISPOSAL ANALYSIS	EACH
66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA

## **EARTHWORK MANAGEMENT PLANS (Illinois Tollway)**

**Effective: October 18, 2019**

**Description.** This work shall consist of providing earthwork management plans for the earth and rock excavation, furnished material, borrow excavation, unsuitable excavation, topsoil, and embankment work including the excavation of incidental items, performance-based items, structure excavation and channel excavation.

### **REQUIREMENTS**

**General.** The Contractor will be responsible for filling out the A-51 Earthwork Construction Plan (ECP) and A-53 Earthwork Final Construction Report (EFCR) forms as a minimum documentation of the items listed above.

As part of the A-51 ECP, the Contractor(s) or firm(s) performing the regulated substances monitoring, field screening, and/or additional sampling, as defined in special provision Disposal of Regulated Substances and Uncontaminated Soil, for over 300 cubic yards of earthwork excavation shall either be pre-qualified in Hazardous Waste (Simple or Advanced) by IDOT or demonstrate acceptable project experience in remediation and special waste operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using A-51 ECP.

The initial A-51 ECP will be required to be filled out at least 14 days prior to the first excavation on the project.

The Engineer will require up to 14 calendar days for review of the A-51 ECP. The review may involve rejection or revision and resubmittal; in which case, an additional 14 days will be required for each subsequent review. Earthwork shall not commence until the A-51 ECP has been approved by the Engineer. After approval, the A-51 ECP shall be revised and resubmitted to reflect changed conditions in the field.

The Contractor shall be responsible for tracking staging activities between generation, staging, sampling, testing, inspections, and final placement or disposal. Documentation pertaining to staging shall be included in the A-51 ECP to be approved by the Engineer.

The Illinois Tollway will not be responsible for any additional costs incurred, if mismanagement of the temporary staging area by the Contractor results in excess cost expenditure for disposal or other material management requirements.

The A-53 EFCR form shall be filled out prior to contract final completion date in SP 103.1. The Contractor shall submit the A-53 EFCR Form to the Engineer for review and approval.



**Basis of Payment.** The work of preparing, submitting, updating and administering an Earthwork Construction Plan will be paid for at the contract lump sum price for EARTHWORK CONSTRUCTION PLAN.

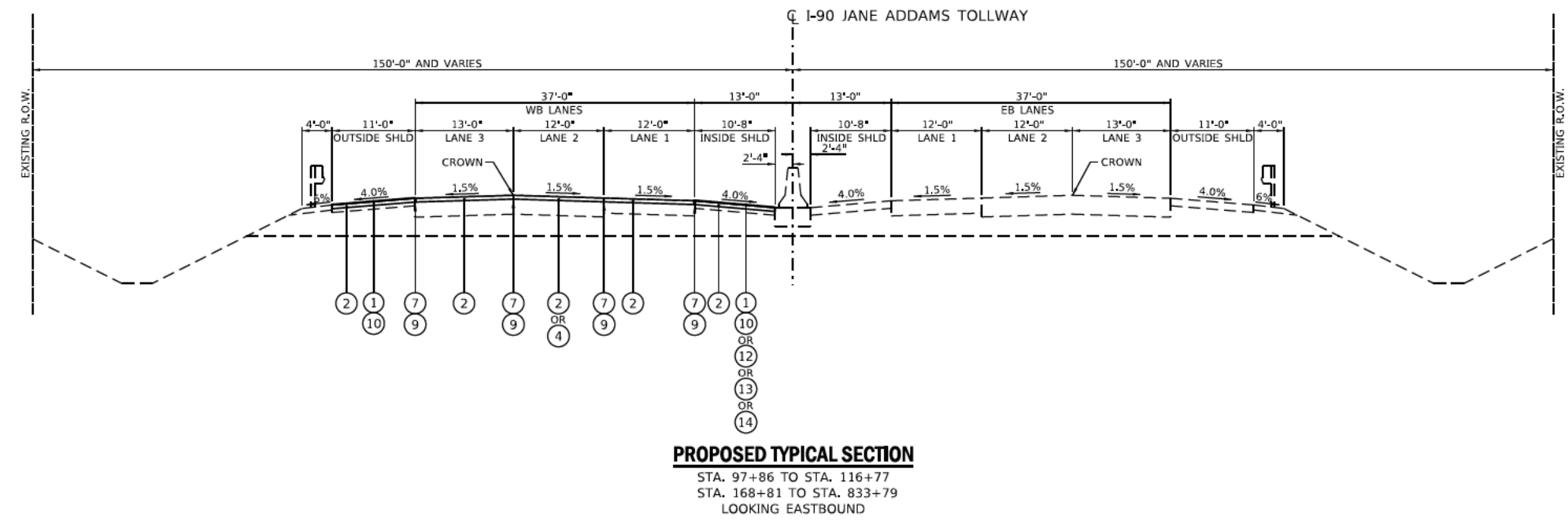
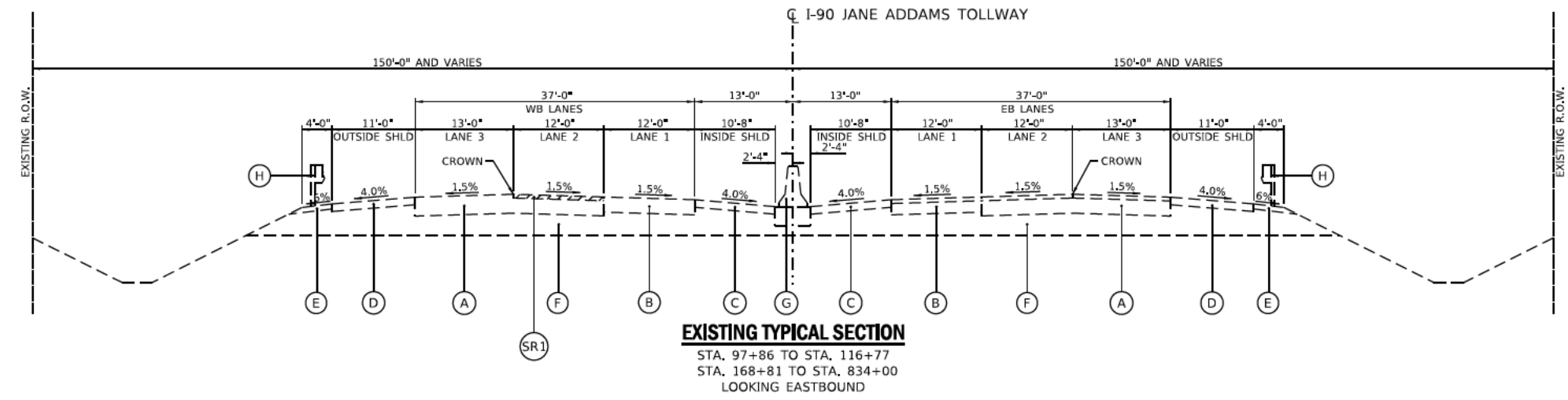
The work of preparing and submitting and an Earthwork Final Construction Report will be paid for at the contract lump sum price EARTHWORK FINAL CONSTRUCTION REPORT.

Pay Item Number	Designation	Unit of Measure
JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM
JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM

PRN: JJB  
 USER: JJB  
 DATE: 12/20/2019  
 TIME: 10:00 AM  
 PLOT SCALE: 1/4" = 1'-0"

USER: JJB  
 DATE: 1/22/2020  
 TIME: 10:00 AM  
 PLOT SCALE: 1/4" = 1'-0"

PROJECT: RR-19-4487  
 SHEET: TYP-01  
 DRAWING NO.: 32 OF 445



HMA MIXTURE REQUIREMENTS							
Location	Operations	Code #	Item	Unit	Voids	Typical Thickness	Mix Type
As Indicated by Design	Mainline Resurfacing	J1406048	Stone Matrix Warm Mix Asphalt Surface Friction Course, IL-12.5, N80	TON	3.5% @ 80 GYR	2.25"	SBS or GTR Modified Stone Matrix Warm Mix Asphalt Surface Friction Course, IL-12.5, N80 <sup>1</sup>
	Shoulder Resurfacing	J1406510	Warm Mix Asphalt Surface Course, Mix D, N70	TON	4% @ 70 GYR	2.25"	Warm Mix Asphalt Surface Course, IL-9.5, Mix D, N70 <sup>2</sup>
	Mainline and Shoulder Patching	J1440282	Asphalt Patching of Mainline Overlays, 2"	SQ YD	4% @ 70 GYR	2"	Warm Mix Asphalt Surface Course, IL-9.5, Mix D, N70 <sup>2</sup>

- Notes:  
 1. Quantities of Stone Matrix Asphalt Friction surface mixes are based on the unit weight of 135.0 lb/sq yd/in.  
 2. Quantities of all other warm mix asphalt mixes are based on the unit weight of 112.0 lb/sq yd/in.

- NOTES:**  
 1. SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING, RESURFACING, CRACK ROUTING, CRACK SEALING, AND LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

- EXISTING LEGEND**
- (A) EXISTING HMA PAVEMENT (FULL-DEPTH), 15" VARIES 12" TO 15" STA. 435+45 TO STA. 834+00
  - (B) EXISTING HMA PAVEMENT (FULL-DEPTH), 12"
  - (C) EXISTING HMA SHOULDER, 6" TO 9"
  - (D) EXISTING HMA SHOULDER, 6"
  - (E) EXISTING AGGREGATE SHOULDER, DEPTH VARIES
  - (F) EXISTING SUBBASE
  - (G) EXISTING CONCRETE BARRIER
  - (H) EXISTING GUARDRAIL, SEE PLANS FOR LOCATIONS

- REMOVAL LEGEND**
- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
  - (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
  - (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

- PROPOSED LEGEND**
- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305) ASPHALT TACK COAT (J1406107)
  - (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (J1440282) HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (J1440227) ASPHALT TACK COAT (J1406107) OR ASPHALT TACK COAT (NON-TRACKING) (J1406108) AT MAINLINE LANES ONLY
  - (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (J1406048) ASPHALT TACK COAT (NON-TRACKING) (J1406108)
  - (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 2 1/4" (J1406048) ASPHALT TACK COAT (NON-TRACKING) (J1406108)
  - (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 3" (J1406510) ASPHALT TACK COAT (J1406107)
  - (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 2 1/4" (J1406510) ASPHALT TACK COAT (J1406107)
  - (7) LONGITUDINAL JOINT SEALANT (J1420906)
  - (8) NOT USED
  - (9) CRACK SEALING (J1451110) CRACK ROUTING (PAVEMENT) (J1451100)
  - (10) CRACK FILLING (PAVEMENT) (J1451160)
  - (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (J1406048) ASPHALT TACK COAT (J1406107)
  - (12) EMULSIFIED CRACK FILLER SEALER (JT487035) STA. 545+00 TO STA. 597+50
  - (13) EMULSIFIED MALTENE-BASED SEALER (JT487030) STA. 492+00 TO STA. 545+00
  - (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010) STA. 436+54 TO STA. 492+00

DRAWN BY: JJB DATE: 12/20/2019  
 CHECKED BY: BFK DATE: 12/20/2019

**JUNEAU ASSOCIATES, INC., P.C.**  
 PROFESSIONAL DESIGNER  
 2100 STATE STREET, 2ND FLOOR  
 CHICAGO, IL 60614-3725  
 310 NORTH ROOSEVELT STREET  
 CHICAGO, IL 60610-0428  
 330 N. FOURTH STREET, SUITE 200  
 ST. LOUIS, MO 63102-2507  
 555 WEST CANTON STREET, SUITE 101  
 HOFFMAN ESTABLISHMENT, IL 60130-2942

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
 2700 OGDEN AVENUE  
 DOWNERS GROVE,  
 ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
1	01/24/2020	ADDENDUM 1

CONTRACT NO. RR-19-4487  
 TYPICAL SECTIONS  
 I-90 MAINLINE  
 SHT NO. TYP-01  
 DRAWING NO. 32 OF 445

PROJECT: I-90 JANE ADAMS TOLLWAY  
 DRAWING: TYPICAL SECTIONS  
 DATE: 12/20/2019

USER: GY  
 DATE: 12/20/2019

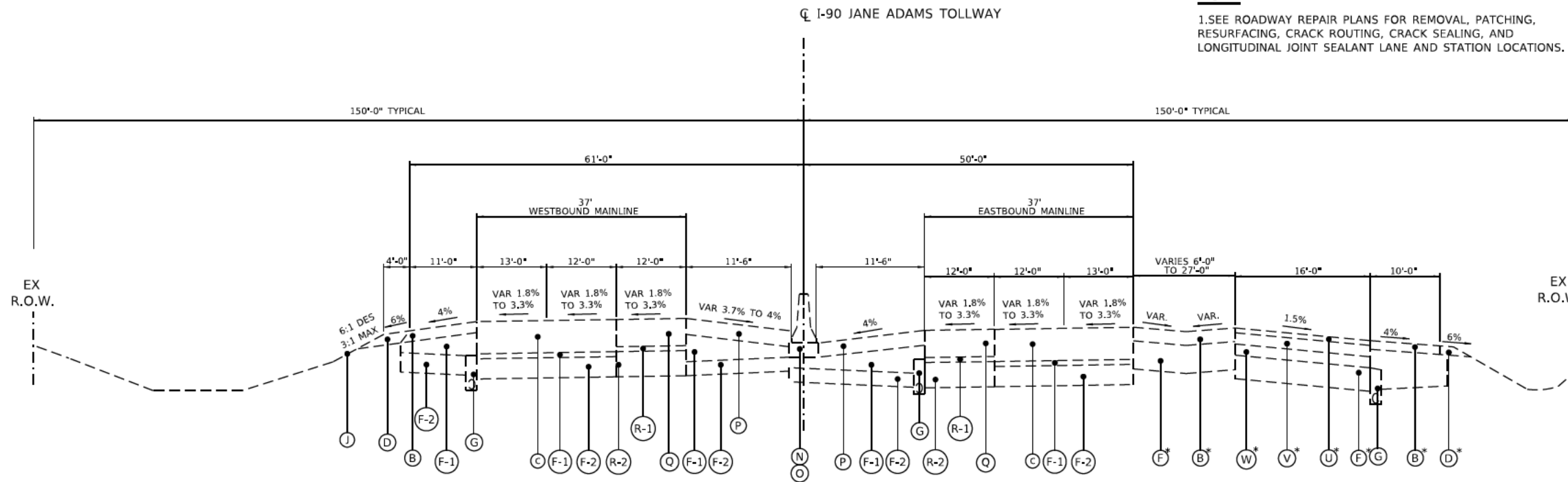
PROJECT: I-90 JANE ADAMS TOLLWAY  
 DRAWING: TYPICAL SECTIONS  
 DATE: 12/20/2019

**NOTE:**

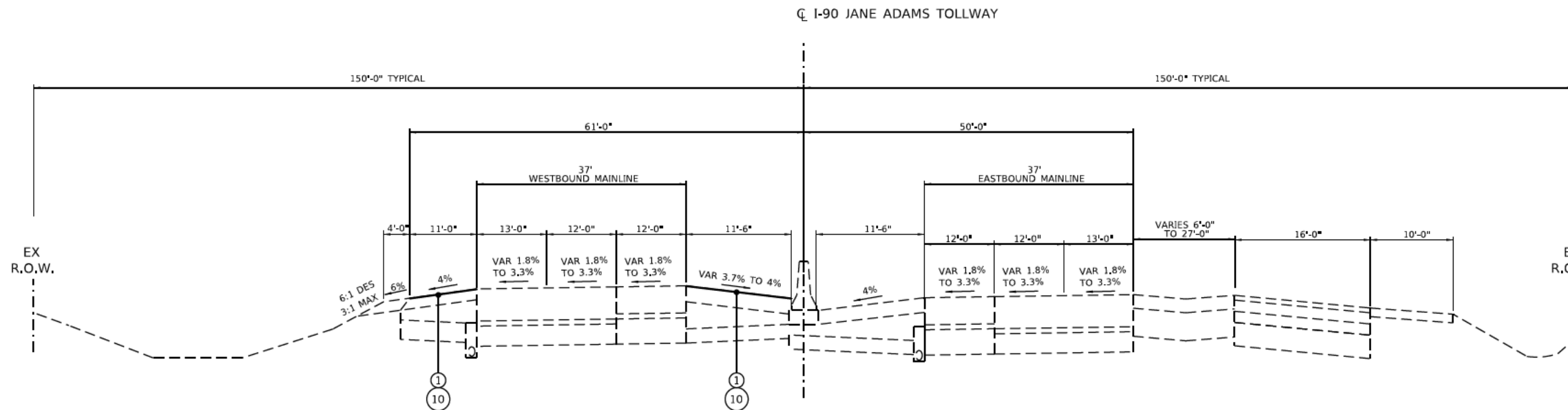
1. SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING, RESURFACING, CRACK ROUTING, CRACK SEALING, AND LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

**EXISTING LEGEND**

- (A) EMBANKMENT
- (B) HOT -MIX ASPHALT SHOULDERS (6IN.)
- (C) HOT MIX ASPHALT PAVEMENT (15 INCH)
  - (C-1) 2" GTR MODIFIED SMA SURFACE COURSE, N80
  - (C-2) 3" GTR MODIFIED SMA BINDER COURSE, N80
  - (C-3) 3.5" HMA BINDER COURSE, IL-19.0, N90
  - (C-4) 3.5" HMA BINDER COURSE, MIX D, N70
  - (C-5) 3" HMA BASE COURSE, IL-19.0, N50
- (D) AGGREGATE SHOULDER WITH FILTER FABRIC, TYPE B
- (E) CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT
- (F) SUBGRADE AGGREGATE 12 IN.
  - (F-1) 3" CA-6 AGGREGATE CAP
  - (F-2) 9" PGE
- (G) PIPE UNDERDRAINS 6"
- (H) STEEL PLATE BEAM GUARDRAIL, TYPE A
- (I) AGGREGATE SHOULDERS SPECIAL, TYPE C
- (J) TOPSOIL FURNISH AND PLACE, 4"
- (K) POROUS GRANULAR EMBANKMENT, SUBGRADE
- (L) HOT-MIX ASPHALT BINDER COURSE, IL-19, N105, VARIABLE DEPTH
- (M) GTR MODIFIED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80, 2 IN.
- (N) CONCRETE BARRIER, DOUBLE FACE, REINFORCED, VARIABLE HEIGHT
- (O) CONCRETE GUTTER
- (P) HOT-MIX ASPHALT SHOULDER (9 IN.)
- (Q) HOT-MIX ASPHALT PAVEMENT (FULL DEPTH), 12"
  - (Q-1) 2" GTR MODIFIED SMA SURFACE COURSE, N80
  - (Q-2) 3" GTR MODIFIED SMA BINDER COURSE, N80
  - (Q-3) 3.5" HMA BINDER COURSE, IL-19.0, N90
  - (Q-4) 3.5" HMA BASE COURSE, IL-19.0, N50
- (R) SUBGRADE AGGREGATE 15 IN.
  - (R-1) 3" CA-6 AGGREGATE CAP
  - (R-2) 12" PGE
- (S) HOT-MIX ASPHALT SURFACE COURSE, MIX D, N70, 1.75 IN.
- (T) HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, VARIABLE DEPTH
- (U) 1.75" IDOT POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, IL-12.5 MIX F, N105
- (V) 4.75" IDOT POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105
- (W) 2.5" IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105



NOT TO SCALE  
**EXISTING TYPICAL SECTION**  
 STA 116+76.52 TO STA 120+14.48 (WB) (EB)  
 (LOOKING EASTBOUND)  
 \* STA 117+52.14 TO STA 126+24.62 (EB)



NOT TO SCALE  
**PROPOSED TYPICAL SECTION**  
 STA 116+76.52 TO STA 120+14.48 (WB) (EB)  
 (LOOKING EASTBOUND)

**PROPOSED LEGEND**

- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305) ASPHALT TACK COAT (JI406107)
- (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (JI440282) HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (JI440227) ASPHALT TACK COAT (JI406107) OR ASPHALT TACK COAT (NON-TRACKING) (JI406108) AT MAINLINE LANES ONLY
- (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 2 1/4" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 3" (JI406510) ASPHALT TACK COAT (JI406107)
- (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 2 1/4" (JI406510) ASPHALT TACK COAT (JI406107)
- (7) LONGITUDINAL JOINT SEALANT (JI420906)
- (8) NOT USED
- (9) CRACK SEALING (JI451110) CRACK ROUTING (PAVEMENT) (JI451100)
- (10) CRACK FILLING (PAVEMENT) (JI451160)
- (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (JI406107)
- (12) EMULSIFIED CRACK FILLER SEALER (JT487035) STA. 545+00 TO STA. 597+50
- (13) EMULSIFIED MALTENE-BASED SEALER (JT487030) STA. 492+00 TO STA. 545+00
- (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010) STA. 436+54 TO STA. 492+00

**REMOVAL LEGEND**

- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
- (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
- (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

DRAWN BY GY DATE 12/20/2019  
 CHECKED BY MN DATE 12/20/2019



REVISIONS	
NO.	DATE
1	01/24/2020
	ADDENDUM 1

CONTRACT NO. RR-19-4487  
 TYPICAL SECTIONS  
 I-90 MAINLINE  
 SHT NO. TYP-02  
 DRAWING NO. 33 OF 445

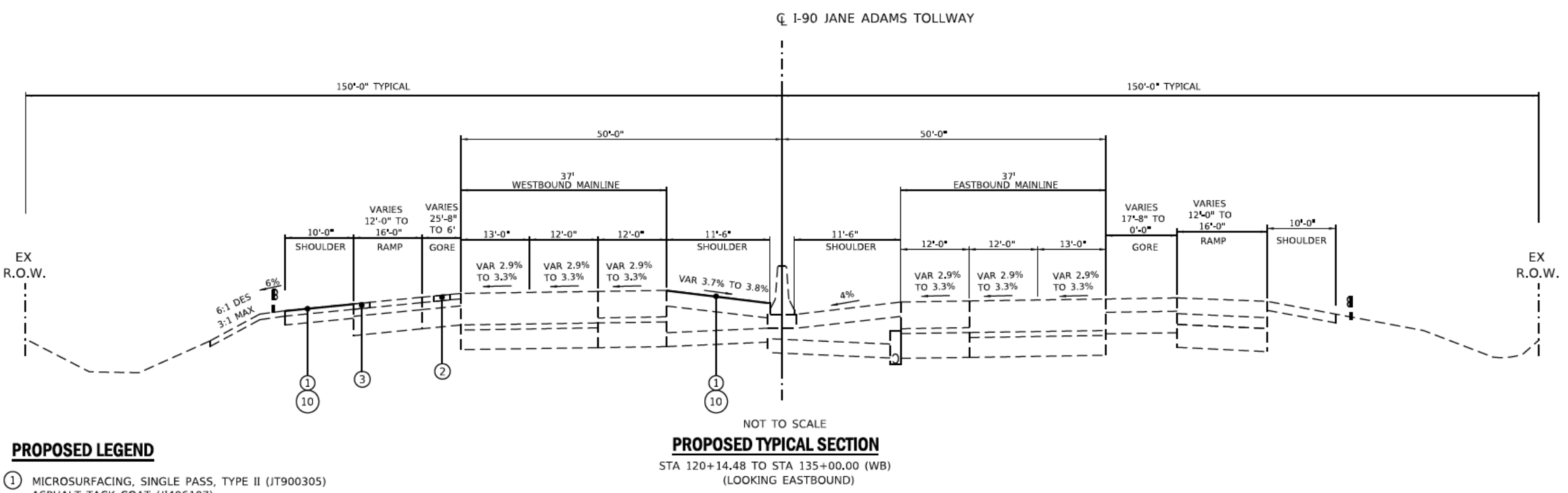
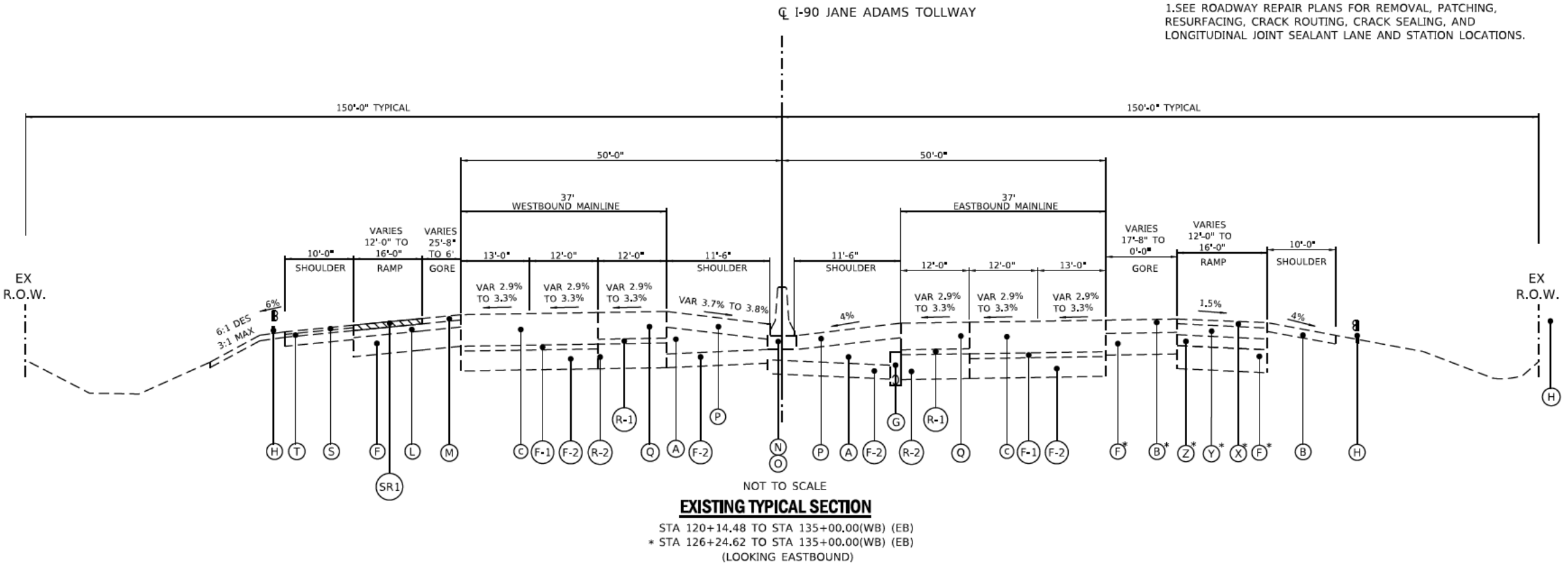
PROJECT: I-90 JANE ADAMS TOLLWAY  
 DRAWING: TYPICAL SECTIONS  
 DATE: 12/20/2019

USER: GY  
 DATE: 12/20/2019

PROJECT: I-90 JANE ADAMS TOLLWAY  
 DRAWING: TYPICAL SECTIONS  
 DATE: 12/20/2019

**NOTE:**  
 1. SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING, RESURFACING, CRACK ROUTING, CRACK SEALING, AND LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

- EXISTING LEGEND**
- (A) EMBANKMENT
  - (B) HOT-MIX ASPHALT SHOULDERS (6IN.)
  - (C) HOT MIX ASPHALT PAVEMENT (15 INCH)
  - (C-1) 2" GTR MODIFIED SMA SURFACE COURSE, N80
  - (C-2) 3" GTR MODIFIED SMA BINDER COURSE, N80
  - (C-3) 3.5" HMA BINDER COURSE, IL-19.0, N90
  - (C-4) 3.5" HMA BINDER COURSE, MIX D, N70
  - (C-5) 3" HMA BASE COURSE, IL-19.0, N50
  - (D) AGGREGATE SHOULDER WITH FILTER FABRIC, TYPE B
  - (E) CONCRETE BARRIER, DOUBLE FACE, VARIABLE HEIGHT
  - (F) SUBGRADE AGGREGATE 12 IN.
  - (F-1) 3" CA-6 AGGREGATE CAP
  - (F-2) 9" PGE
  - (G) PIPE UNDERDRAINS 6"
  - (H) STEEL PLATE BEAM GUARDRAIL, TYPE A
  - (I) AGGREGATE SHOULDERS SPECIAL, TYPE C
  - (J) TOPSOIL FURNISH AND PLACE, 4"
  - (K) POROUS GRANULAR EMBANKMENT, SUBGRADE
  - (L) HOT-MIX ASPHALT BINDER COURSE, IL-19, N105, VARIABLE DEPTH
  - (M) GTR MODIFIED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80, 2 IN.
  - (N) CONCRETE BARRIER, DOUBLE FACE, REINFORCED, VARIABLE HEIGHT
  - (O) CONCRETE GUTTER
  - (P) HOT-MIX ASPHALT SHOULDER (9 IN.)
  - (Q) HOT-MIX ASPHALT PAVEMENT (FULL DEPTH), 12"
  - (Q-1) 2" GTR MODIFIED SMA SURFACE COURSE, N80
  - (Q-2) 3" GTR MODIFIED SMA BINDER COURSE, N80
  - (Q-3) 3.5" HMA BINDER COURSE, IL-19.0, N90
  - (Q-4) 3.5" HMA BASE COURSE, IL-19.0, N50
  - (R) SUBGRADE AGGREGATE 15 IN.
  - (R-1) 3" CA-6 AGGREGATE CAP
  - (R-2) 12" PGE
  - (S) HOT-MIX ASPHALT SURFACE COURSE, MIX D, N70, 1.75 IN.
  - (T) HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, VARIABLE DEPTH
  - (U) 1.75" IDOT POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, IL-12.5 MIX F, N105
  - (V) 4.75" IDOT POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105
  - (W) 2.5" IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105
  - (X) 2" IDOT POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, IL-12.5 MIX F, N105
  - (Y) 5" IDOT POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105
  - (Z) 6" IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105



- PROPOSED LEGEND**
- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305) ASPHALT TACK COAT (JI406107)
  - (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (JI440282) HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (JI440227) ASPHALT TACK COAT (JI406107) OR ASPHALT TACK COAT (NON-TRACKING) (JI406108) AT MAINLINE LANES ONLY
  - (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
  - (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 2 1/4" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
  - (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 3" (JI406510) ASPHALT TACK COAT (JI406107)
  - (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 2 1/4" (JI406510) ASPHALT TACK COAT (JI406107)
  - (7) LONGITUDINAL JOINT SEALANT (JI420906)
  - (8) NOT USED
  - (9) CRACK SEALING (JI451110) CRACK ROUTING (PAVEMENT) (JI451100)
  - (10) CRACK FILLING (PAVEMENT) (JI451160)
  - (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (JI406107)
  - (12) EMULSIFIED CRACK FILLER SEALER (JT487035) STA. 545+00 TO STA. 597+50
  - (13) EMULSIFIED MALTENE-BASED SEALER (JT487030) STA. 492+00 TO STA. 545+00
  - (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010) STA. 436+54 TO STA. 492+00

- REMOVAL LEGEND**
- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
  - (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
  - (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

DRAWN BY GY DATE 12/20/2019  
 CHECKED BY MN DATE 12/20/2019



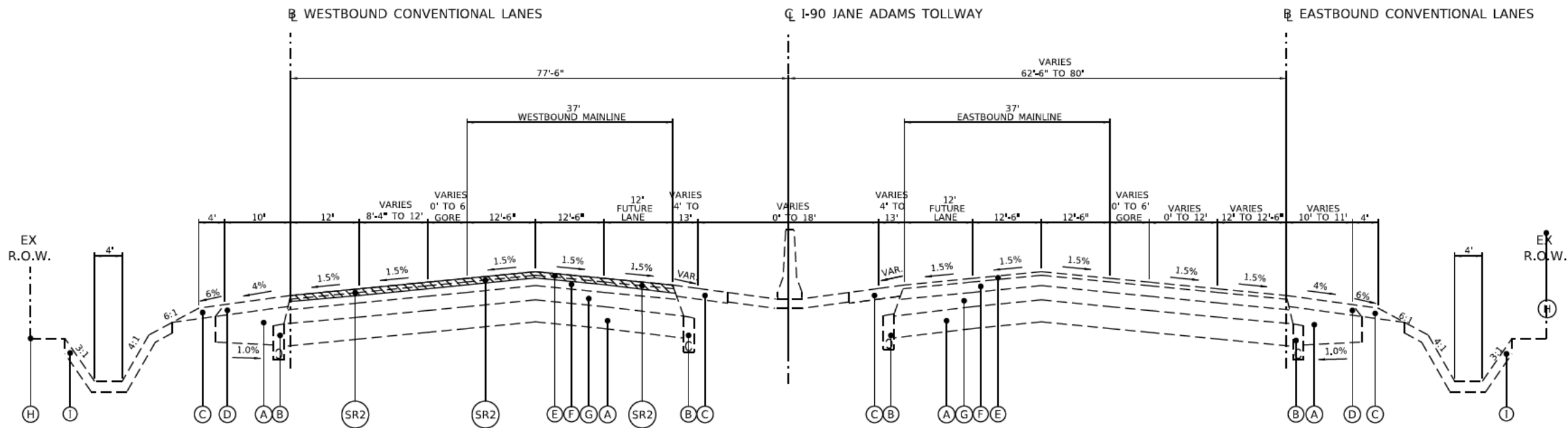
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NO.	DATE
1	01/24/2020
	ADDENDUM 1

CONTRACT NO. RR-19-4487  
 TYPICAL SECTIONS  
 I-90 MAINLINE  
 SHT NO. TYP-03  
 DRAWING NO. 34 OF 445

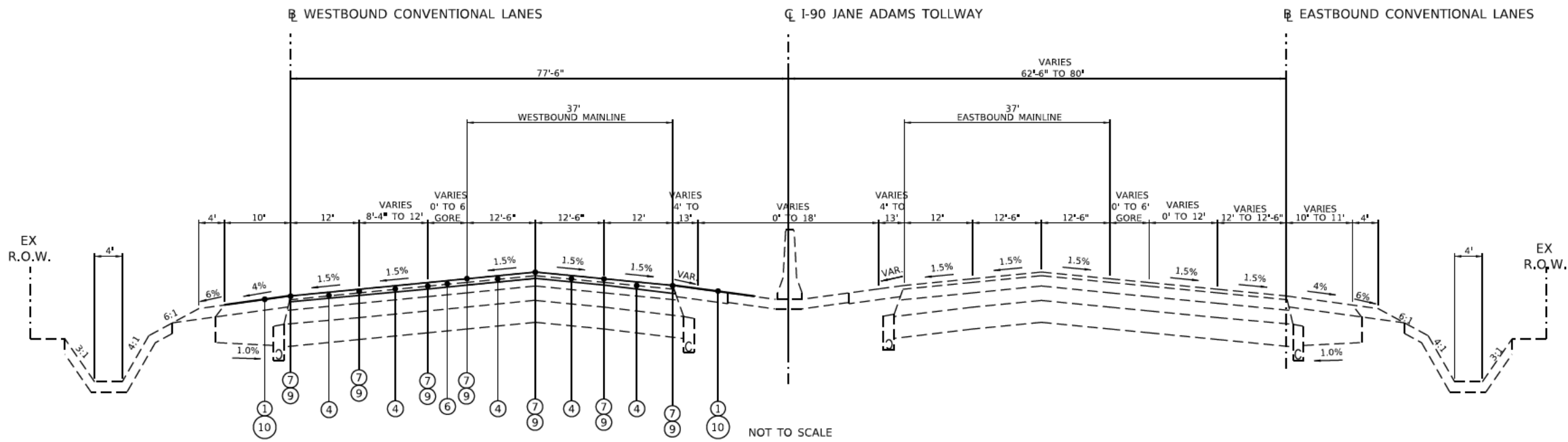
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PROJECT: RR19-4487  
 SHEET: TYP-04  
 DATE: 12/20/2019



NOT TO SCALE  
**EXISTING TYPICAL SECTION**  
 STA 135+00.00 TO STA 137+24.63 (WB)  
 STA 135+00.00 TO STA 139+06.00 (EB)  
 (LOOKING EASTBOUND)



NOT TO SCALE  
**PROPOSED TYPICAL SECTION**  
 STA 135+00.00 TO STA 137+24.63 (WB)  
 STA 135+00.00 TO STA 139+06.00 (EB)  
 (LOOKING EASTBOUND)

**EXISTING LEGEND**

- (A) AGGREGATE SUBGRADE (12 IN.) (ITEM 211A) CA-6 CAPPING  
 AGGREGATE (3 IN.) POROUS GRANULAR EMBANKMENT  
 (9 IN. AND VARIES)
- (B) SUBSURFACE PAVEMENT DRAIN (FILTER FABRIC) (6IN.)  
 (ITEM 607A2)
- (C) AGGREGATE SHOULDER WITH FILTER FABRIC (6 IN.) (ITEM 420)
- (D) BITUMINOUS CONCRETE SHOULDERS (6 IN.) (ITEM 418D2)  
 IDOT BITUMINOUS CONCRETE SURFACE COURSE,  
 SUPERPAVE, MIX D, N70 (2 IN.)  
 IDOT BITUMINOUS CONCRETE BINDER COURSE,  
 SUPERPAVE, IL-19.0, N70 (4 IN.)
- (E) IDOT POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE,  
 SUPERPAVE, IL-12.5, N105 (2 IN.) (ITEM 403AN105P)
- (F) IDOT POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE,  
 SUPERPAVE, IL-19.0, N105 (6 IN.) (2 EQUAL LIFTS) (ITEM 403AN105P)
- (G) IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE,  
 IL-19.0, N90 (7 IN.) (2 EQUAL LIFTS) (ITEM 402AN90B)
- (H) RIGHT-OF-WAY FENCE, TYPE 1 (ITEM 817A1)
- (I) TOP SOIL SPREADING AND INCORPORATING (6 IN.) WITH  
 SEEDING OR SOD (ITEM21616) (SEE NOTE 1)

**REMOVAL LEGEND**

- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
- (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
- (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

**PROPOSED LEGEND**

- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305)  
 ASPHALT TACK COAT (JI406107)
- (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (JI440282)  
 HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (JI440227)  
 ASPHALT TACK COAT (JI406107) OR  
 ASPHALT TACK COAT (NON-TRACKING) (JI406108) AT MAINLINE  
 LANES ONLY
- (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE,  
 IL-12.5, N80 - 3" (JI406048)  
 ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE,  
 IL-12.5, N80 - 2 1/4" (JI406048)  
 ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D",  
 N70 - 3" (JI406510)  
 ASPHALT TACK COAT (JI406107)
- (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 -  
 2 1/4" (JI406510)  
 ASPHALT TACK COAT (JI406107)
- (7) LONGITUDINAL JOINT SEALANT (JI420906)
- (8) NOT USED
- (9) CRACK SEALING (JI451110)  
 CRACK ROUTING (PAVEMENT) (JI451110)
- (10) CRACK FILLING (PAVEMENT) (JI451160)
- (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE,  
 IL-12.5, N80 - 3" (JI406048)  
 ASPHALT TACK COAT (JI406107)
- (12) EMULSIFIED CRACK FILLER SEALER (JT487035)  
 STA. 545+00 TO STA. 597+50
- (13) EMULSIFIED MALTENE-BASED SEALER (JT487030)  
 STA. 492+00 TO STA. 545+00
- (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010)  
 STA. 436+54 TO STA. 492+00

**NOTE:**

1.SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING,  
 RESURFACING, CRACK ROUTING, CRACK SEALING, AND  
 LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

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CHECKED BY	MN	DATE	12/20/2019



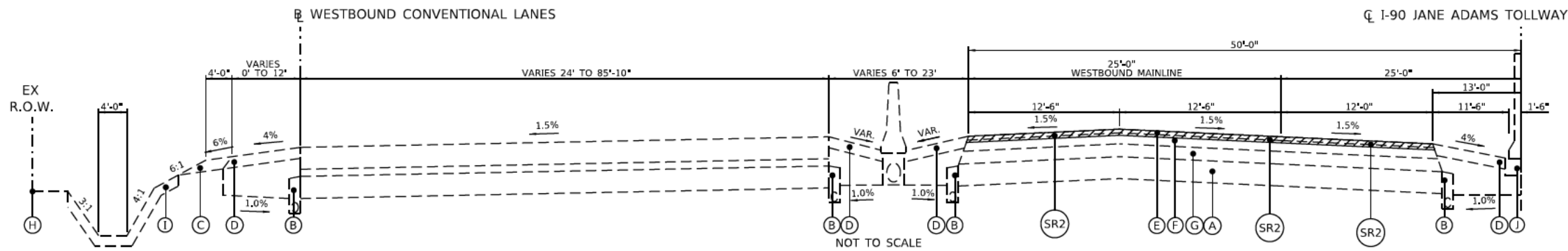
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NO.	DATE	DESCRIPTION
1	01/24/2020	ADDENDUM 1

CONTRACT NO.	RR-19-4487	SHT NO.	TYP-04
TYPICAL SECTIONS		DRAWING NO.	
I-90 MAINLINE		35 OF 445	

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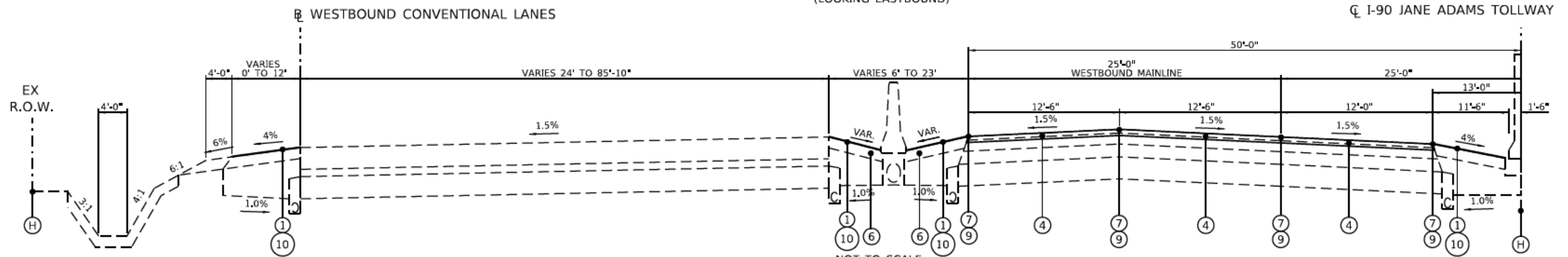
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PROJECT: RR19-4487  
 SHEET: TYP-05  
 DATE: 12/20/2019



**EXISTING TYPICAL SECTION**

STA 137+24.63 TO STA 150+80.00 (WB) & STA 151+20.00 TO STA 160+34.03 (WB)  
 (LOOKING EASTBOUND)



**PROPOSED TYPICAL SECTION**

STA 137+24.63 TO STA 150+80.00 (WB) & STA 151+20.00 TO STA 160+34.03 (WB)  
 (LOOKING EASTBOUND)

**EXISTING LEGEND**

- (A) AGGREGATE SUBGRADE (12 IN.) (ITEM 211A) CA-6 CAPPING AGGREGATE (3 IN.) POROUS GRANULAR EMBANKMENT (9 IN. AND VARIES)
- (B) SUBSURFACE PAVEMENT DRAIN (FILTER FABRIC) (6IN.) (ITEM 607A2)
- (C) AGGREGATE SHOULDER WITH FILTER FABRIC (6 IN.) (ITEM 420)
- (D) BITUMINOUS CONCRETE SHOULDERS (6 IN.) (ITEM 418D2)  
 IDOT BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX D, N70 (2 IN.)  
 IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N70 (4 IN.)
- (E) IDOT POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, IL-12.5, N105 (2 IN.) (ITEM 403AN105P)
- (F) IDOT POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105 (6 IN.) (2EQUAL LIFTS) (ITEM 403AN105P)
- (G) IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N90 (7 IN.) (2 EQUAL LIFTS) (ITEM 402AN90B)
- (H) RIGHT-OF-WAY FENCE, TYPE 1 (ITEM 817A1)
- (I) TOP SOIL SPREADING AND INCORPORATING (6 IN.) WITH SEEDING OR SOD (ITEM21616) (SEE NOTE 1)

**REMOVAL LEGEND**

- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
- (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
- (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

**PROPOSED LEGEND**

- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305)  
 ASPHALT TACK COAT (JI406107)
- (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (JI440282)  
 HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (JI440227)  
 ASPHALT TACK COAT (JI406107) OR  
 ASPHALT TACK COAT (NON-TRACKING) (JI406108) AT MAINLINE LANES ONLY
- (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048)  
 ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 2 1/4" (JI406048)  
 ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 3" (JI406510)  
 ASPHALT TACK COAT (JI406107)
- (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 2 1/4" (JI406510)  
 ASPHALT TACK COAT (JI406107)
- (7) LONGITUDINAL JOINT SEALANT (JI420906)
- (8) NOT USED
- (9) CRACK SEALING (JI451110)  
 CRACK ROUTING (PAVEMENT) (JI451100)
- (10) CRACK FILLING (PAVEMENT) (JI451160)
- (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048)  
 ASPHALT TACK COAT (JI406107)
- (12) EMULSIFIED CRACK FILLER SEALER (JT487035)  
 STA. 545+00 TO STA. 597+50
- (13) EMULSIFIED MALTENE-BASED SEALER (JT487030)  
 STA. 492+00 TO STA. 545+00
- (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010)  
 STA. 436+54 TO STA. 492+00

**NOTE:**

1.SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING, RESURFACING, CRACK ROUTING, CRACK SEALING, AND LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

DRAWN BY: GY DATE: 12/20/2019  
 CHECKED BY: MN DATE: 12/20/2019



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NO.	DATE	DESCRIPTION
1	01/24/2020	ADDENDUM 1

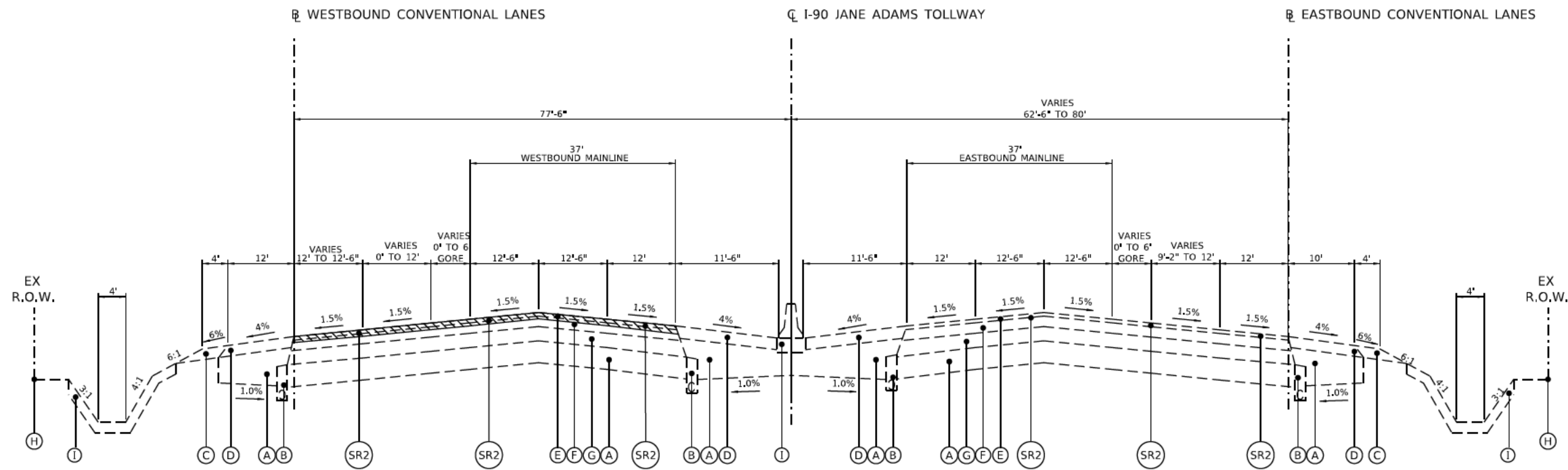
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 TYPICAL SECTIONS  
 I-90 MAINLINE

SHT NO. TYP-05  
 DRAWING NO.  
 36 OF 445

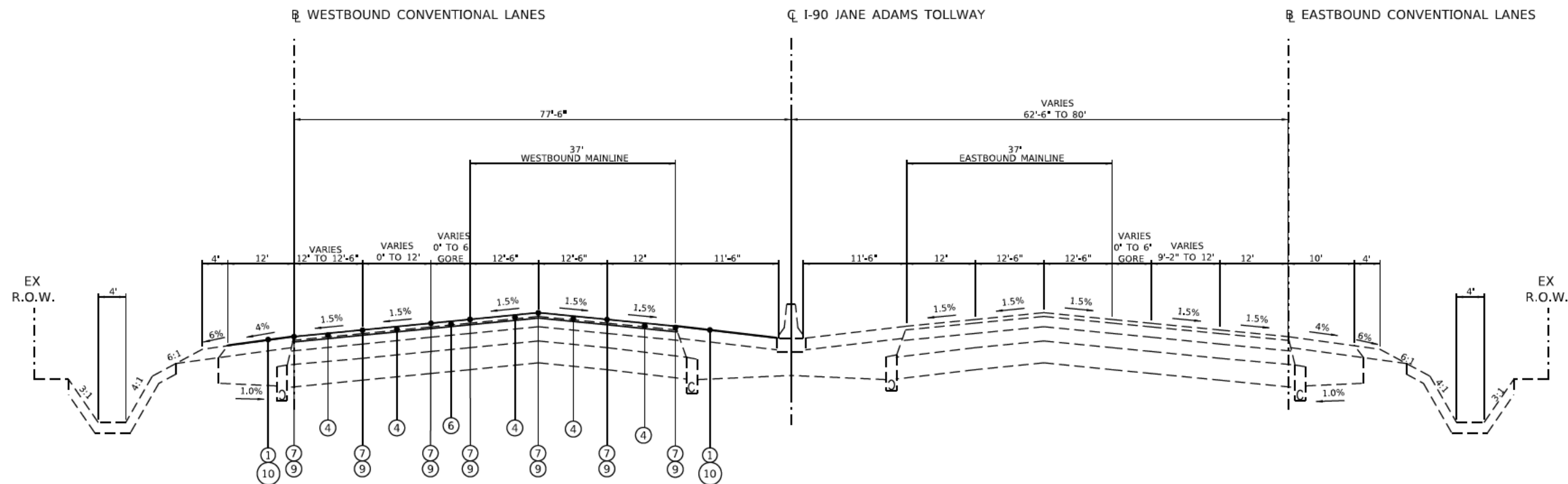
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USER NAME: Bred Forach  
 PLOT DATE: 1/22/2020  
 PLOT SCALE: 1/2" = 40'

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NOT TO SCALE  
**NORTHWEST TOLLWAY EXISTING TYPICAL SECTION**  
 STA 160+34.03 TO STA 168+81.44 (WB)  
 (LOOKING EASTBOUND)



NOT TO SCALE  
**NORTHWEST TOLLWAY PROPOSED TYPICAL SECTION**  
 STA 160+34.03 TO STA 168+81.44 (WB)  
 (LOOKING EASTBOUND)

**NOTE:**

1. SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING, RESURFACING, CRACK ROUTING, CRACK SEALING, AND LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

**EXISTING LEGEND**

- (A) AGGREGATE SUBGRADE (12 IN.) (ITEM 211A) CA-6 CAPPING AGGREGATE (3 IN.) POROUS GRANULAR EMBANKMENT (9 IN. AND VARIES)
- (B) SUBSURFACE PAVEMENT DRAIN (FILTER FABRIC) (6IN.) (ITEM 607A2)
- (C) AGGREGATE SHOULDER WITH FILTER FABRIC (6 IN.) (ITEM 420)
- (D) BITUMINOUS CONCRETE SHOULDERS (6 IN.) (ITEM 418D2) IDOT BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX D, N70 (2 IN.) IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N70 (4 IN.)
- (E) IDOT POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, IL-12.5, N105 (2 IN.) (ITEM 403AN105P)
- (F) IDOT POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N105 (6 IN.) (2EQUAL LIFTS) (ITEM 403AN105P)
- (G) IDOT BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, IL-19.0, N90 (7 IN.) (2 EQUAL LIFTS) (ITEM 402AN90B)
- (H) RIGHT-OF-WAY FENCE, TYPE 1 (ITEM 817A1)
- (I) TOP SOIL SPREADING AND INCORPORATING (6 IN.) WITH SEEDING OR SOD (ITEM21616) (SEE NOTE 1)

**REMOVAL LEGEND**

- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
- (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
- (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

**PROPOSED LEGEND**

- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305) ASPHALT TACK COAT (JI406107)
- (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (JI440282) HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (JI440227) ASPHALT TACK COAT (JI406107) OR ASPHALT TACK COAT (NON-TRACKING) (JI406108) AT MAINLINE LANES ONLY
- (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 2 1/4" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 3" (JI406510) ASPHALT TACK COAT (JI406107)
- (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 2 1/4" (JI406510) ASPHALT TACK COAT (JI406107)
- (7) LONGITUDINAL JOINT SEALANT (JI420906)
- (8) NOT USED
- (9) CRACK SEALING (JI451110) CRACK ROUTING (PAVEMENT) (JI451100)
- (10) CRACK FILLING (PAVEMENT) (JI451160)
- (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (JI406107)
- (12) EMULSIFIED CRACK FILLER SEALER (JT487035) STA. 545+00 TO STA. 597+50
- (13) EMULSIFIED MALTENE-BASED SEALER (JT487030) STA. 492+00 TO STA. 545+00
- (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010) STA. 436+54 TO STA. 492+00

DRAWN BY: GY DATE: 12/20/2019  
 CHECKED BY: MN DATE: 12/20/2019



REVISIONS		
NO.	DATE	DESCRIPTION
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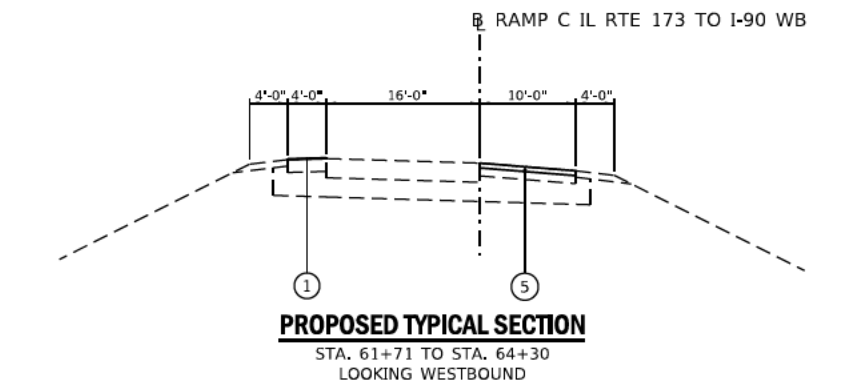
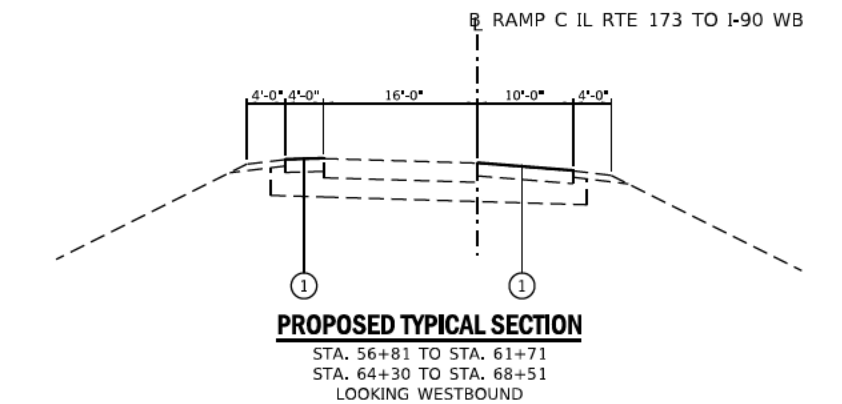
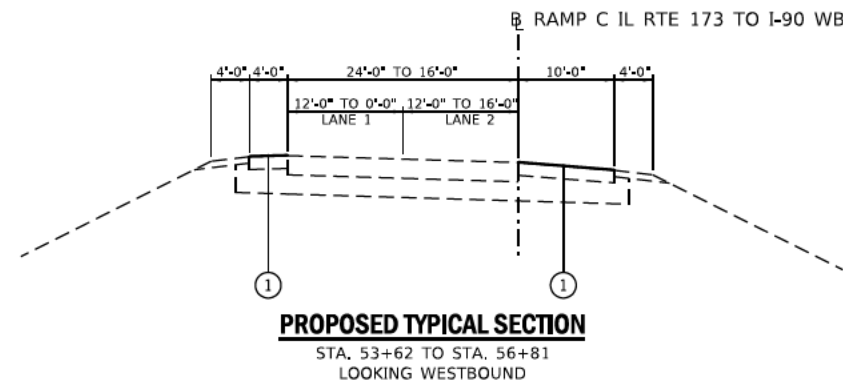
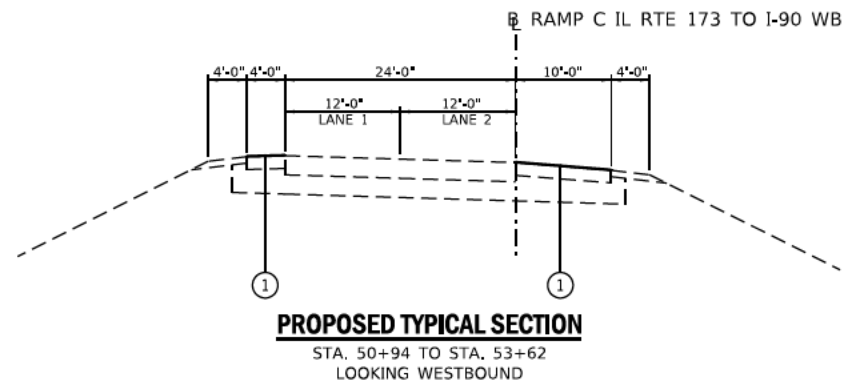
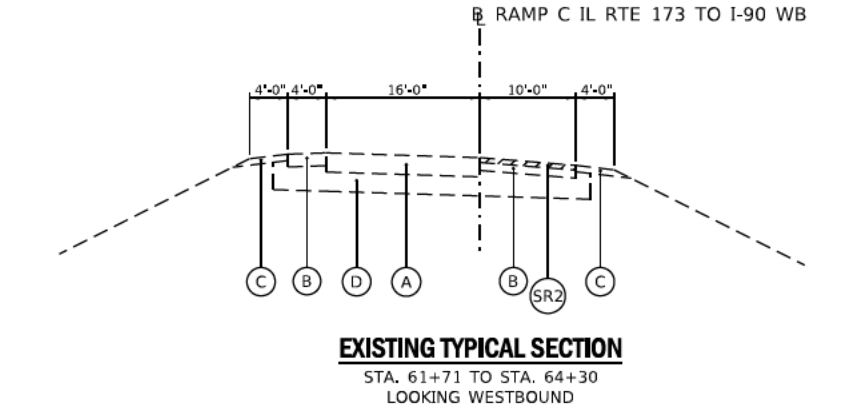
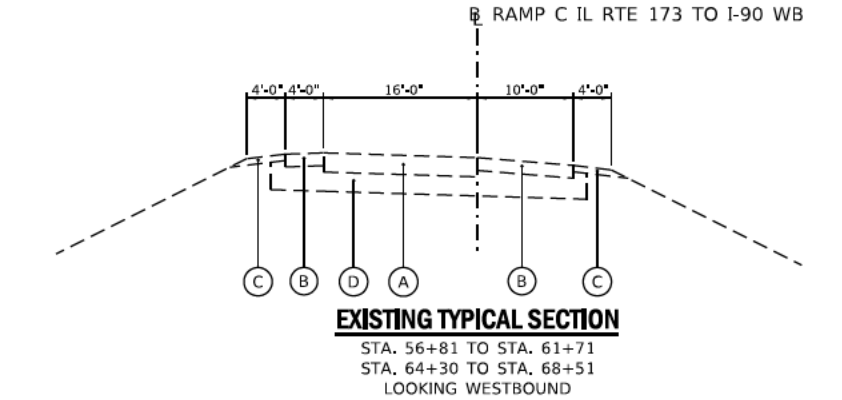
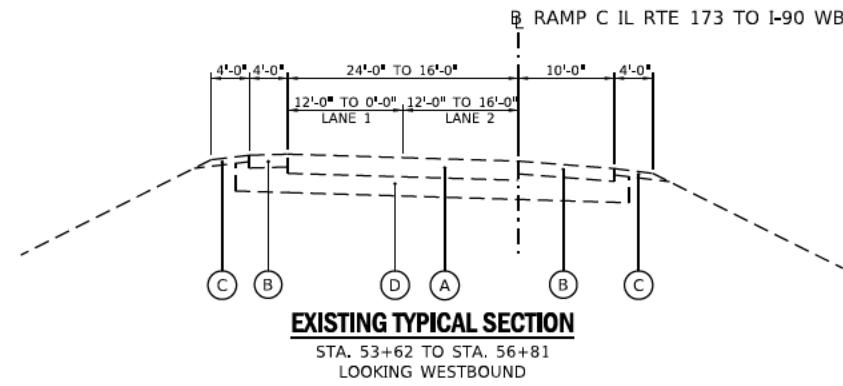
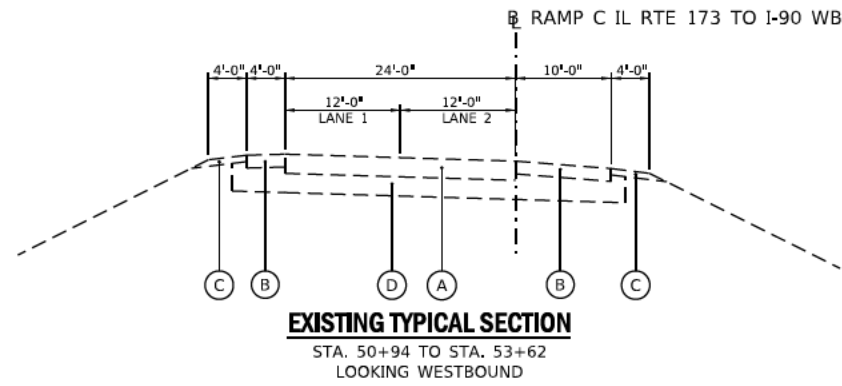
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 I-90 MAINLINE

SHT NO. TYP-07  
 DRAWING NO.  
 38 OF 445

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 PLOT DATE  
 PLOT SCALE

BR-19-4487  
 1/22/2020 - 10:42:24 PM

PROJECT: RR-19-4487  
 SHEET: TYP-08  
 DATE: 12/20/2019



**NOTES:**

- SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING, RESURFACING, CRACK ROUTING, CRACK SEALING, AND LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

**EXISTING LEGEND**

- (A) EXISTING HMA PAVEMENT (FULL-DEPTH), 12 1/4"
- (B) EXISTING HMA SHOULDER, 8"
- (C) EXISTING AGGREGATE SHOULDER, TYPE A
- (D) EXISTING SUBBASE
- (E) EXISTING AGGREGATE SHOULDER, DEPTH VARIES
- (F) EXISTING SUBBASE

**REMOVAL LEGEND**

- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
- (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
- (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

**PROPOSED LEGEND**

- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305) ASPHALT TACK COAT (JI406107)
- (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (JI440282) HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (JI440227) ASPHALT TACK COAT (JI406107) OR ASPHALT TACK COAT (NON-TRACKING) (JI406108) AT MAINLINE LANES ONLY
- (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 2 1/4" (JI406048) ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 3" (JI406510) ASPHALT TACK COAT (JI406107)
- (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 2 1/4" (JI406510) ASPHALT TACK COAT (JI406107)
- (7) LONGITUDINAL JOINT SEALANT (JI420906)
- (8) NOT USED
- (9) CRACK SEALING (JI451110) CRACK ROUTING (PAVEMENT) (JI451100)
- (10) CRACK FILLING (PAVEMENT) (JI451160)
- (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL-12.5, N80 - 3" (JI406048) ASPHALT TACK COAT (JI406107)
- (12) EMULSIFIED CRACK FILLER SEALER (JT487035) STA. 545+00 TO STA. 597+50
- (13) EMULSIFIED MALTENE-BASED SEALER (JT487030) STA. 492+00 TO STA. 545+00
- (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010) STA. 436+54 TO STA. 492+00

DRAWN BY JJB DATE 12/20/2019  
 CHECKED BY BFK DATE 12/20/2019



REVISIONS		
NO.	DATE	DESCRIPTION
1	01/24/2020	ADDENDUM 1

CONTRACT NO. RR-19-4487  
 TYPICAL SECTIONS  
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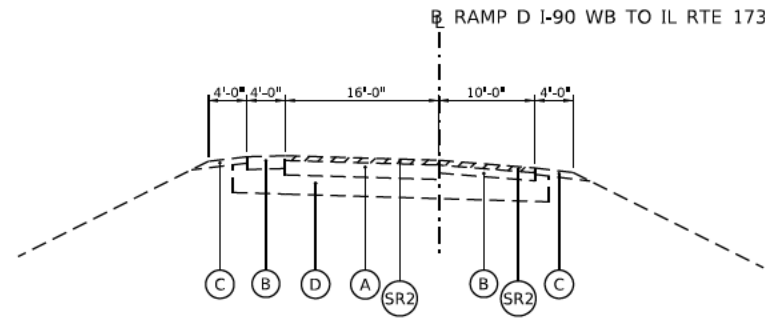
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 DRAWING NO.  
 39 OF 445



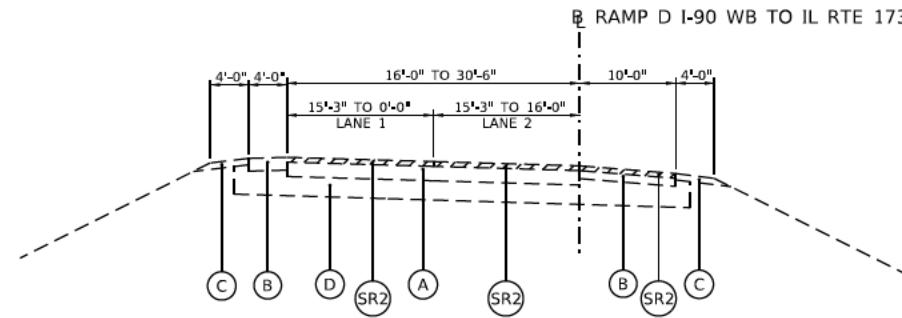
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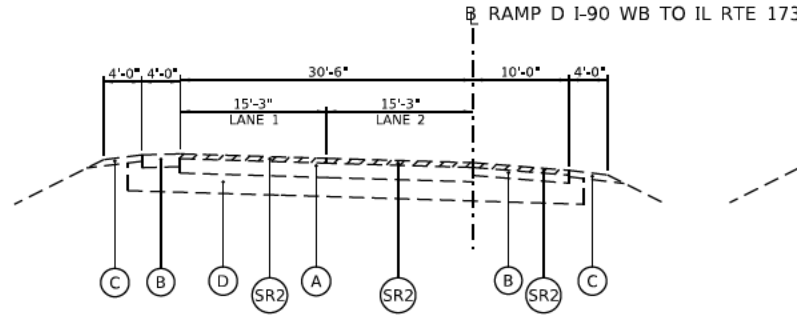
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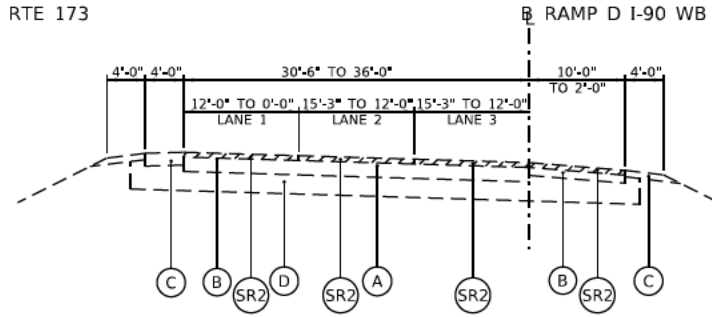
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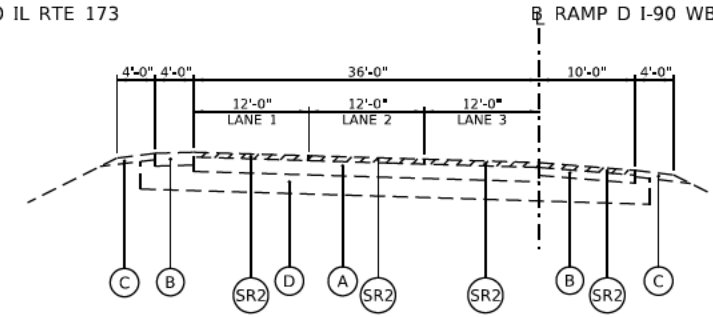
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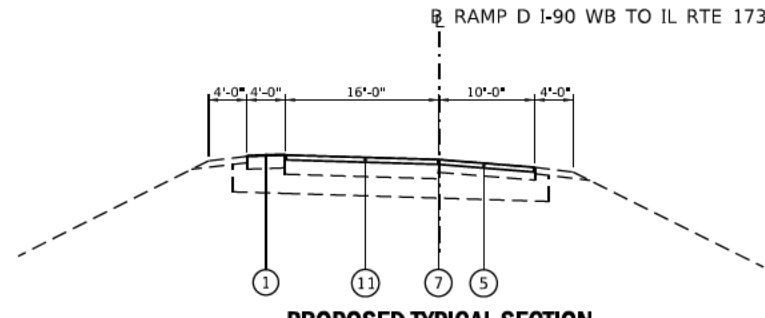
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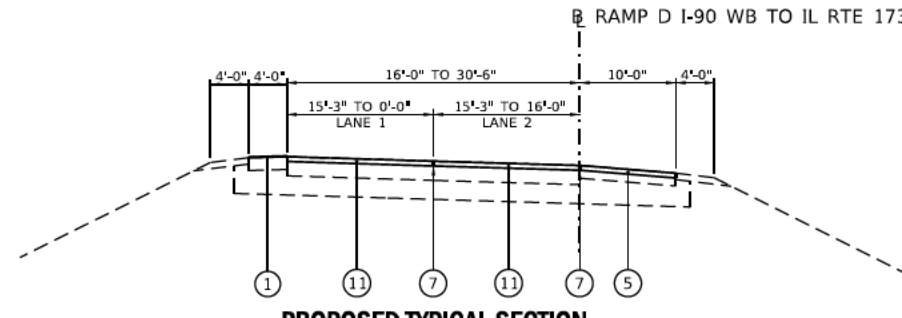
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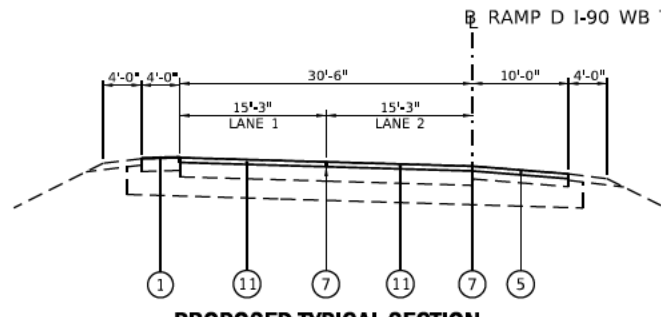
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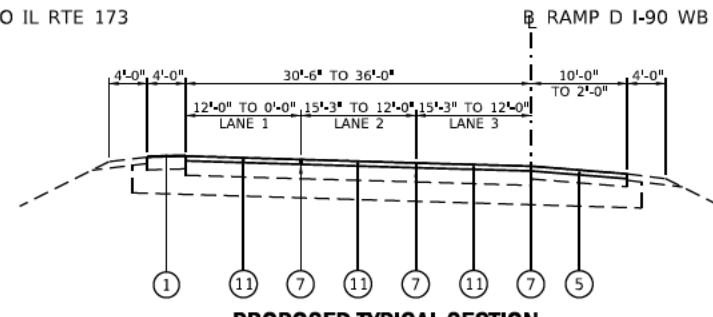
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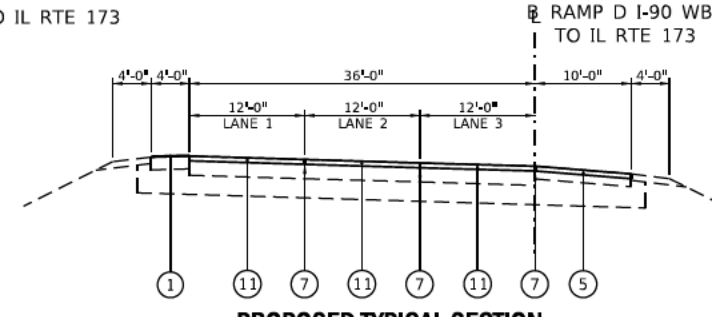
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**PROPOSED TYPICAL SECTION**  
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 LOOKING WESTBOUND



**PROPOSED TYPICAL SECTION**  
 STA. 32+91 TO STA. 34+72  
 LOOKING WESTBOUND



**PROPOSED TYPICAL SECTION**  
 STA. 34+72 TO STA. 37+07  
 LOOKING WESTBOUND

**NOTES:**

- SEE ROADWAY REPAIR PLANS FOR REMOVAL, PATCHING, RESURFACING, CRACK ROUTING, CRACK SEALING, AND LONGITUDINAL JOINT SEALANT LANE AND STATION LOCATIONS.

**EXISTING LEGEND**

- (A) EXISTING HMA PAVEMENT (FULL-DEPTH), 12 1/4"
- (B) EXISTING HMA SHOULDER, 8"
- (C) EXISTING AGGREGATE SHOULDER, TYPE A
- (D) EXISTING SUBBASE
- (E) EXISTING AGGREGATE SHOULDER, DEPTH VARIES
- (F) EXISTING SUBBASE

**REMOVAL LEGEND**

- (SR) HOT-MIX ASPHALT SURFACE REMOVAL
- (SR1) HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" (44000158)
- (SR2) HOT-MIX ASPHALT SURFACE REMOVAL, 3" (44000161)

**PROPOSED LEGEND**

- (1) MICROSURFACING, SINGLE PASS, TYPE II (JT900305)  
ASPHALT TACK COAT (JI406107)
- (2) ASPHALT PATCHING OF MAINLINE OVERLAYS, 2" (JI440282)  
HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2" (JI440227)  
ASPHALT TACK COAT (JI406107) OR  
ASPHALT TACK COAT (NON-TRACKING) (JI406108) AT MAINLINE LANES ONLY
- (3) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE,  
IL-12.5, N80 - 3" (JI406048)  
ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (4) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE,  
IL-12.5, N80 - 2 1/4" (JI406048)  
ASPHALT TACK COAT (NON-TRACKING) (JI406108)
- (5) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 3" (JI406510)  
ASPHALT TACK COAT (JI406107)
- (6) WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70 - 2 1/4" (JI406510)  
ASPHALT TACK COAT (JI406107)
- (7) LONGITUDINAL JOINT SEALANT (JI420906)
- (8) NOT USED
- (9) CRACK SEALING (JI451110)  
CRACK ROUTING (PAVEMENT) (JI451100)
- (10) CRACK FILLING (PAVEMENT) (JI451160)
- (11) STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE,  
IL-12.5, N80 - 3" (JI406048)  
ASPHALT TACK COAT (JI406107)
- (12) EMULSIFIED CRACK FILLER SEALER (JT487035)  
STA. 545+00 TO STA. 597+50
- (13) EMULSIFIED MALTENE-BASED SEALER (JT487030)  
STA. 492+00 TO STA. 545+00
- (14) BIO-BASED SEALER AND POLYMER BINDER (JT487010)  
STA. 436+54 TO STA. 492+00

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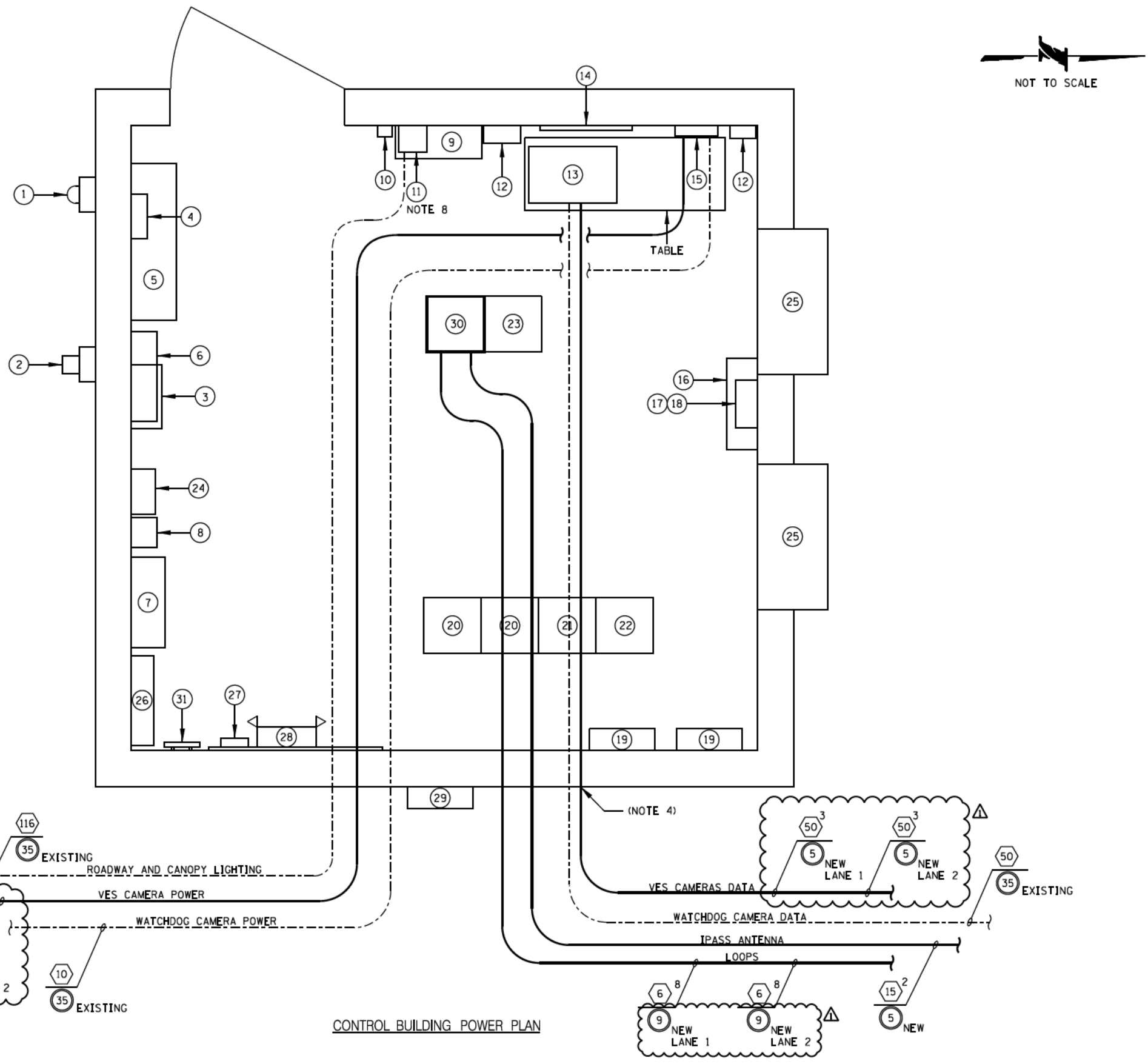
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NO.	DATE	DESCRIPTION
1	01/24/2020	ADDENDUM 1

CONTRACT NO. RR-19-4487  
 TYPICAL SECTIONS  
 WEST LANE RD (173) RAMP

SHT NO. TYP-09  
 DRAWING NO.  
 40 OF 445







**NOTES:**

1. EXISTING EQUIPMENT IS SHOWN FOR INFORMATION ONLY. NEW WORK IS SHOWN IN BOLD.
2. SEE DWGS. E-02 FOR CABLE/CONDUIT SCHEDULES.
3. SEE DWG. E-04 FOR POWER SYSTEM SINGLE LINE DIAGRAM.
4. SEE DWG. E-07 FOR WALL ELEVATION.
5. NEW CONDUIT SHALL BE INSTALL THROUGH EXISTING HOLE IN THE BUILDING WALL TO THE PLAZA CANOPY. CONDUIT SHALL BE MOUNTED 7-FEET HIGH MINIMUM WITH A 5 PERCENT SLOPE AWAY FROM THE BUILDING. SEE DWG. E-12 FOR CONDUIT CONTINUATION TO EXISTING PLAZA CANOPY.
6. EXISTING WATCHDOG CAMERA AND ROADWAY LIGHTING CABLE/CONDUIT IS SHOWN FOR INFORMATION ONLY. BOTH SHALL NOT BE DISTURBED DURING CONSTRUCTION.
7. THE LCC RACK IS A 23" NOM. 2-POST RACK. THE IPO LANES CONTROLLER CABINETS SHALL BE MOUNTED BACK-TO-BACK AS SHOWN ON E-23.
8. REPLACE EXISTING MECHANICALLY HELD CONTACTOR WITH NEW ELECTRICALLY HELD CONTACTOR. MATCH MANUFACTURER, VOLTAGE AND CURRENT RATING AND NUMBER OF POLES.
9. NEW LANE CONTROLLERS WILL BE FURNISHED AND INSTALLED BY THE ILLINOIS TOLLWAY.

**LEGEND**

- 1 EXISTING POWER COMPANY METER
- 2 EXISTING GENERATOR RECEPTACLE, 200A, 3PH
- 3 EXISTING MANUAL TRANSFER SWITCH, 200A, 3PH (BELOW)
- 4 EXISTING MAIN SERVICE DISCONNECT, 200A, 3PH
- 5 EXISTING PANEL "MDP", 225A, 120/208V, 3PH
- 6 EXISTING PANEL "TP-A", 100A, 120/208V, 3PH
- 7 EXISTING "TP-B", 100A, 120/208V, 3-PHASE
- 8 EXISTING AC SURGE PROTECTOR DEVICE
- 9 EXISTING PANEL "TP-2", 100A, 120/208V, 3PH
- 10 EXISTING HAND-OFF-AUTO SWITCH FOR CANOPY/ROADWAY LIGHTS
- 11 EXISTING LIGHTING CONTACTOR FOR CANOPY AND ROADWAY LIGHTS
- 12 EXISTING PULL BOX
- 13 EXISTING CISCO SWITCH ON TABLE
- 14 EXISTING TERMINAL STRIPS
- 15 EXISTING VIDEO POWER JUNCTION BOX
- 16 EXISTING PANEL "UPS-1", 30A, 120/240V, 1PH (ABOVE)
- 17 EXISTING UPS (BELOW)
- 18 EXISTING UPS BYPASS TRANSFER SWITCH, 60A, 1PH (BELOW)
- 19 EXISTING BUILDING ALARM AND CONTROL PANELS
- 20 EXISTING TELECOM 2-POST RACK
- 21 EXISTING UPS AND BATTERY CHARGER 2-POST RACK
- 22 EXISTING EMPTY 2-POST RACK
- 23 EXISTING 2-POST RACK WITH 1-PASS EQUIPMENT
- 24 EXISTING LINE CONDITIONER
- 25 EXISTING AIR CONDITIONING UNIT
- 26 EXISTING TERMINAL BLOCK J-BOX (NOT USED)
- 27 EXISTING PHONE BOARD
- 28 EXISTING EMERGENCY LIGHT
- 29 OUTDOOR RATED JUNCTION BOX
- 30 NEW 4-POST RACK WITH LANE CONTROLLERS (SEE NOTE 9)
- 31 EXISTING GROUND BAR

CONTROL BUILDING POWER PLAN

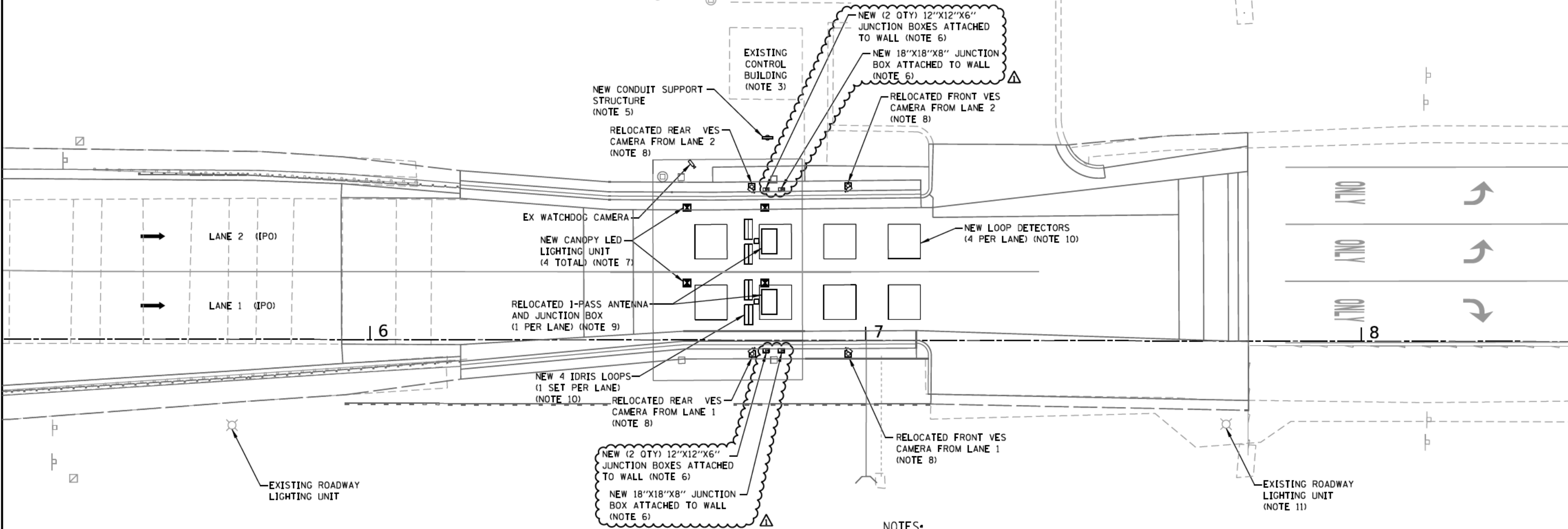
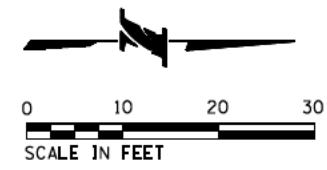
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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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DOWNERS GROVE, ILLINOIS 60515

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CONTRACT NO. RR-19-4487 SHEET E-06  
DRAWING NO. 425 OF 445  
RAMP B CONTROL BUILDING ELECTRICAL PLAN



**NOTES:**

1. CONTRACTOR SHALL COORDINATE WITH TOLLWAY AUTHORITY ON THE ITEM REMOVALS AND RELOCATIONS.
2. SEE DWG. E-02 FOR CABLE/CONDUIT SCHEDULES.
3. SEE DWG. E-06 FOR RAMP B CONTROL BUILDING ELECTRICAL PLAN.
4. SEE DWG. E-13 FOR CABLE AND CONDUIT UNDERGROUND ELECTRICAL PLAN AND E-14 FOR I-PASS ONLY LANE PLAN.
5. CONTRACTOR SHALL INSTALL NEW ABOVE GRADE CONDUIT FROM THE EXISTING BUILDING TO THE EXISTING PLAZA CANOPY COLUMN. NEW CONDUIT FOR TOLL EQUIPMENT SHALL BE INSTALLED 7-FEET HIGH MINIMUM FROM GROUND AND SLOPE 5 PERCENT AWAY FROM THE BUILDING. CONTRACTOR SHALL INSTALL SUPPORT STRUCTURE BETWEEN THE BUILDING AND THE CANOPY COLUMN TO SUPPORT THE NEW CONDUIT. SEE DWG. E-17 FOR CONDUIT SUPPORT STRUCTURE DETAIL.
6. JUNCTION BOX TO THE SOUTH SHALL BE USED FOR LANE VES CAMERAS. SEE DWG. E-14 FOR VES CAMERAS JUNCTION BOX AND CONDUIT INSTALLATION DETAILS. JUNCTION BOX TO THE NORTH SHALL BE USED FOR LANE LOOPS. SEE DWG. E-16 FOR JUNCTION BOX AND LOOP INSTALLATION DETAILS.
7. REPLACE EXISTING CANOPY LIGHTING UNITS WITH NEW LED LIGHTING UNITS, SEE DWG. E-03 FOR LUMINAIRE SCHEDULE.
8. RELOCATE EXISTING VES CAMERAS AND SUPPORT POLE, SEE DWG. E-21 FOR VES CAMERA INSTALLATION DETAIL. ETCC TO VERIFY LOCATION OF VES CAMERAS.
9. RELOCATE EXISTING I-PASS ANTENNA(S) FOR THE NEW 2-LANE IPO CONFIGURATION, SEE DWG. E-18 FOR I-PASS ANTENNA DETAILS.
10. SEE DWGS. E-14, E-16 AND E-25 FOR LOOP INSTALLATION DETAILS.
11. EXISTING ROADWAY LIGHTING UNITS ARE CONTROLLED FROM THE EXISTING CONTROL BUILDING AND SHALL NOT BE DISTURBED AND REMAIN OPERATIONAL DURING CONSTRUCTION. SEE DWG. E-19 FOR ROADWAY LIGHTING SCHEMATIC WIRING DIAGRAM.

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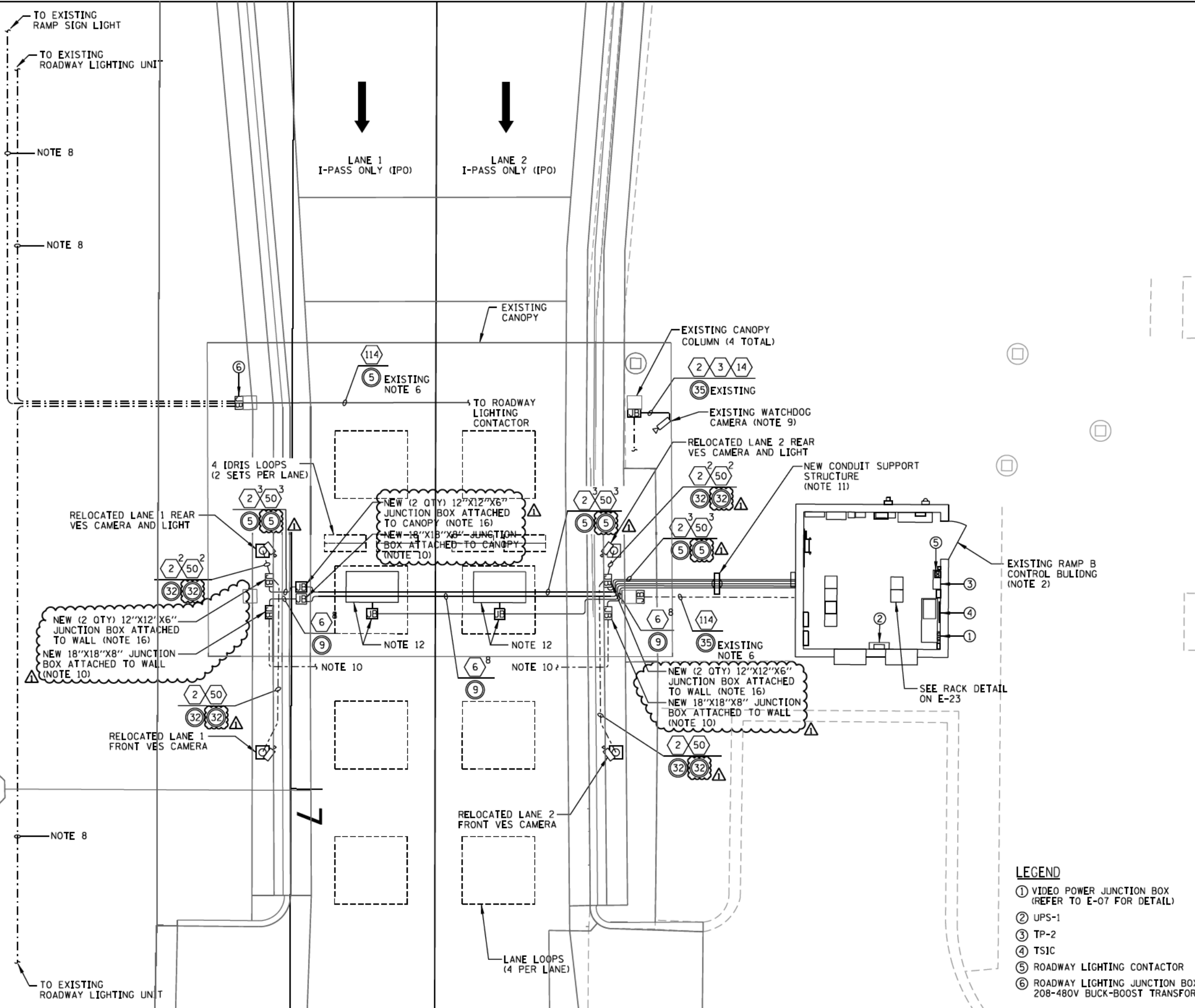


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REVISIONS		
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CONTRACT NO. RR-19-4487  
RAMP B  
ELECTRICAL PLAN

SHEET E-12  
DRAWING NO.  
431 OF 445



NOTE 8  
NOTE 8

NOTE 8

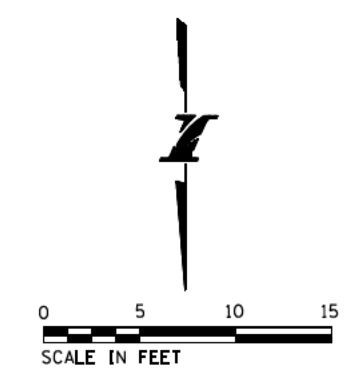
TO EXISTING ROADWAY LIGHTING UNIT

LANE 1 I-PASS ONLY (IPO)  
LANE 2 I-PASS ONLY (IPO)

LANE LOOPS (4 PER LANE)

- LEGEND**
- ① VIDEO POWER JUNCTION BOX (REFER TO E-07 FOR DETAIL)
  - ② UPS-1
  - ③ TP-2
  - ④ TSIC
  - ⑤ ROADWAY LIGHTING CONTACTOR
  - ⑥ ROADWAY LIGHTING JUNCTION BOX AND 208-480V BUCK-BOOST TRANSFORMER

- NOTES:**
1. SEE DWGS. E-02 FOR CABLE/CONDUIT SCHEDULES.
  2. REFER TO DWG. E-06 FOR RAMP B CONTROL BUILDING ELECTRICAL PLAN.
  3. REFER TO SHEET E-07 FOR SOUTH AND WEST WALL ELEVATIONS FOR EXISTING CONTROL BUILDING.
  4. USE A "LB" PVC COATED RIGID GALVANIZED STEEL FITTING TO ENTER THE BUILDING WITH THE NEW CONDUIT.
  5. FINAL LOCATION OF ALL JUNCTION BOXES SHALL BE APPROVED BY THE ENGINEER.
  6. EXISTING CONDUIT, CONDUCTORS, JUNCTION BOX AND TRANSFORMER ATTACHED TO CANOPY FOR EXISTING ROADWAY LIGHTING AND RAMP SIGN LIGHT SHALL REMAIN.
  7. TOLLWAY EQUIPMENT SHALL BE ENERGIZED FROM TP-2. SEE DWG. E-10 FOR PANELBOARD SCHEDULE.
  8. EXISTING ROADWAY LIGHTING IS FED WITH 2 NO. 8 AND 1 NO. 8 GRD. IN 1" CNC. EXISTING ROADWAY LIGHTING SHALL NOT BE DISTURBED AND REMAIN OPERATIONAL DURING CONSTRUCTION.
  9. EXISTING VIDEO WATCHDOG CAMERA SHALL NOT BE DISTURBED AND REMAIN OPERATIONAL DURING CONSTRUCTION. SEE DWG. E-17 FOR DETAILS.
  10. SEE DWGS. E-16 AND E-25 FOR CABLE/CONDUIT AND LOOP INSTALLATION DETAILS.
  11. CONTRACTOR SHALL INSTALL NEW ABOVE GRADE CONDUIT FROM THE EXISTING BUILDING TO THE EXISTING PLAZA CANOPY COLUMN. NEW CONDUIT FOR TOLL EQUIPMENT SHALL BE INSTALLED 7-FEET HIGH MINIMUM FROM GROUND AND SLOPE 5 PERCENT AWAY FROM THE BUILDING. CONTRACTOR SHALL INSTALL SUPPORT STRUCTURE BETWEEN THE BUILDING AND THE CANOPY COLUMN TO SUPPORT THE NEW CONDUIT. SEE DWG. E-17 FOR CONDUIT SUPPORT STRUCTURE DETAIL.
  12. EXISTING I-PASS ANTENNA AND JUNCTION BOX SHALL BE RELOCATED FOR THE NEW IPO LANES. SEE DWG. E-18 FOR I-PASS ANTENNA CABLE/CONDUIT AND MOUNTING DETAILS.
  13. ALL EXCESS (SLACK) POWER AND DATA CABLE(S) MUST BE COILED IN THE JUNCTION BOXES. NO EXCESS CABLE WILL BE COILED INSIDE THE BUILDING.
  14. NOT USED.
  15. PVC CONDUIT SHALL BE USED WHEN THE CONDUIT IS COVERED OR ENCASED IN CONCRETE. TRANSITIONS WILL BE ALLOWED. ALL EXPOSED CONDUITS SHALL BE PVC COATED RGS. CONTACT THE ENGINEER AND TOLLWAY FOR MORE DETAILS. SLEEVES SHALL BE USED WHEN DEEMED NECESSARY.
  16. VES CAMERA POWER AND DATA CABLES SHALL BE INSTALLED IN A SEPARATE CONDUIT AND JUNCTION BOX. USE ONE CONDUIT AND JUNCTION BOX FOR POWER CABLES AND THE OTHER SET FOR THE DATA CABLES.
  17. LOCATION OF LANE CONDUIT STUB-UPS SHALL BE APPROVED BY THE TOLLWAY PRIOR TO THE CONCRETE POUR. THE FINAL LOCATIONS OF EQUIPMENT SHALL BE APPROVED BY THE TOLLWAY.



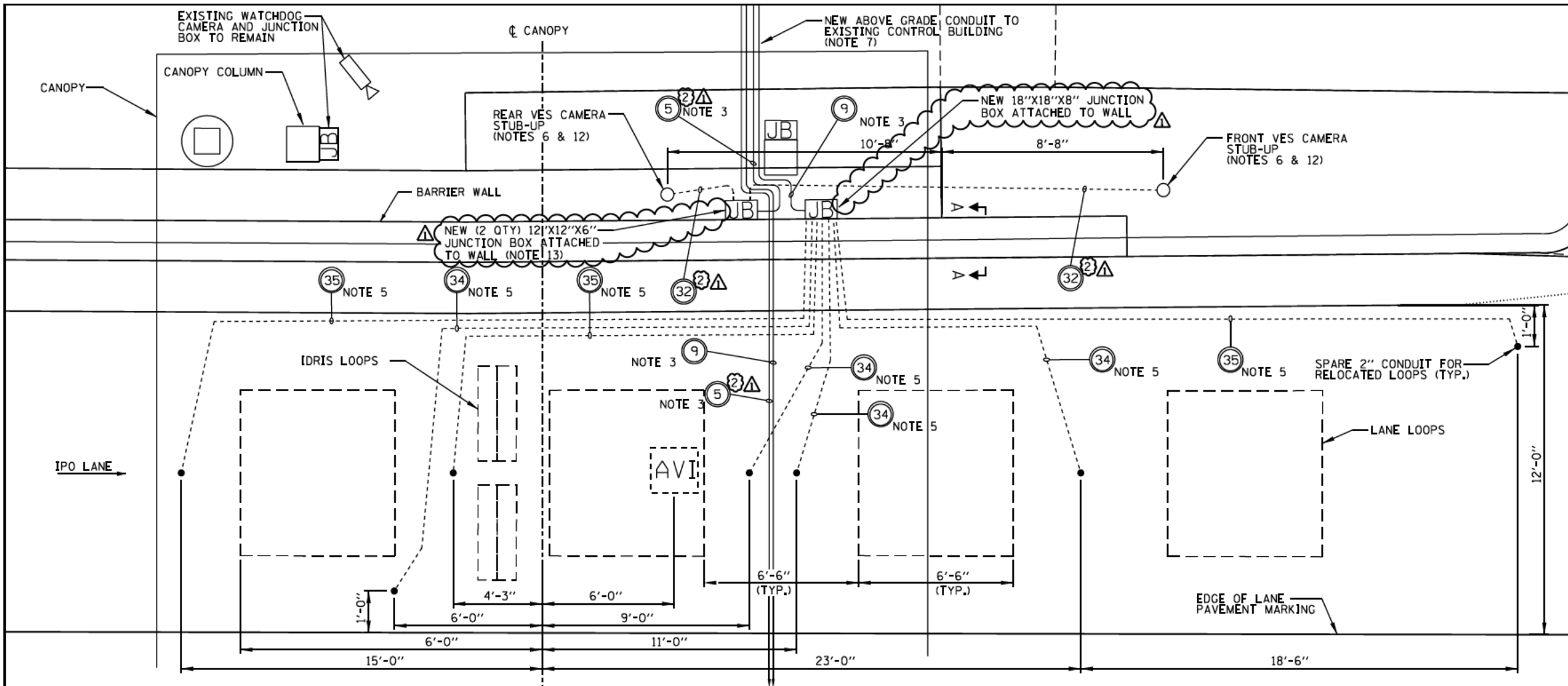
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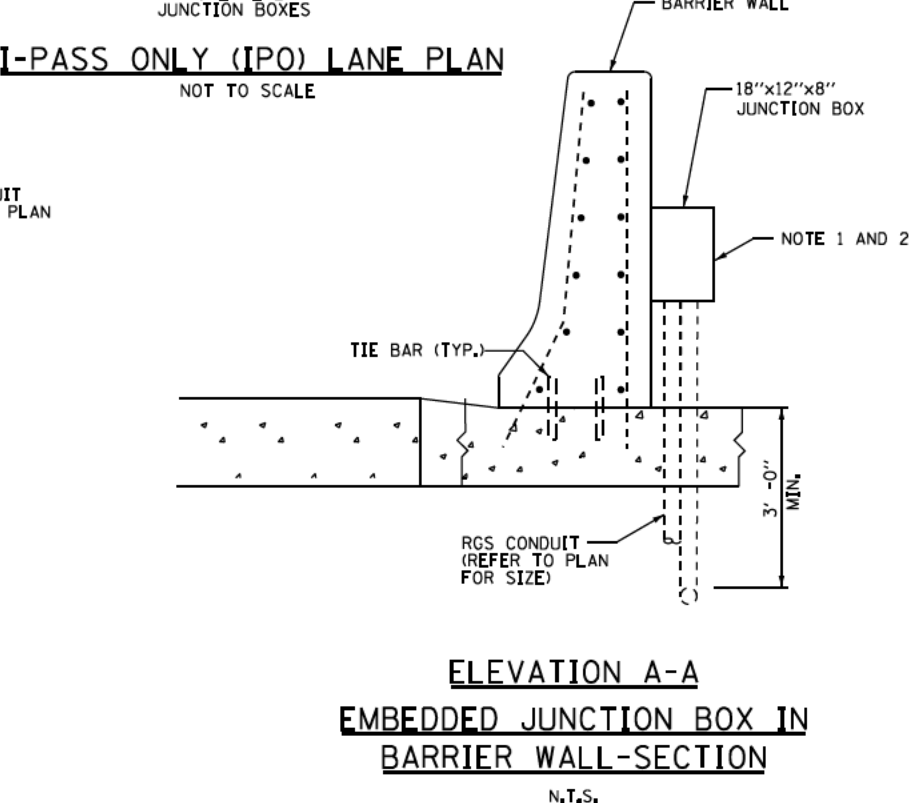
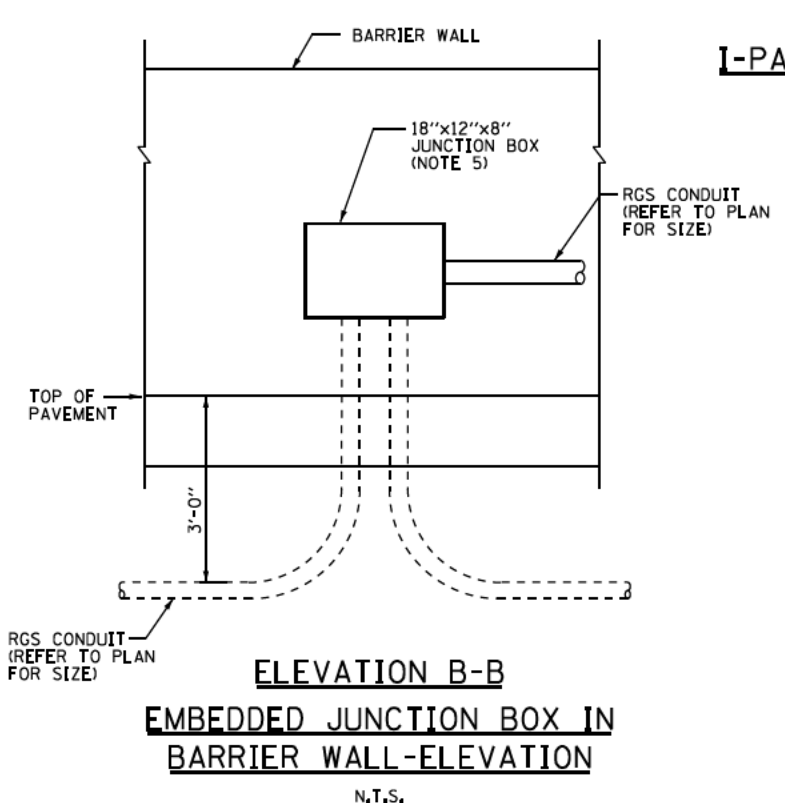
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CONTRACT NO. RR-19-4487 SHEET E-13  
RAMP B WITH CONTROL BUILDING ELECTRICAL UNDERGROUND PLAN  
DRAWING NO. 432 OF 445



- NOTES:**
- SEE DWG. E-02 FOR CABLE/CONDUIT SCHEDULE AND ADDITIONAL NOTES.
  - SEE DWG. E-05 FOR WIRING DIAGRAM.
  - NEW CONDUIT SHALL BE ABOVE GRADE AND ATTACHED TO THE CANOPY OR BARRIER WALL, UNLESS OTHERWISE NOTED. ELECTRICAL CONTRACTOR TO COORDINATE EFFORTS WITH OTHER CONTRACTORS TO VERIFY INSTALLATION RUNS SMOOTHLY.
  - FOR CONTINUATION OF CONDUIT RUNS SEE DWG. E-13.
  - 2" CONDUIT SHALL BE USED FOR THE LOOPS, REFER TO DWG. E-25 FOR LANE LOOP PLAN.
  - RELOCATE FLPC AND RLPC FURNISHED AND INSTALLED BY THE ILLINOIS TOLLWAY. CONDUIT AND CABLING FURNISHED AND INSTALLED BY THE CONTRACTOR.
  - CONTRACTOR SHALL INSTALL NEW CONDUITS 7-FEET HIGH MINIMUM FROM GROUND AND SLOPE 5 PERCENT AWAY FROM EXISTING CONTROL BUILDING TO THE CANOPY COLUMN. FOR CONDUITS OUT OF THE CONTROL BUILDING, SEE DWGS. E-06 AND E-13. COORDINATE THIS WORK WITH TOLLWAY AUTHORITY DURING CONSTRUCTION.
  - ILLINOIS TOLLWAY INSTALLED LOOP WIRES SHALL ENTER INTO A SINGLE 2" CONDUIT WITH AN EPOXY PLUG 6" FROM THE EDGE OF THE ISLAND. INSTALLATION SHALL BE SIMILAR TO THAT SHOWN FOR A 1" CONDUIT IN DETAILS ON DWG. E-16.
  - INSTALL NEW CONDUIT AND REPLACE EXISTING CABLE FROM I-PASS READER LOCATED IN THE BUILDING TO THE I-PASS ANTENNAS.
  - ILLINOIS TOLLWAY INSTALLED LOOP WIRES SHALL ENTER INTO A 1" CONDUIT WITH AN EPOXY PLUG 6" FROM THE EDGE OF THE ISLAND. SEE DWG. E-16.
  - LOCATIONS OF VIOLATION CAMERAS AND LOOP STUB-UPS SHALL BE VERIFIED WITH THE ILLINOIS TOLLWAY AFTER CONDUITS ARE INSTALLED BUT PRIOR TO BACKFILL.
  - VERIFY LOCATIONS OF STUB-UPS IN THE FIELD AS DIRECTED BY THE ILLINOIS TOLLWAY PRIOR TO BACKFILL.

**13. VES CAMERA POWER AND DATA CABLES SHALL BE INSTALLED IN A SEPARATE CONDUIT AND JUNCTION BOX. USE ONE CONDUIT AND JUNCTION BOX FOR POWER CABLES AND THE OTHER SET FOR THE DATA CABLES.**



**I-PASS ONLY (IPO) LANE PLAN**  
NOT TO SCALE

B  
B

- JUNCTION BOX NOTES:**
- DWG. E-13 FOR LANE 2 JUNCTION BOX LAYOUT AND CONDUIT CONTINUATION.
  - JUNCTION BOX SHALL BE ATTACHED TO THE BARRIER WALL COORDINATE WITH TOLLWAY AUTHORITY FOR FINAL PLACEMENT OF JUNCTION BOX.
  - ELECTRICAL CONTRACTOR MUST COORDINATE WITH ILLINOIS TOLLWAY AND PAVEMENT CONTRACTOR. NO CONCRETE POUR SHALL BE DONE BEFORE CONDUIT IS LAID OUT AND APPROVED BY THE ENGINEER.
  - JUNCTION BOXES MUST BE INSTALLED A MINIMUM OF 12" APART.

**EQUIPMENT LEGEND**

ITEM	DESCRIPTION
	JUNCTION BOX ATTACHED TO STRUCTURE
	I-PASS ANTENNA

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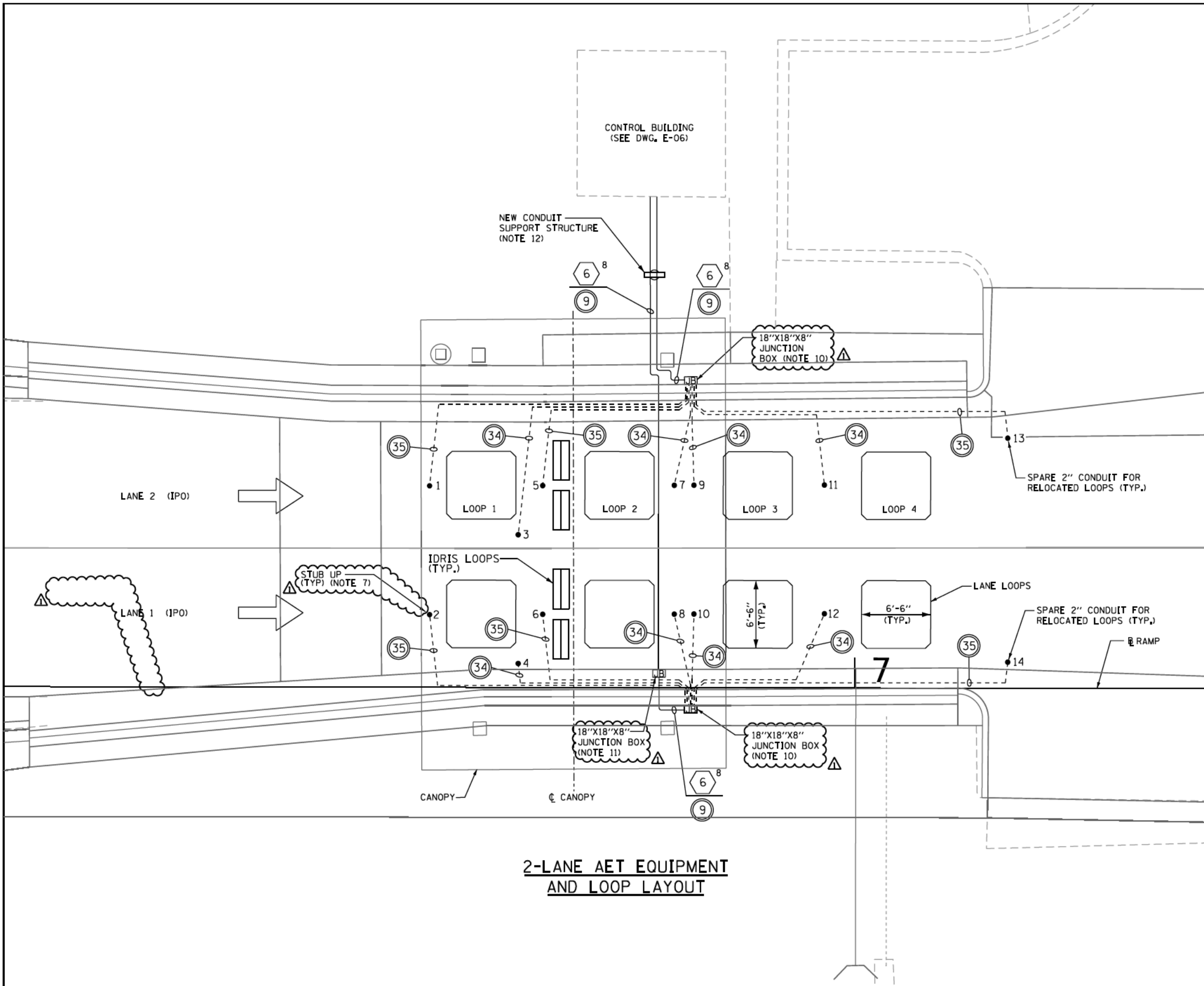
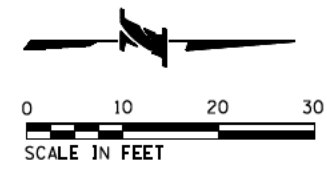
CONTRACT NO. RR-19-4487  
IPASS ONLY (IPO) LANE  
PLAN AND DETAILS  
12 FOOT WIDE LANE

SHEET E-14  
DRAWING NO.  
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**2-LANE AET EQUIPMENT  
AND LOOP LAYOUT**

**NOTES:**

1. MINIMUM CONDUIT SIZE IS 2".
2. LOOP WIRE SPLICES ARE MADE IN JUNCTION BOXES.
3. CONDUITS FOR LOOPS ARE TO BE 2" RIGID GALVANIZED STEEL PVC COATED.
4. LOOPS FURNISHED AND INSTALLED BY THE ILLINOIS TOLLWAY. LOOPS PULLED BACK TO JUNCTION BOXES IN BARRIER WALL. SEE LOOP INSTALLATION DETAILS ON DWG. E-16. CONTRACTOR SHALL COORDINATE WITH ILLINOIS TOLLWAY FOR PROVIDING SLOT OPENING, SAW CUTTING AND OTHER MISCELLANEOUS WORK REQUIRED FOR COMPLETE LOOP INSTALLATION.
5. VERIFY THE CONDUIT AND JUNCTION BOX LOCATIONS WITH THE ILLINOIS TOLLWAY PRIOR TO BARRIER CONSTRUCTION.
6. EQUIPMENT LOCATIONS MUST BE VERIFIED BY THE ILLINOIS TOLLWAY PRIOR TO ANY CONSTRUCTION STARTING. LOCATION OF ALL LANE LOOPS AND LANE STUB UPS SHALL BE APPROVED BY THE ILLINOIS TOLLWAY BEFORE CONCRETE POUR CONTRACTOR TO COORDINATE WITH THE ENGINEER.
7. SEE DWG. E-16 FOR CONDUIT ROUTING AND EXACT STUB UP LOCATIONS.
8. CONTRACTOR IS TO PROVIDE ALL CONDUIT AND LOOP LEAD IN CABLE FROM BUILDING TO JUNCTION BOX IN BARRIER WALL. 3 FEET OF CABLE COILED IN JUNCTION BOX AT BARRIER WALL.
9. ALL LOOP DETECTORS SHALL BE IN THE CENTER OF THE LANES.
10. ATTACH JUNCTION BOX TO THE NEW BARRIER WALL, COORDINATE WITH TOLLWAY FOR FINAL LOCATION, SEE DWG. E-16 FOR DETAILS.
11. ATTACH JUNCTION BOX TO THE CANOPY CEILING AND USE AS A PULL POINT FOR THE NEW CABLES.
12. NEW CONDUIT SHALL BE INSTALL THROUGH EXISTING HOLE IN THE BUILDING WALL TO THE PLAZA CANOPY. CONDUIT SHALL BE MOUNTED 7-FEET HIGH MINIMUM WITH A 5 PERCENT SLOPE AWAY FROM THE BUILDING.

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1	01/24/2020	ADDENDUM 1

CONTRACT NO. RR-19-4487  
LOOP PLAN  
AET 2-LANE LAYOUT

SHEET E-25  
DRAWING NO.  
444 OF 445



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

**CHAIRPERSON:** John Szabo / Brad Fotsch

**LOCATION:** Central Administration Building – Room 175

**ISSUE DATE:** January 22, 2020

**PREPARED BY:** Brad Fotsch

**DISTRIBUTE TO:** Attendees per Sign-In Sheet

### MEETING MINUTES

Item	Description	Responsibility	Due Date
1.0	<u>Introductions</u>		
2.0	<p><u>Scope of Work</u></p> <p>JS stated the improvements to be constructed under this contract shall be performed along westbound Jane Addams Memorial Tollway (I-90) between Mile Post 2.6 (Rockton Road) and Mile Post 18.3 (Kishwaukee River Bridge) and performed at Toll Plaza 2 on the westbound I-90 exit Ramp B at East Riverside Blvd. interchange at Mile Post 12.5 in Winnebago County, Illinois. The work under this contract includes, but is not limited to:</p> <ol style="list-style-type: none"> <li>1.) I-90 westbound mainline lane and shoulder pavement repair and patching between Sta. 97+86 to Sta. 925+76.</li> <li>2.) Westbound ramp pavement repair and patching at interchanges.</li> <li>3.) Overhead sign structure and concrete barrier wall repairs.</li> <li>4.) Construction of proposed drainage improvements along I-90.</li> <li>5.) Construction of proposed signing improvements along I-90.</li> <li>6.) Proposed pavement marking improvements along I-90.</li> <li>7.) Construction of roadway safety improvements.</li> <li>8.) Maintenance of Traffic.</li> </ol>		



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

	<p>9.) Restoration of landscaping for areas described above.</p> <p>10.) Ramp B pavement replacement between Sta. 275+94 to Sta. 277+77.</p> <p>11.) Removal of Toll Plaza equipment.</p> <p>12.) Toll Plaza electrical work and lighting improvements.</p>		
3.0	<p><u>DBE and Veteran Small Business Utilization</u> JS stated:</p> <ul style="list-style-type: none"> <li>• DBE goal is 26%</li> <li>• Minority participation goal is 6.3%</li> <li>• Female participation goal is 6.9%</li> <li>• Veteran Small Business Utilization Goal is 2.5%</li> <li>• Big Credit Cap is \$125,000.</li> </ul>		
4.0	<p><u>Instructions to Bidders</u> JS stated all bids MUST include Disclosures and Certifications otherwise the bid will be deemed non-responsive. See the section of the construction contract book, volume 1 titled INSTRUCTIONS AND INFORMATION TO BIDDERS for additional information.</p>		
5.0	<p><u>Project Schedule</u> BF stated:</p> <ul style="list-style-type: none"> <li>• S.P. 103.1 Contract Completion Date – October 30, 2020</li> <li>• S.P. 103.2 Substantial Completion Date – October 1, 2020</li> <li>• S.P. 104 Notice to Proceed – April 30, 2020</li> <li>• S.P. 105 Liquidated Damages for Delay(s) and Incentive Plan(s)</li> <li>• Non-completion per S.P. 103.1 – \$7,500 per day</li> <li>• Non-completion per S.P. 103.2 – \$7,500 per day</li> <li>• Completion Incentive Payment Plan(s) – none</li> </ul>		
6.0	<p><u>S.P. 106 Coordination with State and Local Agencies</u> BF stated:</p> <ul style="list-style-type: none"> <li>• S.P. 106.1 Illinois Department of Transportation – District 2</li> </ul>		



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

	<ul style="list-style-type: none"> <li>• S.P. 106.2 Winnebago County</li> <li>• S.P. 106.3 City of Loves Park</li> </ul>		
7.0	<p><u>S.P. 106.4 Coordination with Other Contractors</u> BF stated:</p> <ul style="list-style-type: none"> <li>• RR-18-4443 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); Toll Plaza 1 (Mile Post 3.3) to East Riverside Boulevard (Mile Post 13.0)</li> <li>• RR-18-4444 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); East Riverside Boulevard (Mile Post 13.0) to east of Genoa Road (Mile Post 25.4)</li> <li>• RR-19-4502 Crossroad Structural Preservation and Rehabilitation; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)</li> <li>• RR-19-4503 Eastbound Pavement and Structural Preservation and Rehabilitation; Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)</li> <li>• RR-19-4504 Stockpile Management; Jane Addams Memorial Tollway (I-90); State Street (Mile Post 15.4)</li> <li>• RR-19-4505 Lighting Upgrades and LED Retrofit; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to I-39 Interchange (Mile Post 17.85)</li> </ul>		
8.0	<p><u>Maintenance of Traffic – Toll Plaza 2</u> BF stated:</p> <ul style="list-style-type: none"> <li>• Stage 1 – CASH lane closed; I-PASS lane open</li> <li>• Stage 2 – CASH lane (converted to I-PASS) open; I-PASS lane closed</li> </ul>		
9.0	<p><u>Addendum</u> BF stated that Addendum No. 1 will be released no later than Wednesday, January 22, 2020 – may be sooner if necessary.</p>		



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

10.0	<p><u>Questions Received to Date</u> JS stated:</p> <ul style="list-style-type: none"> <li>• Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention John Szabo (Tollway Design Project Manager), email jszabo@getipass.com, to be received no later than 2:00 p.m. local time on Thursday, January 16, 2020.</li> <li>• Question: I downloaded the project from the plan room. Usually the “P-Pages” “Schedule of Prices” are provided in an Excel format but this time it was a PDF file. Can you send me the Excel file?</li> <li>• Answer: The Excel file has been uploaded to the Tollway’s online plan room.</li> <li>• Question: The VES camera piping seems to have a discrepancy between Sheet E-06 and Sheet E-13. I assume for lane #1 (conduit overhead across the existing canopy) should be 2 – 2” (one for VES power and one for VES comm) and 1 – 4” for the loops. Sheet E-13 only shows 1 – 2” and 1 – 4” for the VES and Loops. Please clarify.</li> <li>• Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.</li> <li>• Question: The barrier wall junction boxes for the relocated VES cameras shows 1 – 1” conduit for power and comm to each camera. I assume this needs to be 2 – 1” conduits to keep power and comm separate? Please clarify.</li> <li>• Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.</li> <li>• Sheet E-06 shows the conduits for the loops being 2 – 3” (inside the control</li> </ul>		
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# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

	<p>building) where E-13 shows these as 2 – 4". Please clarify.</p> <ul style="list-style-type: none"><li>• Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.</li><li>• The junction boxes shown on sheet E-13 under the canopy are not adequate size. These are shown as the (2) 6" x 6" x 4". Are there to be (3) of these junction boxes? Size? Please clarify.</li><li>• Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.</li><li>• Sheet E-24 Note 14 says to install a 20" x 12" x 7" embedded 4X junction box in the barrier wall. Sheet E-14 shows this box surface mounted. Also there is a size discrepancy shown on sheet E-13 shows a 18" x 12" x 8"? Please clarify.</li><li>• Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.</li></ul>		
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Please notify the preparer of any corrections and/or clarifications within 5 business days.

**Next Meeting Date:** N/A



# Capital Program

## MEETING AGENDA

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

**CHAIRPERSON:** John Szabo / Brad Fotsch

**LOCATION:** Central Administration Building – Room 175

### AGENDA TOPICS

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- 1.0 Introductions
- 2.0 Scope of Work
- 3.0 DBE and Veteran Small Business Utilization
  - 3.1 DBE Utilization Goal of 26%
  - 3.2 Veteran Small Business Utilization Goal of 2.5%
- 4.0 Instructions to Bidders
  - 4.1 All bids MUST include Disclosures and Certifications otherwise the bid will be deemed non-responsive. See the section of the construction contract book, volume 1 titled INSTRUCTIONS AND INFORMATION TO BIDDERS for additional information.
- 5.0 Project Schedule
  - 5.1 S.P. 103.1 Contract Completion Date – October 30, 2020
  - 5.2 S.P. 103.2 Substantial Completion Date – October 1, 2020
  - 5.3 S.P. 104 Notice to Proceed – April 30, 2020
  - 5.4 S.P. 105 Liquidated Damages for Delay(s) and Incentive Plan(s)
    - 5.4.1 Non-completion per S.P. 103.1 – \$7,500 per day
    - 5.4.2 Non-completion per S.P. 103.2 – \$7,500 per day
    - 5.4.3 Completion Incentive Payment Plan(s) – none
- 6.0 S.P. 106 Coordination with State and Local Agencies
  - 6.1 S.P. 106.1 Illinois Department of Transportation
  - 6.2 S.P. 106.2 Winnebago County
  - 6.3 S.P. 106.3 City of Loves Park
- 7.0 S.P. 106.4 Coordination with Other Contractors
  - 7.1 RR-18-4443 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); Toll Plaza 1 (Mile Post 3.3) to East Riverside Boulevard (Mile Post 13.0)



# Capital Program

## MEETING AGENDA

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

- 7.2 RR-18-4444 Landscape Planting Improvements; Jane Addams Memorial Tollway (I-90); East Riverside Boulevard (Mile Post 13.0) to east of Genoa Road (Mile Post 25.4)
- 7.3 RR-19-4502 Crossroad Structural Preservation and Rehabilitation; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)
- 7.4 RR-19-4503 Eastbound Pavement and Structural Preservation and Rehabilitation; Rockton Road (Mile Post 2.6) to Kishwaukee River Bridge (Mile Post 18.3)
- 7.5 RR-19-4504 Stockpile Management; Jane Addams Memorial Tollway (I-90); State Street (Mile Post 15.4)
- 7.6 RR-19-4505 Lighting Upgrades and LED Retrofit; Jane Addams Memorial Tollway (I-90); Rockton Road (Mile Post 2.6) to I-39 Interchange (Mile Post 17.85)
  
- 8.0 Maintenance of Traffic – Toll Plaza 2
  - 8.1 Stage 1 – CASH lane closed; I-PASS lane open
  - 8.2 Stage 2 – CASH lane (converted to I-PASS) open; I-PASS lane closed
  
- 9.0 Addendum
  - 9.1 Addendum No. 1 will be released no later than Wednesday, January 22, 2020 – may be sooner if necessary.
  
- 10.0 Questions Received to Date
  - 10.1 Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention John Szabo (Tollway Design Project Manager), email [jszabo@getipass.com](mailto:jszabo@getipass.com), to be received no later than 2:00 p.m. local time on Thursday, January 16, 2020.
  - 10.2 Question: I downloaded the project from the plan room. Usually the “P-Pages” “Schedule of Prices” are provided in an Excel format but this time it was a PDF file. Can you send me the Excel file?  
*Answer: The Excel file has been uploaded to the Tollway’s online plan room.*
  - 10.3 Question: The VES camera piping seems to have a discrepancy between Sheet E-06 and Sheet E-13. I assume for lane #1 (conduit overhead across the existing canopy) should be 2 – 2” (one for VES power and one for VES comm) and 1 – 4” for the loops. Sheet E-13 only shows 1 – 2” and 1 – 4” for the VES and Loops. Please clarify.  
*Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.*





# Capital Program

## MEETING AGENDA

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

- 10.4 Question: The barrier wall junction boxes for the relocated VES cameras shows 1 – 1” conduit for power and comm to each camera. I assume this needs to be 2 – 1” conduits to keep power and comm separate? Please clarify.  
*Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.*
- 10.5 Sheet E-06 shows the conduits for the loops being 2 – 3” (inside the control building) where E-13 shows these as 2 – 4”. Please clarify.  
*Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.*
- 10.6 The junction boxes shown on sheet E-13 under the canopy are not adequate size. These are shown as the (2) 6” x 6” x 4”. Are there to be (3) of these junction boxes? Size? Please clarify.  
*Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.*
- 10.7 Sheet E-24 Note 14 says to install a 20” x 12” x 7” embedded 4X junction box in the barrier wall. Sheet E-14 shows this box surface mounted. Also there is a size discrepancy shown on sheet E-13 shows a 18” x 12” x 8”? Please clarify.  
*Answer: We will review this question and, if necessary, provide a response to all plan holders in the form of an addendum.*

11.0 Open Discussion



# Capital Program

## SIGN-IN SHEET

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

**CHAIRPERSON:** John Szabo / Brad Fotsch

**LOCATION:** Central Administration; Conference Room 175

### ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Laura Durkin	General Manager of Contract Services	Illinois Tollway	(630) 241-6800 x. 4802	ldurkin@getipass.com
2.	Ed Flores <i>EF</i>	Deputy Program Manager	Illinois Tollway	(630) 241-6800 x. 4800	eduardo.flores@getipass.com
3.	Grace Gomez <i>GG</i>	Contract Analyst	Illinois Tollway	(630) 241-6800 x. 4836	ggomez@getipass.com
4.	Greg Stukel <i>GS</i>	Deputy Chief Engineer	Illinois Tollway	(630) 241-6800 x. 4929	gstukel@getipass.com
5.	John Szabo <i>JS</i>	Project Manager	Illinois Tollway	(630) 241-6800 x. 6213	jszabo@getipass.com
6.	Carlos Tibbs <i>CT</i>	Project Manager	Illinois Tollway	(630) 241-6800 x. 4871	ctibbs@getipass.com
7.	Deanna Dinkel	Diversity Consultant	Illinois Tollway / Diversity	(630) 241-6800 x. 1994	ddinkel@getipass.com
8.	Kristen Hamilton	Diversity Consultant	Illinois Tollway / Diversity	(630) 241-6800 x. 1995	khamilton@getipass.com
9.	Ryan Hanks	Project Manager	Illinois Tollway / GEC	(630) 241-6800 x. 4185	Ryan.Hanks@wsp.com
10.	Joe Pitlik	Risk and Systemwide Service Manager	Illinois Tollway / GEC	(630) 241-6800 x. 4156	Joseph.Pitlik@wsp.com
11.	Adam Reinke	Design Manager	Illinois Tollway / GEC	(630) 241-6800 x. 4186	Adam.Reinke@wsp.com
12.	Michael Valentino <i>MV</i>	Systemwide Corridor Manager	Illinois Tollway / GEC	(630) 241-6800 x. 4321	Michael.Valentino@sanchezsurveying.com
13.	Rick Young	Design Review Manager	Illinois Tollway / GEC	(630) 241-6800 x. 4265	ryoung@knightea.com
14.	Jim Mayer <i>JM</i>	Engineering Manager	Illinois Tollway / PMO	(630) 241-6800 x. 4231	jmayer@getipass.com
15.	John Stevens <i>JS</i>	Program Construction Manager	Illinois Tollway / PMO	(630) 241-6800 x. 4179	jstevens@getipass.com



# Capital Program

## SIGN-IN SHEET

PURPOSE/PROJECT #: Optional Pre-Bid Meeting  
RR-19-4487

MEETING DATE/TIME: January 9, 2020 at 1:30 PM

	Name	Title	Company/ Organization	Phone Number	Email
16.	Brad Fotsch <i>BF</i>	Senior Engineer	Crawford, Murphy & Tilly, Inc. (CMT)	(630) 907-7058	bfotsch@cmtengr.com
17.	Kevin Nelson	Vice President	Crawford, Murphy & Tilly, Inc. (CMT)	(630) 907-7022	knelson@cmtengr.com
18.	<i>DU</i> Denise Herrera	<i>Structural Engineer</i>	<i>CMT</i>	<i>(630) 907-7073</i>	<i>dherrera@cmtengr.com</i>
19.	Adam Runkiewicz	Estimator	William Charles Construction	779-200 0779	adam.runkiewicz@ williamcharles.com
20.	<i>MIKE GREENAN</i>	<i>MANAGER</i>	<i>Rock Road Co</i>	<i>608-289 7367</i>	<i>MGREENAN@ ROCKROADS.COM</i>
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# Capital Program

## SIGN-IN SHEET

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting  
RR-19-4487

**MEETING DATE/TIME:** January 9, 2020 at 1:30 PM

	Name	Title	Company/ Organization	Phone Number	Email
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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4487**

**Date: January 24, 2020**

**Re: Requests for Information Received from Plan Holders  
Contract RR-19-4487**

---

**NOTICE TO PLAN HOLDERS**

The following questions have been received from contractors interested in the Illinois Tollway Contract RR-19-4487. The Illinois Tollway offers the following responses to all plan holders.

**QUESTION 1:** The VES camera piping seems to have a discrepancy between Sheet E-06 and Sheet E-13. I assume for lane #1 (conduit overhead across the existing canopy) should be 2-2" (one for VES power and one for VES comm) and 1- 4" for the loops. Sheet E-13 only shows 1- 2" and 1-4" for the VES and Loops. Please clarify.

*RESPONSE 1: The VES camera conduit has been revised to include 2-2" conduits to separate the power and data cables for the cameras. The loop conduit has been revised to be 1-4" conduit. Therefore, for each lane there should be 2-2" conduits (data and power) for the VES cameras and 1-4" conduit for the loops. Sheets E-06 and E-13 have been modified and are included as part of this addendum.*

**QUESTION 2:** The barrier wall junction boxes for the relocated VES cameras shows 1-1" conduit for power and comm to each camera. I assume this needs to be 2-1" conduits to each camera to keep power and comm separate? Please clarify.

*RESPONSE 2: Plans have been revised to include two junction boxes for the VES cameras. One junction box will be used for the power cables and the other for the data cables. 2-1" conduit shall be installed to each VES camera. One conduit for the power cables and one conduit for the data cables. Sheet E-12 has been revised and is included as part of this addendum.*

**QUESTION 3:** Sheet E-06 shows the conduits for the loops being 2- 3" (inside the control building) where E-13 shows these as 2- 4". Please clarify.

*RESPONSE 3: 2-4" conduits shall exit the control building for the loops. There shall be 1-4" conduit for each lane installed to the loop junction box attached to the barrier wall. Sheets E-06 and E-13 have been modified and are included as part of this addendum.*

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4487**

**Date: January 24, 2020**

**Re: Requests for Information Received from Plan Holders  
Contract RR-19-4487**

---

**NOTICE TO PLAN HOLDERS**

QUESTION 4: The junction boxes shown on sheet E-13 under the canopy are not adequate size. These are shown as the (2) 6"x6"x4". Are there to be (3) of these junction boxes? Size? Please clarify.

*RESPONSE 4: Junction box sizes have been revised. There shall be (2) two 12"x12"x6" junction boxes attached to both barrier walls and the canopy ceiling for the VES cameras. One junction box shall be for the VES camera power cables and the other for the data cables. The junction boxes for the loops have been revised to 18"x18"x8". Sheet E-13 has been revised and is included as part of this addendum.*

QUESTION 5: Sheet E-24 Note 14 says to install a 20"x12"x7" embedded 4X junction box in the barrier wall. Sheet E-14 shows this box surface mounted. Also, there is a size discrepancy shown on sheet E-13 shows a 18"x12"x8"? Please clarify.

*RESPONSE 5: All junction boxes for the VES cameras shall be 12"x12"x6" and attached to the structure as shown in the plans. All junction boxes for the loops shall be 18"x18"x6" and attached to the structure as shown in the plans. Sheets E-14 and E-24 have been modified and are included as part of this addendum.*

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# **PART I - INSTRUCTIONS**

**Bid Schedule and Information**

**A-1**

**Construction Bid Checklist**

**CL-1 – CL-3**

**Instruction and information to Bidders**

**I-1 – I-10**



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**ADVERTISEMENT FOR SEALED BIDS**  
**Bid Schedule and information for**  
**CONTRACT NO: RR-19-4487**

Sealed Bids for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, January 30, 2020, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for January 9, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 175 at 1:30 PM.

The work to be done under this Contract shall begin on or about April 30, 2020. And all work shall be completed by October 30, 2020. The location of services to be performed on the Jane Addams Memorial Tollway (I-90) between Mile Post 2.6 (Rockton Road) and Mile Post 18.3 (Kishwaukee River Bridge) and at Toll Plaza 2 (East Riverside Boulevard) Mile Post 12.5 in Winnebago County, Illinois. The scope of the work shall consist of the following: Mainline pavement and shoulder patching; ramp pavement repairs and patching; overhead sign structure, retaining wall and noise abatement wall repairs; drainage improvements; signing improvements; pavement marking installation; toll plaza conversion; landscaping and erosion control; and maintenance of traffic.

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

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

Joint Ventures shall be limited to no more than three individually IDOT-pre-qualified members.

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention [jszabo@getipass.com](mailto:jszabo@getipass.com), to be received no later than 2:00 p.m. local time on January 16, 2020.

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

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

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

**DATE: December 20, 2019**

## 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 ✓
<b>Forms A (22 pages)</b> or <b>Forms B (3 or more pages)</b>	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	✓
<b>Disadvantaged Business Enterprise</b> <ul style="list-style-type: none"> <li>• DBE 2026-Utilization Plan</li> <li>• DBE 2025 (s)</li> <li>• DBE 2023 if needed</li> </ul>	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. The DBE 2025 form should be submitted with the bid. See DBE Special Provision for additional information. If goal is 0% the forms are not required.		✓
<b>Veteran Small Business Participation and Utilization</b> <ul style="list-style-type: none"> <li>• VOSB 2026-Utilization Plan</li> <li>• VOSB 2025 (s)</li> <li>• VOSB 2023 if needed</li> </ul>	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. The VOSB 2025 form should be submitted with the bid. See Veterans Special Provision for additional information. If goal is 0% the form is not required.		✓
<b>Equal Employment Opportunity EEO 1256</b>	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.		✓
<b>Optional Bid Credit Incentive Program Certificates</b>	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		✓
<b>Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4</b>	Section I-#4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.		✓

<b>Bid Bond, Signature and Corporate Seal</b>	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.	✓
<b>Preferences, Contacts and Affidavit</b>	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
<b>Non-Collusion Affidavit</b>	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>IDOT Certificate of Eligibility (If required—See Page A-1)</b>	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
<b>Tollway Standard Terms &amp; Conditions</b>	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
<b>Plant and Equipment Questionnaire and Current Contractual Obligations</b>	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	✓
<b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	✓

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

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

<b>Bid Bond, Signature and Corporate Seal</b>	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.	
<b>Preferences, Contacts and Affidavit</b>	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	
<b>Non-Collusion Affidavit</b>	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	
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## **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 an 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 fringe benefits) in the locality (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 locality (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, notice, and record keeping duties.

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

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

## **AMENDMENTS TO PREVAILING WAGE LAW**

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

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 15<sup>th</sup>** of the following month.
- Payroll records must be kept for five (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 four (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 Tollway follows the procurement rules set by the IDOT for the procurement of construction and professional services. The bidder must be prequalified by the IDOT 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 eighteen (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 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 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 Tollway 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. **TOLLWAY 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. **TOLLWAY POWER AND FUNDS**

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

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

16. **PAYMENT OF TOLLS**

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

17. **INSURANCE**

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



18. **ILLINOIS HUMAN RIGHTS ACT**

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

19. **MULTI-PROJECT LABOR AGREEMENT**

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

20. **RESERVED**

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

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

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

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

22. **PUBLISHED PROCUREMENT INFORMATION:**

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

23. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the IDOT Standard Procurement Rules 44 ILL ADM 6.390 through 6.440. All protests shall be in writing and filed with the CPO within seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the seven (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 fourteen (14) calendar days before the date set for opening of bids. The Protest Review Office information is as follows:

Chief Procurement Office  
Attn: Protest Review Office  
401 S. Spring Street  
Suite 515 Stratton Office Building  
Springfield, IL 62706

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

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

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

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

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

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

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

Any bidder who bids on public contracts must register with the IDHR to be eligible to be awarded public contracts. Any bidder who registered previously but has a DHR number of 89999-00-0 or lower must re-register to maintain eligibility. Any IDHR number of 90000-00-0 or higher is valid for five (5) years from the date of issue. The IDHR website link is below.

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

27. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

28. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

29. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

30. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- **CONSTRUCTIONWORKS PROGRAM**

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

See the Operational Guide for CW Program at <https://www.illinoistollway.com/doing-business/diversity-development#BidCreditIncentives>

- **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**

Pursuant to 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 business 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 twenty-one (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 twenty-one (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 (5) 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 (5) 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 Tollway to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The vendor/contractor shall fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

41. **ACCEPTANCE OF SCANNED SIGNATURES**

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

42. **EXPATRIATED ENTITIES**

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

## **PART II: Bid Requirements**

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

## Winnebago County Prevailing Wage Rates posted on 12/16/2019

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	BLD		39.08	40.08	1.5	1.5	2.0	2.0	9.12	19.21	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		18.95	0.00	1.5	1.5	2.0	2.0	2.70	3.35	0.00	0.00	
BOILERMAKER	All	BLD		50.51	55.05	2.0	2.0	2.0	2.0	6.97	14.65	0.00	1.10	
BRICK MASON	All	BLD		42.30	45.05	1.5	1.5	2.0	2.0	11.88	14.40	0.00	0.95	
CARPENTER	All	BLD		40.58	45.04	1.5	1.5	2.0	2.0	11.35	15.86	0.00	0.73	
CARPENTER	All	HWY		45.10	46.85	1.5	1.5	2.0	2.0	11.35	16.00	0.00	0.73	
CEMENT MASON	All	ALL		37.75	40.50	1.5	1.5	2.0	2.0	12.05	17.58	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		35.69	35.69	1.5	1.5	2.0	2.0	10.60	8.24	0.00	0.81	
COMMUNICATION TECHNICIAN	All	BLD		41.00	45.10	1.5	1.5	2.0	2.0	13.74	15.02	0.00	0.82	
ELECTRIC PWR EQMT OP	All	ALL		43.71	59.52	1.5	1.5	2.0	2.0	6.00	13.55	0.00	0.77	1.31
ELECTRIC PWR EQMT OP	All	HWY		41.45	56.38	1.5	1.5	2.0	2.0	5.50	12.87	0.00	0.73	
ELECTRIC PWR GRNDMAN	All	ALL		33.69	59.52	1.5	1.5	2.0	2.0	6.00	10.44	0.00	0.59	1.01
ELECTRIC PWR GRNDMAN	All	HWY		32.00	56.38	1.5	1.5	2.0	2.0	5.50	9.92	0.00	0.66	
ELECTRIC PWR LINEMAN	All	ALL		52.44	59.52	1.5	1.5	2.0	2.0	6.00	16.27	0.00	0.93	1.58
ELECTRIC PWR LINEMAN	All	HWY		49.67	56.38	1.5	1.5	2.0	2.0	5.50	15.40	0.00	0.88	
ELECTRIC PWR TRK DRV	All	ALL		34.90	59.52	1.5	1.5	2.0	2.0	6.00	10.83	0.00	0.62	1.05
ELECTRIC PWR TRK DRV	All	HWY		33.14	56.38	1.5	1.5	2.0	2.0	5.50	10.29	0.00	0.59	
ELECTRICIAN	All	BLD		47.89	52.68	1.5	1.5	2.0	2.0	13.74	20.44	0.00	0.96	
ELEVATOR CONSTRUCTOR	All	BLD		52.09	58.60	2.0	2.0	2.0	2.0	15.57	9.96	4.17	0.62	
GLAZIER	All	BLD		41.03	42.03	1.5	1.5	1.5	2.0	12.30	9.05	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		33.83	36.87	1.5	1.5	2.0	2.0	9.10	20.67	0.00	0.48	
IRON WORKER	All	ALL		39.39	45.30	2.0	2.0	2.0	2.0	12.27	25.42	0.00	1.20	
LABORER	All	BLD		34.78	35.78	1.5	1.5	2.0	2.0	9.12	19.21	0.00	0.80	
LABORER	All	HWY		36.13	36.88	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	
LABORER, SKILLED	All	HWY		39.08	39.83	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	
LATHER	All	BLD		40.58	45.04	1.5	1.5	2.0	2.0	11.35	15.86	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	BLD		35.69	35.69	1.5	1.5	2.0	2.0	10.60	8.24	0.00	0.81	
MARBLE MASON	All	BLD		38.52	41.02	1.5	1.5	2.0	2.0	10.60	10.40	0.00	0.86	
MATERIAL TESTER I	All	ALL		39.08	39.83	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	
MATERIALS TESTER II	All	ALL		39.08	39.83	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	



MILLWRIGHT	All	BLD		41.42	45.56	1.5	1.5	2.0	2.0	10.60	16.45	0.00	0.75	0.20
OPERATING ENGINEER	All	BLD	1	46.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	2	46.10	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	3	43.65	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	4	41.65	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	5	50.55	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	6	49.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	7	46.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	1	46.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	2	46.10	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	3	44.80	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	4	43.35	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	5	41.90	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	6	49.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	7	47.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
PAINTER	All	ALL		40.65	42.65	1.5	1.5	1.5	2.0	12.43	9.88	0.00	1.35	
PILEDRIIVER	All	BLD		41.00	45.51	1.5	1.5	2.0	2.0	11.10	14.61	0.00	0.73	
PILEDRIIVER	All	HWY		46.10	47.85	1.5	1.5	2.0	2.0	11.35	16.00	0.00	0.73	
PIPEFITTER	All	BLD		50.00	53.50	1.5	1.5	2.0	2.0	9.25	12.40	0.00	1.95	
PLASTERER	All	BLD		34.78	38.26	1.5	1.5	2.0	2.0	11.80	18.94	0.00	0.50	
PLUMBER	All	BLD		50.00	53.50	1.5	1.5	2.0	2.0	9.25	12.40	0.00	1.95	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	
SHEETMETAL WORKER	All	BLD		42.89	46.32	1.5	1.5	2.0	2.0	8.38	20.28	0.00	0.50	
SPRINKLER FITTER	All	BLD		44.26	47.01	1.5	1.5	2.0	2.0	10.02	12.39	0.00	0.52	
STONE MASON	All	BLD		42.30	45.05	1.5	1.5	2.0	2.0	11.88	14.40	0.00	0.95	
TERRAZZO FINISHER	All	BLD		35.69	35.69	1.5	1.5	2.0	2.0	10.60	8.24	0.00	0.81	
TERRAZZO MASON	All	BLD		38.52	41.02	1.5	1.5	2.0	2.0	10.60	10.40	0.00	0.86	
TILE LAYER	All	BLD		39.40	43.73	1.5	1.5	2.0	2.0	10.39	13.90	0.00	0.60	
TILE MASON	All	BLD		38.52	41.02	1.5	1.5	2.0	2.0	10.60	10.40	0.00	0.86	
TRUCK DRIVER	All	ALL	1	38.06	42.18	1.5	1.5	1.5	2.0	13.00	6.37	0.00	0.25	
TRUCK DRIVER	All	ALL	2	35.17	0.00	1.5	1.5	2.0	2.0	8.60	8.60	0.00	0.20	
TRUCK DRIVER	All	ALL	3	39.23	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25	
TRUCK DRIVER	All	ALL	4	39.23	42.18	1.5	1.5	2.0	2.0	13.00	6.37	0.00	0.25	
TUCKPOINTER	All	BLD		42.30	45.05	1.5	1.5	2.0	2.0	11.88	14.40	0.00	0.95	

**Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** 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.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations WINNEBAGO 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.

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, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, con-crete burning machine operator, coring machine operator, plaster ten-der, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, haz-ardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

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 ENGINEERS - 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 Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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 - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; 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; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; 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, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; 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 of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; 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; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; 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 (large self-propelled - excluding walk-behinds and hand-held); 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; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; 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 - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

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

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

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

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

Other Classifications of Work:

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

## LANDSCAPING

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-19-4487**

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, January 30, 2020 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Mainline pavement and shoulder patching; ramp pavement repairs and patching; overhead sign structure, retaining wall and noise abatement wall repairs; drainage improvements; signing improvements; pavement marking installation; toll plaza conversion; landscaping and erosion control; and maintenance of traffic.

The services will be performed within the: Jane Addams Memorial Tollway (I-90) between Mile Post 2.6 (Rockton Road) and Mile Post 18.3 (Kishwaukee River Bridge) and at Toll Plaza 2 (East Riverside Boulevard) Mile Post 12.5 in Winnebago 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 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>  1/24/2020  </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 Tollway 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 Tollway for \$ 5% Bid Bond, with a corporate surety authorized to do business in the State of Illinois.

In the event that this bid shall be accepted by The Illinois State Toll Highway Authority, and the undersigned should fail to execute a contract with and furnish the security required by the Tollway, 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 Tollway, or if a bid bond has been submitted, the principal amount of said bid bond shall become immediately due and payable to the Tollway; otherwise the Bid Guarantee 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 Authority **Contract RR-19-4487**, 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 I.D.O.T. Standard Specifications and the Tollway Supplemental 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 Tollway and included in the contract documents, with a corporate surety acceptable to the Tollway 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 IDOT "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 Tollway 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 (A Limited Liability Company)

having principal office at 833 Featherstone Rd., Rockford, IL 61107 and has furnished to the Tollway the necessary evidence of Tollway to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 30th day of January, 2020, by its President, thereunto duly authorized.

William Charles Construction Company, LLC (SEAL)

833 Featherstone Road, Rockford, IL 61107 (SEAL)

Affix Corporate Seal

BY:



Ben Holmstrom, President

or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

_____	_____
Name	Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

_____	_____
Name	Address

_____	_____
Name	Address

_____	_____
Name	Address

INCORPORATED:

<u>Ben Holmstrom</u>	
President	Address

<u>Tim Bridges</u>	
Vice-President	Address

<u>Timothy Jagielski</u>	
Secretary	Address

<u>Timothy Jagielski</u>	
Treasurer	Address



## Bid Notes

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

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

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. RR-19-4487 as specified in S.P. 103.1

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-19-4487**  
**WESTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION**  
**AND TOLL PLAZA 2 IMPROVEMENTS**  
**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20200100	EARTH EXCAVATION	CU YD	53	\$100.50	\$5,326.50
	21400100	GRADING AND SHAPING DITCHES	FOOT	114	\$27.86	\$3,176.04
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	30	\$2.02	\$60.60
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	90	\$2.02	\$181.80
*	42001300	PROTECTIVE COAT	SQ YD	600	\$3.33	\$1,998.00
	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	138	\$30.01	\$4,141.38
	44000100	PAVEMENT REMOVAL	SQ YD	530	\$20.93	\$11,092.90
	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	18,600	\$4.42	\$82,212.00
*	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	7,011	\$5.80	\$40,663.80
	44000300	CURB REMOVAL	FOOT	41	\$15.05	\$617.05
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	107	\$16.37	\$1,751.59
	50300225	CONCRETE STRUCTURES	CU YD	7	\$1,867.08	\$13,069.56
	50300300	PROTECTIVE COAT	SQ YD	47	\$20.22	\$950.34
	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	38,966	\$1.82	\$70,918.12
	60250400	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH	2	\$1,777.10	\$3,554.20
	63200310	GUARDRAIL REMOVAL	FOOT	751	\$8.84	\$6,638.84
	63301990	REMOVE AND REERECT TRAFFIC BARRIER TERMINALS, TYPE 1	EACH	1	\$1,810.44	\$1,810.44

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	66900530	SOIL DISPOSAL ANALYSIS	EACH	2	\$1,971.51	\$3,943.02
*	66901002	ON-SITE MONITORING OF REGULATED SUBSTANCES	CAL DA	10	\$859.37	\$8,593.70
	70300510	PAVEMENT MARKING TAPE, TYPE III - LETTERS AND SYMBOLS	SQ FT	48	\$6.07	\$291.36
	70300520	PAVEMENT MARKING TAPE, TYPE III 4"	FOOT	1,512	\$0.91	\$1,375.92
	70300530	PAVEMENT MARKING TAPE, TYPE III 5"	FOOT	65	\$1.47	\$95.55
	70300550	PAVEMENT MARKING TAPE, TYPE III 8"	FOOT	82	\$2.02	\$165.64
	70300560	PAVEMENT MARKING TAPE, TYPE III 12"	FOOT	20	\$3.03	\$60.60
BDE	70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	11,939	\$1.00	\$11,939.00
	72100100	SIGN PANEL OVERLAY	SQ FT	87	\$38.42	\$3,342.54
	72200100	DEMOUNTABLE LEGEND CHARACTERS AND ARROWS	EACH	8	\$202.21	\$1,617.68
	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	3	\$126.38	\$379.14
	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	2	\$151.65	\$303.30
	72400320	REMOVE SIGN PANEL - TYPE 2	SQ FT	20	\$24.26	\$485.20
	72400330	REMOVE SIGN PANEL - TYPE 3	SQ FT	454	\$12.13	\$5,507.02
	72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	\$176.93	\$176.93
	72400720	RELOCATE SIGN PANEL - TYPE 2	SQ FT	48	\$16.18	\$776.64
	72400730	RELOCATE SIGN PANEL - TYPE 3	SQ FT	1,681	\$16.18	\$27,198.58

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	72700100	STRUCTURAL STEEL SIGN SUPPORT - BREAKAWAY	POUND	3,740	\$4.04	\$15,109.60
	73000100	WOOD SIGN SUPPORT	FOOT	274	\$38.42	\$10,527.08
	73700100	REMOVE GROUND MOUNTED SIGN SUPPORT	EACH	9	\$454.96	\$4,094.64
	73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH	9	\$151.65	\$1,364.85
	81702130	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	512	\$4.31	\$2,206.72
	88700200	LIGHT DETECTOR	EACH	2	\$2,039.83	\$4,079.66
	89502380	REMOVE EXISTING HANDHOLE	EACH	3	\$666.21	\$1,998.63
*	X0301735	CONCRETE HEADWALL REPAIR	EACH	4	\$1,333.63	\$5,334.52
*	X0301993	REMOVE AND REINSTALL CONCRETE HEADWALL FOR PIPE DRAIN	EACH	21	\$489.31	\$10,275.51
*	X0320157	CLEANING UNDERDRAIN OUTLETS	EACH	55	\$260.70	\$14,338.50
*	X0324085	EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C	FOOT	512	\$7.92	\$4,055.04
*	X0325893	CLEAN EXISTING END SECTION	EACH	42	\$260.70	\$10,949.40
*	X0326341	REATTACH END SECTION	EACH	1	\$2,858.19	\$2,858.19
*	X4402720	GUTTER REMOVAL (SPECIAL)	FOOT	96	\$13.39	\$1,285.44
*	X4403700	MEDIAN REMOVAL (SPECIAL)	SQ FT	713	\$3.16	\$2,253.08
*	X5538000	STORM SEWERS TO BE CLEANED 18"	FOOT	75	\$69.52	\$5,214.00
*	X6015010	REMOVE AND REPLACE CONCRETE HEADWALLS FOR PIPE DRAINS	EACH	5	\$1,358.34	\$6,791.70

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*	Z0058668	GRADING AND SHAPING FORESLOPES	SQ YD	2,057	\$8.44	\$17,361.08
*	Z0073346	SLEEPER SLAB	SQ YD	65	\$244.50	\$15,892.50
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	564	\$55.02	\$31,031.28
*	J1251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	4,994	\$2.35	\$11,735.90
*	J1406020	HOT-MIX ASPHALT SURFACE COURSE REPLACEMENT OVER PATCHES	TON	3	\$454.69	\$1,364.07
*	J1406035	TEST STRIP (STONE MATRIX ASPHALT)	EACH	1	\$11,237.13	\$11,237.13
*	J1406037	MATERIAL TRANSFER DEVICE	TON	3,636	\$3.76	\$13,671.36
*	J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80	TON	3,636	\$91.52	\$332,766.72
*	J1406107	ASPHALT TACK COAT	POUND	45,925	\$0.05	\$2,296.25
*	J1406108	ASPHALT TACK COAT (NON-TRACKING)	POUND	10,206	\$0.57	\$5,817.42
*	J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	499	\$94.66	\$47,235.34
*	J1420005	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	170	\$344.52	\$58,568.40
*	J1420026	PAVEMENT FABRIC	SQ YD	170	\$22.23	\$3,779.10
*	J1420906	LONGITUDINAL JOINT SEALANT	FOOT	18,209	\$1.99	\$36,235.91
*	J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL	FOOT	72	\$135.48	\$9,754.56
*	J1440030	PAVED SHOULDER REMOVAL, VARIABLE DEPTH	SQ YD	147	\$38.63	\$5,678.61
*	J1440227	HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2"	SQ YD	2,606	\$13.25	\$34,529.50

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1440282	ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"	SQ YD	2,606	\$39.26	\$102,311.56
*	J1442464	CLASS D2 PATCHES, TYPE I, 10 INCHES	SQ YD	5	\$573.27	\$2,866.35
*	J1442468	CLASS D2 PATCHES, TYPE II, 10 INCHES	SQ YD	26	\$233.95	\$6,082.70
*	J1451100	CRACK ROUTING (PAVEMENT)	FOOT	43,336	\$0.35	\$15,167.60
*	J1451110	CRACK SEALING	POUND	52,003	\$1.82	\$94,645.46
*	J1451160	CRACK FILLING	FOOT	7,932	\$3.54	\$28,079.28
*	J1481040	AGGREGATE SHOULDERS, TYPE B	TON	16	\$100.40	\$1,606.40
*	J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C	TON	70	\$63.44	\$4,440.80
*	J1481110	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B	TON	29	\$121.30	\$3,517.70
*	J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)	SQ YD	146	\$93.15	\$13,599.90
*	J1602505	DRAINAGE STRUCTURES TO BE ADJUSTED WITH TYPE G-2 FRAME AND GRATE	EACH	1	\$1,931.62	\$1,931.62
*	J1606000	CONCRETE CURB TYPE C	FOOT	81	\$73.35	\$5,941.35
*	J1606010	GUTTER, TYPE G-2	FOOT	174	\$73.35	\$12,762.90
*	J1606015	GUTTER, TYPE G-2, MODIFIED	FOOT	110	\$73.35	\$8,068.50
*	J1630002	GALVANIZED STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	225	\$28.18	\$6,340.50
*	J1631110	TRAFFIC BARRIER TERMINAL, TYPE T1 (SPECIAL) TANGENT	EACH	3	\$3,467.12	\$10,401.36
*	J1631112	TRAFFIC BARRIER TERMINAL, TYPE T1-A (SPECIAL)	EACH	2	\$3,467.12	\$6,934.24

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1631120	TRAFFIC BARRIER TERMINAL, TYPE T2	EACH	1	\$1,471.96	\$1,471.96
*	J1631130	TRAFFIC BARRIER TERMINAL, TYPE T6	EACH	2	\$3,597.54	\$7,195.08
*	J1635010	ROADWAY DELINEATORS	EACH	6	\$48.82	\$292.92
*	J1637036	CONCRETE BARRIER BASE FOR SINGLE FACE BARRIER, REINFORCED, 42 INCH (SPECIAL)	FOOT	45	\$722.89	\$32,530.05
*	J1637302	CONCRETE BARRIER REMOVAL, SINGLE FACED REINFORCED	FOOT	130	\$132.97	\$17,286.10
*	J1680101	SLOPED HEADWALL TYPE I, 6"	EACH	1	\$2,894.48	\$2,894.48
*	J1703995	TEMPORARY PAVEMENT MARKING REMOVAL	SQ FT	565	\$1.52	\$858.80
*	J1725000	TERMINAL MARKER - DIRECT APPLIED	EACH	5	\$45.79	\$228.95
*	J1781000	RAISED PAVEMENT LANE MARKER	EACH	330	\$35.39	\$11,678.70
*	J1781010	RAISED PAVEMENT LANE MARKER REFLECTOR	EACH	330	\$12.13	\$4,002.90
*	J1782014	GUARDRAIL BARRIER REFLECTORS, TYPE B	EACH	11	\$9.16	\$100.76
*	J1782022	BARRIER WALL REFLECTORS, TYPE C	EACH	10	\$15.17	\$151.70
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	4	\$6,571.69	\$26,286.76
**	JS120101	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/WEEK	17	\$404.41	\$6,874.97
**	JS120102	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH/MONTH	4	\$1,011.03	\$4,044.12
**	JS120610	HEADWALL GRATES	POUND	1,507	\$16.62	\$25,046.34
**	JS120808	PVC DRAIN PIPE (6 IN.)	FOOT	29	\$99.70	\$2,891.30

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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	21	\$94.47	\$1,983.87
**	JS250220	SEEDING, CLASS 2E	ACRE	0.25	\$3,312.13	\$828.03
**	JS250318	SEEDING, CLASS 4F	ACRE	0.75	\$2,994.67	\$2,246.00
*	JS250320	SEEDING, CLASS 5	ACRE	0.75	\$5,589.98	\$4,192.49
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	8	\$1,462.96	\$11,703.68
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	738	\$0.01	\$7.38
**	JS280050	SILT FENCE	FOOT	871	\$2.63	\$2,290.73
**	JS280051	RE-ERECT SILT FENCE	FOOT	75	\$1.31	\$98.25
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	1.25	\$2,514.43	\$3,143.04
**	JS280151	SAME-DAY STABILIZATION	SQ YD	2,420	\$0.71	\$1,718.20
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	627	\$199.17	\$124,879.59
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	825	\$5.76	\$4,752.00
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	8	\$2,527.57	\$20,220.56
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	\$306,000.00	\$306,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	\$373,473.92	\$373,473.92
**	JS733120	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (120 FT)	FOOT	120	\$823.99	\$98,878.80
**	JS733130	OVERHEAD SIGN STRUCTURE, SPAN TYPE (ALUMINUM) (130 FT)	FOOT	125	\$1,051.47	\$131,433.75



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT RR-19-4487  
WESTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION  
AND TOLL PLAZA 2 IMPROVEMENTS  
JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
MILEPOST 2.6 TO MILEPOST 18.3  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS734A10	FOUNDATION FOR OVERHEAD SIGN STRUCTURE, SPAN TYPE	CU YD	181.8	\$1,273.90	\$231,595.02
*	JS821200	LUMINAIRE, LED, TOLL PLAZA CANOPY	EACH	4	\$1,744.15	\$6,976.60
*	JT130200	REMOVAL OF PLAZA EQUIPMENT	L SUM	1	\$9,225.00	\$9,225.00
*	JT131526	PLAZA ELECTRICAL WORK	L SUM	1	\$205,000.00	\$205,000.00
*	JT201940	SELECTIVE CLEARING (BRUSH REMOVAL)	ACRE	0.25	\$14,786.72	\$3,696.68
*	JT202008	NON-SPECIAL WASTE DISPOSAL, TYPE 1	TON	305	\$23.00	\$7,015.00
*	JT211A14	SUBGRADE AGGREGATE 15 IN.	CU YD	36	\$194.43	\$6,999.48
*	JT250430	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (MODIFIED)	ACRE	0.25	\$3,437.50	\$859.38
*	JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL	TON	148	\$59.04	\$8,737.92
*	JT421390	CONTINUOUSLY REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT AND SHOULDER (SPECIAL)(13 IN.)	SQ YD	357	\$205.60	\$73,399.20
*	JT421970	PAVEMENT REINFORCEMENT (13 IN.)	SQ YD	357	\$130.03	\$46,420.71
*	JT484010	RAISED PAVEMENT LANE MARKER PATCHING	EACH	330	\$10.11	\$3,336.30
*	JT485040	PROFILE DIAMOND GRINDING OF CONCRETE PAVEMENT	SQ YD	357	\$26.89	\$9,599.73
*	JT487010	BIO-BASED SEALER AND POLYMER BINDER	SQ YD	6,579	\$1.65	\$10,855.35
*	JT487030	EMULSIFIED MALTENE BASED SEALER	SQ YD	6,282	\$1.08	\$6,784.56
*	JT487035	EMULSIFIED CRACK FILLER SEALER	SQ YD	6,222	\$1.55	\$9,644.10
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	39	\$839.08	\$32,724.12

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT525125	BONDED PREFORMED JOINT SEAL, 2 IN.	FOOT	26	\$250.06	\$6,501.56
*	JT599042	NOISE ABATEMENT WALL REPAIR	L SUM	1	\$7,582.71	\$7,582.71
*	JT637022	CONCRETE MEDIAN BARRIER TRANSITION, TYPE F	FOOT	40	\$556.07	\$22,242.80
*	JT637050	CONCRETE BARRIER BASE, REINFORCED, FOR SINGLE FACE BARRIER, 42 INCH	FOOT	139	\$288.14	\$40,051.46
*	JT637100	CONCRETE BARRIER, SINGLE FACE, REINFORCED, 42 INCH	FOOT	184	\$353.86	\$65,110.24
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1	\$1,516.54	\$1,516.54
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1	\$1,516.54	\$1,516.54
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	20	\$5.06	\$101.20
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	98	\$15.17	\$1,486.66
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	60	\$30.33	\$1,819.80
*	JT701033	SUPPLEMENTAL FLASHING ARROW BOARD (PER WEEK)	EACH/WEEK	6	\$101.10	\$606.60
*	JT701034	SUPPLEMENTAL FLASHING ARROW BOARD (PER MONTH)	EACH/MONTH	2	\$303.31	\$606.62
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	25	\$303.31	\$7,582.75
*	JT701050	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, 24 SQ FT IN AREA OR LESS	SQ FT	40	\$30.33	\$1,213.20
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	10	\$45.50	\$455.00
*	JT701060	TEMPORARY INFORMATION SIGNING-OVERHEAD MOUNT, 24 SQ FT IN AREA OR LESS	SQ FT	10	\$45.50	\$455.00
*	JT701062	TEMPORARY INFORMATION SIGNING-OVERHEAD MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	10	\$75.83	\$758.30

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**AND TOLL PLAZA 2 IMPROVEMENTS**  
**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT701210	PORTABLE CHANGEABLE MESSAGE SIGN	WEEK	18	\$202.21	\$3,639.78
*	JT720100	SIGN INSTALLATION, TYPE 1	SQ FT	13	\$30.33	\$394.29
*	JT720110	SIGN INSTALLATION, TYPE 2	SQ FT	51	\$45.50	\$2,320.50
*	JT720120	SIGN INSTALLATION, TYPE 3	SQ FT	938	\$14.15	\$13,272.70
*	JT720710	SIGN PANEL MOUNTING	EACH	6	\$556.07	\$3,336.42
*	JT733250	SIGN STRUCTURE RODENT SCREEN	EACH	1	\$657.17	\$657.17
*	JT733955	REMOVE STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE	EACH	37	\$151.65	\$5,611.05
*	JT733956	FURNISH AND INSTALL STRUCTURAL STEEL SUPPORT MEMBER FOR OVERHEAD SIGN STRUCTURE	EACH	27	\$353.86	\$9,554.22
*	JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FOOT	170,346	\$0.56	\$95,393.76
*	JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FOOT	85,744	\$0.71	\$60,878.24
*	JT780315	MULTI-POLYMER PAVEMENT MARKING - LINE 8"	FOOT	191	\$1.11	\$212.01
*	JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FOOT	31,787	\$1.57	\$49,905.59
*	JT780325	MULTI-POLYMER PAVEMENT MARKING - LINE 12"	FOOT	8,336	\$2.48	\$20,673.28
*	JT780330	MULTI-POLYMER PAVEMENT MARKING - LINE 24"	FOOT	80	\$7.08	\$566.40
*	JT780340	MULTI-POLYMER PAVEMENT MARKING - LETTERS (8 FT.)	SQ FT	298	\$7.08	\$2,109.84
*	JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQ FT	670	\$6.07	\$4,066.90
*	JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FOOT	85,723	\$0.51	\$43,718.73

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**AND TOLL PLAZA 2 IMPROVEMENTS**  
**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FOOT	43,007	\$0.71	\$30,534.97
*	JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FOOT	15,900	\$1.52	\$24,168.00
*	JT783001	PAVEMENT MARKING REMOVAL	SQ FT	3,814	\$0.45	\$1,716.30
*	JT783005	WATERBLAST PAVEMENT MARKING REMOVAL WITH VACUUM RECOVERY	SQ FT	135,849	\$0.76	\$103,245.24
*	JT900085	REMOVE EXISTING TREADLE	EACH	1	\$2,525.38	\$2,525.38
*	JT900105	DITCH CLEANING	FOOT	2,670	\$11.99	\$32,013.30
*	JT900305	MICROSURFACING, SINGLE PASS, TYPE II	SQ YD	187,466	\$3.39	\$635,509.74
*	JT992200	GRADING AND EARTHWORK	L SUM	1	\$2,975.62	\$2,975.62
TOTAL AMOUNT OF CORE WORK						4,593,966.63 <sub>2</sub>
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$130,000.00	\$130,000.00
*	JT154001	PAVEMENT PATCHING AND TRAFFIC CONTROL	UNIT	25,000	\$1.00	\$25,000.00
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	5,000	\$1.00	\$5,000.00
*	JT154004	SAWCUTTING AND REMOVAL OF EDGE DETERIORATION REPAIR	UNIT	20,000	\$1.00	\$20,000.00
*	JT154005	EMERGENCY PAVEMENT AND SHOULDER REPAIRS	UNIT	20,000	\$1.00	\$20,000.00
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	25,000	\$1.00	\$25,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	70,000	\$1.00	\$70,000.00

*1775  
1/31/20*

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154039	CONTRACT ALLOWANCE FOR UNFORESEEN TOLL PLAZA WORK	UNIT	10,000	\$1.00	\$10,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	100,000	\$1.00	\$100,000.00
*	JT154181	ALLOWANCE FOR ADDITIONAL SIGNAGE WORK	UNIT	20,000	\$1.00	\$20,000.00
	999NEG21	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST	OCCUR		(4,000.00)	
	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)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES, FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2)	OCCUR		(2,500.00)	
	999NEG39	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**WESTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION**  
**AND TOLL PLAZA 2 IMPROVEMENTS**  
**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**  
**MILEPOST 2.6 TO MILEPOST 18.3**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(7,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(7,500.00)	
	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)	
<b>ADJUSTMENTS</b>						
	999ADJ20	PROTECTION METHOD I FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22	CU YD		See Note 2	
	999ADJ21	PROTECTION METHOD II FOR CONCRETE IN SUBSTRUCTURES, CULVERTS, PUMP HOUSES, AND RETAINING WALLS AS PER IDOT Article 503.22	CU YD		See Note 2	
	999ADJ22	PROTECTION METHOD I FOR CONCRETE IN SUPERSTRUCTURES AS PER IDOT Article 503.22	CU YD		See Note 2	
	999ADJ24	PROTECTION METHODS I, II or III FOR CONCRETE IN FOOTINGS AS PER IDOT Article 503.22	CU YD		See Note 2	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4487  
 WESTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION  
 AND TOLL PLAZA 2 IMPROVEMENTS  
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
 MILEPOST 2.6 TO MILEPOST 18.3  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999ADJ25	PROTECTION METHODS I FOR CONCRETE IN SLOPE WALLS AS PER IDOT Article 503.22	SQ YD		See Note 2	
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						425,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						5,018,966.67 <i>NF</i>
BID CREDIT						125,000.00
AWARD CRITERIA						4,893,966.67 <i>NF</i>

*NF*  
*NF*  
 NO ERRORS  
 FOUND  
 WITH BID  
 1/31/20

S.P. COLUMN LEGEND

- \* 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

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

Note 2: The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.

OPENED 1/30 2020

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BOND OR  
 CHECK ENCLOSED: YES    NO   

*GN*

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

WILLIAM CHARLES CONSTRUCTION  
COMPANY, LLC  
833 Fernside Road  
Rockford, IL 61107

**SURETY:**

(Name, legal status and principal place  
of business)

ARGONAUT INSURANCE COMPANY  
P.O. Box 469011  
San Antonio, TX 78246

**OWNER:**

(Name, legal status and address)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 Ogden Avenue, Downers Grove, IL 60515

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Contract No.: RR-19-4487 - Westbound Pavement and Structural Preservation and  
Rehabilitation and Toll Plaza 2 Improvements; Jane Addams Memorial Tollway (I-90)  
Rockton Road to Kishwaukee River Bridge Mile Post 2.6 to Mile Post 18.3

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of January, 2020

(Witness) Janice T. Ingham

(Witness)

Kaitlyn Malkowski

WILLIAM CHARLES CONSTRUCTION COMPANY, LLC

(Principal) \_\_\_\_\_ (Seal)

(Title) Ben Holmstrom, President

ARGONAUT INSURANCE COMPANY

(Surety) \_\_\_\_\_ (Seal)

(Title) Sara Owens, Attorney in Fact



**Argonaut Insurance Company  
Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Elizabeth Marrero, Maureen McNeill, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Joanne C. Wagner, Kimberly G. Sherrod, Marisa Thielen, Vicki Johnston, Cathy H. Ho, George Gionis

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company



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

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

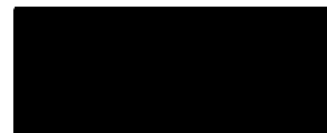
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 8<sup>th</sup> day of January, 2020



James Bluzard, Vice President-Surety

**Financial Statement**  
**Argonaut Insurance Company**  
**Statutory Basis as of 12/31/18**

<u>Assets</u>	
CASH & INVESTED ASSETS	186,472,761
BONDS	757,895,045
STOCKS	751,025,278
INVESTMENT INCOME DUE AND ACCRUED	5,930,094
PREMIUM BALANCES	105,674,727
NET DEFERRED TAX ASSET	47,159,267
REINSURANCE RECOVERABLE	40,468,010
OTHER ASSETS	22,516,496
<b>TOTAL ASSETS</b>	<b><u>\$ 1,917,141,678</u></b>

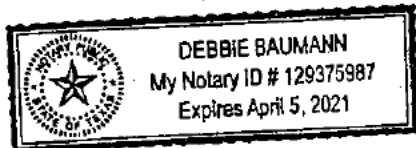
<u>LIABILITIES AND SURPLUS</u>	
UNEARNED PREMIUMS	255,443,948
LOSSES	402,561,022
LOSS ADJUSTMENT EXPENSES	125,186,329
COMMISSIONS	(8,217,108)
TAXES, LICENSES AND FEES	15,526,799
OTHER EXPENSES	4,953,444
FUNDS HELD UNDER REINSURANCE TREATIES	149,538,000
CURRENT FEDERAL AND FOREIGN INCOME TAXES	563,421
REMITTANCES AND ITEMS NOT ALLOCATED	2,537,006
AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	8,471,499
PAYABLE TO PARENT, SUBSIDIARIES, & AFFILIATES	5,262,033
PAYABLE FOR SECURITIES	7,813,266
PROVISION FOR REINSURANCE	16,042,420
CEDED REINSURANCE PREMIUMS PAYABLE	33,468,441
OTHER ACCRUED EXPENSES AND LIABILITIES	2,313,140
<b>TOTAL LIABILITIES</b>	<b><u>\$ 1,021,463,560</u></b>
COMMON CAPITAL STOCK	4,500,000
GROSS PAID IN AND CONTRIBUTED SURPLUS	525,520,936
UNASSIGNED SURPLUS	365,657,082
<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b><u>\$ 895,678,018</u></b>
<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b><u>\$ 1,917,141,678</u></b>

Julian Candler Westbrook III, being duly sworn, says that he is VP of Argonaut Insurance Company and that to the best of his knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2018.

Subscribed and sworn to before me this 22 day of March 2019

Notary Public

Julian Candler Westbrook III, Vice President



## **FINANCIAL DISCLOSURES AND CERTIFICATIONS**

### **ALERT:**

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

All vendors responding to an Illinois Tollway solicitation must comply with Illinois Procurement Code 30 ILCS 500 -- specifically section 50-35 Financial Disclosures and Potential Conflicts of Interest. 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 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 subcontractor under the Section, and acknowledge that the Chief Procurement Officer may declare the related contract void if any of the certifications are false.



## ILLINOIS STATE TOLL HIGHWAY AUTHORITY

### PREFERENCES

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

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

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

Items that Qualify and Explanation:

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Resident Bidder (30 ILCS 500/45-10) - Illinois File No. 0140602-7 & Office address is:  
833 Featherstone Road, Rockford, IL 61107

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Recycled Materials (30 ILCS 500/45-20 - Bid items JI406048, JI406510, JI440227, JI442464,  
JI442468 & JI482104 are comprised of recycled asphalt.

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Signature of Authorized Representative:



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Printed Name of Authorized Representative: Ben Holmstrom, President

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Vendor Name: William Charles Construction Company, LLC

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Date: 1/30/2020

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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-19-4487**

**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	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
Bid Guaranty	Sara Owens	(215) 255-1750	sara.owens@aon.com
DBE 2026	Morayma Da Silva	(815) 636-3019	Morayma.DaSilva@williamcharles.com
EEO Program	Morayma Da Silva	(815) 636-3019	Morayma.DaSilva@williamcharles.com
VOSB 2026	Morayma Da Silva	(815) 636-3019	Morayma.DaSilva@williamcharles.com
Financial Disclosures Forms A or Forms B	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
IDOT Certificate of Eligibility	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com
Non-Collusion Affidavit – Page R-4	Ben Holmstrom	(815) 654-4700	estimating@williamcharlesconstruction.com





**CONTRACT NO. RR-19-4487**

**PLANT AND EQUIPMENT QUESTIONNAIRE**

The signatory of this questionnaire guarantee's the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. KEY PERSONNEL

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

**(USE BLACK INK ONLY)**

<b>NAME</b>	<b>TITLE OR POSITION IN THE FIRM</b>	<b>FUNCTION ON THIS PROJECT</b>	<b>YEARS WITH THE FIRM</b>	<b>YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK</b>
Tim Bridges	Vice-President	Supervise Operations	30	15
Pete Capes	Sr. Estimator	Sr. Estimator	30	18
Ray Reynolds	Foreman	Asphalt Foreman	24	11
Tom McBride	Operations Manager	Operations Manager	15	18
Jeff Butt	Superintendent	Pipe Supt.	30	8
Chad Mowery	Estimator	Estimator	2	16
Curt Szymanski	Superintendent	Asphalt Supt.	27	8
Mark Read	Electric Estimator	Electric Project Manager	34	34
Scott Doyle	Paver Foreman	Paver Operator	26	26
Curt Campbell	Paver Operator	Paver Operator	12	24
David Knutson	Finish Roller	Finish Roller	30	30
Corbin Gomez	Project Engineer	Project Engineer	1	1
Dirk Morgan	Foreman-Laborer	Foreman-Laborer	24	24
Leslie Morgan	Project Manager	Project Manager	18	15
Bud Brick	Electric Supt.	Electric Supt.	24	22



**William Charles T&M Rates**  
**All Equipment Rates are Hourly Including Operator**

**2020**

Category Desc	Equipment Co	Description	t&m rate
1-Labor	1	Teamster	\$ 99.00
	2	Laborer	\$ 115.00
	3	Operator-Class V Oiler	\$ 129.00
	4	Operator-Class IV Backend	\$ 132.00
	5	Operator-Class III Roller	\$ 134.00
	6	Operator-Class II Dozer	\$ 137.00
	7	Operator-Class 1 Mechanic,Blade	\$ 138.00
	8	Supervisor	\$ 162.00
	9	Engineer/Foreman Pickup	\$ 162.00
Air Burner	1001020	Airburner T359	\$ 215.00
	1001021	AirBurner - ABI T-300 Air Curtain	\$ 215.00
Backhoe Loaders 0-19,999 + Lbs	1021407	John Deere 410E Loader Backhoe	\$ 200.00
	1409885	Volvo BL70 Loader Backhoe	\$ 200.00
Backhoe Loaders 20k+ lbs	1409115	John Deere 710G Loader Backhoe	\$ 200.00
	1421410	Caterpillar 426C R/T Backhoe	\$ 200.00
Blades 12 ' & 13'	1209045	John Deere 872D Grader	\$ 215.00
	1209060	John Deere 872D Motor Grader W/GPS & ELEC	\$ 215.00
	1209073	John Deere 872GP Motor Grader W/GPS	\$ 215.00
	1209371	John Deere 872G Motor Grader W/GPS & ELEC	\$ 215.00
	1209601	John Deere 872D Motor Grader W/GPS & ELEC	\$ 215.00
	1209602	Caterpillar 16G Motor Grader	\$ 215.00
	1209676	John Deere 772CH II Motor Grader	\$ 215.00
	1209724	John Deere 772CH Motor Grader W/ELEC	\$ 215.00
	1209862	Caterpillar 143H Motor Grader W/Ripper & ELEC	\$ 215.00
	1221200	Caterpillar143HC Motor Grader W/GPS & ELEC	\$ 215.00
	1221201	Caterpillar 160M3 Blade	\$ 215.00
	Blades-Fiat Allis 10' 80+ HP	1201254	Fiat Allis 65B Motor Grader
1209016		Noram 65ET Motor Grader	\$ 200.00
1221202		Fiat Allis 65C Motor Grader / SMP	\$ 200.00
Broom Tractors	1001067	John Deere 401B Tractor	\$ 230.00
	1701703	John Deere 302 Tractor	\$ 230.00
	1701705	John Deere 210C Power Broom	\$ 230.00
	7021016	John Deere Tractor & Broom	\$ 230.00
Bucket & Line Trucks	0400866	GMC Topkick Flatbed Truck / WCE	\$ 182.00
	0409195	IH 4300 Bucket Truck	\$ 182.00
	0409292	IH 4300 Line Truck W/Boom & Box	\$ 182.00
	0409749	Ford F550 SA 4WD Bucket Truck	\$ 182.00
	0409971	Ford F550 SA 4WD Bucket Truck	\$ 182.00
	0420813	Ford F550 Bucket Truck	\$ 182.00
	0420822	Line Truck - Altec DM47BTR	\$ 182.00
	0820804	IH 4700 Altec Line Truck	\$ 182.00
Compactors	1001749	Impactor Brkr/compactor	\$ 260.00
	1601502	Caterpillar 815F Compactor	\$ 260.00
	1601506	Caterpillar 815F II Compactor	\$ 260.00
	1601508	Caterpillar 815F Compactor	\$ 260.00
1601509	Caterpillar 825C Compactor	\$ 260.00	
Crane	1001460	P&H Omega18 Crane	\$ 300.00
D6: 130-149 HP	1109124	John Deere 700J LGP Dozer	\$ 200.00
	1109306	John Deere 700J LGP Dozer	\$ 200.00
	1109314	John Deere 700J LGP Dozer	\$ 200.00
	1109456	John Deere 850J LGP Dozer	\$ 225.00
D6: 130-149 HP with GPS	1109066	John Deere 850K Dozer	\$ 225.00
	1109067	John Deere 850K Dozer	\$ 225.00
	1109488	John Deere 750J LGP Dozer W/GPS	\$ 225.00
	1109685	Caterpillar D6T Dozer w/ GPS	\$ 225.00
	1109713	Caterpillar D6T-XW Dozer W/GPS	\$ 225.00
	1109747	John Deere 850K Dozer W/GPS	\$ 225.00
	1109765	Caterpillar D6T-LGP-VPT Dozer w/ GPS	\$ 225.00
	1109955	Caterpillar D6 Dozer w/ Ripper w/ GPS	\$ 225.00
	1109956	Caterpillar D6 Dozer w/ GPS	\$ 225.00
1109980	John Deer 850K-FT4 Dozer w/ GPS	\$ 225.00	
D8: 200-249 HP	1109132	Caterpillar D8T Dozer W/GPS	\$ 250.00
	1109826	Caterpillar D8T Dozer	\$ 250.00

**William Charles T&M Rates**

**2020**

**All Equipment Rates are Hourly Including Operator**

D8: 200-249 HP With GPS	1121103	Caterpillar D8T Dozer W/Ripper	\$ 275.00
Directional Boring Machine	1009689	Vermeer D20x22 Directional Boring Machine	\$ 225.00
Distributor Trucks	0400863	GMC Topkick Distributor Truck	\$ 200.00
	0400868	Chevy C7500 Distributor Truck	\$ 200.00
Drill Rig	0409748	International 7400 Drill Rig - HD35A-30	\$ 175.00
Excavators 30,000-59,000 Lbs	1409044	John Deere 245G Excavator (Warranty)	\$ 210.00
	1409046	Komatsu PC170 Excavator	\$ 210.00
	1409047	Komatsu PC88 Excavator	\$ 200.00
	1409129	John Deere 690E LC Excavator W/Indeco MES 2500 Hyd Breaker	\$ 225.00
	1409240	John Deere 160C LC Excavator w/ Hammer	\$ 225.00
	1409419	Volvo EC240C L Excavator W/Thumb	\$ 225.00
	1409497	Komatsu HB215LC-1 Excavator	\$ 225.00
	1409985	John Deere 135C Excavator	\$ 210.00
	1421408	Hitachi EX160 LC Backhoe	\$ 210.00
	Excavators 70,000-89,000	1409024	Hitachi 350 Excavator
1409122		John Deere 350GLC Excavator	\$ 240.00
1409123		John Deere 350GLC Excavator (New Purchase - TBD)	\$ 240.00
1409145		John Deere 350D LC Excavator	\$ 240.00
1409158		John Deere 350D LC Excavator	\$ 240.00
1409451		John Deere 350D LC Excavator	\$ 240.00
1409868		Cat 336 Excavator w/ Thumb	\$ 250.00
1409942		Caterpillar 336 Excavator	\$ 240.00
Excavators 70-89k Lbs w/ Atch	1409121	John Deere 350D LC Excavator w/ Hammer	\$ 250.00
	1409472	Hitachi ZX350LC-3 Excavator W/Thumb	\$ 250.00
Excavators 90,000 Lbs & LG	1409018	John Deere 470G Excavator	\$ 260.00
	1409019	John Deere 470G Excavator	\$ 260.00
	1409030	John Deere 470G Excavator	\$ 260.00
	1409034	Komatsu 490 Excavator	\$ 260.00
	1409054	John Deere 470G Excavator	\$ 260.00
	1409064	Komatsu PC490 Excavator	\$ 260.00
	1409212	John Deere 450D LC Excavator	\$ 260.00
	1409485	John Deere 450D LC Excavator	\$ 260.00
	1409591	John Deere 470G LC Excavator	\$ 260.00
	1409904	John Deere 470GLC Excavator	\$ 260.00
Excavators Mini Under 10k lbs	1409960	Caterpillar 349F Excavator	\$ 260.00
	1409961	Caterpillar 349F Excavator	\$ 260.00
	1401401	Bobcat 320 Mini Excavator / WCE	\$ 175.00
	1409297	Volvo ECR38 Mini Excavator / WCE	\$ 175.00
Farm Equipment - Large	1409474	John Deere 35D Mini Excavator / WCE	\$ 175.00
	1409908	John Deere 35G Mini-Excavator	\$ 175.00
	1421409	Hitachi ZX35U-3 Mini Excavator / WCE	\$ 175.00
	1001063	Allis Chalmers AC160 Tractor Mower	\$ 240.00
	1001087	Deutz Allis 6080 Tractor	\$ 240.00
	1001099	Kubota M7060HFC Tractor	\$ 240.00
Flatbed & Service Trucks	1909113	Case IH 9170 Tractor	\$ 240.00
	1909547	John Deere 8650 Tractor	\$ 240.00
	1909718	John Deere 9630 4WD Tractor	\$ 240.00
	1909719	Case I/H 9380 4WD Tractor	\$ 240.00
	1909929	Agco-Allis 9650 Tractor W/Frt Whl Assist	\$ 240.00
	0230251	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230252	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230253	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230254	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230255	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230256	GMC Sierra 3500HD 4WD STD Cab w/Utility Box	\$ 190.00
	0230257	GMC Sierra 3500HD 4WD STD Cab w/Utility Box	\$ 190.00
	0230263	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230264	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230271	GMC Sierra 2500HD 4WD Ext Cab P/U	\$ 190.00
	0230275	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230276	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230277	GMC Sierra 3500HD 4WD STD Cab P/U	\$ 190.00
	0230286	GMC Sierra 3500HD 4WD STD Cab w/ Utility Box	\$ 190.00
	0230287	GMC Sierra 3500HD 4WD STD Cab w/ Utility Box	\$ 190.00
0230288	GMC Sierra 3500HD 4WD STD Cab w/ Utility Box	\$ 190.00	
0400400	GMC K3500 Dump Truck W/Plow	\$ 190.00	
0400402	GMC 3500 4x2 Flatbed Truck	\$ 190.00	

**William Charles T&M Rates**

**2020**

**All Equipment Rates are Hourly Including Operator**

Flatbed & Service Trucks	0420401	GMC 3500HD Flatbed Truck / SMP	\$ 190.00	
	0420402	GMC 3500HD Flatbed Truck / SMP	\$ 190.00	
	0420408	Chevy C3500 Flatbed Truck Dually W/Plow	\$ 190.00	
	0420409	GMC C3500HD Dump Truck Dually	\$ 190.00	
	0420410	Chevy C3500 SA Dump Truck	\$ 190.00	
	0420411	Chevy C3500HD Flatbed Truck Dually	\$ 190.00	
	0420414	F450 1 TON DUMP	\$ 190.00	
	0420814	F450 Super Duty 2WD std cab Utility Truck - Underground	\$ 190.00	
	0450225	CHEVY C3500HD 1 TON DUAL WHEEL 2WD FLATBED	\$ 190.00	
	0800874	IH 4900 Hot Mix Service Truck	\$ 190.00	
	0800876	Peterbilt 330 Service Truck	\$ 190.00	
	0800878	Freightliner FL70 SA Service Truck	\$ 190.00	
	0800880	Kenworth T300 Hotmix Service Truck-Single Axle	\$ 190.00	
	0820805	GMC 5500 Service Truck	\$ 190.00	
	0820815	International 4300 Flatbed Truck / WCE	\$ 190.00	
	0820821	GMC Sierra 3500HD 4WD Std Cab w/Electrician Box	\$ 190.00	
	Fork Lifts	1001039	Caterpillar V50D-SA Forklift	\$ 175.00
		1021019	Caterpillar R800T Forklift	\$ 175.00
1021045		Skytrack 10054 Vari-Reach Forklift - "Lull"	\$ 175.00	
1021048		Genie 80' Boom Manlift	\$ 175.00	
1021050		Genie Vari-Reach Forklift 8000# 40-49'	\$ 175.00	
Generators	7011107	Caterpillar 320KW Generator	call for price	
	7011111	Caterpillar SR4 Generator	call for price	
	7011161	Dayton Generator	call for price	
	7211106	Caterpillar Genset	call for price	
	7211179	Ingersol Rand 20kw Generator	call for price	
Golf Carts / UTV / ATV	1021035	John Deere 850D Gator Utility Vehicle 4x4	\$ 115.00	
	1021037	John Deere 620I Gator Utility Vehicle 4x4	\$ 115.00	
	1021049	Polaris Ranger - Crew 1000D 4x4 UTV	\$ 115.00	
Implements - Includes Tractor	1004027	Remco MCW 16 Disc	\$ 155.00	
	1004031	Remco MCW16-36 Disc	\$ 155.00	
Large Trencher & Rotomill	1001042	Vermeer CC135 R/T Trencher	\$ 375.00	
	1701029	IR 250C Wheeled Rotomill	\$ 375.00	
Large Water Tankers - Attach - inc	1004026	Calumet V3750 Water Tanker	\$ 200.00	
Light Plants	7011126	IR Light Plant	\$ 132.00	
	7011136	IR Light Plant	\$ 132.00	
	7011163	IR Light Plant	\$ 132.00	
	7211151	IR Light Plant	\$ 132.00	
	7211152	IR Light Plant	\$ 132.00	
	7211154	IR Light Plant	\$ 132.00	
	7211186	Wacker LT4 Light Plant	\$ 132.00	
Loaders R/T +6 CY - Medium	1809140	Caterpillar 980H Wheel Loader	\$ 250.00	
	1809796	Caterpillar 980K R/T Loader	\$ 250.00	
	1809893	Caterpillar 980M R/T Loader	\$ 250.00	
	1821809	Caterpillar 980H Wheel Loader	\$ 250.00	
	1821810	Caterpillar 980H Wheel Loader	\$ 250.00	
	1821813	Caterpillar 980H R/T Loader	\$ 250.00	
	1821814	Caterpillar 980H R/T Loader	\$ 250.00	
	1821815	Volvo L180G R/T Loader	\$ 250.00	
	1821816	John Deere 824K R/T Loader	\$ 250.00	
Loaders R/T +8CY - Large	1821817	Caterpillar 988H R/T Loader	\$ 300.00	
Loaders R/T 3-5 CY - Small	1809008	Caterpillar 950M R/T Loader	\$ 225.00	
	1809116	John Deere 544J Wheel Loader/ Pipe Crew	\$ 225.00	
	1809153	Volvo L120E WheelLoader / Pipe Crew	\$ 225.00	
	1809155	John Deere 644J Wheel Loader/ Pipe Crew	\$ 225.00	
	1809209	Volvo L150E Wheel Loader	\$ 225.00	
	1809246	Volvo L110E Wheel Loader / Pipe Crew	\$ 225.00	
	1809751	Caterpillar 930K R/T Loader	\$ 225.00	
	1809913	John Deere 724 R/T Loader	\$ 225.00	
	1809992	John Deere 624 R/T Loader	\$ 225.00	
	1821812	Volvo L120F Wheel Loader / Pipe Crew	\$ 225.00	
	Loaders R/T With Broom	1801845	John Deere 344E Loader w/Broom	\$ 200.00
1821811		John Deere 344J Wheel Loader w/Broom	\$ 200.00	
Manhole Trucks	0800862	MacK R688St Manhole Truck	\$ 188.00	
	0800890	MACK GRANITE CV713 MANHOLE TRUCK - 6 WHEEL	\$ 188.00	
Mechanic Trucks	0820807	Chevy C6500 Mechanic Service Truck	\$ 200.00	
	0820812	IH 4700 Mechanics Service Truck	\$ 200.00	

**William Charles T&M Rates**

**2020**

**All Equipment Rates are Hourly Including Operator**

Mechanic Trucks	0820819	Ford F750 Mechanics Service Truck	\$ 200.00
	0820820	INTERNATIONAL 4400 DURASTAR MECHANICS SERVICE TRUCK	\$ 200.00
Off Road - Haul Trucks	1309004	Caterpillar 745C Haul Truck	\$ 252.00
	1309005	Caterpillar 745C Haul Truck	\$ 252.00
	1309025	John Deere 460E Haul Truck	\$ 252.00
	1309026	John Deere 460E Haul Truck	\$ 252.00
	1309027	Volvo A45G Haul Truck	\$ 252.00
	1309028	Volvo A45G Haul Truck	\$ 252.00
	1309038	Komatsu HM400-5 Haul Truck	\$ 252.00
	1309055	Komatsu HM400-5 Haul Truck	\$ 252.00
	1309059	Komatsu HM400-5 Haul Truck	\$ 252.00
	1309069	Komatsu HM400-5 Haul Truck	\$ 252.00
	1309070	Komatsu HM400-5 Haul Truck	\$ 252.00
	1309481	Volvo A40F Articulated Haul Truck	\$ 252.00
	1309482	Volvo A40F Articulated Haul Truck	\$ 252.00
	1309554	Volvo A40D Water Truck 8000 Gallon	\$ 252.00
	1309600	Volvo A40F Haul Truck	\$ 252.00
	1309603	Volvo A40F Haul Truck	\$ 252.00
	1309770	Volvo A40E Water Truck - 8K	\$ 252.00
	1309902	John Deere 460E Haul Truck	\$ 252.00
	1309903	John Deere 460E Haul Truck	\$ 252.00
	1309911	John Deere 460E Haul Truck	\$ 252.00
	1309912	John Deere 460E Haul Truck	\$ 252.00
	1309913	John Deere 460E Haul Truck	\$ 252.00
	1309914	John Deere 460E Haul Truck	\$ 252.00
	1309915	John Deere 460E Haul Truck	\$ 252.00
	1309916	John Deere 460E Haul Truck	\$ 252.00
	1309917	John Deere 460E Haul Truck	\$ 252.00
	1309918	John Deere 460E Haul Truck	\$ 252.00
	1309919	John Deere 460E Haul Truck (to be received)	\$ 252.00
	1309920	John Deere 460E Haul Truck	\$ 252.00
	1309937	John Deere 460E Haul Truck	\$ 252.00
	1309944	John Deere 460E Haul Truck	\$ 252.00
	1309945	John Deere 460E Haul Truck	\$ 252.00
	1309946	John Deere 460E Haul Truck	\$ 252.00
	1309947	John Deere 460E Haul Truck	\$ 252.00
	1309948	John Deere 460E Haul Truck	\$ 252.00
	1309950	Caterpillar 745C Haul Truck	\$ 252.00
	1309951	Caterpillar 745C Haul Truck	\$ 252.00
	1309952	Caterpillar 745C Haul Truck	\$ 252.00
	1309953	Caterpillar 745C Haul Truck	\$ 252.00
	1309954	Caterpillar 745C Haul Truck	\$ 252.00
1309959	John Deere 400D Water Truck 8K	\$ 252.00	
Pavers Large Tire	1709003	Cedar Rapids CR562 Paver - Track Mounted	\$ 250.00
	1709533	Cedar Rapids CR551 Paver	\$ 250.00
	1709659	Cedar Rapids CR552 Paver	\$ 250.00
	1709824	Bomag CR552 Paver-10ft R/T / Hotmix	\$ 250.00
	1721579	Caterpillar AP600D Paver-Asphalt	\$ 250.00
Pavers Small	1709891	Weiler P385A Paver	\$ 200.00
	1721575	Bomag 813RT Paver	\$ 200.00
Pumps	7009068	Gorman Rupp 6" Pump	call for price
R/T Skid Loader 0-75 HP	1701057	Case 1825 SkidLoader	\$ 180.00
	1721017	Case 1845C Skidloader	\$ 180.00
	1721711	Caterpillar 246C Skidloader / Hot Mix	\$ 180.00
R/T Skid Loader 76-150 HP	1701779	Case 70XT Skidloader / WCE	\$ 185.00
	1709899	Caterpillar 272D Skid Loader	\$ 185.00
	1721700	Caterpillar 272C Skidloader	\$ 185.00
	1721701	Caterpillar 272C Skidloader	\$ 185.00
	1721702	Caterpillar 272C Skidloader	\$ 185.00
	1721704	Caterpillar 272C Skidloader-Highflow	\$ 185.00
	1721705	John Deere 332D Skidloader / Hot Mix	\$ 185.00
	1721706	John Deere 332D Skidloader / Hot Mix	\$ 185.00
	1721707	John Deere 332D Skidloader	\$ 185.00
	1721708	John Deere 332D Skidloader	\$ 185.00
	1721709	John Deere 332D Skidloader-Highflow	\$ 185.00
	1721712	Caterpillar 272C Skidloader	\$ 185.00
	1721713	Caterpillar 272C Skidloader	\$ 185.00

**William Charles T&M Rates**

**2020**

**All Equipment Rates are Hourly Including Operator**

Roller Med & Lg Sheepsfoot	1609118	Bomag BW211PD-3 Roller (w/ Shell Kit)	\$ 225.00
	1609131	Bomag BW177DH-3 Roller (w/ Shell Kit)	\$ 225.00
	1609141	Bomag BW211PD-3 Roller (w/ Shell Kit)	\$ 225.00
	1609841	CS56B Smooth Drum Roller @ Brazos	\$ 225.00
	1609882	Caterpillar CS56B Roller - 84"	\$ 225.00
	1609940	Caterpillar Roller-84"	\$ 225.00
	1609975	Dyna-Pac CA2500 84" Compactor Sheepsfoot	\$ 225.00
	1701607	Hypac C822A Sheepsfoot Roller	\$ 225.00
	1701608	Case W602BPD Sheepsfoot Roller	\$ 225.00
	1701635	IR SP56 Sheepsfoot Roller	\$ 225.00
Rollers 66" - 84" (Dirt)	1621624	Volvo SD115B 84" Roller	\$ 180.00
	1621625	Sakai SV540T - Laredo	\$ 180.00
Rollers 66" - 84" (Hotmix)	1621621	Bomag 191AD Double Drum Roller / Hot Mix	\$ 200.00
	1621622	Bomag 191AD Double Drum Roller / Hot Mix	\$ 200.00
Rollers 66" - 84" + Vib	1609763	Bomag BW266AD4 Roller / Hot Mix	\$ 200.00
	1621602	Hypac C766C Roller	\$ 200.00
	1621604	IR DD110 Roller / Hot Mix	\$ 200.00
	1621613	Bomag 284AD Dbl Drum Roller / Hot Mix	\$ 200.00
	1621614	Bomag 284AD Dbl Drum Roller / Hot Mix	\$ 200.00
	1621617	Hypac C840C SD Roller	\$ 200.00
	1701611	IR DD110 Dbl Drum Roller	\$ 200.00
	1701634	IR SD100 Roller	\$ 200.00
	1701642	IR SD100 Roller	\$ 200.00
	1701647	IR SD100D Roller	\$ 200.00
	1701649	IR DD90 Dbl Drum Roller	\$ 200.00
	1701672	IR DD110 Dbl Drum Roller	\$ 200.00
	1701679	IR SD100D TF Roller	\$ 200.00
	Rollers Lg R/T	1621603	IR PT240R Pneumatic Roller / Hot Mix
1701626		IR PT125R Roller / Hot Mix	\$ 190.00
Rollers Under 5 Ton	1609506	Sakai R2H-2 Static Roller / Hot Mix	\$ 190.00
	1609512	Sakai R2H-2 Static 3 Wheel Roller / Hot Mix	\$ 190.00
Rollers Under 66" (Hotmix)	1621619	Wacker Neuson RD16-90 Roller / Hot Mix	\$ 180.00
	1621620	Wacker Neuson RD16-90 Roller / Hot Mix	\$ 180.00
Rollers Under 66" Vib	1609095	Dynapac CC900G Roller / SMP	\$ 180.00
	1609172	Wacker RD11A Roller / Hot Mix	\$ 180.00
	1609562	Bomag BW900 Roller / Hot Mix	\$ 180.00
	1609674	Dynapac CC142 Roller / SMP	\$ 180.00
	1609761	Volvo DD38HF Roller / Hot Mix	\$ 180.00
	1609837	Dynapac CC142 Roller / SMP	\$ 180.00
	1609848	Hypac C747B Roller / SMP	\$ 180.00
	1609868	Dynapac CC1000 Roller	\$ 180.00
	1609923	Bomag BW120AD-5 Roller	\$ 180.00
	1609987	Hypac C754B Roller / Hot Mix	\$ 180.00
	1621600	Hypac C754A Roller	\$ 180.00
	1621601	Wacker RD11A Roller / Hot Mix	\$ 180.00
	1621605	Caterpillar CB214D Dbl Drum Roller / Hot Mix	\$ 180.00
	1621606	Caterpillar CB224D Dbl Drum Roller / Hot Mix	\$ 180.00
	1621607	Hypac C747B Roller / Hot Mix	\$ 180.00
	1621608	Hypac C754B Roller / Hot Mix	\$ 180.00
	1621611	Wacker RD11A Roller / Hot Mix	\$ 180.00
	1701664	IR DD23 Dbl Drum Roller	\$ 180.00
	1701681	Wacker RD880V Roller / Hot Mix	\$ 180.00
	1701684	IR DD32 Dbl Drum Roller / SMP	\$ 180.00
	1701685	IR DD32 Dbl Drum Roller / SMP	\$ 180.00
	1709808	Hypac C754B Roller / Hot Mix	\$ 180.00
Sand Trucks	0420413	Peterbuilt 330 Hotmix Service Truck / Hotmix	\$ 200.00
Saw Trucks	0820802	GMC Topkick Saw Truck	\$ 180.00
Scrapers 14+ CY	1004030	E-Ject SC22X Pull Scraper	\$ 250.00
	1321301	Caterpillar 627G Scraper	\$ 250.00
	1321303	Caterpillar 627G Scraper	\$ 250.00
	1321304	Caterpillar 627G Scraper	\$ 250.00
	1321305	Caterpillar 627G Scraper	\$ 250.00
	1321307	Caterpillar 627F Scraper	\$ 250.00
	1321308	Caterpillar 627F Scraper	\$ 250.00
	1321309	Caterpillar 627F Scraper	\$ 250.00
	1321310	Caterpillar 627F Scraper	\$ 250.00
	1321313	Caterpillar 627G Scraper	\$ 250.00



**William Charles T&M Rates**

**2020**

**All Equipment Rates are Hourly Including Operator**

Scrapers 14+ CY	1321314	Caterpillar 627G Scraper	\$ 250.00
Scrapers Paddle Wheels 10-14CY	1301339	John Deere 862B Scraper	\$ 250.00
	1301340	John Deere 862B Scraper	\$ 250.00
Sewer Van	0400823	Freightliner MT-55 Van	\$ 175.00
	0400824	GMC P3500 Step Van	\$ 175.00
	0400825	Chevy P30 Van	\$ 175.00
Skid Loader- track 0-75 HP	1709060	John Deere 333E Skid Loader w/ Tracks	\$ 200.00
	1709768	John Deere 333E Skid Loader w/Tracks	\$ 200.00
	1721717	John Deere 323E Skid Loader w/ Tracks	\$ 200.00
	1721718	John Deere 333G Skid Loader w/ Tracks	\$ 200.00
	1721719	Case TR310 Skid Loader w/ Tracks (Warranty)	\$ 200.00
	1721720	John Deere 323E Skid Loader w/ Tracks (Warranty)	\$ 200.00
	1721721	John Deere 333G Skid Loader W/ Tracks (Warranty)	\$ 200.00
Skid Loader- Track 76-150 HP	1709441	Mustang MTL20 Track Skidloader	\$ 195.00
	1721714	Case TV380 Skid Loader w/Tracks / SMP	\$ 195.00
	1721715	Case TV380 Skid Loader w/Tracks	\$ 195.00
	1721716	Case TV380 Skid Loader w/ Tracks	\$ 195.00
Sm Trencher & Manhole Machine	1009004	Vermeer Trencher LM42 Walk behind	\$ 200.00
	1021036	Vermeer V120 Trencher	\$ 240.00
Tandem Axle/Single Axle Dumps	0400864	GMC Topkick Flatbed Truck	\$ 185.00
	0500588	Mack RD6905 6 Whl Dump Truck	\$ 185.00
	0500590	Kenworth T800 6 Whl Dump Truck	\$ 185.00
	0500591	Ford L9000 6 Whl Dump Truck	\$ 185.00
	0500592	Mack RD688S 6 Whl Service Truck	\$ 185.00
	0500596	International 8600 6 Wheel Dump Truck / SMP	\$ 185.00
	0500597	International 7600 6 Wheel Dump Truck / SMP	\$ 185.00
	0520500	IH 4900 6 Whl Dump Truck	\$ 185.00
Track Loaders 30,000-39,000	1501519	Caterpillar 953B Track Loader	\$ 225.00
Track Loaders 50,000 + Lbs	1509447	Caterpillar 973D Track Loader 4 in 1	\$ 260.00
	1509448	Caterpillar 973D Track Loader	\$ 260.00
	1509615	Caterpillar 973C Track Loader	\$ 260.00
	1509616	Caterpillar 973C Track Loader	\$ 260.00
Transfer Device	1709625	Weiler E2850 Transfer Machine	\$ 300.00
	1709657	Blaw Knox MC330 Transfer Machine	\$ 300.00
Water Truck w/ Street Flusher	0800899	IH NSH 2200 Water Truck w/St.flusher	\$ 200.00
	0809067	Peterbilt Water Truck - 4K	\$ 200.00
	0809453	International 7400 6x4 Water Truck 4K	\$ 200.00
Weld Trucks	0820801	GMC Topkick Weld Truck	\$ 180.00
	0820803	GMC Topkick Weld Truck	\$ 180.00
Wideners	1701743	BlawKnox 195RW Road Widener	\$ 240.00
	1721577	BlawKnox 195D Road Widener	\$ 240.00
Grand Total			





**CONTRACT NO. RR-19-4487**

**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
To be finalized after award of contract.				

**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.

We have received some firm offers for major materials but not all.

We cannot enter into subcontract agreements until we are awarded a contract.

\_\_\_\_\_  
\_\_\_\_\_



**CONTRACT NO. RR-19-4487**

**CURRENT CONTRACTUAL OBLIGATIONS**

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

**WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE**

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
See Attached Affidavit of Availability				

TOTAL UNDER CONTRACT AND UNEARNED

**WORK AS SUB-CONTRACTOR**

CONTRACTOR	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
See Attached Affidavit of Availability				

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 Affidavit of Availability				

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.

William Charles Construction Company, LLC

\_\_\_\_\_  
 BIDDER  
 1/30/2020  
 \_\_\_\_\_  
 DATE  
 \_\_\_\_\_  
 SUB-CONTRACTOR

\_\_\_\_\_  
 BY:  SIGNATURE  
 \_\_\_\_\_  
 SUB-CONTRACTOR

\_\_\_\_\_  
 Ben Holmstrom,  
 President  
 \_\_\_\_\_  
 TITLE

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

**Part I. Work Under Contract**

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

					Awards Pending
Contract Number					
Contract With					
Estimated Completion Date					
Total Contract Price					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor					44,690,020
Uncompleted Dollar Value if Firm is the Subcontractor					143,880
<b>Total Value of All Work</b>					<b>44,833,900</b>

All Work  
44,833,900

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

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

					Accumulated Totals
Earthwork					4,141,492
Portland Cement Concrete Paving					
HMA Plant Mix					24,221,067
HMA Aggregate Mixture					21,512
Rd Maint					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					885,694
Highway, R.R. and Waterway Structures					30,000
Drainage					1,194,132
Electrical					3,919,114
Cover and Seal Coats					
Miscellaneous Concrete Construction					
Landscaping					
Fencing					8,263
Guardrail					
Painting					114,326
Signing					4,837
Cold Mill, Plan. & Rotomill					
Demolition					
Other Construction (List)					139,370
Totals					34,679,807

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

**PART III. Work Subcontracted to Others.**

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

For the Letting of March 6, 2020

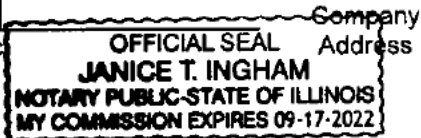
	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					0

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


Subscribed and sworn to before me  
 this 30th day of January, 2020

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

My commission expires 09/17/22



Signed

Ben Holmstrom, President  


William Charles Construction Co., LLC  
 833 Featherstone Rd.  
 Rockford, IL 61107





**PART III. Work Subcontracted to Others.**

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

For the Letting of March 6, 2020

	1 9180201	2 9180217	3 9180221	4 9180249	Awards Pending
Subcontractor	Abari	Jack Hall	Harbour Con	Sjostrom	
Type of Work	Storm Sew	Concrete	Track	Bridge	
Subcontract Price	3,983,770	127,499	1,605,540	9,869,871	
Amount Uncompleted	26,916	1,722	165,534	5,538,212	
Subcontractor	JG Demo	Evergreen	Rock Solid Stab	Trafic Services	
Type of Work	Concrete	Irrigation	Stabilization	Traf Control	
Subcontract Price	2,803,648	58,360	494,557	1,030,252	
Amount Uncompleted		23,344	188,626	706,684	
Subcontractor	Northern Con	Foss Landsc	M & M Conc	Del Toro Land	
Type of Work	Fence	Landscape	Box Culvert	Landscape	
Subcontract Price	2,463,994	57,115	163,981	855,641	
Amount Uncompleted	14,840	43,153		796,135	
Subcontractor	Roadsafe	Countryman	Cooling Lan	Western Rem	
Type of Work	Striping	Striping	Landscaping	Signs	
Subcontract Price	2,103,843	7,362	86,262	384,587	
Amount Uncompleted	39,232	4,271	77,296	296,504	
Subcontractor	Sjostrom	CES	CES	Northern Con	
Type of Work	Bridge	Layout	Layout	Guardrail	
Subcontract Price	1,928,665	7,075	6,980	190,274	
Amount Uncompleted	19,386		1,465	178,825	
Total Uncompleted	100,374	72,490	432,921	7,516,360	

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

Subscribed and sworn to before me  
this 30<sup>th</sup> day of January, 2020

[Redacted Signature]

Notary Public

My commission expires 09/17/22



Ben Holmstrom, President

Signed

[Redacted Signature]

Company

WILLIAM CHARLES CONSTRUCTION CO.  
833 FEATHERSTONE RD.  
ROCKFORD, IL 61107

Address

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

**Part I. Work Under Contract**

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

	1 91902-02	2 91902-05	3 91902-15	4 91902-09	Awards Pending	
Contract Number	Pvmt Rprs - Large	Pvmt Rprs - Small	Staley Rd	Albertus Arpt	64L72	
Contract With	RRWRD	RRWRD	Edgar Co. Hwy Dpt	IDOT - FR042	IDOT	
Estimated Completion Date	4-30-20	4-30-20	8-1-19	9-15-19	11-15-20	
Total Contract Price	256,523	278,337	1,408,326	872,387	17,894,997	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	43,641	28,929	176,108	454,257	17,894,997	18,597,932
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

						Accumulated Totals
Earthwork	18,641	3,929	100,000	100,000		
Portland Cement Concrete Paving						
HMA Plant Mix	25,000	25,000			17,894,997	
HMA Paving			1,512			
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces			25,000	50,000		
Highway,R.R. and Waterway Structures						
Drainage			25,000	150,000		
Electrical				35,478		
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
Totals	43,641	28,929	151,512	335,478	17,894,997	

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined under Section 5 of "The Illinois Purchasing Act." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**PART III. Work Subcontracted to Others.**

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

For the Letting of March 6, 2020

	1 91902-02	2 91902-05	3 91902-15	4 91902-09	Awards Pending
Subcontractor			Kadilex Cons	Arteaga	
Type of Work			Bridge	Landscape	
Subcontract Price			57,342	74,575	
Amount Uncompleted				55,374	
Subcontractor			JAD Const.	Northern Con	
Type of Work			Guardrail	Fence	
Subcontract Price			46,970	47,698	
Amount Uncompleted				43,752	
Subcontractor			Gardenscape	Sanco	
Type of Work			Landscapes	Traf Ctrl	
Subcontract Price			38,640	18,950	
Amount Uncompleted			24,596	13,265	
Subcontractor			Ne-Co Asph	Fehr Graham	
Type of Work			Seal Coat	Layout	
Subcontract Price			27,660	6,400	
Amount Uncompleted				1,280	
Subcontractor			Knight & Assoc	Countryman	
Type of Work			Layout	Signs	
Subcontract Price			12,000	5,108	
Amount Uncompleted				5,108	
Total Uncompleted			24,596	118,779	

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

Subscribed and sworn to before me  
this 30<sup>th</sup> day of January, 2020

[Redacted Signature]

Notary Public

My commission expires 09/17/22



Signed

Company

Ben Holmstrom, President  
[Redacted Signature]

WILLIAM CHARLES CONSTRUCTION CO.  
833 FEATHERSTONE RD.  
ROCKFORD, IL 61107

**Illinois Department  
of Transportation**

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

**Affidavit of Availability  
For the Letting of March 6, 2020**

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

**Part I. Work Under Contract**

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

	1 91902-29	2 91902-50	3 91902-53	4 91902-52	Awards Pending	
Contract Number	So. Sports Complex	Prkg Lot So. Dr.	85687	Runwy 7/25 Taxi G		
Contract With	Sycamore Park Dis	Rfd Int'l Airport	IDOT	Rfd Int'l Airport		
Estimated Completion Date	11-27-19	11-30-19	6-26-20	10-30-20		
Total Contract Price	1,739,870	163,382	1,012,075	8,692,739		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	633,860	125,122	1,012,075	8,692,739		10,463,796
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

						Accumulated Totals
Earthwork	100,000	25,978	228,769	994,175		
Portland Cement Concrete Paving						
HMA Plant Mix	203,688	89,779	274,992	3,524,520		
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	50,000	1,169	92,124	47,401		
Highway,R.R. and Waterway Structures						
Drainage				19,132		
Electrical	79,107	8,196		2,800,054		
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing	8,263					
Guardrail						
Painting	3,246					
Signing	4,837					
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)	84,011			25,500		
Totals	533,152	125,122	595,885	7,410,782		

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

**PART III. Work Subcontracted to Others.**

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

For the Letting of March 6, 2020

	1 91902-29	2 91902-50	3 91902-53	4 91902-52	Awards Pending
Subcontractor	Wagner Exc	Norwest	Northern Con	Hi-Lite Airfield	
Type of Work	Storm Sewer	Concrete	Guardrail	Pvmt Mrkg	
Subcontract Price	249,477	31,415	397,090	665,954	
Amount Uncompleted	23,845		397,090	665,954	
Subcontractor	Dreamscapes	Countryman	Sanco	PMI	
Type of Work	Landscape	Striping	Traf Ctrl	Rotomill	
Subcontract Price	210,105	4,250	6,750	327,359	
Amount Uncompleted	61040		6,750	327,359	
Subcontractor	Jack Hall	Sanco	O'Brien Civil	Dreamscapes	
Type of Work	Concrete	Traf Ctrl	Concrete	Landscapes	
Subcontract Price	88,547	2,595	6,400	117,518	
Amount Uncompleted	15,823		6,400	117,518	
Subcontractor	Optimal		Hard Rock	Diamond	
Type of Work	Building		Sawing	Grooving	
Subcontract Price	77,400		3,750	91,526	
Amount Uncompleted			3,750	91,526	
Subcontractor	Swedberg		Brownfield Env	ARC Design	
Type of Work	Pavillion		Testing	Layout	
Subcontract Price	48,090		2,200	79,600	
Amount Uncompleted			2,200	79,600	
Total Uncompleted	100,708		416,190	1,281,957	

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

Subscribed and sworn to before me  
this 30<sup>th</sup> day of January, 2020

[Redacted Signature]

Notary Public

My commission expires 09/17/22



Ben Holmstrom, President

[Redacted Signature]

Signed

Company Address

WILLIAM CHARLES CONSTRUCTION CO.  
833 FEATHERSTONE RD.  
ROCKFORD, IL 61107

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	1 9190414	2	3	4	Awards Pending	
Contract Number	COR Grp 3					
Contract With	TCI Concrete					
Estimated Completion Date	10-25-19					
Total Contract Price	151,912					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	84,029					\$ 84,029.00
Total Value of All Work						

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix	84,029					
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
Totals	84,029					

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

For the Letting of March 6, 2020

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					0

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

Subscribed and sworn to before me  
 this 30<sup>th</sup> day of January, 2020

Ben Holmstrom, President

Signed

Company  
 Address

WILLIAM CHARLES CONSTRUCTION CO.  
 833 FEATHERSTONE RD.  
 ROCKFORD, IL 61107

Notary Public



My commission expires 09/17/22



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	1 Various WO	2 Various WO	3 6190609	4 61906-16	Awards Pending	
Contract Number	64M82	Traffic Signals	IL 23 & IL 72	Albertus Airport		
Contract With	IDOT	Winn.Co.Hwy	IDOT (66J13)	IDOT (FR041)		
Estimated Completion Date	6-30-20		8-15-19	8-30-19		
Total Contract Price	199,900	456,586	72,000	582,246		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	50,000	50,000	41,696	384,450		526,146
Uncompleted Dollar Value if Firm is the Subcontractor						59,851
<b>Total Value of All Work</b>						<b>\$ 585,997</b>

All Work  
585,997

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Base Prep						
Drainage						
Electrical	50,000	50,000	40,669	355,610		496,279
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
<b>Totals</b>	<b>50,000</b>	<b>50,000</b>	<b>40,669</b>	<b>355,610</b>		<b>496,279</b>

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**PART III. Work Subcontracted to Others.**

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For the Letting of March 6, 2020

	1 Various WO	2 Various WO	3 6190609	4 61906-16	Awards Pending
Subcontractor			Sanco	O'Brien	
Type of Work			Traf Ctrl	Excavation	
Subcontract Price			1,975	33,915	
Amount Uncompleted			1,027	11,590	
Subcontractor				Sanco	
Type of Work				Traf Ctrl	
Subcontract Price				17,250	
Amount Uncompleted				17,250	
Subcontractor				Creative	
Type of Work				Crane	
Subcontract Price				2,000	
Amount Uncompleted					
Subcontractor				Fehr-Graham	
Type of Work				Layout	
Subcontract Price				1,000	
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>			1,027	28,840	

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

Subscribed and sworn to before me  
 this 30th day of January, 2020

[Redacted Signature]

Notary Public

My commission expires 09/17/22

Ben Holmstrom, President

Signed

[Redacted Signature]

Company  
Address

WILLIAM CHARLES ELECTRIC  
 833 FEATHERSTONE RD.  
 ROCKFORD, IL 61107



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	1 61906-10	2 81906-51	3	4	Awards Pending	
Contract Number	Rock Cut State P	Poplar Gr Bridge				
Contract With	N-Trak/Sjos	Civil				
Estimated Completion Date	5-1-20	6-1-20				
Total Contract Price	92,821	12,680				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	47,171	12,680				59,851
<b>Total Value of All Work</b>						

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Rd Maint						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Base Prep						
Drainage						
Electrical	47,171	12,680				59,851
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Mill, Plan. & Rotomill						
Demolition						
Other Construction (List)						
<b>Totals</b>	<b>47,171</b>	<b>12,680</b>				<b>59,851</b>

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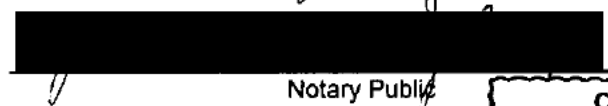
For each contract described in Part I, list all the work you have subcontracted to others.

For the Letting of March 6, 2020

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					0

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Subscribed and sworn to before me  
 this 30th day of January, 2020

  
 Notary Public

My commission expires 09/17/22



Signed Ben Holmstrom, President

Company WILLIAM CHARLES ELECTRIC  
 Address 833 FEATHERSTONE RD.  
ROCKFORD, IL 61107

**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 **26%** 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. DBE Form 2025 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the DBE Form 2025 by 5:00 p.m., on the fifth calendar day after bids are due.

The submission of DBE Form 2025 should be via email to [constructionbid@getipass.com](mailto:constructionbid@getipass.com).

In no case should a contractor remove, replace, or reduce the commitment to a DBE listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

The signatures on these forms must be original signatures. All elements of information indicated on Form 2025 must be provided, including but not limited to:

- 6.2.1 The name and address of each DBE to be used;
- 6.2.2 A full description, including pay item numbers for DBEs or associated pay items for trucking services, of the commercially useful function to be performed by each DBE. Descriptions such as “miscellaneous” and prices such as “lump sum” are not acceptable. Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time that those pay items have been confirmed as required work of the contract.
- 6.2.3 Direct Allowance items will not be approved toward DBE participation in the DBE Utilization Plan.
- 6.2.4 Mobilization costs should be included in the cost of the pay item for which it is associated rather than as a separate pay item on the DBE Utilization Plan, DBE Form 2025 for DBE subcontractors.
- 6.2.5 If the DBE is the Prime Contractor, the Mobilization pay item may be approved toward DBE participation in the DBE Utilization Plan.
- 6.2.6 The price to be paid to each DBE for the identified work, specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, the Form must indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- 6.2.7 A commitment statement signed by the Bidder and each DBE evidencing availability and intent to perform a commercially useful function on the project; and
- 6.2.8 If the Bidder is a joint venture comprised of DBEs and non-DBEs, the Plan must also include a clear identification of the portion of the work to be performed by the DBE joint venture partner(s).
- 6.2.9 If the Bidder is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in section 6.6 below.
- 6.2.10 The contract will not be awarded until the DBE Utilization Plan, including if applicable, the bidder’s good faith efforts to meet the goal, is approved by ISTHA. The DBE Utilization Plan will be approved if it demonstrates that DBEs will be used to perform a commercially useful function sufficient to meet the contract goal, or that the Bidder made sufficient good faith efforts, as defined in this Special Provision, to meet the goal.

### **6.3 Counting DBE Participation**

The DBE Utilization Plan’s DBE commitments represent work expected to be performed and paid for upon satisfactory completion. ISTHA is only able to count toward the achievement of the contract goal the value of payments made for the work actually performed by DBEs. The Tollway will count DBE participation, and the contractor will receive credit towards meeting the DBE contract goal, as follows:

- 6.3.1 The entire amount of that portion of work that the DBE is certified to perform, as indicated on the DBEs Letter of Certification, and that is performed by the DBE’s own forces either as the contractor or a subcontractor shall be counted, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE purchases or leases from the prime contractor or the prime contractor’s affiliate). **Work that the DBE subcontracts to a non-DBE does not count toward the DBE goal.**



- 6.3.2 The entire amount of fees or commissions charged by a DBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
- 6.3.3 One hundred percent of the cost of trucking services utilized on the contract shall be counted, provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will only be applied for trucking activity to and from the ISTHA job site. Credit will be given for the following: (1) the DBE may lease trucks from another DBE, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. (2) The DBE may also lease trucks from a non-DBE, including from an owner-operator. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE for trucks that are leased from a non-DBE.
- 6.3.4 When a DBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the DBE with its own forces and for which it is separately at risk, shall be counted. A Joint Venture may also count the dollar value of work subcontracted to DBEs other than the DBE Joint Venture partner(s). Work performed by the forces of the non-DBE joint venture partner shall not be counted toward the DBE goal. The Tollway will evaluate the Joint Venture agreement, which must be submitted with the DBE Utilization Plan, for conformance with this Special Provision and eligibility for credit towards meeting the goal. The agreement must describe in detail the financial contribution of each partner; the list of personnel and equipment contributed and used by each partner; the responsibilities of each partner for each aspect of the joint venture; if applicable, the bonding capacity of each partner; if applicable, the prequalification status of each partner; the basis and distribution of all profits and losses; and any other elements deemed relevant by the Tollway.
- 6.3.5 One hundred percent of the cost of the materials obtained from a DBE Manufacturer, as that term is defined in 49 C.F.R. § 26.55(e) shall be counted towards the DBE contract goal. Sixty-percent of the cost of the materials or supplies obtained from a DBE Regular Dealer or Supplier, as those terms are defined in 49 C.F.R. § 26.55(e), shall be counted towards the DBE contract goal. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted towards the DBE contract goal only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.
- 6.3.6 One hundred percent credit will be counted towards the DBE contract goal for the value of fees and commissions for the procurement of materials and supplies if the DBE is not a regular dealer or manufacturer, provided such fees or commissions are determined by the Tollway in its sole discretion to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials or supplies themselves shall be counted towards the contract goals.
- 6.3.7 If a firm's certification is revoked by its certifying agency during its performance on a contract, the dollar value of work performed under this contract with that firm after it has ceased to be certified shall not be counted.

If a DBE graduates from its respective certification program, based upon exceeding the firm size or personal net worth limitations after this contract is awarded, the firm's participation will be counted towards meeting the goal on this contract.

In determining achievement of the contract goal, the participation of a DBE shall not be counted until that amount has been paid to the DBE.

## **6.4 Demonstrating Commercially Useful Function**

Only expenditures to a DBE that is performing a Commercially Useful Function shall be counted. To determine whether a DBE is performing a Commercially Useful Function, the Tollway will evaluate the amount of work subcontracted, industry practices, whether the amount the DBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. A DBE performs a commercially useful function when it is responsible for the execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

6.4.1 To perform a commercially useful function, the DBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

6.4.2 A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, ISTHA will examine similar transactions, particularly those in which DBEs do not participate.

6.4.3 If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ISTHA will presume that the DBE is not performing a commercially useful function. When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE and the contractor may present evidence to rebut this presumption.

## **6.5 Extended Documentation Period for Low Apparent Bidders with a DBE Commitment Below the Advertised DBE Goal**

Each contractor identified as the low Bidder who has a DBE commitment less than the advertised DBE goal shall be allowed, upon email notification from the Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a Bidder is notified on Monday, extended documentation period concludes on Wednesday at 5pm). The extended documentation period allows contractors solely to supplement their initial Utilization Plan to add DBE participation to meet the stated DBE participation goal or to demonstrate additional good faith efforts in obtaining DBE participation. The contractor may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The contractor shall submit an amended DBE Utilization Plan if additional DBE commitments to meet the contract goal are secured by the end of the extended documentation period. If additional DBE commitments sufficient to meet the advertised contract goal are not secured, the contractor shall report the final good faith efforts made during the extended documentation period along with a request for a waiver pursuant to section 6.6 of this section. All additional efforts taken by the Bidder before and during the extended documentation period will be considered as part of the Contractor's good faith efforts.

The extended documentation period is intended to allow contractors that have made a good faith effort to secure DBE participation an opportunity to meet the stated contract goal. Contractors are expected to have utilized good faith efforts in compiling their initial DBE Utilization Plan, and the DBE participation indicated in the initial DBE Utilization Plan should reflect the participation the contractor could achieve through good faith efforts. The extended documentation period should not be used to secure significantly higher DBE participation only after being identified as the low Bidder. In no case should a contractor remove, replace or reduce the commitment to a DBE listed in the initial Utilization Plan without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision. When ISTHA determines that a contractor, either through a pattern of conduct or with respect to a single bid, has failed to discharge its good faith efforts obligations in this intended fashion, ISTHA, in its discretion, may reject the bid outright without allowing the Bidder to take advantage of the extended documentation period.

## 6.6 Good Faith Efforts Procedures

If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the Bidder must document in the DBE Utilization Plan its good faith efforts to meet the goal, including any DBE participation secured as detailed in Form(s) 2025, using the Good Faith Efforts Contact Log and Checklist, DBE Form 2023. If the DBE contract goal was not achieved by a Bidder, the Bidder must submit its good faith efforts documentation, including the DBE Form 2023. Documentation submitted after bid opening, except as provided for in Section 6.5 above, will not be accepted or reviewed.

Demonstrating good faith efforts means that the Bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those that could reasonably be expected to obtain sufficient DBE participation. ISTHA will consider the quality, quantity and intensity of the kinds of efforts that the Bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the Bidder is expected to have taken those efforts that would be reasonably expected of a Bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

If ISTHA determines that the contractor has made a good faith effort to secure the work commitment of DBEs to meet the contract goal, ISTHA will award the contract provided that the Bidder is otherwise eligible for award and award is in the Tollway's best interest.

The following is a list of types of action that ISTHA will consider as part of the evaluation of the Bidder's good faith efforts to obtain DBE participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of ISTHA may be relevant in appropriate cases, and will be considered by ISTHA.

- 6.6.1 Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the Bidder. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than 5 calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- 6.6.2 Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- 6.6.3 Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 6.6.4 Negotiating in good faith with interested DBEs.
  - 6.6.4.1 Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - 6.6.4.2 A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as

contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- 6.6.5 DBEs may not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract goal.
- 6.6.6 Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the contractor.
- 6.6.7 Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.6.8 Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a Bidder made good faith efforts, ISTHA may take into account the performance of other Bidders in meeting the contract goal or of Bidders in meeting the goal on contracts of a similar nature. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, ISTHA will review whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, ISTHA may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

A Bidder that rejected a DBE based on price must provide to ISTHA all quotes received for the scope of work proposed by the DBE from all firms, including non-DBEs.

The Bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Bidder by filing a request within five working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, [DBE@getipass.com](mailto:DBE@getipass.com), (630) 241-6800 ext. 3204. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed timely 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 twenty (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, and may 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 five (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 five (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**

DBE Payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Diversity Payment Reporting Instructions posted on the Tollway's website.

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; 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 five (5) working days of its receipt of the written decision by filing an appeal in hard copy or electronic format with the Illinois State Toll Highway Authority's Sanctions Committee. Actual delivery of the hard copy and electronic formats within the 5 business days is required and mere posting by mail within that period is not sufficient. An appeal may provide additional documentation and/or arguments and request an oral presentation to the Tollway's Sanctions Committee. The Tollway's Sanctions Committee shall notify the contractor in writing of the final determination and the basis for the determination within 10 working days after receipt of the appeal or after the date of the oral presentation by the contractor, whichever is later. The contractor may appeal an adverse decision within 5 working days of receipt of the final determination to the Executive Director by filing an appeal in hard copy and electronic format to the Illinois State Toll Highway Authority, Executive Director, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, DBE@getipass.com. The Executive Director or his/her designee, which designee shall not be employed within the Tollway's Diversity Department, may solicit information from the contractor, the Diversity and Strategic Development Department, the Chief of Diversity and Strategic Development, the Law Department, Internal Audit, the Procurement Department, and anyone else in his/her discretion, and shall render a final decision on the contractor's appeal within 30 calendar days

## **9. INACCURATE OR FRAUDULENT REPORTING**

The contractor has a duty to accurately report information pursuant to this Special Provision. A contractor who fails to supply accurate information is subject to sanctions imposed by the Tollway. A contractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

## **10. OTHER REGULATIONS**

The adherence to the DBE goal does not abrogate other responsibilities of the contractor to comply with affirmative action requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in the contract.





Date: 1/30/2020  
 To: Contact Name: Morayma Da Silva  
 Contractor Company Name: William Charles Construction Company, LLC  
 From: Graciela Perez  
 DBE Project Specialist

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

Subject: <b>DBE Plan Review</b>	<b>Date Original Plan Submitted:</b> 1/30/2020	<b>Revision #</b> 0
<b>Contract #</b> RR-19-4487	<b>Established DBE Goal:</b> 26.00 %	
<b>Contract Description:</b> Westbound Pavement and Structural Preservation and Rehabilitation and Toll Plaza 2 Improvements, Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge (Mile Post 2.6 To Mile Post 18.3)		

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

Notes:

DBE Plan as Submitted by apparent low bidder:									
Core Bid Amount		\$4,593,966.62							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Anderson Environmental Co	SB	D/WBE	Environmental Consulting	\$12,400.00	\$12,400.00	0.26 %	City of Chicago	U	Under Review
Arteaga Landscapes & Erosion Control, LLC	SB	DBE	Landscaping	\$166,825.68	\$166,825.68	3.63 %	IDOT	M	Hispanic
D2K Traffic Safety, Inc. (formerly known as D2K Traffic Equipment & Design, LLC)	SB	DBE	Traffic Control	\$862,814.86	\$862,814.86	18.78 %	IDOT	M	Native American
Industrial Fence, Inc.	SB	D/MBE, VOSB	Gardrail	\$40,960.03	\$40,960.03	0.89 %	City of Chicago	M	Hispanic
M501 Trucking, Inc.	Trucker	DBE	Trucking	\$25,500.00	\$25,500.00	0.55 %	IDOT	F	Hispanic
MTC Moreno's, Inc.	Trucker	DBE	Trucking	\$26,000.00	\$26,000.00	0.56 %	IDOT	M	Hispanic
Sonican Trucking, Inc.	Trucker	D/MBE	Trucking	\$25,500.00	\$25,500.00	0.55 %	IDOT	F	Hispanic
Tamayo Cartage, Inc.	Trucker	DBE	Trucking	\$35,000.00	\$35,000.00	0.76 %	IDOT	M	Hispanic
<b>Total # of subcontracts: 8</b>			<b>TOTAL</b>	<b>\$1,195,000.57</b>	<b>\$1,195,000.57</b>	<b>26.01 %</b>			
<b>Total # of subcontractors: 8</b>			<b>Total %</b>	<b>26.01 %</b>	<b>26.01 %</b>				





CONTRACT # **ISTHA I-19-4487** DBE FIRM NAME: **Arteaga Landscapes & Erosion Control, LLC**

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

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

CHECK ALL THAT APPLY:

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(Indicates to 00% of contract amount if firm is a SUPPLIER)</small>
	See Attached					
<b>TOTALS FOR THIS DBE FIRM:</b>				<b>\$166,825.68</b>		

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

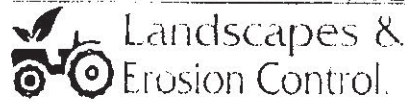
1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment therefor must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendments 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 <b>Mr. Morayma DaSilva</b> Title: <b>President</b> Date: <b>01.30.20</b>	Signature for DBE Contractor <b>Julio Arteaga</b> Title: <b>President</b> Date: <b>1/24/20</b>
Contract: <b>William Charles Construction</b>	
Firm Name: <b>morayma.dasilva@williamcharies.com</b>	
E-mail: <b>815-654-4700</b>	
Phone: <b>833 Featherstone Rd., Rockford, IL 61107</b>	
Address:	



# ARTEAGA



Copied : Adam / Tracy

By jamans at 4:26 pm, Jan 29, 2021

29-Jan-20

Attn: Estimating Department

We are pleased to offer a Landscape quote for the following project. Please call if you have any questions.

## ISTHA I-19-4487

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
20101400	Nitrogen Fertilizer Nutrients	30.00	LB	\$ 2.00	\$ 60.00
20101600	Potassium Fertilizer Nutrients	90.00	LB	2.00	180.00
J1251010	Erosion Control Blanket Bio Net	4,994.00	SY	2.32	11,586.08
	<i>Includes the following:</i>				
	<i>NAG S-75BN</i>				
	<i>Biodegradable Stakes</i>				
JS250220	Seeding, Class 2E	0.25	AC	3,276.00	819.00
JS250318	Seeding, Class 4F	0.75	AC	2,962.00	2,221.50
JS250320	Seeding, Class 5	0.75	AC	5,529.00	4,146.75
JS280020	Management of Erosion and Sediment Control	8.00	MO	1,447.00	11,576.00
JS280050	Silt Fence	871.00	LF	2.60	2,264.60
JS280051	Re-Erect Silt Fence	75.00	LF	1.30	97.50
JS280150	Temporary Stabilization With Straw Mulch	1.25	AC	2,487.00	3,108.75
	<i>Includes the following:</i>				
	<i>Temp Seed</i>				
	<i>Mulch</i>				
JS280151	Same-day Stabilization	2,420.00	SY	0.70	1,694.00
	<i>Includes the following:</i>				
	<i>Temporary Seed</i>				
	<i>Mulch</i>				
JS280210	Filter Fabric Inlet Protection, Basket type	627.00	EA	197.00	123,519.00
JS280305	Temporary Ditch Checks	825.00	LF	5.70	4,702.50
JT250430	Seeding, Class 2E (Modified)	0.25	AC	3,400.00	850.00

TOTAL: \$ 166,825.68

Info@Arteagaland.com

2413 N. Periwinkle Way · Round Lake Beach, IL 60073 · Ph. 224-444-8675 · Fax 224-444-8616

Page 1 of 2

## Certified Profile

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

BUSINESS NAME	<b>Arteaga Landscapes &amp; Erosion Control LLC</b>	
OWNER	<b>Julio Arteaga</b>	
ADDRESS	<b>2413 N Periwinkle Way Illinois Round Lake Beach, IL 60073</b>	<a href="#">Map This Address</a>
PHONE	<b>224-444-8675</b>	
EMAIL	<a href="mailto:julio@arteagaland.com">julio@arteagaland.com</a>	
WEBSITE	<a href="http://Arteagaland.com">Arteagaland.com</a>	

**Certification Information**

CERTIFYING AGENCY	<b>Cook County</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
CERTIFICATION DATE	<b>7/30/2019</b>
RENEWAL DATE	<b>1/30/2021</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Construction</b>

**Commodity Codes**

Code	Description
NAICS 561730	Landscape care and maintenance services

**Additional Information**

SERVICE-DISABLED VETERAN BUSINESS	<b>No</b>
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Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT NO: **RR-19-4487** CONTRACT NAME: **Industrial Fence Inc.**

CHECK ALL THAT APPLY:  DBE  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. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@getpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM ID	DESCRIPTION, including the furnish only, actual furnish and install	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT(S)	CHECK IF SUPPLIER	TO TIER DBE CREDIT AMOUNT(S) (Reduce to 00% of contract amount of firm or supplier)
	See attached					
TOTALS FOR THIS DBE FIRM:				\$40,960.03		

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

- PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
- COMMITMENT:** The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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.

Contractor: <b>Morayma DaSilva</b>	Title: <b>President</b>	Date: <b>01.30.20</b>
Firm Name: <b>William Charles Construction</b>	Signature for DBE Contractor:	Title: <b>President</b>
E-mail: <b>morayma.dasilva@williamcharles.com</b>	Contact: <b>Miguel A. Saljijeral</b>	Date: <b>01/29/20</b>
Phone: <b>815-654-4700</b>	Firm Name: <b>Industrial Fence Inc.</b>	
Address: <b>833 Featherstone Rd., Rockford, IL 61107</b>	E-mail: <b>msaljijeral@industrialfenceinc.com</b>	
	Phone: <b>773-521-9900</b>	
	Address: <b>1300 S. Kilbourn Avenue Chicago, IL 60623</b>	



Copied : Adam / Tracy

By jamans at 12:00 pm, Jan 29, 2020

# INDUSTRIAL FENCE INC.



Manufactured in the USA. Veteran & Minority Owned.

GC: General Contractor

IFI Bid Proposal

Contact: Estimating

Estimate Date: 01/30/2020

Phone:

Work Order No: E20038

Email:



Project Name: ISTHA RR-19-4487

Description	Unit	Quantity	Unit Price	Total Price
<b>30 Guardrail</b>				
63200310 Guardrail Removal	LF	751.00	8.74	6,563.74
63301990 - Remove & Re-erect Traffic Barrier Ty1	EA	1.00	1,790.69	1,790.69
JI630002 SPBGR Ty A 6' Post	LF	225.00	27.87	6,270.75
JI631110 Traffic Barrier Terminal Ty 1A Spl	EA	3.00	3,429.30	10,287.90
JI631112 TBT Ty 1A Spl	EA	2.00	3,429.30	6,858.60
JI631120 Traffic Barrier Terminal Ty 2	EA	1.00	1,455.90	1,455.90
JI631130 Traffic Barrier Terminal Ty 6	EA	2.00	3,558.30	7,116.60
JI725000 Terminal Marker Direct Applied	EA	5.00	45.29	226.45
JI782014 Guardrail Barrier Reflectors Type B	EA	11.00	9.06	99.66
JI635010 Roadway Delineators	EA	6.00	48.29	289.74
				<u>\$40,960.03</u>
<b>Totals</b>				<u><u>\$40,960.03</u></u>

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

**Exclusions:**

- Railroad, Professional Liability & Pollution Insurance
- Demo of existing fencing or footings
- No bonds, permits, licenses and/or fees
- Removal or install of Concrete Pads for Attenuator
- Survey / Layout
- No taxes included
- Multiple installations or removals
- Grading
- Traffic-Control
- Excessive Mobilization
- No Bituminous Shoulder Coring of Fill (art. 630.06) FOR GUARDRAIL INSTALLATION™ (Core Drilling PER HOLE \$45.00 extra)
- No express or implied design build included to proposal.
- WBE / EEO Requirements
- Additional Required Insurance Coverages
- Concrete removal or rock/hard ground drilling/coring
- No clearing or grubbing for fence removal or installation
- All work performed during regular work hours 7am to 3.30pm
- Widening of existing shoulder for construction of TBT Type 1 SPL
- QA-QC Testing & Inspection
- Grading or Restoration
- Unforeseen Conditions
- Liquidated & Unliquidated Damages
- Flagmen
- All work to be performed under normal conditions.
- Damages caused by motorists or other contractors
- Installation for imbeds (cast by others)
- Damages caused by Unmarked Utilities
- Removal or install of Concrete/Asphalt Pad for Temporary/Permanent
- Per IDOT Section 708.08 Impact Attenuators Temporary, any Maintenance or Repairs to the Unit will be completed on T&M
- Indemnification for Contractor negligence or fault
- Hand Digging Utilities
- No Restoration Included with Removal Items
- Exclude top Soil, pulverizing, asphalt, etc. for any steel plate beam guardrail adjustment.
- Attenuator rental is per project
- Normal wear & tear, weather, Dewatering, Snow Removal
- Guardrail Leave Outs
- Lane closures

 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>) 

# Unified Certification Program - Search

**Contractor Details**

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

Print

## Industrial Fence, Inc.

Miguel A. Saltijeral  
 1300 S. Kilbourn Ave  
 Chicago, IL 60623-0000

**County:** Cook

**Email:** [atutje@industrialfenceinc.com](mailto:atutje@industrialfenceinc.com)

**Phone:** 773-521-9900

**Fax:** 773 521 9904

**Categories:** Construction, Manufacturing

### NAICS

237310 - Highway, Street,  
and Bridge Construction

332312 - Fabricated  
structural metal  
manufacturing

### Speciality

NAICS 237310 Highway,  
 Street, and Bridge  
 Construction NAICS 332312  
 Fabricated structural metal  
 manufacturing 332312 -  
 Fabrication of Chain Link  
 Temporary Fence,  
 Guardrails, Ornamental  
 Railing and Miscellaneous  
 Metals 237310 - Guardrail  
 Installation





CONTRACT # RR 19-4487 DBE FIRM NAME D2E Traffic Safety, Inc

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

PRIME  PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

PAY ITEM NO. *	DESCRIPTION: indicates whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (includes to 0% of contract amount if firm is a SUPPLIER)
	See Attached					
TOTALS FOR THIS DBE FIRM:				\$862,814.86		

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

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Contact: MORAYMA DASILVA Title: PRESIDENT Date: 1/19/2020

Firm Name: William Charles Construction

E-mail: morayma.dasilva@williamcharles.com

Phone: 815-654-4700

Address: 833 Featherstone Rd., Rockford, IL 61107

DBE CERTIFIED



D2K Traffic Safety, INC.  
1251 Frontenac Road, Suite 100  
Naperville, IL 60563  
phone 630-416-9700  
fax 630-416-9710

Contact  
Cell phone  
Email  
Owner  
Project #

Mark Long	
630 488-1068	
marklong@d2ktraffic.com	
ISTHA	
RR-19-4487	
Letting Date:	1/30/2020
Item #:	
Completion Date:	10/30/2020
Working Days	

Item #	Item Description	Estimated Quantity	Unit Price	U/M	Extension
70300810	PVMT MK TAPE TY III, L&S	48.00	\$6.00	SQ FT	\$288.00
70300820	PVMT MK TAPE TY III, 4"	1,512.00	\$0.90	FOOT	\$1,360.80
70300830	PVMT MK TAPE TY III, 5"	65.00	\$1.45	FOOT	\$94.25
70300850	PVMT MK TAPE TY III, 8"	82.00	\$2.00	FOOT	\$164.00
70300860	PVMT MK TAPE TY III, 12"	20.00	\$3.00	FOOT	\$60.00
70300904	PAVT MARK TAPE T4 4"	11,939.00	\$0.99	FOOT	\$11,819.61
72100100	SIGN PANEL OVERLAY	87.00	\$38.00	SQ FT	\$3,306.00
72400100	REMOV SIN PAN ASSY TY A	3.00	\$125.00	EACH	\$375.00
72400200	REMOV SIN PAN ASSY TY B	2.00	\$150.00	EACH	\$300.00
72400320	REMOV SIGN PANEL TY II	20.00	\$24.00	SQ FT	\$480.00
72400500	RELOC SIN PAN ASSY TY A	1.00	\$175.00	EACH	\$175.00
72400720	RELOC SIGN PANEL TY II	48.00	\$16.00	SQ FT	\$768.00
73000100	WOOD SIN SUPPORT	274.00	\$38.00	FOOT	\$10,412.00
J1703999	TEMP PVT MKG REM	565.00	\$1.50	SF	\$847.50
J1781000	RAISED PAVT LANE MARKER	330.00	\$35.00	EA	\$11,550.00
J1781010	RAISED PAVT LANE MARKER, REFLECTOR	330.00	\$12.00	EA	\$3,960.00
J1782023	BARRIER WALL REFLECTORS, TYPE C	10.00	\$15.00	EA	\$150.00
J8120100	TRAILER MOUNTED FULL MATRIX CMS	4.00	\$6,500.00	EA	\$26,000.00
J8120101	TRAILER MOUNTED FULL MATRIX CMS	17.00	\$400.00	EA/WEEK	\$6,800.00
J8120102	TRAILER MOUNTED FULL MATRIX CMS	4.00	\$1,000.00	EA/MONTH	\$4,000.00
J8701010	MAINTENANCE OF TRAFFIC	1.00	\$328,000.00	L SUM	\$328,000.00
J7701030	SUPPLEMENTAL BARRICADE	20.00	\$5.00	EA	\$100.00
J7701031	SUPPLEMENTAL SIGNING	98.00	\$15.00	SF	\$1,470.00
J7701032	SUPPL AB (DAY)	60.00	\$30.00	PER DAY	\$1,800.00
J7701033	SUPPL AB (WEEK)	6.00	\$100.00	PER WK	\$600.00
J7701034	SUPPL AB (MONTH)	2.00	\$300.00	PER MO	\$600.00
J7701035	SUPPL MAINT. OF TRAFFIC	25.00	\$300.00	PER DAY	\$7,500.00
J7701050	TEMP INFO GRD MT < 24 SQ FT	40.00	\$30.00	SF	\$1,200.00
J7701052	TEMP INFO GRD MT > 24 SQ FT	10.00	\$45.00	SF	\$450.00
J7701060	TEMP INFO OVRHD MT < 24 SQ FT	10.00	\$45.00	SF	\$450.00
J7701062	TEMP INFO OVRHD MT > 24 SQ FT	10.00	\$75.00	SF	\$750.00
J7701210	PCMS	18.00	\$200.00	PER WK	\$3,600.00
J7720100	SIGN INSTALLATION, TYPE 1	13.00	\$30.00	SF	\$390.00
J7720110	SIGN INSTALLATION, TYPE 2	51.00	\$45.00	SF	\$2,295.00
J7780300	MULTI-POLY PAVT MARK - LINE 4"	170,346.00	\$0.55	FOOT	\$93,690.30
J7780310	MULTI-POLY PAVT MARK - LINE 6"	85,744.00	\$0.70	FOOT	\$60,020.80
J7780315	MULTI-POLY PAVT MARK - LINE 8"	191.00	\$1.10	FOOT	\$210.10
J7780320	MULTI-POLY PAVT MARK - LINE 10"	31,787.00	\$1.55	FOOT	\$49,269.85
J7780325	MULTI-POLY PAVT MARK - LINE 12"	8,336.00	\$2.45	FOOT	\$20,423.20
J7780330	MULTI-POLY PAVT MARK - LINE 24"	80.00	\$7.00	FOOT	\$560.00
J7780340	MULTI-POLY PAVT MARK - LETTERS 8FT	298.00	\$7.00	SF	\$2,086.00
J7780355	MULTI-POLY PAVT MARK - SYMBOLS LARGE	670.00	\$8.00	SF	\$5,360.00
J77801A1	GROOVE FOR REC PAVT MRK LINES - 5"	85,723.00	\$0.50	FOOT	\$42,861.50
J77801C1	GROOVE FOR REC PAVT MRK LINES - 7"	43,007.00	\$0.70	FOOT	\$30,104.90
J77801E1	GROOVE FOR REC PAVT MRK LINES - 11"	15,900.00	\$1.50	FOOT	\$23,850.00
J7783001	PVT. MKG. REM.	3,814.00	\$0.45	SF	\$1,716.30
J7783005	WATERBLASTING	135,849.00	\$0.75	SF	\$101,886.75
TOTAL BID					\$862,814.86
DBE PARTICIPATION					\$862,814.86

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

**PACKAGED QUOTE PLEASE CALL D2K TRAFFIC TO DISCUSS BEFORE SPLITTING OUT ANY ITEMS FROM PACKAGE**

QUOTE EXCLUSIONS: RAILROAD INSURANCE, PERFORMANCE & PAYMENT BONDS, PERMITS, FLAGS/FBS, TEMPORARY TRAFFIC SIGNALS, AUTOMATED FLAGGER DEVICES, ROADWAY REPAIRS, INCIDENTAL ADDITIONS TO TRAFFIC CONTROL, TEMPORARY LANE CLOSURES, CONCRETE BARRIER WALL, EXISTING SIGNAGE, REMOVING, RELOCATING, STORING, SIGN LOGS, COVERING AND/OR REPLACING, SIGNS REQUIRING FOUNDATION WORK, CORING, TRAFFIC CONTROL EQUIPMENT, DAILY MOVEMENT AND MAINTENANCE OF EQUIPMENT, OR SURVEILLANCE, TRUCK MOUNTED ATTENUATORS

PRICE FOR TEMPORARY LANE AND SHOULDER CLOSURES EACH:	MON-FRI	SAT-SUN	ADD MILES EA
SHOULDER CLOSURE 1 DIRECTION 1/2 MILE MAX LENGTH EACH	\$1,100.00	\$1,300.00	
1 LANE 1 DIRECTION 1 MILE MAX LENGTH EACH:	\$2,200.00	\$2,400.00	\$300.00 EACH
2 LANES 1 DIRECTION 1 MILE MAX LENGTH EACH:	\$2,500.00	\$2,800.00	\$300.00 EACH
ORT TOLL PLAZA CLOSURES:	\$1,200.00	\$1,400.00	
ON RAMP CLOSURE EACH:	\$550.00	\$700.00	
EXIT RAMP CLOSURE EACH:	\$700.00	\$900.00	
PARTIAL RAMP CLOSURE EACH:	\$800.00	\$1,000.00	
DBE FLAGGER STRAIGHT TIME EACH:	\$118.00	PER HOUR	
DBE FLAGGER OT AT 1.5 EACH:	\$155.00	PER HOUR	
WITH DRIVER	TRUCK MOUNTED ATTENUATORS:	\$160.00	HR W/4 HOUR MINIMUM
TMA TRUCK ONLY	TRUCK MOUNTED ATTENUATOR PER WEEK NO DRIVER:	\$3,500.00	PER WEEK

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

- \*PERMANENT PAVEMENT MARKING ARE BID FOR 15 MOBILIZATION.
- \*INDIVIDUAL LINE ITEMS MAY BE REMOVED FROM THIS QUOTE; ANY CHANGES MUST BE APPROVED BY ESTIMATOR
- \*PAVEMENT MARKING AND MARKERS REQUIRE ONE WEEK NOTICE FOR ALL OPERATIONS
- \*D2K REQUIRES A CLEAN, COMPLETE, AND EQUIPMENT/WORK FREE AREA
- \*CLEANING AND/OR TEMP TAPE REMOVAL WILL BE BILLED AS TIME & MATERIAL
- \*UNIT PRICES DO NOT INCLUDE TEMPORARY LANE CLOSURES (SEE OTHER EXCLUSIONS ABOVE)
- \*ALL REPAIRS DUE TO DAMAGE FROM THE GENERAL CONTRACTOR OR ITS SUBS' ACTIVITIES WILL BE BILLED AS TIME & MATERIAL
- \*ALL CONTROL POINTS MUST BE LOCATED BY THE OWNER, THE OWNER'S REPRESENTATIVE, OR THE GENERAL CONTRACTOR;
- \*DOCUMENTATION OF EXISTING PAVEMENT MARKINGS (IF REQUIRED) WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY

➕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>) ✕

# Unified Certification Program - Search

**Contractor Details**

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

Print

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

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

Mark Long

**Fax:** (630) 416-9710

1251 Frontenac Rd., Ste.

100

Naperville, IL 60563

**County:** DuPage

**Categories:** Construction, Supplier

**NAICS**

237310-Highway, Street, &  
Bridge Construction

561990-All Other Support  
Services

**Speciality**

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





CONTRACT # **RR-19-4487** DBE FIRM NAME: **Tamayo Cartage, Inc.**

CIRCLE ALL THAT APPLY: DBE  MBE  WBE  SBA  BIA

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

CHECK ALL THAT APPLY:

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

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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)
	Trucking/Hauling See Attached	372.34	\$94.00			
<b>TOTALS FOR THIS DBE FIRM:</b>				<b>\$35,000</b>		

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #J5671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

- PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
- COMMITMENT:** The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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 <b>Morayma DaSilva</b>	President	1/30/2020	Date
Contact: <b>William Charles Construction</b>	The		
Firm Name: <b>moraymadasilva@williamcharles.com</b>	Signature for DBE Contractor <b>Jose Tamayo</b>	President	01-30-2020
E-mail: <b>815-654-4700</b>	Contact: <b>Tamayo Cartage, Inc.</b>	The	Date
Phone: <b>833 Featherstone Rd. Rockford, IL 61107</b>	Firm Name: <b>Lupetamayo26@gmail.com</b>		
Address: <b>833 Featherstone Rd. Rockford, IL 61107</b>	E-mail: <b>847-366-1108</b>		
	Phone: <b>12750 Caledonia Rd Belvidere IL 61008</b>		
	Address: <b>12750 Caledonia Rd Belvidere IL 61008</b>		

Item #	Description
20200100	EARTH EXCAVATION
21400100	GRADING AND SHAPING DITCHES
44000100	PAVEMENT REMOVAL
44000300	CURB REMOVAL
44000500	COMBINATION CURB AND GUTTER REMOVAL
X4402720	GUTTER REMOVAL (SPECIAL)
X4403700	MEDIAN REMOVAL (SPECIAL)
Z0058668	GRADING AND SHAPING FORESLOPES
J1211110	TOPSOIL EXCAVATION AND PLACEMENT
J1406020	HOT-MIX ASPHALT SURFACE COURSE REPLACEMENT OVER PATCHES
J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80
J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70
J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL
J1440282	ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"
J1442464	CLASS D2 PATCHES, TYPE I, 10 INCHES
J1442468	CLASS D2 PATCHES, TYPE II, 10 INCHES
J1481040	AGGREGATE SHOULDERS, TYPE B
J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C
J1481110	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)
J1637302	CONCRETE BARRIER REMOVAL, SINGLE FACED REINFORCED
JS671020	MOBILIZATION, TOLLWAY (MODIFIED)
JT201940	SELECTIVE CLEARING (BRUSH REMOVAL)
JT202008	NON-SPECIAL WASTE DISPOSAL, TYPE 1
JT211A14	SUBGRADE AGGREGATE 15 IN.
JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL
JT900105	DITCH CLEANING
JT992200	GRADING AND EARTHWORK

 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>) 

# Unified Certification Program - Search

**Contractor Details**

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

Print

## Tamayo Cartage, Inc.

Jose G. Tamayo  
12750 Caledonia Rd.  
Belvidere, IL 61008

**County:** Boone

**Email:** Lupetamayo26@gmail.com

**Phone:** (847) 366-4524

**Fax:**

**Categories:** Trucking

NAICS	Speciality
484220-Specialized Freight (except Used Goods)	484220- TRUCKING
Trucking, Local	





CONTRACT #	RR-19-4487	DBE FIRM NAME:	MTC Moreno's Inc.
		CIRCLE ALL THAT APPLY:	<input checked="" type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBA 8(A)

CHECK ALL THAT APPLY:

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small>
VARIOUS	Contract Trucking Services	276.6	\$94.00			
<b>TOTALS FOR THIS DBE FIRM:</b>				\$26,000		

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

- PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
- COMMITMENT:** The undersigned certifies that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment 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: **Morayma Dasilva** Title: **President** Date: **01.30.20**

Contact: **William Charles Construction**

Firm Name: **Morayma Dasilva@williamcharles.com**

E-mail: **815-654-4700**

Phone: **833 Featherstone Rd., Rockford, IL 61107**

Address:

Signature for DBE Contractor: \_\_\_\_\_ Title: **President** Date: **1/29/2020**

Contact: **Humberto Moreno**

Firm Name: **MTC Moreno's Inc.**

E-mail: **mtcmorenosdispatch1@gmail.com**

Phone: **815-703-1082**

Address: **2804 Foliage Lane Rockford, IL 61109**



Item #	Description
20200100	EARTH EXCAVATION
21400100	GRADING AND SHAPING DITCHES
44000100	PAVEMENT REMOVAL
44000300	CURB REMOVAL
44000500	COMBINATION CURB AND GUTTER REMOVAL
X4402720	GUTTER REMOVAL (SPECIAL)
X4403700	MEDIAN REMOVAL (SPECIAL)
Z0058668	GRADING AND SHAPING FORESLOPES
J1211110	TOPSOIL EXCAVATION AND PLACEMENT
J1406020	HOT-MIX ASPHALT SURFACE COURSE REPLACEMENT OVER PATCHES
J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80
J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70
J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL
J1440282	ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"
J1442464	CLASS D2 PATCHES, TYPE I, 10 INCHES
J1442468	CLASS D2 PATCHES, TYPE II, 10 INCHES
J1481040	AGGREGATE SHOULDERS, TYPE B
J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C
J1481110	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)
J1637302	CONCRETE BARRIER REMOVAL, SINGLE FACED REINFORCED
JS671020	MOBILIZATION, TOLLWAY (MODIFIED)
JT201940	SELECTIVE CLEARING (BRUSH REMOVAL)
JT202008	NON-SPECIAL WASTE DISPOSAL, TYPE 1
JT211A14	SUBGRADE AGGREGATE 15 IN.
JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL
JT900105	DITCH CLEANING
JT992200	GRADING AND EARTHWORK

⊕ View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>)

# Unified Certification Program - Search

**Contractor Details**

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

Print

## **MTC Moreno's, Inc.**

Humberto Moreno  
2804 Foliage Ln.  
Rockford, IL 61109

**County:** Winnebago

**Email:** [moreno.humberto986@yahoo.com](mailto:moreno.humberto986@yahoo.com)

**Phone:** (815) 703-1082

**Fax:** (815) 516 0174

**Categories:** Trucking

## **NAICS**

484220-Specialized Freight  
(except Used Goods)  
Trucking, Local

## **Speciality**

484220- TRUCKING

CONTRACT # **RR-19-4487** DBE FIRM NAME: **Sonican Trucking Inc**

CIRCLE ALL THAT APPLY:  DBE  MBE  WBE  SBA  SEA  SBE

PRIME  PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 50% of contract amount if firm is a SUPPLIER)</small>
	Trucking/Hauling	279.15	\$91.35			
	See Attached					
<b>TOTALS FOR THIS DBE FIRM:</b>				<b>\$25,500</b>		<b>0</b>

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

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

Signature for Prime Contractor: **Morayma DaSilva** Title: **President** Date: **1/30/2020**

Contact: **Morayma DaSilva** Title: **President** Date: **01/29/2020**

Firm: **William Charles Construction**

Email: **moraymadasilva@williamcharles.com**

Phone: **815-654-4700**

Address: **833 Featherstone Rd. Rockford, IL 61107**

Contact: **Miguel A. Canine**

Firm: **Sonican Trucking Inc**

Email: **Sonicantrucking@yahoo.com**

Phone: **630-617-5670**

Address: **707 N. York St. Suite 103 Elmhurst, IL 60126**

Item #	Description
20200100	EARTH EXCAVATION
21400100	GRADING AND SHAPING DITCHES
44000100	PAVEMENT REMOVAL
44000300	CURB REMOVAL
44000500	COMBINATION CURB AND GUTTER REMOVAL
X4402720	GUTTER REMOVAL (SPECIAL)
X4403700	MEDIAN REMOVAL (SPECIAL)
Z0058668	GRADING AND SHAPING FORESLOPES
J1211110	TOPSOIL EXCAVATION AND PLACEMENT
J1406020	HOT-MIX ASPHALT SURFACE COURSE REPLACEMENT OVER PATCHES
J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80
J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70
J1440010	CONCRETE MEDIAN BARRIER AND BASE REMOVAL
J1440282	ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"
J1442464	CLASS D2 PATCHES, TYPE I, 10 INCHES
J1442468	CLASS D2 PATCHES, TYPE II, 10 INCHES
J1481040	AGGREGATE SHOULDERS, TYPE B
J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C
J1481110	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)
J1637302	CONCRETE BARRIER REMOVAL, SINGLE FACED REINFORCED
J5671020	MOBILIZATION, TOLLWAY (MODIFIED)
JT201940	SELECTIVE CLEARING (BRUSH REMOVAL)
JT202008	NON-SPECIAL WASTE DISPOSAL, TYPE 1
JT211A14	SUBGRADE AGGREGATE 15 IN.
JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL
JT900105	DITCH CLEANING
JT992200	GRADING AND EARTHWORK

**+** View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>) ✕

# Unified Certification Program - Search

**Contractor Details**

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

Print

## Sonican Trucking, Inc.

Miguel Cantoral  
707 N. York St., Ste. 103  
Elmhurst, IL 60126

**County:** Cook

**Email:** onicantruck04@yahoo.com

**Phone:** (630) 617-5670

**Fax:** (630) 617-5735

**Categories:** Construction, Trucking

<b>NAICS</b>	<b>Speciality</b>
237310-Highway, Street, & Bridge Construction	237310- EXCAVATING & GRADING - CONSTRUCTION
484220-Specialized Freight (except Used Goods) Trucking, Local	484220- TRUCKING





CONTRACT # RR-19-4487 DBE FIRM NAME: M501 Trucking, Inc.

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

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

CHECK ALL THAT APPLY:

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 50% of contract amount if firm is a SUPPLIER)
	See Attached Trucking/Hauling	279.15	\$91.35			
				TOTALS FOR THIS DBE FIRM:		\$25,500

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

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

Signature for Prime Contractor: \_\_\_\_\_ Title: President Date: 1/30/2020

Contact: Morayma DaSilva Signature for DBE Contractor: \_\_\_\_\_ Title: President Date: 1/27/2020



Firm Name: William Charles Construction Firm Name: Rosemary Garfias

E-mail: Moraymasilva@williamcharles.com E-mail: rosemary.garfias@m501trucking.com

Phone: 815-654-4700 Phone: (773) 627-6498

Address: 833 Featherstone Rd. Rockford, IL 61107 Address: 193 N Waters Edge Dr. Glendale Heights, IL 60139

Item #	Description
20200100	EARTH EXCAVATION
21400100	GRADING AND SHAPING DITCHES
44000100	PAVEMENT REMOVAL
44000300	CURB REMOVAL
44000500	COMBINATION CURB AND GUTTER REMOVAL
X4402720	GUTTER REMOVAL (SPECIAL)
X4403700	MEDIAN REMOVAL (SPECIAL)
Z0058668	GRADING AND SHAPING FORESLOPES
J1211110	TOPSOIL EXCAVATION AND PLACEMENT
J1406020	HOT-MIX ASPHALT SURFACE COURSE REPLACEMENT OVER PATCHES
J1406048	STONE MATRIX WARM MIX ASPHALT SURFACE FRICTION COURSE, IL12.5 N80
J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70
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J1440282	ASPHALT PATCHING OF MAINLINE OVERLAYS, 2"
J1442464	CLASS D2 PATCHES, TYPE I, 10 INCHES
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J1481040	AGGREGATE SHOULDERS, TYPE B
J1481070	AGGREGATE SHOULDERS SPECIAL, TYPE C
J1481110	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B
J1482104	WARM-MIX ASPHALT SHOULDERS (6 IN.)
J1637302	CONCRETE BARRIER REMOVAL, SINGLE FACED REINFORCED
J5671020	MOBILIZATION, TOLLWAY (MODIFIED)
JT201940	SELECTIVE CLEARING (BRUSH REMOVAL)
JT202008	NON-SPECIAL WASTE DISPOSAL, TYPE 1
JT211A14	SUBGRADE AGGREGATE 15 IN.
JT415010	AGGREGATE FOR BASE COURSE RESTORATION, SPECIAL
JT900105	DITCH CLEANING
JT992200	GRADING AND EARTHWORK

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# Unified Certification Program - Search

**Contractor Details**

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

Print

## **M501 Trucking, Inc.**

Rossemary Garfias  
 193 N. Waters Edge Dr.,  
 Unit 101  
 Glendale Heights, IL  
 60139

**County:** DuPage

**Email:** m501trucking@yahoo.com

**Phone:** (773) 627-6498

**Fax:**

**Categories:** Trucking

### **NAICS**

484220-Specialized Freight  
 (except Used Goods)  
 Trucking, Local

### **Speciality**

484220- TRUCKING





CONTRACT # RR-19-4457

DBE FIRM NAME: Anderson Environmental Co.  
CIRCLE ALL THAT APPLY: DBE  MBE  WBE  SBA (8A)

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

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

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)
66900530	Soil Disposal Analysis	2	1,950.00	3,900.00		
66901002	On-Site Monitoring of Regulated Substances	10	850.00	8,500.00		
TOTALS FOR THIS DBE FIRM:				12,400.00		



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

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

Date: 1/30/2020  
 Contact: Morayma DaSilva  
 Phone: 815-654-4700  
 Firm Name: William Charles Construction  
 Address: 833 Featherstone Rd. Rockford, IL 61107

Signature for DBE Contractor: [Redacted]  
 Title: President  
 Date: 01-30-2020  
 Contact: Jeff Anderson  
 Phone: 815-982-0000 Ext. 170  
 Firm Name: Anderson Environmental Co.  
 Address: 207 N. 8th Street, Rockford, IL 61107-4171

 View up to date information on how Illinois is handling the Coronavirus Disease 2019 (COVID-19) from the Illinois Department of Public Health (<http://www.dph.illinois.gov/topics-services/diseases-and-conditions/diseases-a-z-list/coronavirus>) 

# Unified Certification Program - Search

**Contractor Details**

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

Print

**Anderson Environmental Co**  
 Jennifer Anderson  
 201 N. 6th Street  
 Rockford, IL 61107-0000

**Email:** [janderson@andenv.com](mailto:janderson@andenv.com)  
**Phone:** 815-962-9000  
**Fax:** 815-962-7978

**County:** Winnebago

**Categories:** Professional

<b>NAICS</b>	<b>Speciality</b>
541620 - Environmental consulting services	541620-ENVIRONMENTAL CONSULTING 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.cookcountyil.gov/mbewbevbe-directory/>
- Small Business Administration's SBA 8(a) Directory:  
[http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)

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

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

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

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

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

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

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

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



# DBE FORM 2023

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

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

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

Bidder name: \_\_\_\_\_

Contact person: \_\_\_\_\_

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

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

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

**Print Name:** \_\_\_\_\_

**Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_

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

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

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



# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## FORM 2024 - DBE Trucking Reporting and Verification Form

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

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

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

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

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

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

- (j) Total value of payments received for trucks owned and operated by this DBE trucker \_\_\_\_\_
- (k) Total value of payments received for trucks leased and operated by another DBE trucker \_\_\_\_\_
- (l) Total value of payments received for trucks leased from a Non-DBE trucker \_\_\_\_\_

	Number of Trucks
a. _____	
b. _____	
c. _____	

- (m) Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.

- (n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up) \_\_\_\_\_
- (o) Total DBE Trucking Participation Based on DBE Special Provision VII.A.  \$ \_\_\_\_\_  
Sum of a, b & d above

- (p) \_\_\_\_\_  
Signature of DBE Sub-Contractor Authorized Agent
- (q) \_\_\_\_\_  
Printed Name
- \_\_\_\_\_ Date
- \_\_\_\_\_ Title

I certify that I have read and understood the information provided by this form and that all of the foregoing information submitted in this affidavit are true and correct to the best of my knowledge, as of the stated date(s), and that all responses are full and complete, omitting no material information. I authorize the Illinois State Toll Highway Authority to make inquiries to verify the accuracy of the statements made. I understand that a material or false statement or omission made in connection with this application may be sufficient cause for revocation of a prior DBE certification, initiation of suspension or debarment proceedings, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Signature /Date of Construction Manager (CM)

Diversity Verification  
Initials / Date



**ISTHA DBE Final Payment Report – DBE Form 2115**

**General Information**

1	Report Date:	
2	Contract No.:	
3	Reporting Period:	Through

**Prime Contractor Information**

4	Prime Contractor:	
5	Address:	
6	Telephone:	

**Subcontractor Information**

7	Subcontractor:	
8	Address:	
9	Telephone:	

**Subcontractor Payment**

13	Payment Earned during Contract:	
14	Adjustments:	
15	Payment Recvd to date:	
16	Payment withheld due to delinquent debt:	
17	Balance Due:	

**Subcontractor Work during Contract:**

Pay Item No.	Pay Item Description	Quantity	Unit	Unit Price	Total Amount	Partial Pay Item Descr. (if app.)	Total Earned by Subcontractor
(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)
<b>(26) Sum:</b>							
<b>(27) Explanations</b>							

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

**Prime Contractor**

28	Name of Agent:	
29	Title of Agent:	
30	Signature of Agent:	
31	Date of Signature:	

**Subcontractor**

32	Name of Agent:	
33	Title of Agent:	
34	Signature of Agent:	
35	Date of Signature:	



## Capture Application Request for Log-in/Password

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

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

Construction Manager       Prime Contractor

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

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

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

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

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

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

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

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

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

Affidavit: <i>For and on behalf of</i> _____ <div style="text-align: right;">(Printed Company Name)</div> I, _____, its duly authorized agent with full power <div style="text-align: center;">(Printed Name of Agent)</div> and Tollway to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.	
Title of Agent:	
Signature of Agent:	
Date of Signature:	

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

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

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

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

Women: at least 6.9 percent for all contracts.

Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 6.3%.

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-19-4487

Prime: William Charles Construction Company, LLC

Date: 1/30/2020

**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			
	M	F	BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES	
			M	F	M	F	M	F	M	F	M	F
Officials (Manager)												
Supervisors												
Foremen	3											
Clerical												
Equipment Operators	15	1										
Mechanics	1											
Truck Drivers	14		1		4							
Ironworkers	1											
Carpenters	1											
Cement Masons	2											
Electricians	3											
Pipefitters, Plumbers												
Painters												
Laborers, Semi-Skilled	4											
Laborers, Unskilled	7	3										
<b>TOTAL</b>	<b>51</b>	<b>4</b>	<b>1</b>		<b>4</b>							

**TABLE B**

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F
3			
15	1		
1			
14		5	
1			
1			
2			
3			
4			
7	3		
<b>51</b>	<b>4</b>	<b>5</b>	

**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	1							
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.

**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) 0 new hires would be recruited from the area in which the contract project is located; and/or (number) 0 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) 20 persons will be directly employed by the prime contractor and that (number) 35 persons will be employed by subcontractors.

Company William Charles Construction Company, LLC Telephone Number (815) 654-4700  
833 Featherstone Road  
Address Rockford, IL 61107

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

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

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

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





## STATE OF ILLINOIS

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

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

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **Veteran Small Business** participation goal of **2.5%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

**The Veteran Small Business participation goal is applicable to all bids or offers.** In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

**The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project except when the firm is bidding the contract as the Prime Vendor, is certified as both a DBE and VOSB and will commit to meeting the two goals by self-performing the same or greater percentage of work under the contract as the DBE and VOSB goals added together.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.**

- Utilization Plan (Form 2026) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025) for each Veteran firm listed on the Form 2026 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the VOSB Form 2025 by 5:00 p.m. on the fifth calendar day after bids are due. In no case should a contractor remove, replace, or reduce the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB.** Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and

equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
    - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.
    - 5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.
  - 5.2. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.3. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**

- 5.4.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
- 5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.5.** Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.6.** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- 5.7.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

- 6. Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If Vendor cannot meet the stated goal,

Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

- 6.1.** In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other Bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- 6.2.** If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- 6.3.** If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

- 7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 7.1.** The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
- 7.2. Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
- 7.3.** Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
- 7.3.1. Unavailability after receipt of reasonable notice to proceed;
  - 7.3.2. Failure of performance;
  - 7.3.3. Financial incapacity;
  - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or bid price or scope;
  - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4.** If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.5.** Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8.** Veteran payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Diversity Payment Reporting Instructions posted on the Tollway's website.

After the performance of the final item of work or delivery of material by a VOSB/SDVOSB and final payment to the VOSB/SDVOSB 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 VOSB/SDVOSB Final Payment Report on ISTHA 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 VOSB/SDVOSB, the Report shall indicate whether a disagreement concerning the final payment exists between the contractor and the VOSB/SDVOSB or if the contractor believes that the VOSB/SDVOSB's work has not been satisfactorily completed.

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: 1/30/2020  
 To: Contact Name: Morayma Da Silva  
 Contractor Company Name: William Charles Construction Company, LLC  
 From: Graciela Perez  
 DBE Project Specialist

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

<b>Subject:</b>	<b>VOSB Plan Review</b>	<b>Date Original Plan Submitted:</b>	1/30/2020	<b>Revision #</b>	0
<b>Contract #</b>	RR-19-4487	<b>Established VOSB Goal:</b>	2.50 %		
<b>Contract Description:</b>	Westbound Pavement and Structural Preservation and Rehabilitation and Toll Plaza 2 Improvements, Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge (Mile Post 2.6 To Mile Post 18.3)				

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		\$4,593,966.62							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Schroeder Asphalt Services, Inc.	SB	VOSB	Rotomilling	\$147,624.75	\$147,624.75	3.21 %	CMS	M	Caucasian
<b>Total # of subcontracts: 1</b>				<b>TOTAL</b>	<b>\$147,624.75</b>	<b>3.21 %</b>			
<b>Total # of subcontractors: 1</b>				<b>Total %</b>	<b>3.21 %</b>	<b>3.21 %</b>			





ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
VOSB FORM 2026 - UTILIZATION PLAN

CONTRACT NUMBER:  
RR-19-4487

PRIME CONTRACTOR: William Charles Construction Company, LLC  
CONTACT NAME: Morayma Da Silva  
CONTACT PHONE NUMBER: (815) 636-3019  
CONTACT E-MAIL: Morayma.DaSilva@williamcharles.com

Check one:

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

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

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

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

Instructions to Bidders:

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

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
Schroeder Asphalt Services, Inc.	Rotomilling	147,624.75
TOTAL		147,624.75

For e-bid: the submission of form 2026 constitutes signature of this form. For hardcopy: signature required.

Signature



1/30/2020

Date

Illinois State Toll Highway Authority "ISTHA"

VOSB FORM 2025 - VOSB PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # **RR-19-4487**

VOSB FIRM NAME: **Schroeder Asphalt Services, Inc.**

CIRCLE ALL THAT APPLY:  VOSB  SOWSB

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

CHECK ALL THAT APPLY:

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@get.iss.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 (\$) <small>(Reduce to 60% of contract amount if firm is a SUBPLIER)</small>
	Please see attached			\$147,624.75		
TOTALS FOR THIS VOSB FIRM:				\$147,624.75		

\*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 #5671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

Signature for Prime Contractor: **Morayma DaSilva** Title: **President** Date: **01.30.20**

Signature for VOSB Contractor: **Grace Foss** Title: **Corp. Secretary** Date: **1/29/2020**

Contract: **Morayma DaSilva**

Firm Name: **William Charles Construction**

E-mail: **morayma.dasilva@williamcharles.com**

Phone: **815-654-4700**

Address: **833 Featherstone Rd., Rockford, IL 61107**

Contract: **Grace Foss**

Firm Name: **Schroeder Asphalt Services, Inc.**

E-mail: **grace@schroederasphalt.com**

Phone: **815/923-4380**

Address: **P.O. Box 831, Huntley, IL 60142**

# SCHROEDER

## ASPHALT SERVICES, INC.

P.O. BOX 831  
HUNTLEY, IL. 60142

OFFICE 815-923-4380  
FAX 815-923-4389

### PROPOSAL

DATE: January 29, 2020  
ESTIMATOR: BRENT SCHROEDER

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_  
ATTN: ESTIMATING  
PROJECT: ISTHA RR-19-4487

PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Cell#: \_\_\_\_\_

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	44000158	HMA SURFACE REMOVAL, 2-1/4"	SQYD	18,600	\$ 4.00	\$ 74,400.00
*	44000161	HMA SURFACE REMOVAL, 3"	SQYD	7,011	\$ 5.25	\$ 36,807.75
*	J1440030	PAVED SHOULDER REMOVAL, VARIABLE DEPTH	SQYD	147	\$ 35.00	\$ 5,145.00
*	J1440227	HMA REMOVAL OVER PATCHES, 2"	SQYD	2,606	\$ 12.00	\$ 31,272.00
<b>TOTAL</b>						<b>\$ 147,624.75</b>

**EXCLUDES:**  
QC Testing, Layout, Traffic Control & Protection,  
Flaggers, Permits and Restoration.

**NOTES:**  
DUMP FOR MILLINGS PROVIDED BY GENERAL CONTRACTOR  
ONE MOBILIZATION PER LINE ITEM  
CAN PICK & SELECT ONLY PAY ITEMS NEEDED. YOU DO NOT HAVE TO SELECT ALL PAY ITEMS LISTED.  
(NOT A PACKAGE BID)

Schroeder Asphalt Services, Inc. is now certified as a  
**PBE (Disability Business Enterprise)** and a  
**SDVOSB (Service Disabled Veteran Owned Small Business)**  
Certification Letters Available on Request.

\_\_\_\_\_  
  
\_\_\_\_\_  
SCHROEDER ASPHALT SERVICES, INC.

\_\_\_\_\_  
DATE  
  
\_\_\_\_\_  
DATE



## Certified Profile

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

BUSINESS NAME	<b>Schroeder Asphalt Services, Inc.</b>	
OWNER	Mr. Ronald Schroeder	
ADDRESS	P.O. Box 831, Huntley, IL 60142 11022 S. Grant Hwy., Marengo, IL 60152 (physical) Huntley, IL 60142	<a href="#">Map This Address</a>
PHONE	815-923-4380	
FAX	815-923-4389	
EMAIL	<a href="mailto:karen@schroederasphalt.com">karen@schroederasphalt.com</a>	
WEBSITE	<a href="http://www.schroederasphalt.com">www.schroederasphalt.com</a>	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	McHenry (IL)	

**Certification Information**

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	PBE - Persons with Disability Business Enterprise
RENEWAL DATE	9/16/2020
EXPIRATION DATE	9/16/2023
CERTIFIED BUSINESS DESCRIPTION	NIGP 75510 Asphalt Distributors, Levelers, Mixers, Crack Sealing Equipment, etc. (See 755-40 for Tools) NIGP 91238 Construction Services, Hazardous Waste (Incl, Site Management) NIGP 91244 Excavation Services NIGP 91484 Trade Services, Construction (Not Otherwise Classified) NIGP 96154 Milling Services: Asphalt, Grain, Cottonseed, Vegetable, Wood, etc. NIGP 96839 Excavating

**Commodity Codes**

Code	Description
NIGP 75510	Asphalt Distributors, Levelers, Mixers, Crack Sealing Equipment, etc. (See 755-40 for Tools)
NIGP 91238	Construction Services, Hazardous Waste, Including Site Management
NIGP 91244	Excavation Services
NIGP 91484	Trade Services, Construction, (Not Otherwise Classified)

NIGP 96154      Milling Services: Asphalt, Grain, Cottonseed, Vegetable, Wood, etc.

NIGP 96839      Excavating

**Additional Information**

REGION                              Northern Illinois



## 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 Tollway to provide above information**

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

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

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



# VOSB FORM 2023

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

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

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

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

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached

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

**Print Name:** \_\_\_\_\_

**Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_

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

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

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



# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## SPECIAL PROVISION

### FOR

## BID CREDIT INCENTIVE PROGRAMS

### 1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

The Tollway offers programs allowing a contractor or subcontractor/fabricator to earn Bid Credits to be used toward future Tollway construction bids. A Bidder can then apply its Bid Credits to a maximum Bid Credit CAP assigned by the Tollway to each contract in order to lower their bid amount and increase the chances of winning the contract as the low bidder.

Use of Bid Credits from the Bid Credit Incentive Programs is applicable only to construction projects advertised by the Tollway for public bidding.

Current Tollway Bid Credit Programs are:

- ConstructionWorks (CW) Program: encouraging contractors to employ and retain qualified and eligible CW individuals enrolled in the CW Program, including African Americans, Asians, Hispanic, Ex-offenders, exonerated individuals, Females, Veterans and other traditionally underserved populations.
- Earned Credit Program (ECP): encouraging contractors to employ and retain qualified and eligible Workforce Innovation and Opportunity Act eligible individuals, including African Americans, Asians, Hispanic, Ex-offenders, exonerated individuals, Females, Veterans and other traditionally underserved populations.
- Partnering for Growth – Construction (P4G-Con): encouraging contractors to mentor a Disadvantaged Business Enterprise or Veteran-owned Small Business protégé firm.

For more information, reference the Operational Guide for each program on the Tollway's website, <https://www.illinoistollway.com/doing-business/diversity-development/programs>.

### 2. DEFINITIONS

*Active Bid Credit Certificate Register:* Listing of all active Bid Credit Certificates for all Bid Credit programs indicating certificate number, value, owner and issue date.

*Active Bid Credits:* Bid Credits available for submission and utilization on a construction bid.

*Award Criteria:* Contractor's Base Bid minus Bid Credit submitted subject to the Bid Credit Cap identified for each solicitation.

*Base Bid:* The bid amount prior to applying Bid Credits Submitted.

*Bid Credit:* Virtual dollar credits earned through a Tollway BID CREDIT Program.

*Bid Credit Allocation:* When Bid Credits Submitted by a prime contractor and subcontractor/fabricator are applied proportionally to the total of all the Bid Credits originally submitted with the bid.

*Bid Credit Cap:* A contract-specific limit as determined by an approved Tollway formula on the amount of Active Bid Credits that can be applied as Bid Credits. Any Bid Credits Submitted above and beyond the Bid Credit Cap will not be considered.

*BID CREDIT CERTIFICATE*: A numbered document that identifies certificate number, value, owner and issue date.

*BID CREDITS SUBMITTED*: BID CREDITS included in a construction bid as evidenced by a Bid Credit Certificate. The total amount of the certificate(s) will be considered as tendered unless otherwise indicated on the physical certificate.

*BID CREDITS UTILIZED*: The amount of BID CREDITS required to establish the apparent low Bidder based on the difference between the award criteria of the lowest Bidder and the next apparent low Bidder plus \$1.00 of BID CREDIT.

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

TOLLWAY: The Illinois State Toll Highway Authority.

### **3. EARNING BID CREDITS**

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

### **4. BIDDING PROCEDURES**

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

4.1 Each bid solicitation will have a contract-specific total Bid Credit Cap as determined by the approved Tollway formula on the amount of Bid Credit that can be applied.

4.2 Any credits applied above and beyond the Bid Credit Cap will not be considered.

4.3 If needed, contractors can check the appropriate ACTIVE Bid Credit Certificate REGISTER on the TOLLWAY's website to ensure Bid Credit Certificate 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 Credit UTILIZED to become or remain the successful Bidder will become unavailable for inclusion in any other bid at the time the Bidder's AWARD CRITERIA is deemed the lowest responsive and responsible bid.
- 4.8 The Bid Credit Certificate (s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a Bid Credit Certificate (s) to the contractor, or subcontractor/fabricator if applicable.

## **5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION**

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

- Ensure that the Bid Credit Certificate is in active mode, which can be done through checking the Active Bid Credit Certificate Register on the Tollway's website ([www.illinoistollway.com](http://www.illinoistollway.com) and click on "Doing Business") prior to submitting a Bid Credit Bid Credit Certificate in a Tollway bid solicitation;

5.4.4 Ensure that the total amount of Bid Credit Certificates does not exceed the contract-specific total Bid Credit Cap. In the event of a successful bid, excess credits shall be returned via Bid Credit Allocation in proportion to what was originally submitted by the prime(s) and subcontractor/fabricator(s).

5.4.5 Insert a copy of this Tollway Special Provision for Bid Credit incentive programs in each and every subcontract or joint venture agreement under this contract and it shall become a material term of the subcontracts.

5.5 Bid Credits Submitted by the prime contractor, joint venture partner(s) and/or subcontractor/fabricator(s) are applied via Bid Credit Allocation, proportionally to the amounts originally submitted on the bid.

## **6. LONGEVITY OF BID CREDIT CERTIFICATES**

6.1 Unused Bid Credits do not expire.

6.2 Bid Credits will become Inactive Bid Credits once utilized in a successful bid.

6.3 Should the same Bid Credit Certificate be submitted in multiple bids on the same date:

- Where multiple solicitations have the same bid opening date, the Tollway will typically open bids in numerical order with the lowest project number per the last four digits of the contract being opened first.
- The first bid opened containing the Bid Credit Certificate will be considered for bid.
- All other bids containing a duplicate Bid Credit Certificate will be placed in a suspended mode until the award recommendation of the prior bid(s) has been issued.
- Until such time of award recommendation, all duplicate Bid Credit Certificates will be Inactivated as applicable and the remaining Bid Credit(s) and Award Criteria will be recalculated for subsequent bids.

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

6.4 As stated in Section 4.8 above, the Bid Credit Certificate (s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a revised Bid Credit Certificate (s) to the contractor or subcontractor/fabricator if applicable.

## **7. FRAUDULENT USE OF BID CREDIT CERTIFICATES**

Any contractor who knowingly submits an Inactive Bid Credits shall be permanently barred from participating in any Tollway Bid Credit program.

Any contractor who submits a subcontractor/fabricator's Bid Credit Certificate without the permission of the subcontractor/fabricator and/or without committing to utilizing the subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in any Tollway Bid Credit program.

The Tollway may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.



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

**ILLINOIS TOLLWAY CONTRACT NO.:** RR-19-4487  
**CONTRACTOR/CONSULTANT NAME:** William Charles Construction Company, LLC

**1. PAYMENT TERMS AND CONDITIONS:**

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

- 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 Tollway, 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 TOLLWAY:** 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 vendor agrees to report to the Tollway as soon as practically possible, but no later than twenty-one (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 twenty-one (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**

William Charles Construction Company, LLC

\_\_\_\_\_ agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	<b>STANDARD TERMS AND CONDITIONS</b>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	None
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> State the new additional term or condition.
	None

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

Agreed: William Charles Construction Company, LLC	Agreed:
By: Ben Holmstrom	By:
Signed: _____	Signed:
Position: President	Position:
Date: 1/30/2020	Date:



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

**Date:** 1/30/2020 **Project Number:** RR-19-4487

**Project Name:** Westbound Pavement and Structural Preservation and Rehabilitation and Toll Plaza 2 Improvements - Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge Mile Post 2.6 to Mile Post 18.3

**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:** William Charles Construction Company, LLC

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

**E-Mail:** estimating@williamcharlesconstruction.com

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

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

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

**Signature:** [REDACTED]  
**Printed Name:** Ben Holmstrom, President

**Date:** 1/30/2020

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT

William Charles Construction Company, LLC  
 Subcontractor Information/Delinquent Debt Review  
 Contractor  
 Sub Contractor  
 FEIN

Contract: RR-19-4487  
 Westbound Jane Addams Memorial Tollway (I-90)  
 Rockton Road to Kishwaukee River Bridge

Sub-Contractor(s)	Sub-Contractor(s) FEIN	Address	General Type of Work	Amount to be Paid (to extent known)
MTC MORENO		2804 FOLIAGE LANE ROCKFORD IL 61109	Trucking	\$ 26,000.00
M501 Trucking Inc		193 N Waters Edge Drive Glendale Heights IL 60139	Trucking	\$ 25,500.00
TAMAYO CARTAGE, INC.		12750 CALEDONIA ROAD CALEDONIA IL 61008	Trucking	\$ 35,000.00
SONICAN TRUCKING, INC.		824 S. ELLSWORTH AVE ADDISON IL 60101	Trucking	\$ 25,500.00
ANDERSON ENVIRONMENTAL & ENGINEERING		201 N. 6TH STREET ROCKFORD IL 61107	Soil Analysis	\$ 12,400.00
ARTEAGA LANDSCAPES, LLC		2413 PERIWINKLE WAY ROUND LAKE BEACH IL 60073	Landscaping	\$ 166,825.68
INDUSTRIAL FENCE INC		1300 S KILBOURN AVE CHICAGO IL 60623	Guardrail	\$ 40,960.03
D2K TRAFFIC EQUIPMENT & DESIGN, LLC		1251 FRONTENAC ROAD NAPERVILLE IL 60563	Traffic Control, Striping & Signs	\$ 862,814.86
Schroeder Asphalt Services		P.O. Box 831 Huntley IL 60142	Rotomilling	\$ 147,624.75
COUNTRYMAN, INC.		P. O. BOX 2302 LOVES PARK IL 61131	Crack Control	\$ 136,535.00
KUJO INC		5303 JOHNSBURG RD JOHNSBURG IL 60051	Signs - Overhead	\$ 625,152.80
Micro-Surfacing Contractors LLC		127 Fauber Road East Peoria IL 61611	Micro Surfacing	\$ 514,839.99
PROTACK		PO BOX 649 MORRIS IL 60450 00	Crack Control - LJS	\$ 35,871.73
S.JOSTROM & SONS INC		1129 HARRISON AVE ROCKFORD IL 61125	Concrete	\$ 403,100.00



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### LLC File Detail Report

File Number	01406027
Entity Name	WILLIAM CHARLES CONSTRUCTION COMPANY, LLC
Status	ACTIVE

<b>Entity Information</b>
Principal Office 833 FEATHERSTONE ROAD ROCKFORD, IL 61107
Entity Type LLC
Type of LLC Domestic
Organization/Admission Date Tuesday, 25 January 2005
Jurisdiction IL
Duration Sunday, 31 December 2045

**Agent Information****Name**

BEN HOLMSTROM

**Address**833 FEATHERSTONE RD.  
ROCKFORD , IL 61107**Change Date**

Thursday, 13 December 2018

**Annual Report****For Year**

2020

**Filing Date**

Thursday, 12 December 2019

**Managers****Name****Address**IEA ENERGY SERVICES LLC  
6325 DIGITAL WAY, SUITE 460  
INDIANAPOLIS, IN 46278**Assumed Name****ACTIVE**

WILLIAM CHARLES ELECTRIC, LLC

**INACTIVE**

WILLIAM CHARLES/RAGNAR RAIL, LLC

**INACTIVE**

RAGNAR BENSON RAIL CONSTRUCTION, LLC



INACTIVE WILLIAM CHARLES/RAGNAR BENSON RAIL CONSTRUCTION, LLC
INACTIVE WILLIAM CHARLES RAIL
INACTIVE WILLIAM CHARLES ELECTRIC, LLC
INACTIVE WILLIAM CHARLES CONSTRUCTION COMPANY
INACTIVE WILLIAM CHARLES CONSTRUCTION
INACTIVE WILLIAM CHARLES CONSTRUCTION COMPANY, LLC, A ROCKFORD BLACKTOP COMPANY

<b>Old LLC Name</b>
04/11/2005 RBT PAVING & EXCAVATING COMPANY, LLC

<b>Series Name</b>
NOT AUTHORIZED TO ESTABLISH SERIES

[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)

This information was printed from [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com), the official website of the Illinois Secretary of State's Office.

Mon Mar 23 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 14:53 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

William Charles Construction  
Company, LLC

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:03 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.

\*

Anderson Environmental  
Co.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:01 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.

\*

Arteaga Landscapes & Erosion  
Control, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 16:17 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.

\*

Countryman, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:05 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.

\*

D2K Traffic Safety, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:06 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.

\*

Industrial Fence, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:08 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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M501 Trucking, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 16:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Microsurfacing Contractors,  
LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:09 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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MTC Moreno's, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:38 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ProTack, LLC

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:14 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Schroeder Asphalt Services,  
Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 16:15 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

Sjostrom & Sons, Inc

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\*\*\*[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Sonican Trucking, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:40 03/23/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 03/23/20 AT 15:13 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.

\*

Tamayo Cartage, Inc.

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH





**Substance Abuse Preventio  
Program Certificatio  
Public Act 95-063**

Contract # RR-19-4487 Today's Date 1/30/2020

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 Preventio as provided for in the Act and will submit the same to the Tollway prior to issuance of an Authorization to Proceed.

William Charles Construction Company, LLC

Ben Holmstrom, President

Contractor

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:

Business Name: William Charles Construction Company, LLC

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<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation  |
|  | <input checked="" type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

Ben Holmstrom, President

Date: January 30, 2020

File Number

0140602-7



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

WILLIAM CHARLES CONSTRUCTION COMPANY, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JANUARY 25, 2005, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 2000602428 verifiable until 01/06/2021  
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 6TH  
day of JANUARY A.D. 2020 .**

*Jesse White*

SECRETARY OF STATE

# Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14686

**William Charles Construction Company,  
LLC**

833 Featherstone Road

Rockford IL 61107

Information for this business last updated on:

Monday, November 5, 2018

Certificate produced on Monday, January 6, 2020 at 1:37 PM



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

BidBuy Reference #: 20-557THA-ENGCO-B-12133 Procurement/Contract #: RR-19-4487

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 an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor 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 an active State of Illinois Vendor Registration Number.

To ensure that you have an active 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 an active IPG registration.

State of Illinois Vendor Registration Number: IPG-0351457

IPG Expiration Date: 12/9/2020

**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.

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

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:

**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 #
IDOT	N. Main St Reconst.	Awarded	\$31,989,626	64C21
ISTHA	M-7 Yard	Awarded	\$25,795,281	RR-16-4258
ISTHA	I-88 IL 251 to Annie Glidden	Awarded	\$48,560,404	RR-16-4253
IDOT	US 20 & S. Main Interchange	Awarded	\$24,199,990	64B87
IDOT	Peace Rd & IL 64	Awarded	\$2,164,845	87704
IDOT	Plank Road	Awarded	\$1,758,430	87705
IDOT-Division of Aeronautics	Albertus Airport	Awarded	\$872,387	FR042
Chicago/Rkfd International Airport	Runway 7/25 Taxi G	Awarded	\$8,692,739	
IDOT	Guardrail & HMA Various Locations Winnebago Co.	Awarded	\$1,012,075.00	85687
ISTHA	I-88	Pending	\$1,059,062.77	RR-19-9018
IDOT	I-39 Resurfacing	Pending	\$17,894,997.80	64L72
IDOT (Subcontractor to Sjostrom)	Creston Rd/I-39	Awarded	\$727,945	64M77
IDOT	Various Electric	Awarded	\$199,900	64M82
IDOT	IL 23 & IL 72 Intersection	Awarded	\$72,000	66J13
IDOT-Division of Aeronautics	Albertus Airport Vault	Awarded	\$582,246	FR041

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

IDOT (Subcontractor to N-Trak)	Rock Cut State Park	Awarded	\$92,821	46903
Illinois Dept of Central Management Services	Bituminous Mix FY 2018-2020	Awarded	\$6,426,343.00	18-416CMS-BOSS4-P- 244

**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: William Charles Construction Company, LLC

Phone: 815-654-4700

Street Address: 833 Featherstone Road

Email: [estimating@williamcharlesconstruction.com](mailto:estimating@williamcharlesconstruction.com)

City, State, Zip: Rockford, IL 61107

Vendor Contact: Ben Holmstrom

Signature: 

Date: 1/30/2020

Printed Name: Ben Holmstrom

Title: President

## Vendor Registration: View

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

William Charles Construction Company, LLC

System Vendor Number: 20315624

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## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	12/4/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0351457
REVIEWER	<a href="#">Sarah Irwin</a>
DATE REVIEWED	12/10/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	12/9/2020
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	William Charles Construction Company, LLC
CONTACT FOR THIS SUBMISSION	<a href="#">Janice Ingham (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:Janice.Ingham@williamcharles.com">Janice.Ingham@williamcharles.com</a>
PHONE	815-654-4700
FAX	815-654-4736
COMPANY EMAIL	<a href="mailto:morayma.dasilva@williamcharles.com">morayma.dasilva@williamcharles.com</a>
TAX ID NUMBER	
COMPANY TYPE	LLC
ADDRESS	833 Featherstone Road Rockford, IL 61107 <a href="#">(edit address)</a>



## Vendor Registration: View Form

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William Charles Construction Company, LLC

System Vendor Number: 20315624

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## Vendor Registration

FORM NAME	<b>A - B. Business Information &amp; Additional Information</b>
DESCRIPTION	<b>Complete section A and B, in order to submit this form.</b>
DATE SUBMITTED	<b>12/4/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>William Charles Construction Company, LLC</b>
POINT OF CONTACT	<b><u>Janice Ingham</u></b>
FLAG FORM	<b><u>Add Flag</u></b>


## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	<b>Prime Contractor and Subcontractor</b>	Y
2. NAME OF CEO/BUSINESS OWNER	<b>Ben Holmstrom</b>	Y
3. ANNUAL SALES/GROSS RECEIPTS	<b>307113674</b>	Y
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	<b>01/25/2005</b>	Y
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	<b>The business conducts business statewide.</b>	Y
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	<b>Janice Ingham</b>	Y
CONTACT PERSON TITLE	<b>Executive Assistant</b>	
CONTACT PERSON PHONE	<b>815-654-4700 ext 5965</b>	
CONTACT PERSON EMAIL	<b>Janice.Ingham@williamcharles.com</b>	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	<b>Chief Procurement Office (CPO)</b>	Y
--	---------------------------------------	---

## Vendor Registration: View Form

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William Charles Construction Company, LLC

System Vendor Number: 20315624

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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	12/4/2019
STATUS	Accepted
BUSINESS NAME	William Charles Construction Company, LLC
POINT OF CONTACT	<a href="#">Janice Ingham</a>
FLAG FORM	<a href="#">Add Flag</a>

### C. Small Business Set-Aside Program

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

ju

### Additional Information

STAFF ATTACHED FILE(S)

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William Charles Construction Company, LLC

System Vendor Number: 20315624

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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	12/4/2019
STATUS	Accepted
BUSINESS NAME	William Charles Construction Company, LLC
POINT OF CONTACT	<a href="#">Janice Ingham</a>
FLAG FORM	<a href="#">Add Flag</a>

## D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	240	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 125821-00 11/4/21	

## 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	
---	---	---

## Additional Information

STAFF ATTACHED FILE(S)

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## Vendor Registration: View Form

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William Charles Construction Company, LLC

System Vendor Number: 20315624

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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	12/4/2019
STATUS	Accepted
BUSINESS NAME	William Charles Construction Company, LLC
POINT OF CONTACT	<a href="#">Janice Ingham</a>
FLAG FORM	<a href="#">Add Flag</a>

## F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 100

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 385/3 100

Yes

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 100

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 500/50-5 100

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 500/50-10 100

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 500/50-10.5 100

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

N/A

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

pu

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)?

10

**Yes, I certify my business is registered with BOE.**

14686

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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**William Charles Construction Company, LLC**

System Vendor Number: **20315624**

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### Vendor Registration

FORM NAME	<b>H. Iran Disclosure</b>
DESCRIPTION	<b>Complete section H, in order to submit this form.</b>
DATE SUBMITTED	<b>12/4/2019</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>William Charles Construction Company, LLC</b>
POINT OF CONTACT	<b><u>Janice Ingham</u></b>
FLAG FORM	<b><u>Add Flag</u></b>

### H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 10

**No business operations to disclose.**

### Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

**Refresh List** after attaching file(s).

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## Vendor Registration: View Form

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William Charles Construction Company, LLC

System Vendor Number: 20315624

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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	12/4/2019
STATUS	Accepted
BUSINESS NAME	William Charles Construction Company, LLC
POINT OF CONTACT	<a href="#">Janice Ingham</a>
FLAG FORM	<a href="#">Add Flag</a>

## I. Financial Disclosures &amp; Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. pu

Privately Held Entity with more than 100 shareholders

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

Yes

Document	Status
Parent Form	Attached by Janice Ingham on 11/26/2019
<a href="#">Form 10-K IEA.pdf</a> (PDF, 1.09 MB)	
<a href="#">IEA Energy Services LLC.pdf</a> (PDF, 385.63 KB)	
<a href="#">IEA Intermediate Holdco LLC.pdf</a> (PDF, 384.86 KB)	
<a href="#">Infrastructure and Energy Alternatives Inc..pdf</a> (PDF, 385.84 KB)	

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST pu

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <a href="#">ipg percentage of ownership and distributive income form - WCC.pdf</a> (PDF, 80.88 KB)	Attached by Janice Ingham on 11/21/2019

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.

**Yes**

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

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

**Not applicable - For-Profit Entity**

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - No individuals disclosed in question 1**

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.

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

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?

**Not applicable - No individuals disclosed in question 1**

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

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

No

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

10

No

### Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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

Vendor Name: Wiliam Charles Construction Company, LLC

DBA:

**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
EA Energy Services LLC	6325 Digital Way, Suite 460, Indianapolis, IN 46278	100%			

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2018  
OR  
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
FOR THE TRANSITION PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

COMMISSION FILE NUMBER: 001-37796

Infrastructure and Energy Alternatives, Inc.  
(Exact Name of Registrant as Specified in Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

47-4787177  
(IRS Employer  
Identification No.)

6325 Digital Way, Suite 460  
Indianapolis, Indiana  
(Address of Principal Executive Offices)

46278  
(Zip Code)

Registrant's telephone number, including area code: (765) 828-2580

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Exchange on Which Registered
Common Stock, \$0.0001 par value	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  Yes  No  
Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.  Yes  No  
Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past ninety days.  Yes  No  
Indicate by check mark whether the registrant has submitted electronically, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).  Yes  No  
Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.   
Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  Emerging growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).  Yes  No

The aggregate market value of the registrant's outstanding common stock held by non-affiliates of the registrant computed by reference to the price at which the common stock was last sold as of the last business day of the registrant's most recently completed second fiscal quarter was approximately \$200.9 million (based on a closing price of \$9.31 per share for the registrant's common stock on NASDAQ on June 29, 2018).

Number of shares of Common Stock outstanding as of the close of business on March 14, 2019: 22,155,271.

The registrant's definitive proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A for the 2019 annual meeting of shareholders is incorporated by reference in Part III of this Form 10-K to the extent stated herein.

**Infrastructure and Energy Alternatives, Inc.**  
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## Forward-Looking Statements

*This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The forward-looking statements can be identified by the use of forward-looking terminology including "may," "should," "likely," "will," "believe," "expect," "anticipate," "estimate," "forecast," "seek," "target," "continue," "plan," "intend," "project," or other similar words. All statements, other than statements of historical fact included in this Annual Report, regarding expectations for future financial performance, business strategies, expectations for our business, future operations, financial position, estimated revenues and losses, projected costs, prospects, plans, objectives and beliefs of management are forward-looking statements.*

*These forward-looking statements are based on information available as of the date of this Annual Report and our management's current expectations, forecasts and assumptions, and involve a number of judgments, risks and uncertainties. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we cannot give any assurance that such expectations will prove correct. Forward-looking statements should not be relied upon as representing our views as of any subsequent date. As a result of a number of known and unknown risks and uncertainties, our actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ include:*

- *our ability to identify acquisition candidates, integrate acquired businesses and realize upon the expected benefits of the acquisition of CCS and William Charles;*
- *consumer demand;*
- *our ability to grow and manage growth profitably;*
- *availability of commercially reasonable and accessible sources of liquidity;*
- *the possibility that we may be adversely affected by economic, business, and/or competitive factors;*
- *market conditions, technological developments, regulatory changes or other governmental policy uncertainty that affects us or our customers;*
- *our ability to manage projects effectively and in accordance with management estimates, as well as the ability to accurately estimate the costs associated with our fixed price and other contracts, including any material changes in estimates for completion of projects;*
- *the effect on demand for our services and changes in the amount of capital expenditures by customers due to, among other things, economic conditions, commodity price fluctuations, the availability and cost of financing, and customer consolidation;*
- *the timing and extent of fluctuations in geographic, weather and operational factors affecting our customers, projects and the industries in which we operate;*
- *the ability of customers to terminate or reduce the amount of work, or in some cases, the prices paid for services, on short or no notice;*
- *customer disputes related to the performance of services;*
- *disputes with, or failures of, subcontractors to deliver agreed-upon supplies or services in a timely fashion;*
- *our ability to replace non-recurring projects with new projects;*
- *the impact of U.S. federal, local, state, foreign or tax legislation and other regulations affecting the renewable energy industry and related projects and expenditures;*
- *the effect of state and federal regulatory initiatives, including costs of compliance with existing and future safety and environmental requirements;*
- *fluctuations in maintenance, materials, labor and other costs;*
- *our beliefs regarding the state of the renewable wind energy market generally; and*
- *the "Risk Factors" described in this Annual Report on Form 10-K, and in our quarterly reports, other public filings and press releases.*

*We do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.*



## PART I

### ITEM 1. BUSINESS

#### Business Overview

Infrastructure and Energy Alternatives, Inc., a Delaware corporation ("IEA", the "Company", "we", "us", or "our") is a holding company that, through various subsidiaries, is a leading diversified infrastructure construction company with specialized energy and heavy civil expertise throughout the United States ("U.S."). The Company specializes in providing complete engineering, procurement and construction ("EPC") services throughout the U.S. for the renewable energy, traditional power and civil infrastructure industries. These services include the design, site development, construction, installation and restoration of infrastructure. Although the Company has historically focused on the wind industry, its recent acquisitions have expanded its construction capabilities and geographic footprint in the areas of environmental remediation, industrial maintenance, specialty paving, heavy civil and rail infrastructure construction, creating a diverse national platform of specialty construction capabilities. We believe we have the ability to continue to expand these services because we are well-positioned to leverage our expertise and relationships in the wind energy business to provide complete infrastructure solutions in all areas.

Our common stock trades on the NASDAQ Capital Market under the symbol "IEA". We were founded in 1947 as White Construction and we became a public company as Infrastructure and Energy Alternatives, Inc. in March 2018 when we merged with a special purpose acquisition company (a non-operating shell company).

#### 2018 Company Highlights

**Public Company** - On March 26, 2018, we consummated a merger (the "Merger") pursuant to an Agreement and Plan of Merger, dated November 3, 2017, by and among M III Acquisition Corporation ("M III"), IEA Energy Services, LLC ("IEA Services"), a Delaware limited liability company, Infrastructure and Energy Alternatives, LLC (the "Seller"), a Delaware limited liability company and the parent of IEA Services immediately prior to such time, and the other parties thereto, which provided for, among other things, the merger of IEA Services with and into a wholly-owned subsidiary of M III. See *Note 2. Merger, Acquisitions and Discontinued Operations* in the notes to the audited consolidated financial statements for more information on the Merger and the continuing ownership of the Company by M III and Seller.

**Acquisition of CCS, including Saiia and the ACC Companies** - On September 25, 2018, we acquired Consolidated Construction Solutions I LLC ("CCS"), a leading provider of environmental and industrial engineering services. The wholly-owned subsidiaries of CCS, Saiia LLC ("Saiia") and the American Civil Constructors LLC (the "ACC Companies") generally enter into long-term contracts with both government and non-government customers to provide EPC services for environmental, heavy-civil and mining projects. We believe our acquisition of Saiia and the ACC Companies will provide IEA with a strong and established presence in the environmental and industrial engineering markets, enhanced civil construction capabilities and an expanded domestic footprint in less-seasonal Southeast, West and Southwest markets.

**Acquisition of William Charles Construction Group, including Ragnar Benson** - On November 2, 2018, we acquired William Charles Construction Group, including Ragnar Benson ("William Charles"), a leader in engineering and construction solutions for the rail infrastructure and heavy civil construction industries. We believe our acquisition of William Charles will provide IEA with a market leading position in the attractive rail infrastructure market and continue to bolster our further growth in the heavy civil and construction footprint across the Midwest and Southwest.

#### Industry Trends

Our industry is composed of national, regional and local companies in a range of industries, including renewable power generation, traditional power generation and the civil infrastructure industries. We believe the following industry trends will help to drive our growth and success over the coming years:

### Renewable Power Generation

In recent years, we have maintained a tight focus on construction of renewable power production capacity as renewable energy, particularly from wind and solar, has become widely accepted within the electric utility industry and has become a cost-effective solution for the creation of new generating capacity. We believe that this shift has occurred because renewable energy power generation has reached a level of scale and maturity that permits these technologies to now be cost-effective competitors to more traditional power generation technologies, including on an unsubsidized basis. Under many circumstances, wind and solar power production offer the lowest levelized cost of energy (i.e., the all-in cost of generating power, including construction and operating costs) of any technology. As a result, wind and solar power are among the leading sources of new power generation capacity in the U.S., and wind and utility-scale solar energy generation is projected to become even more cost-effective in coming years as technological improvements make wind turbines and photovoltaic cells (and other solar generating technologies) even more efficient.

Governmental policies focused on a clean environment and the desire to decrease U.S. dependence on foreign oil imports have created incentives historically for the development of renewable energy production capacity and have created demand for more domestic, environmentally sensitive electrical power production facilities, such as wind and solar collection farms. The federal government has offered tax credits for investments in renewable energy infrastructure and production of power from renewable sources. Other tax incentives available to the renewable energy industry include accelerated tax depreciation provisions, including bonus depreciation, for certain renewable energy generation assets, such as equipment using solar or wind energy. These incentives specify a five-year depreciable life for qualifying assets rather than the longer depreciable lives of many non-renewable energy assets. In addition to shorter depreciable lives, those assets qualifying for bonus depreciation benefit from significant allowable first-year depreciation.

In addition to federal policies that historically have favored power production from renewable sources, a number of states also have supported the expansion of renewable energy generating capacity. Currently, nearly 40 states, as well as the District of Columbia and four territories, have adopted renewable portfolio standards or goals. Similarly, we believe that many corporations and retail consumers are increasingly focused on obtaining energy from renewable sources and have become a significant driver of incremental demand for wind and solar energy production capacity.

The market for the development of utility-scale wind and solar power generation is expected to remain robust. The *Annual Energy Outlook 2019* published by the U.S. Department of Energy in February 2019 projected the addition of approximately 72 gigawatts of new utility-scale wind and solar capacity from 2018 to 2021, which we estimate will drive more than \$17.5 billion of construction. Although this demand is driven, in part, by accelerated, incremental investment in renewable power generation sources during the phase-out period for existing tax incentives, fundamental demand for renewable power construction and particularly for utility-scale solar farms is projected to remain strong thereafter. See *Regulation and Environmental Matters* below for further discussion of phase-out period.

### Heavy Civil Construction

During 2018, heavy civil construction was only a small part of our business and accounted for less than 10% of our revenue. We believe that this will become a more significant part of our business in 2019 as a majority of the revenue of the Companies we acquired during 2018 is in this sector and we have maintained a reputation for high quality work. State and federal funding for this industry has been neglected for decades, but the near-term outlook on both state and federal levels has led us to believe that spending for infrastructure may experience significant growth over the next few years. Not only do we believe that state and federal funding is likely to increase, but alternative methods of construction, such as public and private partnerships, have gained significant traction in the United States in recent years.

We have taken steps to enhance our heavy civil construction business through acquisitions to take advantage of these growth opportunities. We believe that our business relationships with customers in this sector are excellent and our strong reputation that we have built will provide us with the foundation to grow our revenue base in this business. Additionally, there is significant overlap in labor, skills and equipment needs between our renewable energy construction business and our heavy civil infrastructure business, which we expect will provide us with operating efficiencies as we continue to expand this sector. Our renewable energy experience provides us with expertise in working in difficult conditions and environments, which we believe will provide us with a competitive advantage when bidding for more complicated and often higher margin civil and infrastructure projects.

### ***Environmental Remediation***

Coal-fired power plants have significant and recurring environmental management needs, because they consistently generate various waste byproducts throughout the power generation process. The primary type of these waste byproducts are CCRs, commonly known as coal ash. According to the American Coal Ash Association, more than 107 million tons of coal ash were generated in 2016, and according to the U.S. Environmental Protection Agency ("EPA"), in 2015, coal ash was one of the largest types of waste in the U.S. Coal ash management is mission-critical to the daily operations of power plants, as they generally only have on-site storage capacity for three to four days of CCR waste accumulation.

According to the American Coal Ash Association, as of 2016, approximately 44% of coal ash generated was disposed of. According to the EPA, approximately 80% of coal ash that was disposed of in 2012 was disposed of on-site in ash ponds or landfills. As of 2016, the American Coal Ash Association estimated that more than 1.5 billion tons of coal ash existed in ash ponds and landfills around the country. The EPA also estimates that, as of 2012, there were over 1,100 active and inactive on-site ash ponds and landfills requiring remediation or closure. These sites are typically large and will require significant capital from their owners, as well as specialized environmental expertise, to monitor on an ongoing basis, remediate, relocate the waste or completely close in an environmentally sustainable way.

As a result of our recent acquisition of Saiia and their ability to build strong relationships in the environmental remediation business, the Company intends to continue to increase its growth of this area as a part of our business. We believe that with Saiia's reputation and our cross-selling capabilities we will be able to capture further market share and facilitate more self-performing environmental remediation opportunities in other projects that we undertake.

### ***Rail***

For more than 150 years, the U.S. rail network has been a critical component of the U.S. transportation system and economy. Today it carries approximately one-third of U.S. exports and delivers five million tons of freight and approximately 85,000 passengers each day. According to the 2017 Infrastructure Report Card, the private freight rail industry owns the vast majority of the nation's rail infrastructure, and continues to make significant capital investment — \$27.1 billion in 2015 — to ensure the network's good condition. Despite this investment, U.S. rail still faces clear challenges, most notably in passenger rail, which faces the dual problems of aging infrastructure and insufficient funding.

Federal forecasts predict an approximate 40% increase in U.S. freight shipments, including by rail, by 2040. To prepare for the future, the U.S. Department of Transportation has worked with the transportation industry to draft the first National Freight Strategic Plan, which addresses impediments to the efficient flow of goods in support of the nation's economy. The Fixing America's Surface Transportation (FAST) Act requires the strategic plan be completed by 2017 and be updated every five years. Through the FAST Act, Congress created a new federally-funded, freight-focused competitive grant program. Fostering Advancements in Shipping And Transportation For The Long-Term Achievement of National Efficiencies (FASTLANE) grants are expected to provide \$4.5 billion through 2020 to freight and highway projects of national or regional significance.

We believe that the acquisition of William Charles including Ragnar Benson, provides the Company with the ability to capitalize on the new rail infrastructure construction that will be required to support the increase in U.S. freight shipments.

### ***Electrical Power and High Voltage Opportunities***

The U.S. electrical transmission and distribution infrastructure requires significant ongoing maintenance, upgrade and expansion to manage power line congestion and avoid delivery failures. Regional shifts in population and industry may also create pockets of demand for increased transmission and distribution construction and upgrades. According to the DOE's Annual Energy Outlook 2019 published in February 2019, significant new electricity generating capacity is expected to be added through 2050, all of which must be connected to the existing electric grid.

Renewable energy generation projects, which are typically located in remote areas, often require investment in new transmission lines to interconnect with the electrical grid. Although we have outsourced our high-voltage electrical needs historically, we implemented a program during 2018 to upgrade our in-house capacity to complete this work and continually strive to increase the portion of our high-voltage electrical work which we self-perform. We believe that this transition will

afford us the opportunity to capture incremental margin on our projects and to provide enhanced service to our customers.

We believe that the same capabilities that we are building in order to self-perform high-voltage electrical work will enable us to capture incremental revenue by providing these services to others. With investment by utilities and transmission companies to modernize, secure and visually improve the existing transmission system expected to be strong over the coming years, we expect that our existing customer relationships and reputation will leave us well-positioned for growth in this sector.

### **Competitive Strengths**

Our competitive strengths include:

**Scale, Technical Expertise and Reputation in the Wind Industry.** We are a national Tier 1 provider of wind energy infrastructure projects due to our established reputation for safe, high quality performance, reliable customer service and technical expertise. Because the construction and development of wind energy projects is very technically demanding, industry participants have increasingly emphasized safety, high quality performance and technical reliability. Our management estimates that construction costs represent only approximately 20% to 25% of total project cost, but construction-related risks pose the most significant threat to completion of the project. We have successfully completed over 200 wind projects over approximately the past 10 years. Our scale, experience and reputation gives us an advantage when competing for new work, both from existing and potential customers.

**An Industry Leader in Safety Performance.** Our industry-leading safety performance helps us enhance our reputation for high quality and reliability. Our management team strives to instill a corporate culture committed to health and safety. Our experience modification rate, a measure of our history and safety record as compared to other businesses in our industry, was 0.61 and our total recordable incident rate was 1.29 in 2018, both of which were significantly below the construction industry averages of 1.0 and 2.8, respectively, reported by the U.S. Department of Labor and U.S. Bureau of Labor Statistics 2017. In our experience, safety records are an important factor to customers in contracting for services and we believe that our exemplary safety record is a significant differentiator for us.

**Strong Relationships With Leading Industry Players.** Our business model has enabled us to hold a leading position in the wind, heavy civil, rail infrastructure and environmental remediation sectors of the construction industry by successfully winning key contracts and establishing strong relationships with many established developers and operators, as well as with other market leaders. These relationships have provided us with a recurring base of blue-chip utility and other customers. We also have strong relationships with the leading original equipment manufacturers who produce the equipment for our contracts. In recent years, customers have come to emphasize reliability and excellence in execution, as well as a strong safety record, in selecting their construction partners, and our track record and reputation has made us a provider of choice to those industry participants. We have completed projects with top U.S. developers or owners, who are market leaders in their sectors. Our longstanding relationships have enabled us to develop strong alliances with many of our customers and vendors, providing us with a strong base for expansion initiatives. We continually strive to further improve these relationships and enhance our status as a preferred vendor to our customers.

**Ability to Respond Quickly and Effectively.** The skills required to serve each of our end-markets are similar, which allows us to utilize qualified personnel across multiple end-markets and projects. We are able to respond quickly and effectively to industry and technological changes, demand fluctuations and major weather events by allocating our employees, fleet and other assets as and where they are needed, enabling us to provide cost effective and timely services for our customers. Additionally, we have a track record of successfully recruiting and retaining skilled labor, despite industry shortages.

**Experienced Management Team.** Our senior management team has over 175 years of combined experience and proven expertise in wind, heavy civil, rail infrastructure and environmental remediation, and a deep understanding of our customers and their requirements. Our senior management team plays a significant role in establishing and maintaining long-term relationships with our customers, supporting the growth of our business, integrating acquired businesses and managing the financial aspects of our operations.

**Ability to Cross-Sell Our Product and Service Offerings.** A majority of our wind customers also have other construction project requests, and a number of them are in active discussions with us for those projects. By leveraging our established relationships with our customers, we have realized additional revenues by selling products and services that our customers historically purchased from various other providers.

**Self-Perform Capabilities.** We have made substantial investments in our self-perform capabilities and, as a result, are able to self-perform across a large portion of the services that we deliver. We continue to seek opportunities to expand our self-perform capabilities and expect to transition to self-performing a majority of our high-voltage electrical work over the course of 2019. We believe that our technical expertise, project management experience and our highly skilled and stable work force, enables us to provide our customers with a compelling package of technical reliability, consistent execution and safety. In addition, our self-perform capabilities provide us with an opportunity to retain margin while better controlling scheduling of projects, potentially leading to greater operational efficiencies for us and enhanced reliability for our customers.

## Strategy

The key elements of our business strategy are as follows:

**Retention of strong relationships with our customers for further diversification** — We believe that we have strong, long-term relationships with each of our customers and have historically worked together with them to meet their needs. By leveraging our established relationships with these customers, we intend to provide expanded products and services that will continue to diversify our revenue streams and assist our customers with their business strategies.

**Ownership of Equipment** — Many of our services are equipment intensive and certain key equipment used by us is specialized or customized for our businesses. The cost of construction equipment, and in some cases the availability of construction equipment, provides a significant barrier to entry into several of our businesses. We believe that our ownership and ability to lease a large and varied construction fleet at a reasonable cost, enables us to compete more effectively by ensuring availability and maximizing returns on investment of the equipment.

**Maintain Operational Excellence** — We have a continual focus on maintaining operational excellence, which includes the following:

- **Quality** - We believe in satisfying our clients, mitigating risk, and driving improvement by performing work right the first time.
- **Technical Expertise** - We have an established reputation for safe, high quality performance, reliable customer service and technical expertise in constructing technically demanding projects.
- **Safety** - We believe the safety of our employees, the public and the environment is a moral obligation as well as good business. By identifying and concentrating resources to address jobsite hazards, we continually strive to reduce our incident rates and the costs associated with accidents.
- **Productivity** - We strive to use our resources efficiently to deliver work on time and on budget.
- **Sustainability** - Our focus on sustainability encompasses many aspects of how we conduct ourselves and is one of our Core Values. We believe sustainability is important to our clients, employees, shareholders, and communities, and is also a long-term business driver. By focusing on specific initiatives that address social, environmental and economic challenges, we believe that we are able to minimize risk and maintain a competitive advantage.
- **Code of Conduct** - We believe in maintaining high ethical standards through an established code of conduct and a company-wide compliance program. Integrity is one of our core values at all times.

**Acquisition Integration and Future Strategic Acquisitions and Arrangements** — We expect to focus in the short-term on the business integration of our recent acquisitions, including but not limited to the back office functions and other project-related efficiencies. Consistent with our long-term strategy we will continue to pursue selected and opportunistic acquisitions, that fit our strategy of acquiring businesses with complementary cultures, niche market capabilities, excellent relationships with blue chip customers and strong, proven management teams that are retained post acquisition.

## Customers

We have longstanding customer relationships with many established companies in the renewable energy, thermal power, petrochemical, environmental remediation, civil and industrial power industries, with a recurring base of blue-chip

utility customers, as well as original equipment manufacturers that produce the equipment for our business. We have completed wind projects with top U.S. developers or owners, rail infrastructure projects with top railroads and heavy civil construction projects with top government agencies.

Although we are not dependent upon any one customer in any year, a relatively small number of repeat customers constitute a substantial portion of our total revenues. Accordingly, our management is responsible for developing and maintaining existing relationships with customers to secure additional projects and increase revenue from our current customer base. We believe that our strategic relationships with customers will result in future opportunities. Our management is also focused on pursuing growth opportunities with prospective new customers.

The Company had the following approximate revenue and accounts receivable concentrations, net of allowances, for the periods ended:

	Revenue %			Accounts Receivable %	
	Year Ended December 31,			December 31,	
	2018	2017	2016	2018	2017
Interstate Power and Light Company	21.0%	*	*	20.0%	*
Union Pacific Railroad	*	*	*	19.0%	*
Trishe Wind Ohio, LLC	*	*	*	*	17.0%
Thunder Ranch Wind Project, LLC	*	21.0%	*	*	15.0%
Twin Forks Wind Farm, LLC	*	11.0%	*	*	*
Bruening's Breeze Wind Farm, LLC	*	11.0%	*	*	*
EDF Renewable Development, Inc.	*	14.0%	11.0%	*	11.0%
Cimarron Bend Wind Project, LLC	*	*	17.0%	*	*
Osborn Wind Energy, LLC	*	*	11.0%	*	*

\* Amount was not above 10% threshold.

Our work is generally performed pursuant to contracts for specific projects or jobs that require the construction or installation of an entire complex of specified units within an infrastructure system. Customers are billed monthly throughout the completion of work on a project; however, some contracts provide for additional billing upon the achievement of specific completion milestones, which may increase the billing period to more than one month. Such contracts may include retainage provisions under which, generally, from 5% to 10% of the contract price is withheld until the work has been completed and accepted by the customer. Because we may not be able to maintain our current revenue levels or our current level of capacity and resource utilization if we are not able to replace work from completed projects with new project work, we actively review our backlog of project work and take appropriate action to minimize such exposure.

We believe that our industry experience, technical expertise and reputation for customer service, as well as the relationships developed between our customers and our senior management and project management teams are important to our being retained by our customers.

#### Backlog

For companies in the construction industry, backlog can be an indicator of future revenue streams. Estimated backlog represents the amount of revenue we expect to realize beyond 2020 from the uncompleted portions of existing construction contracts, including new contracts under which work has not begun and awarded contracts for which the definitive project documentation is being prepared, as well as revenue from change orders and renewal options. Estimated backlog for work under fixed price contracts and cost-reimbursable contracts is determined based on historical trends, anticipated seasonal impacts, experience from similar projects and estimates of customer demand based on communications with our customers. These contracts are included in backlog based on the estimated total contract price upon completion. We expect to realize approximately 55.4% of our estimated backlog during 2019 and 44.6% during 2020 and beyond.

As of December 31, 2018 our total backlog was approximately \$2.1 billion compared to \$1.1 billion as of December 31, 2017. The \$1.0 billion increase is primarily related to \$833.7 million of backlog related to our acquisitions coupled with a \$166.3 million increase in backlog related to our legacy IEA business. Based on historical trends in the Company's backlog, we believe awarded contracts to be firm and that the revenue for such contracts will be recognized over the life of the project. Timing of revenue for construction and installation projects included in our backlog can be subject to change as a result of

customer delays, regulatory factors, weather and/or other project-related factors. These changes could cause estimated revenue to be realized in periods later than originally expected, or not at all. In the past, we have occasionally experienced postponements, cancellations and reductions on construction projects, due to market volatility and regulatory factors. There can be no assurance as to our customers' requirements or the accuracy of our estimates. As a result, our backlog as of any particular date is an uncertain indicator of future revenue and earnings.

Backlog is not a term recognized under U.S. GAAP, although it is a common measurement used in our industry. Our methodology for determining backlog may not be comparable to the methodologies used by others. See "*Risk Factors*" for a discussion of the risks associated with our backlog.

#### **Safety and Insurance/Risk Management**

We strive to instill and enforce safe work habits in our employees, and we require that our employees participate in training programs relevant to their employment, including all those required by law. We evaluate employees in part based upon their safety records and the safety records of the employees they supervise. Our business units have established robust safety programs to encourage, monitor and improve compliance with safety procedures and regulations including, behavioral based safety, jobsite safety analysis, site-specific safety orientation, subcontractor orientation, site safety audits, accident and incident safety investigations, OSHA 30-hour and 10-hour training, drug and alcohol testing and regular trainings in fall protection, confined spaces, crane rigging and flagman, first aid, CPR and AED.

Our business involves the use of heavy equipment and exposure to potentially dangerous workplace conditions. While we are committed to operating safely and prudently, we are subject to claims by employees, customers and third parties for property damage and personal injuries that occur in connection with our work. We maintain insurance policies for worker's compensation, employer liability, automobile liability, general liability, inland marine property and equipment, professional and pollution liability, excess liability, and director and officers' liability. See *Note 10. Commitments and Contingencies* in the notes to the audited consolidated financial statements.

Our business subjects us to the risk of adverse site conditions and unfavorable weather. While we mitigate these risks contractually to the extent possible, market conditions prevent us from fully passing these risks to our customers, and there is not a robust insurance market to cover these risks. We mitigate these risks by developing reserves we believe to be appropriate for risks that cannot be contractually mitigated, and we are evaluating the feasibility and cost-effectiveness of obtaining additional insurance to protect the Company from significant losses caused by adverse weather.

#### **Suppliers, Materials and Working Capital**

Under many of our contracts, our customers provide the necessary materials and supplies for projects and we are responsible for the installation, but not the cost or warranty, of those materials. Under certain other projects, we purchase the necessary materials and supplies on behalf of our customers from third-party providers. We are not dependent upon any one vendor and have not experienced significant difficulty in obtaining project-related materials or supplies as and when required for the projects we manage.

We utilize independent contractors to assist on projects and to help manage our work flow. Our independent contractors typically provide their own vehicles, tools and insurance coverage. We need working capital to support seasonal variations in our business, such as the impact of weather conditions on external construction and maintenance work and the spending patterns of our customers, both of which influence the timing of associated spending to support related customer demand. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations*."

We bear some risk of increases in the price of materials and supplies used in the performance of our work, such as aggregate, reinforcing steel, cable, and fuel. These risks are managed contractually, by entering into contracts with suppliers that fix the price paid by the Company within the budget established for a project, or by passing the risk of commodity cost increases to the customer.

#### **Competition**

We compete with a number of companies in the markets in which we operate, ranging from small local independent companies to large national firms, and some of our customers employ their own personnel to perform the type of services we provide.

The primary factors influencing competition in our industry are price, reputation, quality and delivery, relevant expertise, adequate financial resources, geographic presence, high safety ratings and a proven track record of operational success. We believe that our national platform, track record of completion, relationships with vendors, strong safety record and access to skilled labor enables us to compete favorably in all of these factors. We also believe that our ability to provide unionized and non-unionized workforces across a national footprint allows us to compete for a broad range of projects. While we believe our customers consider a number of factors when selecting a service provider, they award most of their work through a bid process. We believe our safety record, experience and price are often principal factors in determining which service provider is selected.

#### Seasonality

Our revenues and results of operations can be subject to seasonal and other variations. These variations are influenced by weather, customer spending patterns, bidding seasons, receipt of required regulatory approvals, permits and rights of way, project timing and schedules and holidays. See *"IEA Management's Discussion and Analysis of Financial Condition and Results of Operations-Impact of Seasonality and Cyclical Nature of Business."*

#### Regulation and Environmental Matters

We are subject to state and federal laws that apply to businesses generally, including laws and regulations related to labor relations, wages, worker safety and environmental protection.

We are also subject to numerous environmental laws, including the handling, transportation and disposal of non-hazardous and hazardous substances and wastes, as well as emissions and discharges into the environment, including discharges into air, surface water, groundwater and soil. We also are subject to laws and regulations that impose liability and cleanup responsibility for releases of hazardous substances into the environment.

We believe we have all material licenses and permits needed to conduct operations and that we are in material compliance with applicable regulatory requirements. However, we could incur significant liabilities if we fail to comply with applicable regulatory requirements. See *"Risk Factors-We could incur substantial costs to comply with environmental, health, and safety laws and regulations and to address violations of liabilities under these requirements."*

The potential impact of climate change on our operations is highly uncertain. Climate change may result in, among other things, changes in rainfall patterns, storm patterns and intensity and temperature levels. Our operating results are significantly influenced by weather and major changes in historical weather patterns could significantly impact our future operating results. For example, if climate change results in significantly more adverse weather conditions in a given period, we could experience reduced productivity and increases in certain other costs, which could negatively impact revenues and gross margins.

In light of changes in federal government priorities and the cost-competitiveness of wind and solar power production, certain of the tax credits for production of renewable energy are phasing out. The Consolidated Appropriations Act of 2016 ("CAA"), which contains certain federal tax incentives applicable to the renewable energy industry, provided for the gradual elimination of certain of these incentives. Currently, the tax code provides that the production tax credit for wind projects (the "PTC") applies to qualifying projects for which the construction commencement date was prior to January 1, 2020. The PTC was reduced by 20% for 2017, has been reduced by 40% for 2018, and finally will be reduced by 60% for 2019. Similarly, a phase down rate of the investment tax credit (the "ITC"), which is available in lieu of PTC, is available for wind projects: 30% ITC for projects commencing before 2017, 24% for projects commencing in 2017, 18% for projects commencing in 2018 and 12% for projects commencing in 2019. Solar projects, however, will be eligible for an investment tax credit (the "Solar ITC") only. The Solar ITC is 30% for projects commencing prior to 2020 and will be reduced to 26% for projects commencing in 2020 and to 22% for projects commencing in 2021. After 2021, the Solar ITC will remain at 10% for projects that commence prior to 2022, but are placed in service after 2023.

Additionally, although the enactment of the 2017 Tax Act in December 2017 did not modify the existing production tax credit and investment tax credit incentive structures, a base erosion and anti-abuse tax, or "BEAT" provision, contained in the 2017 Tax Act imposes a minimum tax on certain corporations, and only 80% of the value of any such corporation's production or investment tax credits can be applied as a reduction to such corporation's BEAT liability. Accordingly, this BEAT provision could reduce the incentive for certain taxable investors to invest in tax equity financing arrangements and could materially reduce the value and availability such tax credits, grants and incentives for certain participants and financing sources in the wind and solar industry. The 2017 Tax Act permits the immediate expensing of certain capital expenditures between



September 27, 2017 and January 1, 2023, but this new rule could be less valuable than a dollar-for-dollar investment tax credit or production tax credit, given the reduced corporate income tax rate of 21%. Any of the foregoing changes arising from the 2017 Tax Act, as well as other changes in law not mentioned herein, could adversely impact the demand for development of wind and solar energy generation facilities. See “*Risk Factors-The U.S. wind and solar industries benefit from tax and other economic incentives and political and governmental policies.*” for a discussion of the risks associated with these federal and state tax incentives.

## **Employees**

The Company has a workforce of both union and non-union employees that allows us to work anywhere in the U.S. We have a scalable workforce, with approximately 2,600 peak employees. As of December 31, 2018, we had approximately 2,250 employees, approximately 595 of whom were represented by unions or were subject to collective bargaining agreements. See *Note 14. Employee Benefit Plans* in the notes to the audited consolidated financial statements, which are incorporated herein by reference.

We hire employees from a number of sources, including our industry, trade schools, colleges and universities. We attract and retain employees by offering a competitive salary, benefits package, opportunities for advancement and an exemplary safety record. We strive to offer a caring and stable work environment that enables our employees to improve their performance, and enhance their skills and knowledge. We believe that our corporate culture and core value system helps us to attract and retain employees. We provide opportunities for promotion and mobility within our organization, which we also believe helps us to retain our employees. Our employees participate in ongoing educational programs, some of which are internally developed, to enhance their technical and management skills through classroom and field training. We believe we have good employee relations.

## **Available Information**

Our principal executive offices are located at 6325 Digital Way, Suite 460, Indianapolis, Indiana 46278, and our telephone number is (765) 828-2580. Our website is located at [www.iea.net](http://www.iea.net). We make available our periodic reports and other information filed with or furnished to the Securities and Exchange Commission (the “SEC”), including our annual reports on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K, proxy statements, and all amendments to those reports, free of charge through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Any materials filed with the SEC may be read and copied at the SEC’s website at [www.sec.gov](http://www.sec.gov).

## **ITEM 1A. RISK FACTORS**

*You should carefully consider the risks described below together with the other information contained in this Annual Report on Form 10-K. If any of the risks below were to occur, our business, financial condition, results of operations, profitability, cash flows and growth prospects could be adversely impacted, and the price of our common stock could decline.*

### **Risks Related to IEA**

*Our business is seasonal and is affected by adverse weather conditions and the spending patterns of our customers, exposing us to variable quarterly results.*

Some of our customers reduce their expenditures and work order requests towards the end of the calendar year. Adverse weather conditions, particularly during the fall and winter seasons, can also affect our ability to perform outdoor services in certain regions of North America. As a result, we generally experience reduced revenue in the first quarter of each calendar year. Natural catastrophes such as hurricanes or other severe weather could also have a negative effect on the economy overall and on our ability to perform outdoor services in affected regions or utilize equipment and crews stationed in those regions, which could negatively affect our results of operations, cash flows and liquidity.

Our 2018 results reflect the effect of multiple severe weather events on the Company’s wind business that began late in the third quarter and continued into the fourth quarter. These weather conditions had a significant impact on the construction of six wind projects across South Texas, Iowa, and Michigan, resulting in additional labor, equipment and material costs as well as change orders. IEA is aggressively pursuing the collection of all amounts it is contractually owed due to weather-related delays, including collections on change orders resulting from force majeure provisions of certain customer

contracts, which generally compensate for the actual costs of weather-related delays. See Item 7. *Management's Discussion and Analysis* for further discussion of weather impact.

***Our failure to recover adequately on claims against project owners, subcontractors or suppliers for payment or performance could have a material adverse effect on our financial results.***

We occasionally bring claims against project owners for additional costs that exceed the contract price or for amounts not included in the original contract price. Similarly, we present change orders and claims to our subcontractors and suppliers. If we fail to properly document the nature of change orders or claims, or are otherwise unsuccessful in negotiating a reasonable settlement, we could incur reduced profits, cost overruns or a loss on the project. These types of claims can often occur due to matters such as owner-caused delays, changes from the initial project scope and adverse conditions, which result in additional cost, both direct and indirect, or from project or contract terminations. From time to time, these claims can be the subject of lengthy and costly proceedings, and it is often difficult to accurately predict when these claims will be fully resolved. When these types of events occur and unresolved claims are pending, we may invest significant working capital in projects to cover cost overruns pending the resolution of the relevant claims. A failure to promptly recover on these types of claims could have a material adverse effect on our liquidity and financial results.

***Our business may be affected by difficult work sites and environments, which could cause delays and/or increase our costs and reduce profitability.***

We perform work under a variety of conditions, including, but not limited to, challenging and hard to reach terrain and difficult site conditions. Performing work under such conditions can result in project delays or cancellations, potentially causing us to incur additional, unanticipated costs, reductions in revenue or the payment of liquidated damages. In addition, some of our contracts require that we assume the risk should actual site conditions vary from those expected. Some of our projects involve challenging engineering, procurement and construction phases, which may occur over extended time periods. We may encounter difficulties in engineering, delays in designs or materials provided by the customer or a third party, equipment and material delivery delays, schedule changes, delays from customer failure to timely obtain rights-of-way, weather-related delays, delays by subcontractors in completing their portion of the project and other factors, some of which are beyond our control, but which affect our ability to complete a project as originally scheduled. In some cases, delays and additional costs may be substantial, and we may be required to cancel a project and/or compensate the customer for the delay. We may not be able to recover any of such costs. Any such delays or cancellations or errors or other failures to meet customer expectations could result in damage claims substantially in excess of the revenue associated with a project. Delays or cancellations could also negatively impact our reputation or relationships with our customers, which could adversely affect our ability to secure new contracts and our business, financial condition, results of operations, profitability, cash flows and growth prospects.

***Our failure to properly manage projects, or project delays, may result in additional costs or claims, which could have a material adverse effect on our business, financial condition, results of operations, profitability, cash flows and growth prospects.***

Certain of our engagements involve large-scale, complex projects that may occur over extended time periods. The quality of our performance on such a project depends in large part upon our ability to manage our client relationship and the project itself and to timely deploy appropriate resources, including third-party contractors and our own personnel. Our business, financial condition, results of operations, profitability, cash flows and growth prospects could be adversely affected if we miscalculate the resources or time needed to complete a project with capped or fixed fees, or the resources or time needed to meet contractual milestones. Additionally, delays on a particular project, including delays in designs, engineering information or materials provided by the customer or a third party, delays or difficulties in equipment and material delivery, schedule changes, delays from a customer's failure to timely obtain permits or rights-of-way or to meet other regulatory requirements, weather-related delays, permitting delays, governmental, market, political and other factors, some of which are beyond our control, may result in the cancellation or deferral of project work, which could lead to a decline in revenue from lost project work, or, for project deferrals, could cause us to incur costs which are not reimbursable by the customer, and may lead to personnel shortages on other projects scheduled to commence at a later date.

In addition, some of our agreements require that we share in cost overages or pay liquidated damages if we do not meet project deadlines; therefore, any failure to properly estimate or manage cost or delays in the completion of projects, could subject us to penalties, which could adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects. Further, any defects or errors, or failures to meet our customers' expectations could result in damage claims against us, and because of the substantial cost of, and potentially long lead-times necessary to acquire certain of the materials and equipment used in our complex projects, damage claims may substantially exceed the

amount we can charge for our associated services.

***We have a significant amount of debt. Our substantial indebtedness could adversely affect our business, financial condition and results of operations and our ability to meet our payment obligations.***

We have a significant amount of debt and substantial debt service requirements. This level of debt could have significant consequences on our future operations, including:

- making it more difficult for us to meet our payment and other obligations;
- our failure to comply with the financial and other restrictive covenants contained in our debt agreements, which could trigger events of default that could result in all of our debt becoming immediately due and payable;
- reducing the availability of our cash flows to fund working capital, capital expenditures, acquisitions or strategic investments and other general corporate requirements, and limiting our ability to obtain additional financing for these purposes;
- subjecting us to increased interest expense related to our indebtedness with variable interest rates, including borrowings under our credit facility;
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to changes in our business, the industry in which we operate and the general economy;
- placing us at a competitive disadvantage compared to our competitors that have less debt or are less leveraged; and
- preventing us from paying dividends.

Any of the above-listed factors could have an adverse effect on our business, financial condition and results of operations and our ability to meet our payment obligations. Our ability to meet our payment and other obligations under our debt instruments depends on our ability to generate significant cash flow in the future. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. We cannot assure you that our business will generate cash flow from operations, or that future borrowings will be available to us under our credit facility in an amount sufficient to enable us to meet our payment obligations and to fund other liquidity needs. If we are not able to generate sufficient cash flow to service our debt obligations, we may need to refinance or restructure our debt, sell assets, reduce or delay capital investments, or seek to raise additional capital, and some of these activities may be on terms that are unfavorable or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. If we are unable to implement one or more of these alternatives, we may not be able to meet our payment obligations.

***Our credit facility imposes restrictions on us that may prevent us from engaging in transactions that might benefit us, including responding to changing business and economic conditions or securing additional financing, if needed.***

The terms of our indebtedness contain customary events of defaults and covenants that prohibit us from taking certain actions without satisfying certain financial tests or obtaining the consent of the lenders. The restricted actions include, among other things:

- making unfinanced capital expenditures;
- engaging in transactions with affiliates;
- buying back shares or paying dividends in excess of specified amounts;
- making investments and acquisitions in excess of specified amounts;
- incurring additional indebtedness in excess of specified amounts;
- creating certain liens against our assets;
- prepaying subordinated indebtedness;

- engaging in certain mergers or combinations;
- failing to satisfy certain financial tests; and
- engaging in transactions that would result in a "change of control."

Our credit facility requires that we comply with a consolidated first lien leverage ratio. Should we be unable to comply with the terms and covenants of our credit facility, we would be required to obtain consents from our bank group, further modify our credit facility or secure another source of financing to continue to operate our business, none of which may be available to us on reasonable terms or at all. A default could also result in the acceleration of our obligations under the credit facility. To the extent we need additional financing, we may not be able to obtain such financing at all or on favorable terms, which may materially decrease our profitability, cash flows and liquidity.

*We may be unable to obtain sufficient bonding capacity to support certain service offerings, and the need for performance and surety bonds may reduce our availability under our replacement credit facility.*

Some of our contracts require performance and payment bonds. If we are not able to renew or obtain a sufficient level of bonding capacity in the future, we may be precluded from being able to bid for certain contracts or successfully contract with certain customers. In addition, even if we are able to successfully renew or obtain performance or payment bonds, we may be required to post letters of credit or other collateral security in connection with the bonds, which would only be obtainable if we have sufficient availability under our replacement credit facility and, if available, would reduce availability for borrowings under our facility. Furthermore, under standard terms in the surety market, sureties issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of additional collateral at any time. If we were to experience an interruption or reduction in the availability of bonding capacity as a result of these or any other reasons, we may be unable to compete for or work on certain projects that require bonding.

*Our failure to comply with the regulations of OSHA and other state and local agencies that oversee transportation and safety compliance could adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.*

The Occupational Safety and Health Act of 1970, as amended, establishes certain employer responsibilities, including maintenance of a workplace free of recognized hazards likely to cause death or serious injury, compliance with standards promulgated by the Occupational Safety and Health Administration ("OSHA") and various recordkeeping, disclosure and procedural requirements. Various standards, including standards for notices of hazards and safety in excavation and demolition work, may apply to our operations. We have incurred, and will continue to incur, capital and operating expenditures and other costs in the ordinary course of business in complying with OSHA and other state and local laws and regulations, and could incur penalties and fines in the future, including, in extreme cases, criminal sanctions.

While we have invested, and will continue to invest, substantial resources in occupational health and safety programs, our industry involves a high degree of operational risk, and there can be no assurance that we will avoid significant liability. Although we have taken what we believe to be appropriate precautions, we have had employee injuries in the past, and may suffer additional injuries in the future. Serious accidents of this nature may subject us to substantial penalties, civil litigation or criminal prosecution. Personal injury claims for damages, including for bodily injury or loss of life, could result in substantial costs and liabilities, which could materially and adversely affect our financial condition, results of operations or cash flows. In addition, if our safety record were to deteriorate, or if we suffered substantial penalties or criminal prosecution for violation of health and safety regulations, customers could cancel existing contracts and not award future business to us, which could materially adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*Our business is subject to physical hazards that could result in substantial liabilities and weaken our financial condition.*

Construction projects undertaken by us expose our employees to heavy equipment, mechanical failures, transportation accidents, adverse weather conditions and the risk of damage to equipment and property. These hazards can cause personal injuries and loss of life, severe damage to or destruction of property and equipment and other consequential damages and could lead to suspension of operations and large damage claims which could, in some cases, substantially exceed the amount we charge for the associated services. In addition, if serious accidents or fatalities occur, or if our safety records were to deteriorate, we may be restricted from bidding on certain work and obtaining new contracts and certain existing contracts could be terminated. Our safety processes and procedures are monitored by various agencies and ratings bureaus.

The occurrence of accidents in our business could result in significant liabilities, employee turnover, increase the costs of our projects, or harm our ability to perform under our contracts or enter into new customer contracts, all of which could materially adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

Our experience modification rate, a measure of our history and safety record as compared to other businesses in our industry, was 0.61 and our total recordable incident rate was 1.29 in 2018, both of which were significantly below the industry averages of 1.0 and 2.8, respectively, reported by the U.S. Department of Labor and U.S. Bureau of Labor Statistics 2017. While these standards are still below industry averages, the Company experienced a fatality at one of our work sites in 2018 and there is no guarantee, based on the hazards discussed above, that we can maintain these averages.

***We are self-insured against certain potential liabilities.***

Although we maintain insurance policies with respect to employer's liability, general liability, auto and workers compensation claims, those policies are subject to deductibles or self-insured retention amounts of up to \$500,000 per occurrence. We are primarily self-insured for all claims that do not exceed the amount of the applicable deductible/self-insured retention. In addition, for our employees not part of a collective bargaining agreement, we provide employee health care benefit plans. Our primary health insurance plan is subject to a deductible of \$100,000 per individual claim per year.

Our insurance policies include various coverage requirements, including the requirement to give appropriate notice. If we fail to comply with these requirements, our coverage could be denied.

Losses under our insurance programs are accrued based upon our estimates of the ultimate liability for claims reported and an estimate of claims incurred but not reported. Insurance liabilities are difficult to assess and estimate due to unknown factors, including the severity of an injury, the extent of damage, the determination of our liability in proportion to other parties and the number of incidents not reported. The accruals are based upon known facts and historical trends.

***Acquisition activity presents certain risks to our business, operations and financial position, and we may not realize the financial and strategic goals contemplated at the time of a transaction.***

We expect that the acquisitions will be an important part of our long-term growth strategy. Successful execution following the closing of an acquisition is essential to achieving the anticipated benefits of the transaction. We have made acquisitions to expand into new markets and our acquisition strategy depends on our ability to complete and integrate the acquisitions. Mergers and acquisitions are inherently risky, and any mergers and acquisitions that we complete may not be successful. The process of integrating an acquired company's business into our operations and investing in new technologies is challenging and may result in expected or unexpected operating or compliance challenges, which may require significant expenditures and a significant amount of our management's attention that would otherwise be focused on the ongoing operation of our business. The potential difficulties or risks of integrating an acquired company's business include, among others:

- the effect of the acquisition on our financial and strategic positions and our reputation;
- risk that we fail to successfully implement our business plan for the combined business;
- risk that we are unable to obtain the anticipated benefits of the acquisition, including synergies or economies of scale;
- risk that we are unable to complete development and/or integration of acquired technologies;
- risk that the market does not accept the integrated product portfolio;
- challenges in reconciling business practices or in integrating product development activities, logistics or information technology and other systems;
- challenges in reconciling accounting issues, especially if an acquired company utilizes accounting principles different from those we use;
- retention risk with respect to key customers, suppliers and employees and challenges in retaining, assimilating and training new employees;
- potential failure of the due diligence processes to identify significant problems, liabilities or other shortcomings or

challenges of an acquired company, which could result in unexpected litigation, regulatory exposure, financial contingencies and known and unknown liabilities; and

- challenges in complying with newly applicable laws and regulations, including obtaining or retaining required approvals, licenses and permits.

Our acquisitions may also result in the expenditure of available cash and amortization of expenses any of which could have a material adverse effect on our operating results or financial condition. Investments in immature businesses with unproven track records and technologies have an especially high degree of risk, with the possibility that we may lose the value of our entire investments or incur additional unexpected liabilities. Large or costly acquisitions or investments may also diminish our capital resources and liquidity or limit our ability to engage in additional transactions for a period of time. All of the foregoing risks may be magnified as the cost, size or complexity of an acquisition or acquired company increases, or where the acquired company's products, market or business are materially different from ours, or where more than one integration is occurring simultaneously or within a concentrated period of time.

In addition, in the future we may require significant financing to complete an acquisition or investment, whether through bank loans, raising of debt or otherwise. We cannot assure you that such financing options will be available to us on reasonable terms, or at all. If we are not able to obtain such necessary financing, it could have an impact on our ability to consummate a substantial acquisition or investment and execute our growth strategy. Alternatively, we may issue a significant number of shares as consideration for an acquisition, which would have a dilutive effect on our existing shareholders.

*If we are unable to attract and retain qualified managers and skilled employees, we will be unable to operate efficiently, which could reduce our revenue, profitability and liquidity.*

Our business is labor intensive, and some of our operations experience a high rate of employee turnover. In addition, given the nature of the highly specialized work we perform, many of our employees are trained in, and possess, specialized technical skills that are necessary to operate our business and maintain productivity and profitability. At times of low unemployment rates in the areas we serve, it can be difficult for us to find qualified and affordable personnel. We may be unable to hire and retain a sufficiently skilled labor force necessary to support our operating requirements and growth strategy. Our labor and training expenses may increase as a result of a shortage in the supply of skilled personnel. We may not be able to pass these expenses on to our customers, which could adversely affect our profitability. Additionally, our business is managed by a number of key executive and operational officers and is dependent upon retaining and recruiting qualified management. Labor shortages, increased labor or training costs, or the loss of key personnel could materially adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*The U.S. wind and solar industries benefit from tax and other economic incentives and political and governmental policies. A significant change in these incentives and policies could materially and adversely affect our business, financial condition, results of operations, cash flows and growth prospects.*

The Consolidated Appropriations Act of 2016 ("CAA") extended certain provisions of the Internal Revenue Code, which contains federal tax incentives applicable to the renewable energy industry. Currently, the tax code provides that the production tax credit for wind projects (the "PTC") applies to qualifying projects for which the construction commencement date was prior to January 1, 2020. The PTC was reduced by 20% for 2017, has been reduced by 40% for 2018, and finally will be reduced by 60% for 2019. Similarly, a phase down rate of the investment tax credit (the "ITC") in lieu of PTC is available for wind projects: 30% ITC for projects commencing before 2017, 24% for projects commencing in 2017, 18% for projects commencing in 2018 and 12% for projects commencing in 2019. Solar projects, however, will be eligible for an investment tax credit (the "Solar ITC") only. The Solar ITC is 30% for projects commencing prior to 2020 and is reduced to 26% for projects commencing in 2020 and to 22% for projects commencing in 2021. After 2021, the Solar ITC will permanently remain at 10% for projects that commence prior to 2022, but are placed in service after 2023.

The PTC, ITC, Solar ITC and cash grant program provide material incentives to develop wind energy generation facilities and thereby impact the demand for our manufactured products and services. The increased demand for our products and services resulting from the credits and incentives may continue until such credits or incentives lapse. The failure of Congress to extend or renew these incentives beyond their current expiration dates could significantly delay the development of wind energy generation facilities and the demand for wind turbines, towers and related components. In addition, we cannot assure you that any subsequent extension or renewal of the PTC, ITC, Solar ITC or cash grant program would be enacted prior to its expiration or, if allowed to expire, that any extension or renewal enacted thereafter would be enacted with retroactive effect. It is possible that these federal incentives will not be extended beyond their current expiration dates. Any delay or failure to extend or renew the PTC, ITC, Solar ITC or cash grant program in the future could have a material adverse

impact on our business, results of operations, financial performance and future development efforts.

State renewable energy portfolio standards generally require state-regulated electric utilities to supply a certain proportion of electricity from renewable energy sources or devote a certain portion of their plant capacity to renewable energy generation. Typically, subject utilities comply with such standards by qualifying for renewable energy credits evidencing the share of electricity that was produced from renewable sources. Under many state standards, these renewable energy credits can be unbundled from their associated energy and traded in a market system allowing generators with insufficient credits to meet their applicable state mandate. These standards have spurred significant growth in the wind energy industry and a corresponding increase in the demand for our manufactured products. Currently, the majority of states and the District of Columbia have renewable energy portfolio standards in place and certain states have voluntary utility commitments to supply a specific percentage of their electricity from renewable sources. The enactment of renewable energy portfolio standards in additional states or any changes to existing renewable energy portfolio standards, or the enactment of a federal renewable energy portfolio standard or imposition of other greenhouse gas regulations may impact the demand for our products. We cannot assure you that government support for renewable energy will continue. The elimination of, or reduction in, state or federal government policies that support renewable energy could have a material adverse impact on our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*Amounts included in our backlog may not result in actual revenue or translate into profits. Our backlog is subject to cancellation and unexpected adjustments and therefore is an uncertain indicator of future operating results.*

Our backlog consists of the estimated amount of services to be completed from future work on uncompleted contracts or work that has been awarded with contracts still being negotiated. It also includes revenue from change orders and renewal options. Most of our contracts are cancelable on short or no advance notice. Reductions in backlog due to cancellation by a customer, or for other reasons, could significantly reduce the revenue that we actually receive from contracts in backlog. In the event of a project cancellation, we may be reimbursed for certain costs, but we typically have no contractual right to the total revenues reflected in our backlog.

Backlog amounts are determined based on target price estimates that incorporate historical trends, anticipated seasonal impacts, experience from similar projects and from communications with our customers. These estimates may prove inaccurate, which could cause estimated revenue to be realized in periods later than originally expected, or not at all. In the past, we have occasionally experienced postponements, cancellations and reductions in expected future work due to changes in our customers' spending plans, as well as on construction projects, due to market volatility, regulatory and other factors. There can be no assurance as to our customers' requirements or the accuracy of our estimates. As a result, our backlog as of any particular date is an uncertain indicator of future revenue and earnings. In addition, contracts included in our backlog may not be profitable. If our backlog fails to materialize, our business, financial condition, results of operations, profitability, cash flows and growth prospects could be materially and adversely affected.

*We may choose, or be required, to pay our subcontractors even if our customers do not pay, or delay paying us for the related services.*

We use subcontractors to perform portions of our services. In some cases, we pay our subcontractors before our customers pay us for the related services. We could experience a material decrease in profitability and liquidity if we choose, or are required, to pay our subcontractors for work performed for customers that fail to pay, or delay paying us, for the related work.

*Our subcontractors may fail to satisfy their obligations to us or other parties, or we may be unable to maintain these relationships, either of which may have a material adverse effect on our business, financial condition, results of operations, profitability, cash flows and growth prospects.*

We depend on subcontractors to perform work on some of our projects. There is a risk that we may have disputes with subcontractors arising from, among other things, the quality and timeliness of the work they perform, customer concerns about our subcontractors, or our failure to extend existing work orders or issue new work orders under a subcontracting arrangement. If any of our subcontractors fails to deliver the agreed-upon supplies and/or perform the agreed-upon services on a timely basis, then our ability to fulfill our obligations as a prime contractor may be jeopardized. In addition, the absence of qualified subcontractors with whom we have satisfactory relationships could adversely affect our ability to perform under some of our contracts or the quality of the services we provide. Any of these factors could have a material adverse effect on our results of operations, cash flows and liquidity.

We also rely on suppliers to obtain the necessary materials for certain projects, and on equipment manufacturers and

lessors to provide us with the equipment we require to conduct our operations. Although we are not dependent on any single supplier or equipment manufacturer or lessor, any substantial limitation on the availability of required suppliers or equipment could negatively affect our operations. Market and economic conditions could contribute to a lack of available suppliers or equipment. If we cannot acquire sufficient materials or equipment, it could materially and adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*Many of our customers are regulated by federal and state government agencies, and the addition of new regulations or changes to existing regulations may adversely impact demand for our services and the profitability of those services.*

Many of our energy customers are regulated by the Federal Energy Regulatory Commission, or FERC, and our utility customers are regulated by state public utility commissions. These agencies could change the way in which they interpret the application of current regulations and/or may impose additional regulations. Interpretative changes or new regulations having an adverse effect on our customers and the profitability of the services they provide could reduce demand for our services, which could adversely affect our results of operations, cash flows and liquidity.

Any future restrictions or regulations which might be adopted could lead to operational delays, increased operating costs for our customers in the wind industry that could result in reduced capital spending and/or delays or cancellations of future wind infrastructure projects, which could materially and adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*We could incur substantial costs to comply with environmental, health, and safety laws and regulations and to address violations of or liabilities under these requirements.*

Our operations and products are subject to a variety of environmental laws and regulations in the jurisdictions in which we operate and sell products governing, among other things, air emissions, wastewater discharges, the use, handling and disposal of hazardous materials, soil and groundwater contamination, employee health and safety, and product content, performance and packaging. We cannot guarantee that we will at all times be in compliance with such laws and regulations and if we fail to comply with these laws and regulations or our permitting and other requirements, we may be required to pay fines or be subject to other sanctions. Also, certain environmental laws can impose the entire or a portion of the cost of investigating and cleaning up a contaminated site, regardless of fault, upon any one or more of a number of parties, including the current or previous owner or operator of the site. These environmental laws also impose liability on any person who arranges for the disposal or treatment of hazardous substances at a contaminated site. Third parties may also make claims against owners or operators of sites and users of disposal sites for personal injuries and property damage associated with releases of hazardous substances from those sites.

Changes in existing environmental laws and regulations, or their application, could cause us to incur additional or unexpected costs to achieve or maintain compliance. The assertion of claims relating to on- or off-site contamination, the discovery of previously unknown environmental liabilities, or the imposition of unanticipated investigation or cleanup obligations, could result in potentially significant expenditures to address contamination or resolve claims or liabilities. Such costs and expenditures could have a material adverse effect on our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*We may not accurately estimate the costs associated with services provided under fixed price contracts, which could impair our financial performance.*

We derive a significant portion of our revenue from fixed-price contracts. Under these contracts, we typically set the price of our services on a per unit or aggregate basis and assume the risk that certain costs associated with our performance may be greater than what we estimated. In addition, we enter into contracts for specific projects or jobs that may require the installation or construction of an entire infrastructure system or specified units within an infrastructure system, which are priced on a per unit basis. Profitability will be reduced if actual costs to complete each unit exceed our original estimates. If estimated costs to complete the remaining work for the project exceed the expected revenue to be earned, the full amount of any expected loss on the project is recognized in the period the loss is determined. Our profitability is therefore dependent upon our ability to accurately estimate the costs associated with our services and our ability to execute in accordance with our plans. A variety of factors affect these costs, such as lower than anticipated productivity, conditions at work sites differing materially from those anticipated at the time we bid on the contract and higher costs of materials and labor. These variations, along with other risks inherent in performing fixed price contracts, may cause actual project revenue and profits to differ from original estimates. As a result, if actual costs exceed our estimates, we could have lower margins than anticipated, or losses, which could reduce our business, financial condition, results of operations, profitability, cash flows and growth prospects.



***We recognize revenue from installation/construction fixed price contracts using the percentage-of-completion method; therefore, variations of actual results from our assumptions may reduce our profitability.***

We recognize revenue from fixed price contracts using the percentage-of-completion method, under which the percentage of revenue to be recognized in a given period is measured by the percentage of costs incurred to date on the contract to the total estimated costs for the contract. The percentage-of-completion method therefore relies on estimates of total expected contract costs. Contract revenue and total cost estimates are reviewed and revised on an ongoing basis as the work progresses. Adjustments arising from changes in the estimates of contracts revenue or costs are reflected in the fiscal period in which such estimates are revised. Estimates are based on management's reasonable assumptions, judgment and experience, but are subject to the risks inherent in estimates, including unanticipated delays or technical complications. Variances in actual results from related estimates on a large project, or on several smaller projects, could be material. The full amount of an estimated loss on a contract is recognized in the period that our estimates indicate such a loss. Such adjustments and accrued losses could result in reduced profitability, which could negatively impact our liquidity and results of operations.

***We derive a significant portion of our revenue from a concentrated base of customers, and the loss of a small number of our significant customers, or a reduction in their demand for our services, could impair our financial performance.***

Our business is concentrated among relatively few customers, and a significant proportion of our services are provided on a project-by-project basis. Although we have not been dependent upon any one customer, our revenue could significantly decline if we were to lose a small number of our significant customers, or if a few of our customers elected to perform the work that we provide with in-house service teams. In addition, our results of operations, cash flows and liquidity could be negatively affected if our customers reduce the amount of business they provide to us, or if we complete the required work on non-recurring projects and cannot replace them with similar projects. Many of the contracts with our largest customers may be canceled on short or no advance notice. Any of these factors could negatively impact our results of operations, cash flows and liquidity. See *Note 1. Business, Basis of Presentation and Significant Accounting Policies* and *Note 10. Commitments and Contingencies*, in the notes to audited consolidated financial statements, included in Item 8.

***A drop in the price of energy sources other than solar or wind energy would adversely affect our results of operations.***

We believe that a customer's decision to invest in solar or wind projects, as opposed to other forms of electric power generation, is to a significant degree driven by the levelized cost of energy production. Changes in technology or cost of commodities could lessen the appeal of wind-generated electricity and other renewables relative to other technologies for power generation. Similarly, government support for other forms of renewable or non-renewable power generation could make construction of wind and solar generating projects less attractive to customers economically. The ability of energy conservation technologies, public initiatives and government incentives to reduce electricity consumption could also lead to a reduction in the need for new generating capacity and in turn reduce demand for our services. If prices for electricity generated by wind or solar facilities are not competitive or demand for new production falls, our business, financial condition, results of operations, profitability, cash flows and growth prospects may be materially harmed.

***Increases in the costs of fuel could reduce our operating margins.***

The price of fuel needed to run our vehicles and equipment is unpredictable and fluctuates based on events outside our control, including geopolitical developments, supply and demand for oil and gas, actions by the oil and gas producers, war and unrest in oil producing countries, regional production patterns and environmental concerns. Any increase in fuel costs could materially reduce our profitability and liquidity because most of our contracts do not allow us to adjust our pricing for such expenses.

***We maintain a workforce based upon current and anticipated workloads. We could incur significant costs and reduced profitability from underutilization of our workforce if we do not receive future contract awards, if these awards are delayed, or if there is a significant reduction in the level of work we provide.***

Our estimates of future performance and results of operations depend on, among other factors, whether and when we receive new contract awards, which affect the extent to which we are able to utilize our workforce. The rate at which we utilize our workforce is affected by a variety of factors, including our ability to manage attrition, our ability to forecast our need for services, which allows us to maintain an appropriately sized workforce, our ability to transition employees from completed projects to new projects or between internal business groups, and our need to devote resources to non-chargeable activities such as training or business development. While our estimates are based upon our good faith judgment, these estimates can be unreliable and may frequently change based on newly available information. In the case of large-scale

projects where timing is often uncertain, it is particularly difficult to predict whether and when we will receive a contract award. The uncertainty of contract award timing can present difficulties in matching our workforce size to our contract needs. If an expected contract award is delayed or not received, we could incur costs resulting from reductions in staff or redundancy of facilities, which could reduce our profitability and cash flows.

***In the ordinary course of our business, we may become subject to lawsuits, indemnity or other claims, which could materially and adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.***

From time to time, we are subject to various claims, lawsuits and other legal proceedings brought or threatened against us in the ordinary course of our business. These actions and proceedings may seek, among other things, compensation for alleged personal injury, workers' compensation, employment discrimination and other employment-related damages, breach of contract, property damage, environmental liabilities, multiemployer pension plan withdrawal liabilities, punitive damages and civil penalties or other losses, liquidated damages, consequential damages, or injunctive or declaratory relief. We may also be subject to litigation involving allegations of violations of the Fair Labor Standards Act and state wage and hour laws. In addition, we generally indemnify our customers for claims related to the services we provide and actions we take under our contracts, and, in some instances, we may be allocated risk through our contract terms for actions by our customers or other third parties.

Claimants may seek large damage awards and defending claims can involve significant costs. When appropriate, we establish reserves against these items that we believe to be adequate in light of current information, legal advice and professional indemnity insurance coverage, and we adjust such reserves from time to time according to developments. See *Note 10. Commitments and Contingencies* in the notes to the audited consolidated financial statements, which are included in Item 8. We could experience a reduction in our profitability and liquidity if our legal reserves are inadequate, our insurance coverage proves to be inadequate or becomes unavailable, or our self-insurance liabilities are higher than expected. The outcome of litigation is difficult to assess or quantify, as plaintiffs may seek recovery of very large or indeterminate amounts in these types of lawsuits or proceedings, and the magnitude of the potential loss may remain unknown for substantial periods of time. Furthermore, because litigation is inherently uncertain, the ultimate resolution of any such claim, lawsuit or proceeding through settlement, mediation, or court judgment could have a material adverse effect on our business, financial condition or results of operations. In addition, claims, lawsuits and proceedings may harm our reputation or divert management's attention from our business or divert resources away from operating our business, and cause us to incur significant expenses, any of which could have a material adverse effect on our business, financial condition, results of operations, profitability, cash flows and growth prospects.

***Certain of our businesses have employees who are represented by unions or are subject to collective bargaining agreements. The use of a unionized workforce and any related obligations could adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.***

Certain of our employees are represented by labor unions and collective bargaining agreements. Although all such collective bargaining agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur despite the terms of these agreements. Strikes or work stoppages could adversely affect our relationships with our customers and cause us to lose business. Additionally, as current agreements expire, the labor unions may not be able to negotiate extensions or replacements on terms favorable to their members, or at all, or avoid strikes, lockouts or other labor actions from time to time that may affect their members. Therefore, it cannot be assured that new agreements will be reached with employee labor unions as existing contracts expire, or on desirable terms. Any action against us relating to the union workforce we employ could have a material adverse effect on our business, financial condition, results of operations, profitability, cash flows and growth prospects.

***Our participation in multiemployer pension plans may subject us to liabilities that could materially and adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.***

Substantially all of our union and collective bargaining agreements require us to participate with other companies in multiemployer pension plans. To the extent that U.S.-registered plans are underfunded defined benefit plans, the Employee Retirement Income Security Act of 1974, as amended by the Multiemployer Pension Plan Amendments Act of 1980 (collectively, "ERISA"), which governs U.S.-registered multiemployer pension plans, subjects employers to substantial liabilities upon the employer's complete or partial withdrawal from, or upon termination of, such plans. Under current law pertaining to employers that are contributors to U.S.-registered multiemployer defined benefit plans, a plan's termination, an employer's voluntary withdrawal from, or the mass withdrawal of contributing employers from, an underfunded multiemployer defined benefit plan requires participating employers to make payments to the plan for their proportionate

share of the multiemployer plan's unfunded vested liabilities. These liabilities include an allocable share of the unfunded vested benefits of the plan for all plan participants, not only for benefits payable to participants of the contributing employer. As a result, participating employers may bear a higher proportion of liability for unfunded vested benefits if the other participating employers cease to contribute to, or withdraw from, the plan. The allocable portion of liability to participating employers could be more disproportionate if employers that have withdrawn from the plan are insolvent, or if they otherwise fail to pay their proportionate share of the withdrawal liability. We currently contribute, and in the past have contributed to, plans that are underfunded, and, therefore, could have potential liability associated with a voluntary or involuntary withdrawal from, or termination of, these plans. We currently do not have plans to withdraw from, and are not aware of related liabilities associated with these plans. However, there can be no assurance that we will not be assessed liabilities in the future. The Pension Protection Act of 2006 (the "PPA") requires that underfunded pension plans improve their funding ratios within prescribed intervals based on their level of underfunding, under which benefit reductions may apply and/or participating employers could be required to make additional contributions. In addition, if a multiemployer defined benefit plan fails to satisfy certain minimum funding requirements, the Internal Revenue Service (the "IRS") may impose on the employers contributing to such a plan a non-deductible excise tax of 5% of the amount of the accumulated funding deficiency.

Based upon the information available to us from plan administrators as of December 31, 2018, several of the multiemployer pension plans in which we participate are underfunded and, as a result, we could be required to increase our contributions, including in the form of a surcharge on future benefit contributions. The amount of additional funds we may be obligated to contribute in the future cannot be estimated, as these amounts are based on future levels of work of the union employees covered by these plans, investment returns and the level of underfunding of such plans.

Withdrawal liabilities, requirements to pay increased contributions, and/or excise taxes in connection with any of the multiemployer pension plans in which we participate could negatively impact our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*Our financial results are based, in part, upon estimates and assumptions that may differ from actual results.*

In preparing our consolidated financial statements in conformity with U.S. GAAP, management makes a number of estimates and assumptions that affect the amounts reported in our consolidated financial statements. These estimates and assumptions must be made because certain information used in the preparation of our consolidated financial statements is either dependent on future events or cannot be calculated with a high degree of precision from data available. In some cases, these estimates are particularly uncertain and we must exercise significant judgment. Key estimates include: the recognition of revenue and project profit or loss, which we define as project revenue less project costs of revenue, including project-related depreciation, in particular, on long-term construction contracts or other projects accounted for under the percentage-of-completion method, for which the recorded amounts require estimates of costs to complete projects, ultimate project profit and the amount of probable contract price adjustments; allowances for doubtful accounts; estimated fair values of goodwill and intangible assets, acquisition-related contingent consideration, investments in equity investees; asset lives used in computing depreciation and amortization; accrued self-insured claims; share-based compensation; other reserves and accruals; accounting for income taxes; and the estimated impact of contingencies and ongoing litigation. Actual results could differ materially from the estimates and assumptions that we use, which could have a material adverse effect on our results of operations, cash flows and liquidity. See *Note 1. Business, Basis of Presentation and Significant Accounting Policies* in the notes to IEA's audited consolidated financial statements, which is included in Item 8.

*We may have additional tax liabilities associated with our domestic operations and discontinued Canadian operations.*

We are currently subject to federal and state income taxes in the United States. Management must exercise significant judgment in determining our provision for income taxes due to lack of clear and concise tax laws and regulations in certain jurisdictions. Tax laws may be changed or clarified and such changes may adversely affect our tax provisions. We are audited by various U.S. tax authorities and in the ordinary course of our business there are many transactions and calculations for which the ultimate tax determination may be uncertain. In addition, we have certain ongoing audits and tax disputes with tax authorities in Canada. Although we believe that our tax estimates are reasonable and that we maintain appropriate reserves for our potential liability, the final outcome of tax audits and related litigation could be materially different from that which is reflected in our financial statements.

*Unanticipated changes in effective tax rates or adverse outcomes resulting from examination of our income or other tax returns could adversely affect our financial condition and results of operations.*

We will be subject to income taxes in the United States, and our domestic tax liabilities will be subject to the allocation of expenses in differing jurisdictions. Our future effective tax rates could be subject to volatility or adversely

affected by a number of factors, including:

- changes in the valuation of our deferred tax assets and liabilities;
- expected timing and amount of the release of any tax valuation allowances;
- tax effects of stock-based compensation;
- costs related to intercompany restructurings;
- changes in tax laws, regulations or interpretations thereof; and
- lower than anticipated future earnings in jurisdictions where we have lower statutory tax rates and higher than anticipated future earnings in jurisdictions where we have higher statutory tax rates.

In addition, we may be subject to audits of our income, sales and other transaction taxes by U.S. federal and state authorities. Outcomes from these audits could have an adverse effect on our financial condition and results of operations.

***Warranty claims resulting from our services could have a material adverse effect on our business.***

We generally warrant the work we perform for a two year period following substantial completion of a project, subject to further extensions of the warranty period following repairs or replacements. Historically, warranty claims have not been material, but such claims could potentially increase. If warranty claims occur, we could be required to repair or replace warranted items at our cost, or, if our customers elect to repair or replace the warranted item using the services of another provider, we could be required to pay for the cost of the repair or replacement. Additionally, while we generally require that the materials provided to us by suppliers have warranties consistent with those we provide to our customers, if any of these suppliers default on their warranty obligations to us, we may incur costs to repair or replace the defective materials for which we are not reimbursed. The costs associated with such warranties, including any warranty-related legal proceedings, could have a material adverse effect on our results of operations, cash flows and liquidity.

***We rely on information, communications and data systems in our operations.***

Systems and information technology interruptions and/or breaches in our data security could adversely affect our ability to operate and our operating results or could result in harm to our reputation. We are heavily reliant on computer, information and communications technology and related systems in order to operate. From time to time, we experience system interruptions and delays. Our operations could be interrupted or delayed, or our data security could be breached, if we are unable to add software and hardware, effectively maintain and upgrade our systems and network infrastructure and/or take other steps to improve the efficiency of and protect our systems. In addition, our computer and communications systems and operations could be damaged or interrupted by natural disasters, power loss, telecommunications failures, computer viruses, acts of war or terrorism, physical or electronic break-ins and similar events or disruptions, including breaches by computer hackers and cyber-terrorists. Any of these or other events could cause system interruptions, delays and/or loss of critical data including private data, could delay or prevent operations, including the processing of transactions and reporting of financial results, processing inefficiency, downtime, or could result in the unintentional disclosure of customer or our information, which could adversely affect our operating results, harm our reputation and result in significant costs, fines or litigation. Similar risks could affect our customers and vendors, indirectly affecting us. While management has taken steps to address these concerns by implementing network security and internal control measures, there can be no assurance that a system failure or loss or data security breach will not materially adversely affect our financial condition and operating results.

**Risks Related to IEA's Industry and Its Customers' Industries**

***Economic downturns could reduce capital expenditures in the industries we serve, which could result in decreased demand for our services.***

The demand for our services has been, and will likely continue to be, cyclical in nature and vulnerable to general downturns in the U.S. economy. During economic downturns, our customers may not have the ability to fund capital expenditures for infrastructure, or may have difficulty obtaining financing for planned projects. In addition, uncertain or adverse economic conditions that create volatility in the credit and equity markets may reduce the availability of debt or equity financing for our customers, causing them to reduce capital spending. This has resulted, and in the future could result, in cancellations of projects or deferral of projects to a later date. Such cancellations or deferrals could materially and

adversely affect our results of operations, cash flows and liquidity. These conditions could also make it difficult to estimate our customers' demand for our services and add uncertainty to the determination of our backlog.

In addition, our customers are negatively affected by economic downturns that decrease the need for their services or the profitability of their services. During an economic downturn, our customers also may not have the ability or desire to continue to fund capital expenditures for infrastructure or may outsource less work. A decrease in related project work could negatively impact demand for the services we provide and could materially adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*Our customers may be adversely affected by market conditions and economic downturns, which could impair their ability to pay for our services.*

Slowing conditions in the industries we serve, as well as economic downturns or bankruptcies within these industries, may impair the financial condition of one or more of our customers and hinder their ability to pay us on a timely basis. In difficult economic times, some of our clients may find it difficult to pay for our services on a timely basis, increasing the risk that our accounts receivable could become uncollectible and ultimately be written off. In certain cases, our clients are project-specific entities that do not have significant assets other than their interests in the project. From time to time, it may be difficult for us to collect payments owed to us by these clients. Delays in client payments may require us to make a working capital investment, which could negatively impact our cash flows and liquidity. If a client fails to pay us on a timely basis or defaults in making payments on a project for which we have devoted significant resources, it could materially and adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

*Our industry is highly competitive, which may reduce our market share and harm our financial performance.*

We compete with other companies in most of the markets in which we operate, ranging from small independent firms servicing local markets to larger firms servicing regional and national markets. We also face competition from existing and prospective customers that employ in-house personnel to perform some of the services we provide. Additionally, organizations that have adequate financial resources and access to technical expertise and skilled personnel may become a competitor. Most of our customers' work is awarded through a bid process. Consequently, although management believes reliability is often more important to customers than price, price is often the principal factor that determines which service provider is selected, especially on smaller, less complex projects. Smaller competitors sometimes win bids for these projects based on price alone due to their lower costs and financial return requirements. Additionally, our bids for certain projects may not be successful because of a customer's perception of our relative ability to perform the work as compared to our competitors or a customer's perception of technological advantages held by our competitors as well as other factors. Our business, financial condition, results of operations, profitability, cash flows and growth prospects could be materially and adversely affected if we are unsuccessful in bidding for projects or renewing our contracts, or if our ability to win such projects or agreements requires that we accept lower margins.

*Many of the industries we serve are subject to customer consolidation, rapid technological and regulatory changes, and our inability or failure to adjust to our customers' changing needs could result in decreased demand for our services.*

We derive a substantial portion of our revenue from customers in the heavy civil and power generation industries, which are subject to consolidation, rapid changes in technology and governmental regulation. Consolidation of any of our customers, or groups of our customers, could result in the loss of one or more of these customers, or could affect customer demand for the services we provide. Additionally, changes in technology may reduce demand for the services we provide.

New technologies or upgrades to existing technologies by customers could reduce demand for our services. Technological advances may result in lower costs for sources of energy, which could render existing renewable energy projects and technologies uncompetitive or obsolete. Our failure to rapidly adopt and master new technologies as they are developed in any of the industries we serve could have a material adverse effect on our results of operations, cash flows and liquidity. Furthermore, certain of our customers face stringent regulatory and environmental requirements and permitting processes as they implement plans for their projects, any of which could result in delays, reductions and cancellations of projects, which could materially and adversely affect our business, financial condition, results of operations, profitability, cash flows and growth prospects.

#### **Risks Related to Our Company and Our Common Stock**

*There may be future sales of our common stock or other dilution of our equity that could adversely affect the market price of our common stock. In connection with certain completed acquisitions, we have issued shares of our common stock, and*

*we additionally have the option to issue shares of our common stock instead of cash as consideration for future earn-out obligations.*

We may agree to issue additional shares in connection with other future acquisition or financing transactions, which, if issued, would dilute your share ownership and could lead to volatility in our common stock price. We grow our business organically as well as through acquisition. One method of acquiring companies or otherwise funding our corporate activities is through the issuance of equity securities. In connection with certain acquisitions, we have the option to issue shares of our common stock instead of paying cash for the related earn-out obligations. Such issuances could have the effect of diluting our earnings per share as well as our existing shareholders' individual ownership percentages and could lead to volatility in our common stock price.

We are not restricted from issuing additional common stock. The issuance of additional shares of our common stock in connection with future acquisitions, convertible securities or other issuances of our common stock, including restricted stock awards, restricted stock units and/or options, or otherwise, will dilute the ownership interest of our common shareholders. Sales of a substantial number of shares of our common stock or other equity-related securities in the public market could depress the market price of our common stock and impair our ability to raise capital through the sale of additional equity or equity-linked securities. We cannot predict the effect that future sales of our common stock or other equity-related securities would have on the market price of our common stock.

*The market price of our common stock has been, and may continue to be, highly volatile.*

The market price of our common stock on the NASDAQ has been volatile in recent years. We may continue to experience significant volatility in the market price of our common stock. Numerous factors could have a significant effect on the price of our common stock, including:

- announcements of fluctuations in our operating results or the operating results of one of our competitors;
- market conditions in our customers' industries;
- capital spending plans of our significant customers;
- global and domestic energy prices;
- announcements by us or one of our competitors of new or terminated customers or new, amended or terminated contracts;
- announcements of acquisitions by us or one of our competitors;
- changes in recommendations or earnings estimates by securities analysts; and
- future sales of our common stock.

In addition, the stock market has experienced significant price and volume fluctuations in recent years, which have sometimes been unrelated or disproportionate to operating performance. Volatility in the market price of our common stock could cause shareholders to lose some or all of their investment in our common stock.

*We are an "emerging growth company" and the reduced disclosure requirements applicable to "emerging growth companies" may make our common stock less attractive to investors.*

We are an "emerging growth company," as defined in the JOBS Act. For as long as we continue to be an "emerging growth company," we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies. Among other things, we will not be required to (1) provide an auditor's attestation report on management's assessment of the effectiveness of our system of internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act, (2) comply with any new rules that may be adopted by the PCAOB requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer, (3) comply with any new audit rules adopted by the PCAOB after April 5, 2012 unless the SEC determines otherwise, (4) comply with any new or revised financial accounting standards applicable to public companies until such standards are also applicable to private companies under Section 102(b) of the JOBS Act, (5) provide certain disclosure regarding executive compensation required of larger public companies, or (6) hold a nonbinding

advisory vote on executive compensation and obtain shareholder approval of any golden parachute payments not previously approved.

Accordingly, the information that we provide shareholders in this annual report and in our other filings with the SEC may be different than what is available with respect to other public companies. In particular, as we have elected to take advantage of the extended transition period for complying with new or revised accounting standards applicable to public companies, our financial statements may not be comparable to companies that comply with public company effective dates for such new or revised standards. We cannot predict if investors will find our common stock less attractive because we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile and adversely affected. In addition, as we are not required to have our auditors formally attest to and report on the effectiveness of our internal control over financial reporting, we cannot predict the outcome of testing in future periods. If, once we are no longer an "emerging growth company," our independent registered public accounting firm cannot provide an unqualified attestation report on the effectiveness of our internal control over financial reporting, investor confidence and, in turn, the market price of our common stock could decline.

We will remain an "emerging growth company" until the earliest of (1) the last day of the first fiscal year in which our total annual gross revenues exceed \$1.07 billion, (2) the date on which we are deemed to be a "large accelerated filer," as defined in Rule 12b-2 under the Exchange Act or any successor statute, which would occur if the market value of our common stock that is held by non-affiliates exceeds \$700 million as of the last business day of our most recently completed second fiscal quarter, (3) the date on which we have issued more than \$1 billion in non-convertible debt during the preceding three-year period, and (4) the end of the fiscal year following the fifth anniversary of the date of the first sale of our common stock pursuant to an effective registration statement filed under the Securities Act, or July 6, 2021.

#### *M III and Oaktree have significant ability to influence corporate decisions.*

Oaktree and M III beneficially own approximately 48.0% and 9.5%, respectively, of our common stock as of December 31, 2018. These ownership percentages take into account both the vested founder shares and unvested founder shares.

As long as M III or Oaktree own or control a significant percentage of our outstanding voting power, they will have the ability to significantly influence all corporate actions requiring stockholder approval, including the election and removal of directors and the size of our Board, any amendment to our certificate of incorporation or bylaws, or the approval of any merger or other significant corporate transaction, including a sale of substantially all of our assets.

In addition, pursuant to the terms of the Investor Rights Agreement, each of Oaktree, on the one hand, and M III, on the other hand, will have consent rights over certain matters for so long as Oaktree or M III, respectively, directly or indirectly, beneficially own at least fifty percent (50%) of the Common Stock (including unvested founder shares, in the case of the M III) beneficially owned by the Selling Stockholders or the Sponsors, respectively, as of the closing of our business combination, including:

- entering into, waiving, amending or otherwise modifying the terms of any transaction or agreement between the Company or any of its subsidiaries, on the one hand, and (a) the M III or their affiliates or any affiliate of the Company, on the other hand (in the case of Oaktree), other than the exercise of any rights under certain existing agreements (without giving effect to any subsequent amendments) or (b) certain Selling Stockholders, Oaktree or their affiliates (in the case of the M III), subject to certain exceptions, and other than the exercise of any rights under certain existing agreements (without giving effect to any subsequent amendments);
- hiring or removing the Chief Executive Officer or any other executive officer of the Company or its subsidiaries; or
- except as contemplated by the Investor Rights Agreement, increasing or decreasing the size of the Board.

M III and Oaktree will also have ongoing rights to nominate one or two directors, depending on the ownership interests of Oaktree or the M III, respectively, and, in the case of an increase in the size of the Board or an increase in their respective ownership percentages, additional directors proportional to their respective ownership percentages.

In addition, Oaktree's consent will be required under the terms of the Certificate of Designation for the Company and its subsidiaries to take certain actions, including:

- Creating, authorizing or issuing any stock that ranks senior to or on parity with the Series A Preferred Stock with

respect to payment of dividends or upon liquidation, any capital stock that votes as a single class with the holders of Series A Preferred Stock with respect to the consent rights granted pursuant to the Certificate of Designation, or any stock of any subsidiary of the Company (with certain exceptions);

- Reclassifying or amending any capital stock if it would render such capital stock senior to or on parity with the Series A Preferred Stock;
- Entering into any agreement with respect to or consummating any merger, consolidation or similar event pursuant to which the Company or its subsidiary would not be the surviving entity if as a result of which any capital stock of such surviving entity would rank senior to or on parity with the Series A Preferred Stock;
- Incurring or guaranteeing debt if as a result the Company and its subsidiaries would have aggregate debt in excess of \$5,000,000 other than pursuant to the replacement credit facility or any refinancing thereof;
- Authorizing or consummating any change of control event or liquidation (as described in the Certificate of Designation); or
- Modifying the Certificate of Designation or other organizational document of the Company in a manner that would reasonably be expected to be materially adverse to the holders of Series A Preferred Stock.

The interests of M III or Oaktree may not align with the interests of our other stockholders. M III and Oaktree are in the business of making investments in companies and may acquire and hold interests in businesses that compete directly or indirectly with us. M III or Oaktree may also pursue acquisition opportunities that may be complementary to our business, and, as a result, those acquisition opportunities may not be available to us. Our current certificate and our proposed certificate of incorporation also provides that M III and Oaktree and their respective partners, principals, directors, officers, members, managers and/or employees, including any of the foregoing who serve as officers or directors of the post-combination company, do not have any fiduciary duty to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the post-combination company or any of its subsidiaries.

***Our quarterly operating results may fluctuate significantly and could fall below the expectations of securities analysts and investors due to seasonality and other factors, some of which are beyond our control, resulting in a decline in our stock price.***

Our quarterly operating results may fluctuate significantly because of several factors, including:

- labor availability and costs for hourly and management personnel;
- profitability of our products and services, especially in new markets and due to seasonal fluctuations;
- changes in interest rates;
- impairment of long-lived assets;
- macroeconomic conditions, both nationally and locally;
- negative publicity relating to products and services we offer;
- changes in consumer preferences and competitive conditions;
- expansion to new markets; and
- fluctuations in commodity prices.

***Our articles of incorporation and certain provision of Delaware law contain anti-takeover provisions that could impair a takeover attempt.***

As a Delaware corporation, anti-takeover provisions may impose an impediment to the ability of others to acquire control of us, even if a change of control would be of benefit to our stockholders. In addition, certain provisions of our



Articles of Incorporation and Bylaws also may impose an impediment or discourage others from a takeover.

These provisions include:

- a staggered Board providing for three classes of directors, which limits the ability of a stockholder or group to gain control of our Board;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- a prohibition on stockholders calling a special meeting and the requirement that a special meeting of stockholders may only be called by (i) the chairman of our Board, (ii) our Chief Executive Officer, (iii) a majority of our Board, or (iv) directors designated by the Sponsors or Oaktree subject to certain conditions set forth in the Investor Rights Agreement; and
- the requirement that changes or amendments to certain provisions of our certificate of incorporation or bylaws must be approved by holders of at least two-thirds of the Common Stock of the post-combination company and, in the case of our Bylaws, in some cases 80% of the Common Stock.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

Not Applicable.

#### **ITEM 2. PROPERTIES**

Our corporate headquarters, located in Indianapolis, Indiana, is a leased facility approximating 27,000 square feet. We also lease from an affiliate a 56,000 square foot office and 26,000 square foot maintenance facility in Clinton, Indiana. As of December 31, 2018, our operations were conducted from approximately 15 locations within the U.S. None of these facilities is material to our operations because most of our services are performed on customers' premises or on public rights of way and suitable alternative locations are available in substantially all areas where we currently conduct business. We also own property and equipment that had a net book value of approximately \$176.2 million as of December 31, 2018. This property and equipment includes trucks, tractors, trailers, forklifts, backhoes, sidebooms, bulldozers, excavators, trenchers, graders, loaders, scrapers, drilling machines, cranes, computers, computer software, office and building equipment, including furniture and fixtures and other equipment. Substantially all of our equipment is acquired from third-party vendors, upon none of which we depend, and we did not experience any difficulties in obtaining desired equipment in 2018.

#### **ITEM 3. LEGAL PROCEEDINGS**

IEA is subject to a variety of legal cases, claims and other disputes that arise from time to time in the ordinary course of its business. IEA cannot provide assurance that it will be successful in recovering all or any of the potential damages it has claimed or in defending claims against IEA. While the lawsuits and claims are asserted for amounts that may be material, should an unfavorable outcome occur, management does not currently expect that any currently pending matters will have a material adverse effect on our financial position, results of operations or cash flows. However, an unfavorable resolution of one or more of such matters could have a material adverse effect on IEA's business, financial condition, results of operations and cash flows.

*Carlitos Lopez v. Chicago Transit Authority; Parsons Brinkerhoff, Inc. and, Ragnar Benson, LLC* is a lawsuit filed on January 11, 2019 in the Circuit Court of Cook County, Illinois, alleging claims for personal injury and premises liability arising out of an accident the plaintiff sustained during a construction project. The case was originally filed on March 10, 2014 in the Circuit Court of Cook County, Illinois, subsequently voluntarily dismissed by the plaintiff, and refiled. The plaintiff seeks an unspecified amount of damages in the refiled case. This case is currently in the filing stage. The Company continues to vigorously defend itself; however, the Company cannot predict the outcome of this action. The Company believes it is covered by insurance for this matter.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**PART II**

**ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

**Market Information and Holders**

Our common stock is listed on the NASDAQ stock market under the symbol IEA. As of February 8, 2019, there were 996 holders of record of our common shares. Our warrants are listed on the NASDAQ Capital Market under the symbol IEAW. As of February 8, 2019, there were 304 holders of record of our warrants.

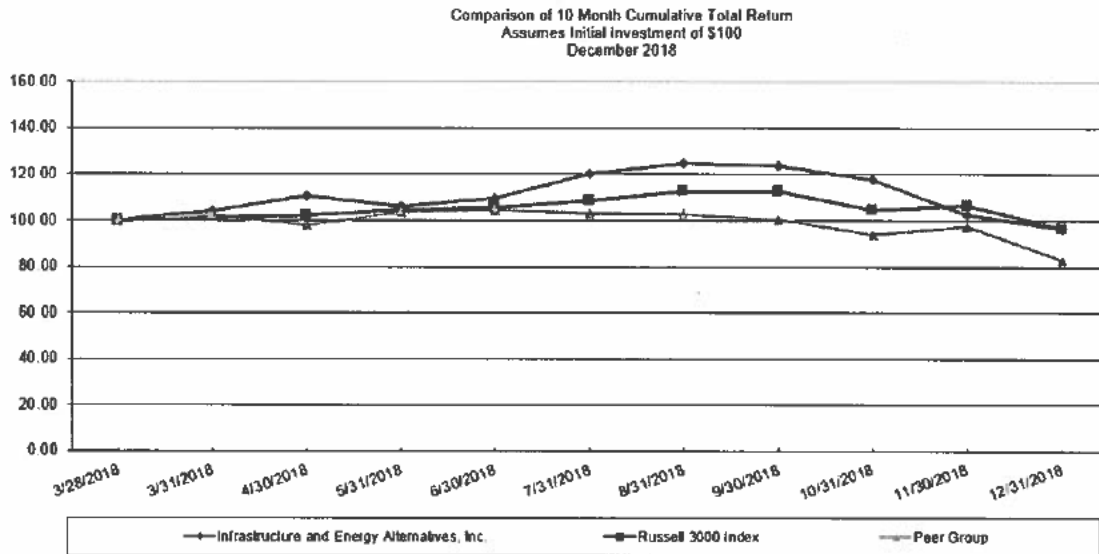
**Dividend Policy**

Our current credit facility includes certain limitations on the payment of cash dividends on our common shares. We have not paid any cash dividends since our initial public offering and do not anticipate paying any cash dividends on our common shares in the foreseeable future.

**Stock Performance**

The performance graph below compares the cumulative nine month total return for our common stock with the cumulative total return (including reinvestment of dividends) of the Russell Broadbased Index Total Return ("Russell 3000"), and with that of our peer group, which is composed of MasTec, Inc., Quanta Services, Inc., MYR Group, Inc., Construction Partners, Inc., Emcor Corporation, Granite Construction, Inc., Tetra Tech, Inc., Willdan Group, Inc., Dycom Industries, Inc. and Primoris Services Corporation. The graph assumes that the value of the investment in our common stock, as well as that of the Russell 3000 and our peer group, was \$100 on March 26, 2018 and tracks it through December 31, 2018. The comparisons in the graph are based upon historical data and are not intended to forecast or be indicative of possible future performance of our common stock.

*The performance graph shall not be deemed incorporated by reference by any general statement incorporating by reference this Annual Report into any filing under the Securities Act or the Exchange Act, except to the extent we specifically incorporate this information by reference, and shall not otherwise be deemed filed under such acts.*



## ITEM 6. SELECTED FINANCIAL DATA

The information below is only a summary and should be read in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited consolidated financial statements and the accompanying notes included in "Item 8. Financial Statements and Supplementary Data" in this Annual Report on Form 10-K.

(In thousands, except per share data)	For the Years Ended December 31,				
	2018	2017	2016	2015	2014 <sup>(1)</sup>
<b>Statement of Operations Data:</b>					
Revenue	\$ 779,343	\$ 454,949	\$ 602,665	\$ 204,640	\$ 286,254
Cost of revenue	747,817	388,928	517,419	184,850	268,559
Gross profit	\$ 31,526	\$ 66,021	\$ 85,246	\$ 19,790	\$ 17,695
Selling, general and administrative expenses	\$ 72,262	\$ 33,543	\$ 30,705	\$ 27,169	\$ 31,377
(Loss) income from operations	(40,736)	32,478	54,541	(8,907)	(15,343)
Other (expense) income, net:	32,038	(2,090)	(303)	317	(728)
Net income (loss) from continuing operations	\$ 4,244	\$ 16,525	\$ 64,451	\$ (8,696)	\$ (10,205)
Net income (loss) from discontinued operations	—	—	1,087	(19,487)	(76,636)
Net income (loss)	\$ 4,244	\$ 16,525	\$ 65,538	\$ (28,183)	\$ (86,841)
<b>Earnings Per Share Data:<sup>(2)</sup></b>					
Net (loss) income from continuing operations per common share - basic <sup>(3)</sup>	\$ (2.01)	\$ 0.77	\$ 2.99	\$ (0.40)	\$ (0.47)
Net income (loss) from discontinued operations per common share - basic	—	—	0.05	(0.90)	(3.55)
Net (loss) income per common share - basic	\$ (2.01)	\$ 0.77	\$ 3.04	\$ (1.30)	\$ (4.02)
<b>Cash Flow Data:</b>					
Net cash provided by (used in) operating activities	\$ 47,018	\$ (9,109)	\$ 53,591	\$ (5,617)	\$ (55,928)
Net cash (used in) provided by investing activities	(169,834)	(3,508)	(3,000)	352	(1,000)
Net cash provided by (used in) financing activities	189,250	(4,113)	(29,617)	8,541	39,405
<b>As of December 31,</b>					
	2018	2017	2016	2015	2014
<b>Balance Sheet Data:</b>					
Cash and cash equivalents	\$ 71,311	\$ 4,877	\$ 21,607	\$ —	\$ —
Accounts receivable, net	225,366	60,981	69,977	37,594	124,800
Costs and estimated earnings in excess of billings on uncompleted contracts	47,121	18,613	14,143	16,016	32,787
Property, plant and equipment, net	176,178	30,905	20,540	14,152	18,603
Total assets	639,228	126,703	147,716	74,363	194,637
Accounts payable and accrued liabilities	252,134	70,030	97,244	79,043	159,027
Billings in excess of costs and estimated earnings on uncompleted contracts	62,234	7,398	28,181	15,902	33,752
Total debt	328,307	33,674	—	27,946	39,405
Total liabilities	735,441	136,722	134,841	150,207	242,944
Preferred stock	34,965	—	—	—	—
Total stockholders' (deficit) equity	(131,178)	(10,019)	12,875	(75,844)	(48,307)

<sup>(1)</sup> Such information as of and for the year ended December 31, 2014 has been derived from unaudited consolidated financial statements.

<sup>(2)</sup> The calculation of weighted average common shares outstanding during the periods preceding a reverse recapitalization generally requires the Company to use the capital structure of the entity deemed to be the acquirer for accounting purposes to

calculate EPS. However, as a limited liability company, IEA Services had no outstanding common shares prior to the Merger. Therefore, the weighted average common shares outstanding for all comparable prior periods preceding the Merger is based on the capital structure of the acquired company, as management believes that is the most useful measure. See *Note 11. Earnings (Loss) Per Share* in the notes to the audited consolidated financial statements included in Item 8.

<sup>(3)</sup> Net income used in calculation of earnings per share reflects payment of \$1.6 million of preferred dividends and an adjustment of \$46.3 million for the contingent consideration fair value adjustment in 2018. See *Note 11. Earnings (Loss) Per Share* in the notes to the audited consolidated financial statements included in Item 8.

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our audited consolidated financial statements and the notes to those financial statements included as Item 8 in this Annual Report on Form 10-K. This discussion and analysis includes forward-looking statements that are based on current expectations and are subject to uncertainties and unknown or changed circumstances. For further discussion, please see "Forward-Looking Statements" at the beginning of this Annual Report on Form 10-K. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those risks inherent with our business as discussed in "Item 1A. Risk Factors."*

*Throughout this section, unless otherwise noted, "IEA," the "Company," "we," "us" and "our" refer to Infrastructure and Energy Alternatives, Inc. and its consolidated subsidiaries. Certain amounts in this section may not foot due to rounding.*

### Overview

We are a leading diversified infrastructure construction company with specialized energy and heavy civil expertise throughout the United States. The Company specializes in providing complete engineering, procurement and construction services throughout the United States for the renewable energy, traditional power and civil infrastructure industries. These services include the design, site development, construction, installation and restoration of infrastructure. We are one of three Tier 1 providers in the wind energy industry and have completed more than 200 wind and solar projects in 35 states. Although the Company has historically focused on the wind industry, its recent acquisitions have expanded its construction capabilities and geographic footprint in the areas of environmental remediation, industrial maintenance, specialty paving, heavy civil and rail infrastructure construction, creating a diverse national platform of specialty construction capabilities. We believe we have the ability to continue to expand these services because we are well-positioned to leverage our expertise and relationships in the wind energy business to provide complete infrastructure solutions in all areas.

### 2018 Company Highlights

Our long-term diversification and growth strategy has been to broaden our solar, power generation, and civil infrastructure capabilities and geographic presence and to expand the services we provide within our existing business areas. We took important steps in late 2018 by deepening our capabilities and entering new sectors that are synergistic with our existing capabilities and product offerings.

On March 26, 2018, we consummated the Merger pursuant to an Agreement and Plan of Merger, dated November 3, 2017, by and among M III, IEA Services, a Delaware limited liability company, Infrastructure and Energy Alternatives, LLC (the "Seller"), a Delaware limited liability company and the parent of IEA Services immediately prior to such time, and the other parties thereto, which provided for, among other things, the Merger of IEA Services with and into a wholly-owned subsidiary of M III. See *Note 2. Merger, Acquisitions and Discontinued Operations* in the notes to the audited consolidated financial statements for more information on the Merger.

On September 25, 2018, we acquired CCS, a leading provider of environmental and industrial engineering services. The wholly-owned subsidiaries of CCS, Saiia and the ACC Companies, generally enter into long-term contracts with both government and non-government customers to provide EPC services for environmental, heavy-civil and mining projects. We believe our acquisition of Saiia and the ACC Companies will provide IEA with a strong and established presence in the environmental and industrial engineering markets, enhanced civil construction capabilities and an expanded domestic footprint in less-seasonal Southeast, West and Southwest markets.

On November 2, 2018, we acquired William Charles, a leader in engineering and construction solutions for the rail infrastructure and heavy civil construction industries. We believe our acquisition of William Charles will provide IEA with a market leading position in the attractive rail civil infrastructure market and continue to bolster our further growth in the heavy civil and construction footprint across the Midwest and Southwest.

We believe that through the Merger and the acquisitions above that the Company has transformed its business into a diverse national platform of specialty construction capabilities with market leadership in niche markets, including renewables, environmental remediation and industrial maintenance services, heavy civil and rail.

## Economic, Industry and Market Factors

We closely monitor the effects that changes in economic and market conditions may have on our customers. General economic and market conditions can negatively affect demand for our customers' products and services, which can lead to reductions in our customers' capital and maintenance budgets in certain end-markets. In the face of increased pricing pressure, we strive to maintain our profit margins through productivity improvements and cost reduction programs. Other market, regulatory and industry factors could also affect demand for our services, such as:

- changes to our customers' capital spending plans;
- mergers and acquisitions among the customers we serve;
- access to capital for customers in the industries we serve;
- new or changing regulatory requirements or other governmental policy uncertainty;
- economic, market or political developments; and
- changes in technology, tax and other incentives.

While we actively monitor economic, industry and market factors that could affect our business, we cannot predict the effect that changes in such factors may have on our future results of operations, liquidity and cash flows, and we may be unable to fully mitigate, or benefit from, such changes.

## Impact of Seasonality and Cyclical Nature of Business

Our revenue and results of operations are subject to seasonal and other variations. These variations are influenced by weather, customer spending patterns, bidding seasons, fiscal year-ends, project schedules and timing, in particular, for large non-recurring projects and holidays. Typically, our revenue is lowest in the first quarter of the year because cold, snowy or wet conditions experienced in the northern climates are not conducive to efficient or safe construction practices. Revenue in the second quarter is typically higher than in the first quarter, as some projects begin, but continued cold and wet weather and effects from thawing ground conditions can often impact second quarter productivity. The third and fourth quarters are typically the most productive quarters of the year as a greater number of projects are underway and weather is normally more accommodating to construction projects. In the fourth quarter, many projects tend to be completed by customers seeking to spend their capital budgets before the end of the year, which generally has a positive impact on our revenue. Nevertheless, the holiday season and inclement weather can cause delays, which can reduce revenue and increase costs on affected projects. Any quarter may be positively or negatively affected by adverse or unusual weather patterns, including from excessive rainfall, warm winter weather or natural catastrophes such as hurricanes or other severe weather, making it difficult to predict quarterly revenue and margin variations.

Our industry is also highly cyclical. Fluctuations in end-user demand within the industries we serve, or in the supply of services within those industries, can impact demand for our services. As a result, our business may be adversely affected by industry declines or by delays in new projects. Variations in project schedules or unanticipated changes in project schedules, in particular, in connection with large construction and installation projects, can create fluctuations in revenue, which may adversely affect us in a given period. In addition, revenue from master service agreements, while generally predictable, can be subject to volatility. The financial condition of our customers and their access to capital, variations in project margins, regional, national and global economic, political and market conditions, regulatory or environmental influences, and acquisitions, dispositions or strategic investments can also materially affect quarterly results. Accordingly, our operating results in any particular period may not be indicative of the results that can be expected for any other period.

Our 2018 results reflect the effect of multiple severe weather events on the Company's wind business that began late in the third quarter and continued into the fourth quarter. These weather conditions had a significant impact on the construction of six wind projects across South Texas, Iowa, and Michigan, resulting in additional labor, equipment and material costs as well as change orders. IEA is aggressively pursuing the collection of all amounts it is contractually owed due to weather-related delays, including collections on change orders resulting from force majeure provisions of certain customer contracts, which generally compensate for the actual costs of weather-related delays. See *Results of Operations* for further discussion of weather impact.

## Understanding our Operating Results

### "Emerging Growth Company" Status

IEA qualifies as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act (the "JOBS Act"). For as long as a company is deemed to be an "emerging growth company," it may take advantage of specified reduced reporting and other regulatory requirements that are generally unavailable to other public companies. The JOBS Act also provides that an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to take advantage of this extended transition period. Our financial statements may therefore not be comparable to those of companies that have adopted such new or revised accounting standards. See *Note 1, Business, Basis of Presentation and Significant Accounting Policies* to our consolidated financial statements for more information on "emerging growth company" reduced reporting requirements and when we would cease to be an "emerging growth company." We continue to monitor our status as an "emerging growth company" and are currently preparing, and expect to be ready to comply with, the additional reporting and regulatory requirements that will be applicable to us when we cease to qualify as an "emerging growth company."

### Revenue

We provide engineering, building, installation, maintenance and upgrade services to our customers. We derive revenue from projects performed under fixed price contracts and other service agreements for specific projects or jobs requiring the construction and installation of an entire infrastructure system or specified units within an entire infrastructure system. We recognize a significant portion of our revenue based on the percentage-of-completion method. See *Revenue Recognition for Percentage-of-Completion Projects* within *Critical Accounting Policies and Estimates* below.

### Cost of Revenue

Cost of revenue consists principally of: salaries, wages and employee benefits; subcontracted services; equipment rentals and repairs; fuel and other equipment expenses, including allocated depreciation and amortization expense; material costs, parts and supplies; insurance; and facilities expenses. Project profit is calculated by subtracting a project's cost of revenue, including project-related depreciation, from project revenue. Project profitability and corresponding project margins will be reduced if actual costs to complete a project exceed our estimates on fixed price and installation/construction service agreements. Estimated losses on contracts are recognized immediately when estimated costs to complete a project exceed the remaining revenue to be received over the remainder of the contract. Various factors, some controllable and some not, can impact our margins on a quarterly or annual basis, including:

- *Seasonality and Geographical Factors.* Seasonal patterns can have a significant impact on project margins. Generally, business is slower at the beginning of the year. Adverse or favorable weather conditions can impact project margins in a given period. For example, extended periods of rain or snowfall can negatively impact revenue and project margins as a result of reduced productivity from projects being delayed or temporarily halted. Conversely, in periods when weather remains dry and temperatures are accommodating, more work can be done, sometimes with less cost, which can favorably impact project margins. In addition, the mix of business conducted in different geographic areas can affect project margins due to the particular characteristics associated with the physical locations where the work is being performed, such as mountainous or rocky terrain versus open terrain. Site conditions, including unforeseen underground conditions, can also impact project margins.
- *Revenue Mix.* The mix of revenues derived from the industries we serve and the types of services we provide within an industry will impact margins, as certain industries and services provide higher margin opportunities. Additionally, changes in our customers' spending patterns in any of the industries we serve can cause an imbalance in supply and demand and, therefore, affect margins and mix of revenues by industry served.
- *Performance Risk.* Overall project margins may fluctuate due to work volume, project pricing and job productivity. Job productivity can be impacted by quality of the work crew and equipment, availability of skilled labor, environmental or regulatory factors, customer decisions and crew productivity. Crew productivity can be influenced by weather conditions and job terrain, such as whether project work is in a right of way that is open or one that is obstructed (either by physical obstructions or legal encumbrances).
- *Subcontracted Resources.* Our use of subcontracted resources in a given period is dependent upon activity levels and the amount and location of existing in-house resources and capacity. Project margins on subcontracted work can vary from project margins on self-perform work. As a result, changes in the mix of subcontracted resources versus self-perform work can impact our overall project margins.

### ***Selling, General and Administrative Expenses***

Selling, general and administrative expenses consist principally of compensation and benefit expenses, travel expenses and related costs for our finance, benefits and risk management, legal, facilities, information services and executive personnel. Selling, general and administrative expenses also include outside professional and accounting fees, expenses associated with information technology used in administration of the business, various forms of insurance, acquisition and transaction expenses.

### ***Interest Expense, Net***

Interest expense, net consists of contractual interest expense on outstanding debt obligations, amortization of deferred financing costs and other interest expense, including interest expense related to financing arrangements, with all such expenses net of interest income.

### ***Discontinued Operations***

Discontinued operations consist of revenue and expenses associated with our Canadian operations that were completely abandoned. We effectively completed all significant projects in Canada and reduced or redeployed substantially all of our Canadian resources, facilities and equipment as of July 2016.

### **Critical Accounting Policies and Estimates**

This management's discussion and analysis of our financial condition and results of operations is based upon IEA's consolidated financial statements included in Item 8, which have been prepared in accordance with GAAP. The preparation of these consolidated financial statements requires the use of estimates and assumptions that affect the amounts reported in our consolidated financial statements and the accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis of making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Given that management estimates, by their nature, involve judgments regarding future uncertainties, actual results may differ from these estimates if conditions change or if certain key assumptions used in making these estimates ultimately prove to be inaccurate. For discussion of all of our significant accounting policies, see *Note 1, Business, Basis of Presentation and Significant Accounting Policies* to our consolidated financial statements.

We believe that the accounting policies described below are the most critical in the preparation of our consolidated financial statements as they are important to the portrayal of our financial condition and require significant or complex judgment and estimates on the part of management.

#### ***Revenue Recognition for Percentage-of-Completion Projects***

Revenue from fixed-price contracts provides for a fixed amount of revenue for the entire project, subject to certain additions for changed scope or specifications. We recognize revenue from these contracts using the percentage-of-completion method. Under this method, the percentage of revenue to be recognized for a given project is measured by the percentage of costs incurred to date on the contract to the total estimated costs for the contract.

The estimation process for revenue recognized under the percentage-of-completion method is based on the professional knowledge and experience of our project managers, engineers and financial professionals. Our management reviews the estimates of contract revenue and costs on an ongoing basis. Changes in job performance, job conditions and management's assessment of expected settlements of disputes related to contract price adjustments are factors that influence estimates of total contract value and total costs to complete those contracts and, therefore, our profit recognition. Changes in these factors may result in revisions to costs and income, and their effects are recognized in the period in which the revisions are determined, which could materially affect our results of operations in the period in which such changes are recognized. Provisions for losses on uncompleted contracts are made in the period in which such losses are determined to be probable and the amount can be reasonably estimated. The substantial majority of fixed price contracts are completed within one year.

For an approved change order which can be reliably estimated as to price, the anticipated revenues and costs associated with the change order are added to the total contract value and total estimated costs of the project, respectively. When costs are incurred for a) an unapproved change order which is probable to be approved or b) an approved change order



which cannot be reliably estimated as to price, the total anticipated costs of the change order are added to both the total contract value and total estimated costs for the project. Once a change order becomes approved and reliably estimable, any margin related to the change order is added to the total contract value of the project.

### ***Business Combinations***

We account for our business combinations by recognizing and measuring in the financial statements the identifiable assets acquired, the liabilities assumed and any non-controlling interests (if applicable) in the acquiree at the acquisition date. The purchase is accounted for using the acquisition method, and the fair value of purchase consideration is allocated to the tangible and intangible assets acquired and the liabilities assumed based on their estimated fair values. The excess, if any, of the fair value of the purchase consideration over the fair value of the identifiable net assets is recorded as goodwill. Conversely, the excess, if any, of the net fair values of the identifiable net assets over the fair value of the purchase consideration is recorded as a gain. The fair values of net assets acquired are calculated using expected cash flows and industry-standard valuation techniques and these valuations require management to make significant estimates and assumptions. These estimates and assumptions are inherently uncertain and, as a result, actual results may materially differ from estimates. Significant estimates include, but are not limited to, future expected cash flows, useful lives and discount rates.

Due to the time required to gather and analyze the necessary data for each acquisition, U.S. GAAP provides a "measurement period" of up to one year in which to finalize these fair value determinations. During the measurement period, preliminary fair value estimates may be revised if new information is obtained about the facts and circumstances existing as of the date of acquisition, or based on the final net assets and working capital of the acquired business, as prescribed in the applicable purchase agreement. Such adjustments may result in the recognition, or adjust the fair values, of acquisition-related assets and liabilities and/or consideration paid, and are referred to as "measurement period" adjustments. For the year ended December 31, 2018, measurement period adjustments related to an increase to goodwill of \$10.2 million and further adjustments discussed in *Note 2. Merger, Acquisitions and Discontinued Operations* included in Item 8.

### ***Goodwill***

We have goodwill that has been recorded in connection with our acquisitions of businesses. Goodwill is tested for impairment at least annually and tested for impairment more frequently if events and circumstances indicate that the asset might be impaired. Under applicable guidance, any impairment charges are required to be recorded as operating expenses. For the years ended December 31, 2018, 2017 and 2016, we performed a qualitative assessment for our goodwill by examining relevant events and circumstances that could have an effect on its fair value, such as macroeconomic conditions, industry and market conditions, entity-specific events, financial performance and other relevant factors or events that could affect earnings and cash flows. Based on evaluation of these qualitative assessments, it was determined that there was no goodwill impairment for these years; however, goodwill may be impaired in future periods. Significant changes in the assumptions or estimates used in our impairment analyses, such as a reduction in profitability and/or cash flows, could result in non-cash goodwill impairment charges and materially affect our operating results.

### ***Impairment of Property, Plant and Equipment and Intangibles***

We review long-lived assets that are held and used for impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. If an evaluation is required, the estimated future undiscounted cash flows associated with the asset are compared with the asset's carrying amount to determine if there has been an impairment, which is calculated as the difference between the fair value of an asset and its carrying value. Estimates of future undiscounted cash flows are based on expected growth rates for the business, anticipated future economic conditions and estimates of residual values. Fair values take into consideration management's estimates of risk-adjusted discount rates, which are believed to be consistent with assumptions that marketplace participants would use in their estimates of fair value. There were no impairments of property, plant and equipment or intangible assets recognized during the years ended December 31, 2018, 2017 and 2016.

## Results of Operations

### Comparison of Years Ended December 31, 2018 and 2017

The following table reflects our consolidated results of operations in dollar and percentage of revenue terms for the periods indicated:

(In thousands, except percentages)	Year Ended December 31,				2018 vs. 2017	
	2018		2017		\$ Change	% Change
Revenue	\$ 779,343	100.0 %	\$ 454,949	100.0 %	324,394	71.3
Cost of revenue	747,817	96.0 %	388,928	85.5 %	358,889	92.3
Gross profit	31,526	4.0 %	66,021	14.5 %	(34,495)	(52.2)
Selling, general and administrative expenses	72,262	9.3 %	33,543	7.4 %	38,719	115.4
(Loss) income from operations	(40,736)	(5.2)%	32,478	7.1 %	(73,214)	(225.4)
Other (expense) income, net:						
Interest expense, net	(12,080)	(1.6)%	(2,201)	(0.5)%	(9,879)	448.8
Contingent consideration fair value adjustment	46,291	5.9 %	—	— %	46,291	—
Other (expense) income	(2,173)	(0.3)%	111	— %	(2,284)	(2,057.7)
(Loss) income before benefit (provision) for income taxes	(8,698)	(1.1)%	30,388	6.7 %	(39,086)	(128.6)
Benefit (provision) for income taxes	12,942	1.7 %	(13,863)	(3.0)%	26,805	(193.4)
Net income	\$ 4,244	0.5 %	\$ 16,525	3.6 %	(12,281)	(74.3)

**Revenue.** Revenue increased by 71.3%, or \$324.4 million, during the year ended December 31, 2018 as compared to the same period in 2017. The increase in revenue is primarily due to the increased project volume, coupled with larger revenue projects in 2018. The Company generated approximately \$156.3 million more in revenue related to our top ten projects under construction this year compared to the prior year and, to a lesser extent, the fourth quarter revenue of \$125.6 million from our acquired businesses.

**Cost of revenue.** Cost of revenue increased by 92.3%, or \$358.9 million, during the year ended December 31, 2018 as compared to the same period in 2017, primarily due to the larger volume of business in 2018, including cost of revenue of \$115.4 million from our acquired businesses. As discussed under "Impact of Seasonality and Cyclical Nature of Our Business," cost of revenue for the year was negatively impacted by multiple severe weather events that began in the late third quarter and continued into the fourth quarter of 2018. The weather conditions had a significant impact on the construction of six wind projects across South Texas, Iowa and Michigan resulting in additional labor, equipment and material costs. Although the Company is aggressively pursuing the collection of all amounts it is contractually owed due to weather-related delays, including collections on change orders resulting from force majeure provisions of certain customer contracts, at this time, the Company anticipates that these costs will not be recovered.

**Gross profit.** Gross profit decreased by 52.2%, or \$34.5 million, during the year ended December 31, 2018 as compared to the same period in 2017. As a percentage of revenue, gross profit declined and totaled 4.0% for the year ended December 31, 2018 as compared to 14.5% in the prior-year period. The decrease in margin was primarily due to work stoppages related to extreme weather on six projects of \$35.8 million coupled with a negative impact due to the previously disclosed customer dispute, both due to unbilled revenue and costs associated with the project, of approximately \$8.5 million. To a lesser extent, the remaining decrease in margin also reflected early signs of labor and other cost inflation due to increasingly robust construction markets across the country.

**Selling, general and administrative expenses.** Selling, general and administrative expenses increased by 115.4%, or \$38.7 million, during the year ended December 31, 2018 as compared to the same period in 2017. Selling, general and administrative expenses were 9.3% of revenue for the year ended December 31, 2018, compared to 7.4% for the same period in 2017. The increase in selling, general and administrative expenses was primarily driven by \$14.2 million of acquisition-related expenses incurred for our 2018 acquisitions, \$8.5 million of Merger-related transaction costs and \$6.9 million of staffing related expenses due to higher project volume and, to a lesser extent, the fourth quarter selling, general and administrative expenses of \$8.6 million from our acquired businesses.

**Interest expense, net.** Interest expense, net increased by 448.8%, or \$9.9 million, during the year ended December 31, 2018 as compared to the same period in 2017. This increase was driven by the increased borrowings under our lines of credit to support the increased revenue base from our wind business and our new term loan to finance the acquisition of our acquired businesses.

**Contingent consideration fair value adjustment.** In the fourth quarter of 2018, the Company recognized a \$46.3 million adjustment to the fair value of its contingent consideration incurred in connection with the Merger. The merger agreement requires the Company to issue additional shares of our common stock to the Seller if certain financial targets for 2018 and 2019 are achieved. The Company may be required to issue such shares if the 2019 financial target is achieved. The fair value calculation derived an adjustment to the liability based on 2018 actual financial results and the expected probability of reaching the full amount of contingent consideration in 2019. See Note 8, *Fair Value of Financial Instruments* in Item 8 for further discussion related to inputs into the fair value adjustment.

**Other income (expense).** Other income decreased by 2,057.7%, or \$2.3 million, to an expense of \$2.2 million during the year ended December 31, 2018 as compared to the same period in 2017. The decrease in other income compared to the prior year period was primarily the result of a \$1.8 million loss on the extinguishment of debt recognized in 2018.

**Provision for income taxes.** Income tax expense decreased by 193.4%, or \$26.8 million, to a benefit of \$12.9 million for the year ended December 31, 2018, compared to an expense of \$13.9 million for the same period in 2017. The effective tax rates for the years ended December 31, 2018 and 2017 were 148.8% and 45.6%, respectively. The higher effective tax rate is primarily attributable to the permanent item pertaining to contingent consideration and state taxes, partially offset by tax law changes which reduced the federal statutory rate. The difference between the Company's effective tax rate and the federal statutory rate primarily results from permanent adjustments and current state taxes. There were no changes in uncertain tax positions during the years ended December 31, 2018 and 2017.

#### Comparison of Years Ended December 31, 2017 and 2016

The following table reflects our consolidated results of operations in dollar and percentage of revenue terms for the periods indicated:

(in thousands, except percentages)	Year Ended December 31,				2017 vs. 2016	
	2017		2016		\$ Change	% Change
Revenue	\$ 454,949	100.0 %	\$ 602,665	100.0 %	(147,716)	(24.5)
Cost of revenue	388,928	85.5 %	517,419	85.9 %	(128,491)	(24.8)
Gross profit	66,021	14.5 %	85,246	14.1 %	(19,225)	(22.6)
Selling, general and administrative expenses	33,543	7.4 %	30,705	5.1 %	2,838	9.2
Income from operations	32,478	7.1 %	54,541	9.0 %	(22,063)	(40.5)
Other (expense) income, net:						
Interest expense, net	(2,201)	(0.5)%	(516)	(0.1)%	(1,685)	326.6
Other income	111	—%	213	—%	(102)	(47.9)
Income before (provision) benefit for income taxes	30,388	6.7 %	54,238	9.0 %	(23,850)	(44.0)
(Provision) benefit for income taxes	(13,863)	(3.0)%	10,213	1.7 %	(24,076)	(235.7)
Net income from continuing operations	16,525	3.6 %	64,451	10.7 %	(47,926)	(74.4)
Net income from discontinued operations	—	—%	1,087	0.2 %	(1,087)	(100.0)
Net income	\$ 16,525	3.6 %	\$ 65,538	10.9 %	(49,013)	(74.8)

**Revenue.** For the year ended December 31, 2017, consolidated revenue decreased to \$454.9 million from \$602.7 million, a decrease of approximately \$147.7 million, or 24.5%, as compared with the prior year. In 2016, a refocus on U.S. wind energy construction, as well as a pull forward of volume in anticipation of a decline in tax credits in 2017, resulted in higher revenue in 2016 and caused a slow-down in projects in 2017. Ultimately, the tax credits were extended in 2017, but revenue in the fourth quarter of 2017 was negatively impacted by uncertainty caused by the legislative process for enacting the 2017 Tax Act, which caused some participants in the renewable energy industry to delay new development projects until the ultimate terms of the 2017 Tax Act could be evaluated.

**Cost of revenue.** Cost of revenue was \$388.9 million, or 85.5% of revenue, for the year ended December 31, 2017, as compared to \$517.4 million, or 85.9% of revenue, for the same period in 2016, for a decrease of approximately \$128.5 million,

or 24.8%. The decrease in the dollar amount cost of revenue was primarily driven by decreased project activity. We were able to achieve a slight reduction in our cost of revenue percentage primarily through our continued focus on operating efficiency.

**Gross profit.** Gross profit decreased by \$19.2 million, or 22.6%, to \$66.0 million for the year ended December 31, 2017, as compared to \$85.2 million for the same period in 2016. The decrease in 2017 gross profit was due to decreased project activity relative to the prior year. A refocus on core U.S. operations and strengthened project controls in 2016 carried over to 2017 allowing us to maintain gross profit as a percentage of revenue of 14.5%, as compared to 14.1% in 2016.

**Selling, general and administrative expenses.** Selling, general and administrative expenses were \$33.5 million, or 7.4% of revenue for the year ended December 31, 2017, as compared to \$30.7 million, or 5.1% of revenue for the same period in 2016, an increase of \$2.8 million, or 9.2%. The increase in selling, general and administrative expenses was primarily driven by an increase to diversification selling, general and administrative expenses related to our recent initiatives to grow our solar and transmission businesses of \$3.8 million, as well as \$3.8 million consulting fees and professional expenses, offset by a decrease in payments of employee incentives.

**Interest expense, net.** Interest expense, net of interest income, was \$2.2 million for the year ended December 31, 2017 as compared to \$0.5 million for the same period in 2016. This increase was primarily driven by a significant increase in equipment financed under capital leases.

**Other income.** Other income was \$0.1 million for the year ended December 31, 2017 as compared to \$0.2 million for the same period in 2016. The decrease in other income was primarily driven by lower gains on the sale of assets in 2017.

**(Provision) benefit for income taxes.** Income tax provision was \$13.9 million for the year ended December 31, 2017 as compared with a tax benefit of \$10.2 million for the year ended December 31, 2016, an increase of approximately \$24.1 million. The increase in provision for income taxes was primarily driven by the release of the valuation allowance during 2016.

**Net income from discontinued operations.** Net income from discontinued operations was \$1.1 million for the year ended December 31, 2016 and related to the wind down of our Canadian operations that concluded in 2016.

### **Liquidity and Capital Resources**

Our primary sources of liquidity are cash flows from operations, our cash balances and availability under our revolving credit facility. Our primary liquidity needs are for working capital, debt service, interest on our preferred stock, income taxes, capital expenditures, insurance collateral, and strategic acquisitions in the form of cash and letters of credit.

We anticipate that our existing cash balances, funds generated from operations and borrowings will be sufficient to meet our cash requirements for the next twelve months. As of December 31, 2018, we had approximately \$71 million in cash and no availability under our credit facility. To the extent that cash from operations and borrowings under our revolving credit facility are not sufficient to meet our liquidity needs in the next twelve months, we expect to access other sources of liquidity through alternative sources such as issuance of debt and equity securities, expansions of our credit facility or other sources. There can be no assurance that any such sources will be available or if they are available that we can obtain capital from such sources on commercially reasonable terms.

### **Capital Expenditures**

For the year ended December 31, 2018, we incurred \$49.0 million in equipment purchases under capital lease and an additional \$4.2 million in cash purchases. We estimate that we will spend approximately two percent of revenue for capital expenditures in 2019. Actual capital expenditures may increase or decrease in the future depending upon business activity levels, as well as ongoing assessments of equipment lease versus buy decisions based on short and long-term equipment requirements.

### **Working Capital**

We require working capital to support seasonal variations in our business, primarily due to the effect of weather conditions on external construction and maintenance work and the spending patterns of our customers, both of which influence the timing of associated spending to support related customer demand. Our business is typically slower in the first quarter of each calendar year. Working capital needs are generally lower during the spring when projects are awarded and we receive down payments from customers. Conversely, working capital needs generally increase during the summer or fall months due to increased demand for our services when favorable weather conditions exist in many of the regions in which we operate. Again,

working capital needs are typically lower and working capital is converted to cash during the winter months. These seasonal trends, however, can be offset by changes in the timing of projects, which can be affected by project delays or accelerations and/or other factors that may affect customer spending.

Generally, we receive 5% to 10% cash payments from our customers upon the inception of the projects. Timing of billing milestones and project close-outs can contribute to changes in unbilled revenue. As of December 31, 2018, substantially all of our costs and estimated earnings in excess of billings on uncompleted contracts will be billed to customers in the normal course of business. Net accounts receivable balances, which consist of contract billings as well as costs and estimated earnings in excess of billings on uncompleted contracts and retainage, increased to \$272.5 million as of December 31, 2018 from \$79.6 million as of December 31, 2017, due primarily to higher levels of revenue, timing of project activity and collection of billings to customers.

Our billing terms are generally net 30 days, and some of our contracts allow our customers to retain a portion of the contract amount (generally, from 5% to 10%) until the job is completed. As part of our ongoing working capital management practices, we evaluate opportunities to improve our working capital cycle time through contractual provisions and certain financing arrangements. Our agreements with subcontractors often contain a "pay-if-paid" provision, whereby our payments to subcontractors are made only after we are paid by our customers.

#### Sources and Uses of Cash

Sources and uses of cash are summarized below for the periods indicated:

(in thousands)	Year Ended December 31,		
	2018	2017	2016
Net cash provided by (used in) operating activities	\$ 47,018	\$ (9,109)	\$ 53,591
Net cash used in investing activities	(169,834)	(3,508)	(3,000)
Net cash provided by (used in) financing activities	189,250	(4,113)	(29,617)

**Operating Activities.** Net cash provided by operating activities for the year ended December 31, 2018 was \$47.0 million as compared to net cash used in operating activities of \$9.1 million for the same period in 2017. The increase in net cash provided by operating activities reflects the timing of receipts from customers and payments to vendors in the ordinary course of business. The increase is primarily attributable to \$122.6 million less cash paid for accounts payable and accrued liabilities, coupled with a \$46.6 million increase from billings in excess of costs and estimated earnings on uncompleted contracts, partially offset by \$45.3 million less cash collected from accounts receivable, a decrease in operating income (excluding non-cash items) of \$61.5 million and additional cash paid for interest of \$8.6 million.

The \$62.7 million decrease in operating cash flow for the year ended December 31, 2017 as compared to the same period in 2016 was primarily attributable to \$45.1 million more cash paid for accounts payable and accrued liabilities, coupled with a \$33.0 million decrease from billings in excess of costs and estimated earnings on uncompleted contracts, partially offset by \$30.0 million more cash collected from accounts receivable.

**Investing Activities.** Net cash used in investing activities for the year ended December 31, 2018 was \$169.8 million as compared to \$3.5 million for the same period in 2017. The increase in net cash used in investing activities in 2018 primarily reflects the net cash paid for two acquisitions of \$166.7 million. The \$0.5 million decrease in investing cash flow for the year ended December 31, 2017 as compared to the same period in 2016 was due to a \$1.5 million increase in use of cash for company-owned life insurance, offset by a \$0.6 million decrease in property, plant and equipment purchases and a \$0.4 million increase in proceeds received from the sale of property, plant and equipment.

**Financing Activities.** Net cash provided by financing activities for the year ended December 31, 2018 was \$189.3 million as compared to net cash used in financing activities of \$4.1 million for the same period in 2017. The \$193.4 million increase in cash in 2018 is primarily attributable to an increase in net proceeds from debt of \$189.6 million, coupled with reduced distributions of \$34.7 million, which was partially offset by a \$25.8 million use of cash in connection with the Merger and a \$4.1 million increase in capital lease payments. The \$25.5 million increase in financing cash flow for the year ended December 31, 2017 as compared to the same period in 2016 was primarily driven by \$33.7 million of proceeds received from our old line of credit in 2017 compared to \$27.9 million of payments in 2016, partially offset by \$34.7 million of distributions in 2017.

## Debt

For further discussion of our term loan facility, our revolving line of credit and corresponding debt covenants, see *Note 9. Debt* in the notes to our audited consolidated financial statements included in Item 8.

### Letters of Credit and Surety Bonds

In the ordinary course of business, we are required to post letters of credit and surety bonds to customers in support of performance under certain contracts. Such letters of credit are generally issued by a bank or similar financial institution. The letter of credit or surety bond commits the issuer to pay specified amounts to the holder of the letter of credit or surety bond under certain conditions. If the letter of credit or surety bond issuer were required to pay any amount to a holder, we would be required to reimburse the issuer, which, depending upon the circumstances, could result in a charge to earnings. As of December 31, 2018 and 2017, we were contingently liable under letters of credit issued under our respective revolving lines of credit in the amount of \$3.0 million and \$5.9 million, respectively, related to projects. In addition, as of December 31, 2018 and 2017, we had outstanding surety bonds on projects of \$1.68 billion and \$535.5 million, respectively, which includes the bonding lines of the acquired companies as of December 31, 2018.

### Contractual Obligations

The following table sets forth our contractual obligations and commitments for the periods indicated as of December 31, 2018:

(In thousands)	Payments due by period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
Debt (principal) <sup>(1)</sup>	\$ 351,841	\$ 32,580	\$ 62,279	\$ 106,944	\$ 150,038
Debt (interest) <sup>(2)</sup>	130,937	30,084	51,648	39,556	9,649
Capital leases <sup>(3)</sup>	71,197	21,240	37,254	12,703	—
Operating leases <sup>(4)</sup>	34,167	6,674	8,461	4,329	14,703
Total	\$ 588,142	\$ 90,578	\$ 159,642	\$ 163,532	\$ 174,390

(1) Represents the contractual principal payment due dates on our outstanding debt.

(2) Includes variable rate interest using December 31, 2018 rates.

(3) We have obligations, exclusive of associated interest, recognized under various capital leases for equipment totaling \$63.5 million at December 31, 2018. Net amounts recognized within property, plant and equipment, net in the consolidated balance sheet under these capitalized lease agreements at December 31, 2018 totaled \$66.8 million.

(4) We lease real estate, vehicles, office equipment and certain construction equipment from unrelated parties under non-cancelable leases. Lease terms range from month-to-month to terms expiring through 2038.

### Off-Balance Sheet Arrangements

As is common in our industry, we have entered into certain off-balance sheet arrangements in the ordinary course of business. Our significant off-balance sheet transactions include liabilities associated with non-cancelable operating leases, letter of credit obligations, surety and performance and payment bonds entered into in the normal course of business, liabilities associated with deferred compensation plans and liabilities associated with certain indemnification and guarantee arrangements. See *Note 9. Debt* and *Note 10. Commitments and Contingencies* to our consolidated financial statements for further discussion pertaining to certain of our off-balance sheet arrangements.

### Recently Issued Accounting Pronouncements

See *Note 1. Business, Basis of Presentation and Significant Accounting Policies* to our consolidated financial statements included in this Annual Report on 10-K for disclosures concerning recently issued accounting standards. These disclosures are incorporated herein by reference.

### Backlog

For companies in the construction industry, backlog can be an indicator of future revenue streams. Estimated backlog represents the amount of revenue we expect to realize beyond 2020 from the uncompleted portions of existing construction

contracts, including new contracts under which work has not begun and awarded contracts for which the definitive project documentation is being prepared, as well as revenue from change orders and renewal options. Estimated backlog for work under fixed price contracts and cost-reimbursable contracts is determined based on historical trends, anticipated seasonal impacts, experience from similar projects and estimates of customer demand based on communications with our customers. Cost-reimbursable contracts are included in backlog based on the estimated total contract price upon completion.

As of December 31, 2018, our total backlog was approximately \$2.1 billion compared to \$1.1 billion as of December 31, 2017. The \$1.0 billion increase is primarily related to \$833.7 million of backlog related to our acquisitions coupled with \$166.3 million of an increase in backlog related to our legacy IEA business. Based on historical trends in the Company's backlog, we believe awarded contracts to be firm and that the revenue for such contracts will be recognized over the life of the project. Timing of revenue for construction and installation projects included in our backlog can be subject to change as a result of customer delays, regulatory factors and/or other project-related factors. These changes could cause estimated revenue to be realized in periods later than originally expected, or not at all. In the past, we have occasionally experienced postponements, cancellations and reductions on construction projects, due to market volatility and regulatory factors. There can be no assurance as to our customers' requirements or the accuracy of our estimates. As a result, our backlog as of any particular date is an uncertain indicator of future revenue and earnings.

Backlog is not a term recognized under GAAP, although it is a common measurement used in our industry. Our methodology for determining backlog may not be comparable to the methodologies used by others. See "Item 1A. Risk Factors" for a discussion of the risks associated with our backlog.

#### Quarterly Financial Information (Unaudited)

Summarized quarterly results of operations for the year ended December 31, 2018 were as follows:

(\$ in thousands, except per share data)	Q1	Q2	Q3	Q4
Revenue	\$ 50,135	\$ 174,073	\$ 279,279	\$ 275,856
Gross profit	(3,085)	16,799	27,008	(9,196)
(Loss) income from operations	(20,045)	7,601	10,044	(38,336)
Net (loss) income	(17,392)	4,915	5,736	10,985
Net (loss) income per common share - basic	\$ (0.81)	\$ 0.20	\$ 0.24	\$ (1.63)
Net (loss) income per common share - diluted	\$ (0.81)	\$ 0.14	\$ 0.17	\$ (1.63)
Weighted average common shares outstanding - basic	21,577,650	21,577,650	21,577,650	21,928,029
Weighted average common shares outstanding - diluted	21,577,650	34,392,159	34,100,088	21,928,029

Summarized quarterly results of operations for the year ended December 31, 2017 were as follows:

(\$ in thousands, except per share data)	Q1	Q2	Q3	Q4
Revenue	\$ 52,256	\$ 106,042	\$ 177,830	\$ 118,821
Gross profit	8,064	14,204	24,304	19,449
Income from operations	1,997	5,809	14,813	9,859
Net income	1,390	3,588	9,155	2,392
Net income per common share - basic and diluted	\$ 0.06	\$ 0.17	\$ 0.42	\$ 0.11
Weighted average common shares outstanding - basic and diluted	21,577,650	21,577,650	21,577,650	21,577,650

Certain transactions affecting comparisons of the Company's quarterly results, which may not represent the amounts recognized for the full year for such transactions, include the following:

- The Company completed a merger with a special purpose acquisition corporation in the first quarter of 2018 and therefore had significant transaction costs of \$8.5 million.

- There were two acquisitions completed in the second half of 2018, which contributed to Revenue and Cost of Revenue of \$125.6 million and \$115.4 million, respectively.
- Certain projects incurred significant weather related costs in the fourth quarter of 2018, that increased costs required to complete those projects and decreased gross margin significantly.
- Net income used in calculation of earnings per share reflects payment of \$1.6 million of preferred dividends and an adjustment of \$46.3 million for the contingent consideration fair value adjustment in 2018. See *Note 11. Earnings (Loss) Per Share* in the notes to the audited consolidated financial statements included in Item 8.



## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

### *Credit Risk*

We are subject to concentrations of credit risk related to our net receivable position with customers, which includes amounts related to billed and unbilled accounts receivable and costs and estimated earnings in excess of billings on uncompleted contracts net of advanced billings with the same customer. We grant credit under normal payment terms, generally without collateral, and as a result, we are subject to potential credit risk related to our customers' ability to pay for services provided. This risk may be heightened if there is depressed economic and financial market conditions. However, we believe the concentration of credit risk related to billed and unbilled receivables and costs and estimated earnings in excess of billings on uncompleted contracts is limited because of the high creditworthiness and diversity of our customers.

### *Interest Rate Risk*

Borrowings under our new credit facility are at variable rates of interest and expose us to interest rate risk. As of December 31, 2018, we had not entered into any derivative financial instruments to manage this interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. Our outstanding principal on debt as of December 31, 2018 was \$351.8 million. A one hundred basis point change in the LIBOR rate would increase or decrease interest expense by \$3.5 million.

**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

**Index to Consolidated Financial Statements**

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Infrastructure and Energy Alternatives, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Infrastructure and Energy Alternatives, Inc. (the "Company") as of December 31, 2018, the related consolidated statements of operations, stockholders' equity, and cash flows, for the year ended December 31, 2018, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018, and the results of its operations and its cash flows for the year ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

Indianapolis, Indiana  
March 14, 2019

We have served as the Company's auditor since 2018.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Shareholders and Board of Directors of Infrastructure and Energy Alternatives, Inc. and Subsidiaries  
Indianapolis, Indiana

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Infrastructure and Energy Alternatives, Inc. and Subsidiaries (the "Company") as of December 31, 2017, the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for each of the two years in the period ended December 31, 2017, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Company's auditor since 2016.

/s/ Crowe LLP

Crowe LLP  
Indianapolis, Indiana  
February 19, 2018

**INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.**  
**Consolidated Balance Sheets**  
(\$ in thousands, except per share data)

	December 31,	
	2018	2017
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 71,311	\$ 4,877
Accounts receivable, net	225,366	60,981
Costs and estimated earnings in excess of billings on uncompleted contracts	47,121	18,613
Prepaid expenses and other current assets	12,864	862
Total current assets	356,662	85,333
Property, plant and equipment, net	176,178	30,905
Intangible assets, net	50,874	69
Goodwill	40,257	3,020
Company-owned life insurance	3,854	4,250
Deferred income taxes	11,215	3,080
Other assets	188	46
Total assets	\$ 639,228	\$ 126,703
<b>Liabilities, Preferred Stock and Stockholders' Deficit</b>		
Current liabilities:		
Accounts payable	\$ 158,075	\$ 23,880
Accrued liabilities	94,059	46,150
Billings in excess of costs and estimated earnings on uncompleted contracts	62,234	7,398
Current portion of capital lease obligations	17,615	4,691
Line of credit - short-term	—	33,674
Current portion of long-term debt	32,580	—
Total current liabilities	364,563	115,793
Capital lease obligations, less current portion	45,912	15,899
Long-term debt, less current portion	295,727	—
Deferred compensation	6,157	5,030
Contingent consideration	23,082	—
Total liabilities	735,441	136,722
Commitments and contingencies:		
Preferred stock, \$0.0001 par value per share; 1,000,000 shares authorized; 34,965 and 0 shares issued and outstanding at December 31, 2018 and 2017, respectively	34,965	—
Stockholders' equity (deficit):		
Common stock, \$0.0001 par value per share; 100,000,000 shares authorized; 22,155,271 and 21,577,650 shares issued and outstanding at December 31, 2018 and 2017, respectively	2	2
Additional paid-in capital	4,751	—
Accumulated deficit	(135,931)	(10,021)
Total stockholders' deficit	(131,178)	(10,019)
Total liabilities, preferred stock and stockholders' deficit	\$ 639,228	\$ 126,703

See accompanying notes to consolidated financial statements.

**INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.**  
**Consolidated Statements of Operations**  
(\$ in thousands, except per share data)

Year Ended December 31,

	2018	2017	2016
Revenue	\$ 779,343	\$ 454,949	\$ 602,665
Cost of revenue	747,817	388,928	517,419
Gross profit	31,526	66,021	85,246
Selling, general and administrative expenses	72,262	33,543	30,705
(Loss) income from operations	(40,736)	32,478	54,541
Other (expense) income, net:			
Interest expense, net	(12,080)	(2,201)	(516)
Contingent consideration fair value adjustment	46,291	—	—
Other (expense) income	(2,173)	111	213
(Loss) income before benefit (provision) for income taxes	(8,698)	30,388	54,238
Benefit (provision) for income taxes	12,942	(13,863)	10,213
Net income from continuing operations	4,244	16,525	64,451
Net income from discontinued operations	—	—	1,087
Net income	\$ 4,244	\$ 16,525	\$ 65,538
Net (loss) income from continuing operations per common share - basic and diluted	\$ (2.01)	\$ 0.77	\$ 2.99
Net income from discontinued operations per common share - basic and diluted	—	—	0.05
Net (loss) income per common share - basic and diluted	\$ (2.01)	\$ 0.77	\$ 3.04
Weighted average common shares outstanding - basic and diluted	21,665,965	21,577,650	21,577,650

See accompanying notes to consolidated financial statements.

**INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.**  
**Consolidated Statements of Stockholders' Equity (Deficit)**  
(In thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total Equity (Deficit)
	Shares	Par Value				
<b>Balance, January 1, 2016</b>	—	\$ —	\$ 12,563	\$ (88,674)	\$ 267	\$ (75,844)
Retroactive effect of shares issued in 2018 Merger	21,578	2	(2)	—	—	—
Net income	—	—	—	65,538	—	65,538
Change in foreign currency translation	—	—	—	—	(780)	(780)
Cumulative translation adjustment on discontinued operations	—	—	—	—	513	513
Share-based compensation	—	—	161	—	—	161
Conversion of subordinated debt into equity	—	—	23,287	—	—	23,287
<b>Balance, December 31, 2016</b>	<b>21,578</b>	<b>2</b>	<b>36,009</b>	<b>(23,136)</b>	<b>—</b>	<b>12,875</b>
Net income	—	—	—	16,525	—	16,525
Share-based compensation	—	—	53	—	—	53
Distributions	—	—	(31,328)	(3,410)	—	(34,738)
Distribution of land and building	—	—	(4,734)	—	—	(4,734)
<b>Balance, December 31, 2017</b>	<b>21,578</b>	<b>2</b>	<b>—</b>	<b>(10,021)</b>	<b>—</b>	<b>(10,019)</b>
Net income	—	—	—	4,244	—	4,244
Share-based compensation	—	—	1,072	—	—	1,072
Issuance of common stock	577	—	5,276	—	—	5,276
Issuance of preferred stock	—	—	—	(34,965)	—	(34,965)
Contingent consideration	—	—	—	(69,373)	—	(69,373)
Merger recapitalization transaction	—	—	—	(25,816)	—	(25,816)
Preferred dividends	—	—	(1,597)	—	—	(1,597)
<b>Balance, December 31, 2018</b>	<b>22,155</b>	<b>\$ 2</b>	<b>\$ 4,751</b>	<b>\$ (135,931)</b>	<b>\$ —</b>	<b>\$ (131,178)</b>

See accompanying notes to consolidated financial statements.

**INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.**  
**Consolidated Statements of Cash Flows**  
(\$ in thousands)

	Year Ended December 31,		
	2018	2017	2016
<b>Cash flows from operating activities:</b>			
Net income	\$ 4,244	\$ 16,525	\$ 65,538
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation and amortization	16,699	5,044	3,443
Contingent consideration fair value adjustment	(46,291)	—	—
Amortization of debt discounts and issuance costs	1,321	—	—
Loss on extinguishment of debt	1,836	—	—
Interest accrual on subordinated debt	—	—	1,862
Share-based compensation expense	1,072	53	161
Deferred compensation	(482)	944	(446)
Allowance for doubtful accounts	(174)	81	(11,942)
Deferred income taxes	(12,017)	11,451	(14,687)
Other, net	1,034	(244)	(847)
Changes in operating assets and liabilities:			
Accounts receivable	(36,430)	8,915	(21,089)
Costs and estimated earnings in excess of billings on uncompleted contracts	(2,901)	(4,470)	2,093
Prepaid expenses and other assets	(2,123)	587	(539)
Accounts payable and accrued liabilities	95,398	(27,212)	17,862
Billings in excess of costs and estimated earnings on uncompleted contracts	25,832	(20,783)	12,182
Net cash provided by (used in) operating activities	<u>47,018</u>	<u>(9,109)</u>	<u>53,591</u>
<b>Cash flows from investing activities:</b>			
Company-owned life insurance	396	(2,036)	(514)
Purchases of property, plant and equipment	(4,230)	(2,248)	(2,821)
Proceeds from sale of property, plant and equipment	690	776	335
Acquisition of businesses, net of cash acquired	(166,690)	—	—
Net cash used in investing activities	<u>(169,834)</u>	<u>(3,508)</u>	<u>(3,000)</u>
<b>Cash flows from financing activities:</b>			
Proceeds from long-term debt and line of credit - short-term	497,272	33,674	—
Payments on long-term debt	(155,359)	—	—
Payments on line of credit - short-term	(38,447)	—	(27,946)
Extinguishment of debt	(53,549)	—	—
Debt financing fees	(26,641)	—	—
Payments on capital lease obligations	(7,138)	(3,049)	(1,671)
Distributions	—	(34,738)	—
Preferred dividends	(1,072)	—	—
Merger recapitalization transaction	(25,816)	—	—
Net cash provided by (used in) financing activities	<u>189,250</u>	<u>(4,113)</u>	<u>(29,617)</u>
Effect of currency translation on cash	—	—	633
Net change in cash and cash equivalents	66,434	(16,730)	21,607
Cash and cash equivalents, beginning of the period	4,877	21,607	—
Cash and cash equivalents, end of the period	<u>\$ 71,311</u>	<u>\$ 4,877</u>	<u>\$ 21,607</u>

See accompanying notes to consolidated financial statements.



**INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.**  
**Consolidated Statements of Cash Flows**  
(\$ in thousands)  
(Continued)

	Year Ended December 31,		
	2018	2017	2016
<b>Supplemental disclosures:</b>			
Cash paid for interest	\$ 10,817	\$ 2,221	\$ 1,189
Cash paid (refund) for income taxes	(962)	3,686	2,673
<b>Schedule of non-cash activities:</b>			
Acquisition of assets/liabilities through capital lease	\$ 48,951	\$ 18,309	\$ 7,501
Merger-related contingent consideration	69,373	—	—
Issuance of common stock	95,558	—	—
Issuance of preferred stock	34,965	—	—
Preferred dividends declared	525	—	—
Conversion of subordinated debt into equity	—	—	23,287
Distribution of land and building	—	4,734	—

See accompanying notes to consolidated financial statements.

**INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.**  
**Notes to Consolidated Financial Statements**

**Note 1. Business, Basis of Presentation and Significant Accounting Policies**

Infrastructure and Energy Alternatives, Inc. (f/k/a M III Acquisition Corporation ("M III")), a Delaware corporation, is a holding company organized on August 4, 2015 (together with its wholly-owned subsidiaries, "IEA" or the "Company").

On March 26, 2018 (the "Closing Date"), the Company consummated a merger (the "Merger") pursuant to an Agreement and Plan of Merger, dated November 3, 2017 (as amended, the "Merger Agreement"), by and among M III, IEA Energy Services, LLC ("IEA Services"), a Delaware limited liability company, Infrastructure and Energy Alternatives, LLC (the "Seller"), a Delaware limited liability company and the parent of IEA Services immediately prior to such time, and the other parties thereto, which provided for, among other things, the merger of IEA Services with and into a wholly-owned subsidiary of M III. Following the Merger, M III Acquisition Corporation changed its name to Infrastructure and Energy Alternatives, Inc. See *Note 2. Merger, Acquisitions and Discontinued Operations* for more information about the Merger.

On September 25, 2018, IEA Services completed its acquisition of Consolidated Construction Solutions I LLC ("CCS"), a provider of environmental and industrial engineering services through its wholly-owned subsidiaries, Saiia LLC ("Saiia") and American Civil Constructors LLC (the "ACC Companies"). On November 2, 2018, IEA Services completed its acquisition of William Charles Construction Group, including its wholly-owned subsidiary Ragnar Benson ("William Charles"), a provider of engineering and construction solutions for the rail infrastructure and heavy civil construction industries. See *Note 2. Merger, Acquisitions and Discontinued Operations* for further discussion of these acquisitions.

The Company specializes in providing complete engineering, procurement and construction ("EPC") services throughout the United States ("U.S.") for the renewable energy, traditional power and civil infrastructure industries. These services include the design, site development, construction, installation and restoration of infrastructure. Although the Company has historically focused on the wind industry, its recent acquisitions have expanded its construction capabilities and geographic footprint in the areas of renewables, environmental remediation, industrial maintenance, specialty paving, heavy civil and rail infrastructure construction, creating a diverse national platform of specialty construction capabilities.

***Principles of Consolidation***

The accompanying consolidated financial statements include the accounts of Infrastructure and Energy Alternatives, Inc. and its wholly-owned direct and indirect domestic and foreign subsidiaries: IEA Intermediate Holdco, LLC ("Holdings"), IEA Services, IEA Management Services, Inc., IEA Constructors, Inc. (f/k/a IEA Renewable, Inc.), White Construction, Inc. ("White"), White Electrical Constructors, Inc., IEA Equipment Management, Inc., White's wholly-owned subsidiary H.B. White Canada Corp. ("H.B. White"), and from their date of acquisition, CCS and William Charles. All intercompany accounts and transactions are eliminated in consolidation.

The Company operates in one reportable segment, providing EPC services. Operations prior to the Merger are the historical operations of IEA Services as discussed in *Note 2. Merger, Acquisitions and Discontinued Operations*.

***Basis of Accounting and Use of Estimates***

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the U.S. ("GAAP"). The preparation of the consolidated financial statements in conformity with GAAP requires the use of estimates and assumptions that affect the amounts reported in the consolidated financial statements and the accompanying notes. Key estimates include: the recognition of revenue and project profit or loss (which the Company defines as project revenue less project cost of revenue), in particular, on construction contracts accounted for under the percentage-of completion method, for which the recorded amounts require estimates of costs to complete projects, ultimate project profit and the amount of probable contract price adjustments as inputs; fair value estimates, including those related to acquisitions and contingent consideration; valuations of goodwill and intangible assets; asset lives used in computing depreciation and amortization; accrued self-insured claims; other reserves and accruals; accounting for income taxes; and the estimated impact of contingencies and ongoing litigation. While management believes that such estimates are reasonable when considered in conjunction with the Company's consolidated financial position and results of operations, actual results could differ materially from those estimates.

### ***“Emerging Growth Company” Reporting Requirements***

The Company qualifies as an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act (the “JOBS Act”). For as long as a company is deemed to be an “emerging growth company,” it may take advantage of specified reduced reporting and other regulatory requirements that are generally unavailable to other public companies. Among other things, the Company is not required to provide an auditor attestation report on the assessment of the internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act of 2002. Section 107 of the JOBS Act also provides that an “emerging growth company” can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. The Company has elected to take advantage of this extended transition period. The Company’s financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards.

The Company would cease to be an “emerging growth company” upon the earliest of:

- the last day of the fiscal year following July 6, 2021, the five-year anniversary of the completion of M III’s initial public offering;
- the last day of the fiscal year in which the Company’s total annual gross revenues exceed \$1.07 billion;
- the date on which the Company has, during the previous three-year period, issued more than \$1 billion in non-convertible debt securities; or
- the date on which the Company becomes a “large accelerated filer,” as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which would occur if the market value of the Company’s common stock held by nonaffiliates exceeds \$700 million as of the last day of its most recently completed second fiscal quarter.

The Company continues to monitor its status as an “emerging growth company” and is currently preparing, and expects to be ready to comply with, the additional reporting and regulatory requirements that will be applicable when it ceases to qualify as an “emerging growth company.”

### ***Cash and Cash Equivalents***

The Company considers all unrestricted, highly liquid investments with a maturity of three months or less when purchased to be cash and cash equivalents. The Company maintains cash balances, which, at times, may exceed the amounts insured by the Federal Deposit Insurance Corporation.

### ***Accounts Receivable***

The Company does not accrue interest to its customers and carries its customer receivables at their face amounts, less an allowance for doubtful accounts. Accounts receivable include amounts billed to customers under the terms and provisions of the contracts. Most billings are determined based on contractual terms. Included in accounts receivable are balances billed to customers pursuant to retainage provisions in certain contracts that are due upon completion of the contract and acceptance by the customer, or earlier as provided by the contract. As is common practice in the industry, the Company classifies all accounts receivable, including retainage, as current assets. The contracting cycle for certain long-term contracts may extend beyond one year, and accordingly, collection of retainage on those contracts may extend beyond one year. Accounts receivable include amounts billed to customers under retention provisions in construction contracts. Such provisions are standard in the Company’s industry and usually allow for a small portion of progress billings on the contract price, typically 10%, to be withheld by the customer until after the Company has completed work on the project. Based on the Company’s experience with similar contracts in recent years, billings for such retention balances at each balance sheet date are finalized and collected after project completion. Generally, unbilled amounts will be billed and collected within one year. The Company determined that there are no material amounts due past one year and no material amounts billed but not collected within one year.

The Company grants trade credit, on a non-collateralized basis, to its customers and is subject to potential credit risk related to changes in business and overall economic activity. The Company analyzes specific accounts receivable balances, historical bad debts, customer credit-worthiness, current economic trends and changes in customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. In the event that a customer balance is deemed to be uncollectible, the account balance is written off against the allowance for doubtful accounts.

## Revenue Recognition

Revenue under construction contracts is accounted for under the percentage-of-completion method of accounting. Under the percentage-of-completion method, the Company estimates profit as the difference between total estimated revenue and total estimated cost of a contract and recognizes that profit over the contract term based on costs incurred. Contract costs include all direct materials, labor and subcontracted costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, depreciation and the operational costs of capital equipment. The Company also has unit-price contracts that were not significant as of December 31, 2018.

The estimation process for revenue recognized under the percentage-of-completion method is based on the professional knowledge and experience of the Company's project managers, engineers and financial professionals. Management reviews estimates of contract revenue and costs on an ongoing basis. Changes in job performance, job conditions and management's assessment of expected contract settlements are factors that influence estimates of total contract value and total costs to complete those contracts and, therefore, the Company's profit recognition. Changes in these factors may result in revisions to costs and income, and their effects are recognized in the period in which the revisions are determined, which could materially affect the Company's results of operations in the period in which such changes are recognized.

Revenue derived from projects billed on a fixed-price basis totaled 96.2%, 97.8% and 90.4% of consolidated revenue from continuing operations for the years ended December 31, 2018, 2017 and 2016, respectively. Revenue and related costs for construction contracts billed on a time and materials basis are recognized as the services are rendered. Revenue derived from projects billed on a time and materials basis totaled 3.8%, 2.2% and 9.6% of consolidated revenue from continuing operations for the years ended December 31, 2018, 2017 and 2016, respectively.

For an approved change order which can be reliably estimated as to price, the anticipated revenues and costs associated with the change order are added to the total contract value and total estimated costs of the project, respectively. When costs are incurred for a) an unapproved change order which is probable to be approved or b) an approved change order which cannot be reliably estimated as to price, the total anticipated costs of the change order are added to both the total contract value and total estimated costs for the project. Once a change order becomes approved and reliably estimable, any margin related to the change order is added to the total contract value of the project. The Company actively engages in substantive meetings with its customers to complete the final approval process and generally expects these processes to be completed within a year. The amounts ultimately realized upon final acceptance by its customers could be higher or lower than such estimated amounts.

Provisions for losses on uncompleted contracts are made in the period in which such losses become evident. The Company may incur costs subject to change orders, whether approved or unapproved by the customer, and/or claims related to certain contracts. Management determines the probability that such costs will be recovered based upon engineering studies and legal opinions, past practices with the customer and specific discussions, correspondence and/or preliminary negotiations with the customer.

The Company had the following approximate revenue and accounts receivable concentrations, net of allowances, for the periods ended:

	Revenue %			Accounts Receivable %	
	Year Ended December 31,			December 31,	
	2018	2017	2016	2018	2017
Interstate Power and Light Company	21.0%	*	*	20.0%	*
Union Pacific Railroad	*	*	*	19.0%	*
Trishe Wind Ohio, LLC	*	*	*	*	17.0%
Thunder Ranch Wind Project, LLC	*	21.0%	*	*	15.0%
Twin Forks Wind Farm, LLC	*	11.0%	*	*	*
Bruening's Breeze Wind Farm, LLC	*	11.0%	*	*	*
EDF Renewable Development, Inc.	*	14.0%	11.0%	*	11.0%
Cimaron Bend Wind Project, LLC	*	*	17.0%	*	*
Osborn Wind Energy, LLC	*	*	11.0%	*	*

\* Amount was not above 10% threshold.

### ***Classification of Construction Contract-Related Assets and Liabilities***

Contract costs include all direct subcontract, material and labor costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, insurance, repairs, maintenance, communications and use of Company-owned equipment. Contract revenues are earned and matched with related costs as incurred.

Costs and estimated earnings in excess of billings on uncompleted contracts are presented as a current asset in the accompanying consolidated balance sheets, and billings in excess of costs and estimated earnings on uncompleted contracts are presented as a current liability in the accompanying consolidated balance sheets. The Company's contracts vary in duration, with the duration of some larger contracts exceeding one year. Consistent with industry practice, the Company includes the amounts realizable and payable under contracts, which may extend beyond one year, in current assets and current liabilities. These balances are generally settled within one year.

### ***Self-Insurance***

The Company is self-insured up to the amount of its deductible for its medical and workers' compensation insurance policies. For the years ended December 31, 2018, 2017 and 2016, the Company maintained insurance policies subject to per claim deductibles of \$0.5 million, for its workers' compensation policy. Liabilities under these insurance programs are accrued based upon management's estimates of the ultimate liability for claims reported and an estimate of claims incurred but not reported with assistance from third-party actuaries. The Company's liability for employee group medical claims is based on analysis of historical claims experience and specific knowledge of actual losses that have occurred. The Company is also required to post letters of credit and provide cash collateral to certain of its insurance carriers and to obtain surety bonds in certain states.

The Company's self-insurance liability is reflected in the consolidated balance sheets within accrued liabilities. The determination of such claims and expenses and the appropriateness of the related liability is reviewed and updated quarterly, however, these insurance liabilities are difficult to assess and estimate due to unknown factors, including the severity of an injury, the determination of the Company's liability in proportion to other parties and the number of incidents not reported. Accruals are based upon known facts and historical trends. Although management believes its accruals are adequate, a change in experience or actuarial assumptions could materially affect the Company's results of operations in a particular period. As of December 31, 2018 and 2017, the gross amount accrued for medical insurance claims totaled \$0.6 million and \$0.4 million, respectively, and the gross amount accrued for workers' compensation claims totaled \$2.1 million and \$1.7 million, respectively. For the years ended December 31, 2018, 2017 and 2016, health care expense totaled \$2.4 million, \$1.1 million and \$5.0 million, respectively, and workers' compensation expense totaled \$5.8 million, \$3.4 million and \$3.2 million, respectively.

### ***Company-Owned Life Insurance***

The Company has life insurance policies on certain key executives. Company-owned life insurance is recorded at its cash surrender value or the amount that can be realized.

As of December 31, 2018 and 2017, the Company had a long-term asset of \$3.9 million and \$4.3 million, respectively, related to these policies. For the years ended December 31, 2018, 2017 and 2016, the Company recognized a decrease of \$0.4 million and increases of \$2.0 million and \$0.5 million, respectively, in the cash surrender value of these policies.

### ***Leases***

The Company leases certain real estate, construction equipment and office equipment. The terms and conditions of leases (such as renewal or purchase options and escalation clauses), if material, are reviewed at inception to determine the classification (operating or capital) of the lease. Nonperformance-related default covenants, cross-default provisions, subjective default provisions and material adverse change clauses contained in material lease agreements, if any, are also evaluated to determine whether those clauses affect lease classification.

### ***Property, Plant and Equipment, Net***

Property, plant and equipment is recorded at cost, or if acquired in a business combination, at the acquisition-date fair value. Depreciation of property, plant and equipment, including property and equipment under capital leases, is computed using the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are depreciated over the shorter of the term of the lease or the estimated useful lives of the improvements. Expenditures for repairs and maintenance are charged to expense as incurred, and expenditures for betterments and major improvements are capitalized and depreciated over the remaining useful lives of the assets. The carrying amounts of assets sold or retired and the related accumulated depreciation are eliminated in the year of disposal, with resulting gains or losses included in other income or expense.

The assets' estimated lives used in computing depreciation for property, plant and equipment are as follows:

Buildings and leasehold improvements	2 to 39 years
Construction equipment	3 to 15 years
Office equipment, furniture and fixtures	3 to 7 years
Vehicles	3 to 5 years

### ***Intangible Assets, Net***

The Company's intangible assets represent finite-lived assets that were acquired in a business combination, consisting of customer relationships, trade names and backlog, and are recorded at acquisition-date fair value. These assets are amortized over their estimated lives, which are generally based on contractual or legal rights. Amortization of customer relationship and trade name intangibles is recorded within selling, general and administrative expenses in the consolidated statements of operations, and amortization of backlog intangibles is recorded within cost of revenue. The straight-line method of amortization is used because it best reflects the pattern in which the economic benefits of the intangibles are consumed or otherwise used up. The amounts and useful lives assigned to intangible assets acquired impact the amount and timing of future amortization.

### ***Impairment of Property, Plant and Equipment and Intangibles***

Management reviews long-lived assets that are held and used for impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. If an evaluation is required, the estimated future undiscounted cash flows associated with the asset are compared with the asset's carrying amount to determine if there has been an impairment, which is calculated as the difference between the fair value of an asset and its carrying value. Estimates of future undiscounted cash flows are based on expected growth rates for the business, anticipated future economic conditions and estimates of residual values. Fair values take into consideration management's estimates of risk-adjusted discount rates, which are believed to be consistent with assumptions that marketplace participants would use in their estimates of fair value. There were no impairments of property, plant and equipment or intangible assets recognized during the years ended December 31, 2018, 2017 and 2016.

### ***Goodwill***

Goodwill represents the excess purchase price paid over the fair value of acquired intangible and tangible assets. The Company applies the provisions of Accounting Standards Codification ("ASC") Topic 350, *Intangibles - Goodwill and Other*. Accordingly, goodwill is not amortized but rather is assessed at least annually for impairment on July 1st and tested for impairment more frequently if events and circumstances indicate that the asset might be impaired. The Company may assess its goodwill for impairment initially using a qualitative approach to determine whether conditions exist to indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying value. If management concludes, based on its assessment of relevant events, facts and circumstances, that it is more likely than not that a reporting unit's carrying value is greater than its fair value, then a quantitative analysis will be performed to determine if there is any impairment.

The Company may also elect to initially perform a quantitative analysis instead of starting with a qualitative approach. The quantitative assessment for goodwill was historically a two-step process. As discussed below, as of January 1, 2018, the Company adopted Accounting Standards Update ("ASU") 2017-04, *Intangibles - Goodwill and Other, Simplifying the Accounting for Goodwill Impairment*, which removed the second step of the quantitative goodwill impairment test. The first (and now final) step requires comparing the carrying value of a reporting unit, including goodwill, to its fair value using the income approach. The income approach uses a discounted cash flow model, which involves significant estimates and assumptions, including preparation of revenue and profitability growth forecasts, selection of a discount rate and selection of a terminal year multiple. If the fair value of the respective reporting unit exceeds its carrying amount, goodwill is not

considered to be impaired. If the carrying amount of a reporting unit exceeds its fair value, the Company would record an impairment charge equal to the difference, not to exceed the carrying amount of goodwill.

For the years ended December 31, 2018, 2017 and 2016, management performed a qualitative assessment for its goodwill by examining relevant events and circumstances that could have an affect on its fair value, such as macroeconomic conditions, industry and market conditions, entity-specific events, financial performance and other relevant factors or events that could affect earnings and cash flows. Based on evaluation of these qualitative assessments, it was determined that there was no goodwill impairment for these years.

#### ***Business Combinations***

The Company accounts for its business combinations in accordance with ASC 805, *Business Combinations*, which requires an acquirer to recognize and measure in its financial statements the identifiable assets acquired, the liabilities assumed and any non-controlling interests (if applicable) in the acquiree at the acquisition date. The purchase is accounted for using the acquisition method, and the fair value of purchase consideration is allocated to the tangible and intangible assets acquired and the liabilities assumed based on their estimated fair values. The excess, if any, of the fair value of the purchase consideration over the fair value of the identifiable net assets is recorded as goodwill. Conversely, the excess, if any, of the net fair values of the identifiable net assets over the fair value of the purchase consideration is recorded as a gain. The fair values of net assets acquired are calculated using expected cash flows and industry-standard valuation techniques, and these valuations require management to make significant estimates and assumptions. These estimates and assumptions are inherently uncertain, and as a result, actual results may materially differ from estimates. Significant estimates include, but are not limited to, future expected cash flows, useful lives and discount rates. During the measurement period, which is one year from the acquisition date, the Company may record adjustments to the assets acquired and liabilities assumed, with a corresponding offset to either goodwill or gain, depending on whether the fair value of purchase consideration is in excess of or less than net assets acquired. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings. Acquisition costs related to business combinations are expensed as incurred.

#### ***Contingent Consideration***

As part of the Merger, the Company agreed to issue additional common shares to the Seller upon satisfaction of financial targets for 2018 and 2019. This contingent liability, which is presented as contingent consideration in the consolidated balance sheet, was measured at its estimated fair value as of the Closing Date using a Monte Carlo simulation and subsequent changes in fair value are recorded within other (expense) income, net in the consolidated statement of operations. See *Note 8. Fair Value of Financial Instruments* for further discussion.

#### ***Debt Issuance Costs***

Financing costs incurred with securing a term loan are deferred and amortized to interest expense, net over the maturity of the respective loan using the effective interest method and are presented as a direct deduction from the carrying amount of the related debt. Financing costs incurred with securing a revolving line of credit are deferred and amortized to interest expense, net over the contractual term of the arrangement on a straight-line basis and are presented as a direct deduction from the carrying amount of the related debt.

#### ***Stock-Based Compensation***

IEA has an equity plan which grants stock options ("Options") and restricted stock units ("RSUs") to certain key employees and members of the Board of Directors of the Company (the "Board") for their services on the Board. The Company recognizes compensation expense for these awards in accordance with the provisions of ASC 718, *Stock Compensation*, which requires the recognition of expense related to the fair value of the awards in the Company's consolidated statement of operations.

The Company estimates the grant-date fair value of each award at issuance. For awards subject to service-based vesting conditions, the Company recognizes compensation expense equal to the grant-date fair value on a straight-line basis over the requisite service period, which is generally the vesting term. Forfeitures are accounted for when incurred. For awards subject to both performance and service-based vesting conditions, the Company recognizes stock-based compensation expense using the straight-line recognition method when it is probable that the performance condition will be achieved.

### ***Income Taxes***

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. Where applicable, the Company records a valuation allowance to reduce any deferred tax assets that it determines will not be realizable in the future.

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act (the "2017 Tax Act"), which enacted major changes to the U.S. tax code, including a reduction in the U.S. federal corporate income tax rate from 35% to 21%, effective January 1, 2018. As a result, the Company's U.S. deferred income tax balances were required to be remeasured in 2017. Management considered the implications of the 2017 Tax Act, including the rate change, 100% immediate expensing, toll charge, Alternative Minimum Tax ("AMT") credit change and state impacts on the calculation of the provision for income taxes for the year ended December 31, 2017. The effect of these changes in tax law was \$0.3 million, which the Company recognized within the provision for income taxes in the consolidated statement of operations for the year ended December 31, 2017.

The Company recognizes the benefit of an uncertain tax position that it has taken or expects to take on income tax returns it files if such tax position is more likely than not to be sustained on examination by the taxing authorities, based on the technical merits of the position. These tax benefits are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution.

### ***Litigation and Contingencies***

Accruals for litigation and contingencies are reflected in the consolidated financial statements based on management's assessment, including advice of legal counsel, of the expected outcome of litigation or other dispute resolution proceedings and/or the expected resolution of contingencies. Liabilities for estimated losses are accrued if the potential loss from any claim or legal proceeding is considered probable and the amount can be reasonably estimated. Significant judgment is required in both the determination of probability of loss and the determination as to whether the amount is reasonably estimable. Accruals are based only on information available at the time of the assessment due to the uncertain nature of such matters. As additional information becomes available, management reassesses potential liabilities related to pending claims and litigation and may revise its previous estimates, which could materially affect the Company's results of operations in a given period.

### ***Fair Value of Financial Instruments***

The Company applies ASC 820, *Fair Value Measurement*, which establishes a framework for measuring fair value and clarifies the definition of fair value within that framework. ASC 820 defines fair value as an exit price, which is the price that would be received for an asset or paid to transfer a liability in the Company's principal or most advantageous market in an orderly transaction between market participants on the measurement date. The fair value hierarchy established in ASC 820 generally requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Observable inputs reflect the assumptions that market participants would use in pricing the asset or liability and are developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs reflect the entity's own assumptions based on market data and the entity's judgments about the assumptions that market participants would use in pricing the asset or liability and are to be developed based on the best information available in the circumstances.

The valuation hierarchy is composed of three levels. The classification within the valuation hierarchy is based on the lowest level of input that is significant to the fair value measurement. The levels within the valuation hierarchy are described below:

*Level 1* - Assets and liabilities with unadjusted, quoted prices listed on active market exchanges. Inputs to the fair value measurement are observable inputs, such as quoted prices in active markets for identical assets or liabilities.

*Level 2* - Inputs to the fair value measurement are determined using prices for recently traded assets and liabilities with similar underlying terms, as well as direct or indirect observable inputs, such as interest rates and yield curves that are observable at commonly quoted intervals.



*Level 3* - Inputs to the fair value measurement are unobservable inputs, such as estimates, assumptions and valuation techniques when little or no market data exists for the assets or liabilities.

Fair values of financial instruments are estimated using public market prices, quotes from financial institutions and other available information.

### **Segments**

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in making decisions on how to allocate resources and assess performance. The Company's chief operating decision makers are the chief executive officer and chief financial officer. The Company operates as a single segment and therefore reports its operations as one reportable segment.

### **Discontinued Operations**

The Company accounts for business dispositions, businesses held for sale and abandonments in accordance with ASC 205-20, *Discontinued Operations*. ASC 205-20 requires the results of operations of business dispositions to be segregated from continuing operations and reflected as discontinued operations in current and prior periods. See *Note 2. Merger, Acquisitions and Discontinued Operations* for further information.

### **Recently Adopted Accounting Standards - Guidance Adopted in 2018**

In March 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-09, *Improvements to Employee Share-Based Payment Accounting*, which simplifies several aspects of the accounting for employee share-based payment transactions including the accounting for income taxes, forfeitures and statutory tax withholding requirements, as well as classification of related amounts within the statement of cash flows. This ASU, which the Company adopted early (based on its "emerging growth company" status) as of January 1, 2018, did not have a material effect on the Company's consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230), Classification of Certain Cash Receipts and Cash Payments*. ASU 2016-15 eliminates the diversity in practice related to the classification of certain cash receipts and payments for debt prepayment or extinguishment costs, the maturing of a zero-coupon bond, the settlement of contingent liabilities arising from a business combination, proceeds from insurance settlements, distributions from certain equity method investees and beneficial interests obtained in a financial asset securitization. ASU 2016-15 designates the appropriate cash flow classification, including requirements to allocate certain components of these cash receipts and payments among operating, investing and financing activities, and is required to be applied retrospectively. This ASU, which the Company adopted early (based on its "emerging growth company" status) as of January 1, 2018, did not have a material effect on the Company's consolidated statements of cash flows.

In January 2017, the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other (Topic 350), Simplifying the Accounting for Goodwill Impairment*. ASU 2017-04 removes the second step of the two-step goodwill impairment test, which requires a hypothetical purchase price allocation. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. All other goodwill impairment guidance will remain largely unchanged. Entities will continue to have the option to perform a qualitative assessment to determine if a quantitative impairment test is necessary. The standard must be applied on a prospective basis. This ASU, which the Company adopted early as of January 1, 2018, did not have a material effect on the Company's consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805), Clarifying the Definition of a Business*, which amends the current definition of a business. Under ASU 2017-01, to be considered a business, an acquisition would have to include an input and a substantive process that together significantly contributes to the ability to create outputs. ASU 2017-01 further states that when substantially all of the fair value of gross assets acquired is concentrated in a single asset (or a group of similar assets), the assets acquired would not represent a business. The new guidance also narrows the definition of the term "outputs" to be consistent with how it is described in Topic 606, *Revenue from Contracts with Customers*. The changes to the definition of a business will likely result in more acquisitions being accounted for as asset acquisitions. The amendments should be applied prospectively on or after the effective dates. Accordingly, the Company's early adoption of this ASU (based on its "emerging growth company" status) as of January 1, 2018 did not have an impact on the Company's historical financial statements. Based on the Company's evaluation of the new guidance, the Company determined that its

acquisition of CCS and its acquisition of William Charles both qualify to be accounted for as business combinations. See *Note 2. Merger, Acquisitions and Discontinued Operations* for further discussion of these acquisitions.

In March 2018, the FASB issued ASU 2018-05, *Income Taxes (Topic 740) - Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118*. This ASU was effective upon issuance and added seven paragraphs to ASC 740, *Income Taxes*, that contain Securities and Exchange Commission ("SEC") guidance related to the application of GAAP when preparing an initial accounting of the income tax effects of the 2017 Tax Act which, among other things, allows for a measurement period not to exceed one year for companies to finalize the provisional amounts recorded as of December 31, 2017. Accordingly, the Company finalized its initial accounting of the income tax effects of the 2017 Tax Act during the year ended December 31, 2018, with no adjustments to the provisional amounts initially recognized as of December 31, 2017.

#### ***Recently Issued Accounting Standards Not Yet Adopted***

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which replaces most existing revenue recognition guidance in GAAP. The core principle of the guidance is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration the company expects to receive in exchange for those goods or services. To achieve this core principle, the guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. The guidance addresses several areas including transfer of control, contracts with multiple performance obligations and costs to obtain and fulfill contracts. The guidance also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. In August 2015, the FASB issued additional guidance deferring the effective date for one year while allowing entities the option to adopt one year early. For public companies, the guidance is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that annual reporting period. For as long as the Company remains an "emerging growth company," the guidance will be effective for its fiscal year 2019 annual financial statements and for interim periods beginning in fiscal year 2020. Under the guidance, there are two acceptable adoption methods: (i) full retrospective adoption to each prior reporting period presented with the option to elect certain practical expedients; or (ii) modified retrospective adoption with the cumulative effect of initially applying the guidance recognized at the date of initial application and providing certain additional disclosures. The Company continues to evaluate the impact the adoption of this new standard will have on its consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which is effective for annual reporting periods beginning after December 15, 2018. Under ASU 2016-02, lessees will be required to recognize the following for all leases (with the exception of short-term leases) at the commencement date: i) a lease liability, which is a lessee's obligation to make lease payments arising from a lease, measured on a discounted basis, and ii) a right-of-use asset, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. ASU 2016-02 requires entities to adopt the new lease standard using a modified retrospective method and initially apply the related guidance at the beginning of the earliest period presented in the financial statements. During July 2018, the FASB issued ASU 2018-11, which allows for an additional and optional transition method under which an entity would record a cumulative-effect adjustment at the beginning of the period of adoption. See *Note 10. Commitments and Contingencies* for additional information about the Company's leases. For as long as the Company remains an "emerging growth company," the new guidance will be effective for its fiscal year 2020 annual financial statements and for the interim statements beginning in fiscal year 2020.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820), Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement*, which eliminates certain disclosure requirements for recurring and non-recurring fair value measurements, such as the amount of and reason for transfers between Level 1 and Level 2 of the fair value hierarchy, and adds new disclosure requirements for Level 3 measurements. This ASU is effective for all entities for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, with early adoption permitted for any eliminated or modified disclosures. Certain disclosures per this ASU are required to be applied on a retrospective basis and others on a prospective basis. The Company is currently assessing the impact these changes will have on its disclosure requirements for fair value measurement.

Management has evaluated other recently issued accounting pronouncements and does not believe that they will have a significant impact on the Company's consolidated financial statements and related disclosures.

## Note 2. Merger, Acquisitions and Discontinued Operations

### *Merger and Recapitalization*

The Merger, as described in *Note 1. Business, Basis of Presentation and Significant Accounting Policies*, has been accounted for as a reverse recapitalization in accordance with GAAP. As such, IEA Services is treated as the continuing company and M III is treated as the "acquired" company for financial reporting purposes. This determination was primarily based on IEA Services' operations comprising substantially all of the ongoing operations of the post-combination company, M III directors not constituting a majority of the Board of the post-combination company, IEA Services' senior management comprising substantially all of the senior management of the post-combination company and the Seller holding a 48.3% voting interest in the Company, while no single M III shareholder holds more than a 20% voting interest. Accordingly, for accounting purposes, the Merger is treated as the equivalent of IEA Services issuing stock for the net assets of M III, accompanied by a recapitalization. The net assets of M III are stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Merger are the historical operations of IEA Services.

The amount of merger consideration paid at the Closing Date to IEA (the "Merger Consideration") was \$81.4 million in cash, and 10,428,500 shares of common stock and 34,965 shares of Series A convertible preferred stock with an aggregate stated value of \$126.3 million at the Closing Date. Immediately following the closing, the Seller owned approximately 48.3% of the Company's common stock and other stockholders owned approximately 51.7% of the Company's outstanding common stock. The Merger Consideration was subject to adjustment based on final determinations of IEA Services' closing date working capital and indebtedness, which determination was finalized approximately 45 days after the Closing Date with minimal impact to the Merger Consideration as calculated on the Closing Date of the Merger.

Pursuant to the Merger Agreement, the Company is required to issue to the Seller up to an additional 9,000,000 common shares in the aggregate based upon satisfaction of financial targets for 2018 and 2019. See *Note 8. Fair Value of Financial Instruments* for further discussion.

### *Acquisitions*

#### *CCS*

On September 25, 2018, IEA Services acquired CCS for \$106.6 million in cash. The Company financed this acquisition through borrowings on its new credit facility as discussed in *Note 9. Debt*.

The wholly-owned subsidiaries of CCS, Saiia and the ACC Companies, generally enter into long-term contracts with both government and non-government customers to provide EPC services for environmental, heavy civil and mining projects. As discussed in *Note 1. Business, Basis of Presentation and Significant Accounting Policies*, this acquisition is being accounted for as a business combination under the acquisition method of accounting.

#### *William Charles*

On November 2, 2018, IEA Services acquired William Charles for \$77.7 million, consisting of \$73.2 million in cash and \$4.5 million of the Company's common stock (477,621 common shares at \$9.45 share price). The Company financed the cash portion of this acquisition through borrowings on its new credit facility as discussed in *Note 9. Debt*.

William Charles generally enters into long-term contracts with both government and non-government customers to provide EPC services for rail civil infrastructure, environmental and heavy civil projects. As discussed in *Note 1. Business, Basis of Presentation and Significant Accounting Policies*, this acquisition is being accounted for as a business combination under the acquisition method of accounting.

### Acquisition Accounting

The following table summarizes the provisional amounts recognized for assets acquired and liabilities assumed as of the respective acquisition date at fair value for the business combinations described above. The estimated values are not yet finalized and are subject to potentially significant changes. The Company will finalize the amounts recognized as it obtains the information necessary to complete the analyses. The Company expects to finalize these amounts as soon as possible but no later than one year from the respective acquisition dates.

Preliminary acquisition-date fair value (in thousands)	CCS <sup>(1)</sup>	William Charles
Cash and cash equivalents	\$ 6,413	\$ 6,641
Accounts receivable	58,041	69,740
Costs and estimated earnings in excess of billings on uncompleted contracts	9,512	16,095
Other current assets	1,813	7,999
Property, plant and equipment	57,449	49,078
Intangible assets:		
Customer relationships <sup>(2)</sup>	19,500	7,500
Trade names <sup>(2)</sup>	8,900	4,500
Backlog <sup>(2)</sup>	8,400	5,000
Deferred income taxes <sup>(3)</sup>	(3,920)	—
Other non-current assets	134	75
Accounts payable and accrued liabilities	(25,219)	(60,962)
Billings in excess of costs and estimated earnings on uncompleted contracts	(14,194)	(14,810)
Debt, including current portion	(52,257)	(15,672)
Capital lease obligations, including current portion	(1,124)	—
Other non-current liabilities	(704)	(907)
Total identifiable net assets	<u>72,744</u>	<u>74,277</u>
Goodwill	33,835	3,402
Total purchase consideration	<u>\$ 106,579</u>	<u>\$ 77,679</u>

(1) The estimated acquisition-date fair values pertaining to CCS reflect the following significant changes from the third quarter of 2018: a decrease to property, plant and equipment of \$7.6 million, an increase to backlog intangibles of \$3.2 million, an increase to debt of \$6.4 million, a decrease to other non-current liabilities of \$6.2 million and an increase to goodwill of \$10.2 million. Additionally, \$6.4 million of cash and cash equivalents that was previously presented within debt, net of cash acquired in the third quarter of 2018 was reclassified to a separate line in the table above.

(2) See Note 6. *Goodwill and Intangible Assets, Net* for disclosure of the weighted average amortization period for each major class of acquired intangible asset.

(3) The Company's consolidated deferred income taxes are presented as a net deferred tax asset (long-term) in the consolidated balance sheet as of December 31, 2018.

Goodwill is calculated as the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from other assets acquired that could not be individually identified and separately recognized. Specifically, the goodwill recorded as part of the acquisitions of CCS and William Charles is related to the expected, specific synergies and other benefits that the Company believes will result from combining the operations of CCS and William Charles with the operations of IEA. This goodwill is related to the Company's single reportable segment and is deductible for income tax purposes, with the exception of \$4.5 million for CCS that is not deductible.

### Impact of Acquisitions

The following table summarizes the results of operations included in the Company's consolidated statement of operations for CCS and William Charles from their respective date of acquisition to December 31, 2018.

(In thousands)	Year Ended December 31, 2018	
	CCS	William Charles
Revenue	\$ 76,029	\$ 49,607
Net (loss) income	(613)	2,256

Acquisition-related costs incurred by the Company for the acquisitions of CCS and William Charles were \$6.6 million and \$7.6 million, respectively, for the year ended December 31, 2018, and are included within selling, general and administrative expenses in the consolidated statement of operations. Such costs primarily consisted of professional services and adviser fees. There were no acquisition-related costs incurred for the years ended December 31, 2017 and 2016.

The following table provides the supplemental unaudited pro forma total revenue and net (loss) income of the Company had the acquisition date of CCS and William Charles been the first day of IEA's fiscal 2017.

Unaudited pro forma data (in thousands, except per share data)	Year Ended December 31,	
	2018	2017
Revenue	\$ 1,257,616	\$ 997,018
Net (loss) income	(840)	5,792
Net (loss) income per common share - basic and diluted	(2.25)	0.27

The amounts in the supplemental unaudited pro forma results apply the Company's accounting policies and reflect certain adjustments to, among other things, (i) exclude the impact of transaction costs incurred in connection with the acquisitions, (ii) include additional depreciation and amortization that would have been charged assuming the same fair value adjustments to property, plant and equipment and acquired intangibles had been applied on January 1, 2017 and (iii) include additional interest expense that would have been charged assuming the incremental borrowings the Company incurred to finance the acquisitions had been outstanding on January 1, 2017. Accordingly, these supplemental unaudited pro forma results have been prepared for comparative purposes only and are not intended to be indicative of the results of operations that would have occurred had the acquisitions actually occurred in the prior year period or indicative of the results of operations for any future period.

#### Discontinued Operations

As a result of significant, historical operating losses incurred for the Company's Canadian solar operations, management made the decision to abandon its operations in Canada and to refocus the business on the U.S. wind energy market. The Company completely abandoned the Canadian solar operations of H.B. White, effectively completed all significant projects in Canada and reduced or redeployed substantially all of its Canadian resources, facilities and equipment as of July 2016. Accordingly, the operating results of its operations in Canada for the year ended December 31, 2016 have been classified as discontinued operations in the consolidated statement of operations, and the carrying amounts of major classes of assets and liabilities were \$0 for H.B. White as of the end of 2016. Interest expense that was specifically identifiable to debt related to supporting the Canadian solar operations of H.B. White qualified as discontinued operations and was allocated to the interest expense component within net income from discontinued operations in the Company's consolidated statement of operations.

Major classes of line items constituting net income from discontinued operations for the year ended December 31, 2016 were as follows:

(In thousands)	Year Ended December 31, 2016
Revenue	\$ 1,911
Cost of earned revenue, excluding depreciation	1,626
Operating expenses	1,610
Interest and other expenses, net	3,060
Gain on abandonment	(4,253)
Income tax benefit	(1,219)
Net income from discontinued operations	\$ 1,087

The following table presents the amounts related to the discontinued operations of H.B. White that were included within the significant categories of cash flows in the consolidated statement of cash flows for the year ended December 31, 2016:

(In thousands)	Year Ended December 31, 2016
Net cash used in operating activities	\$ (15,539)
Net cash provided by investing activities	82
Net cash provided by financing activities	15,664

### Note 3. Accounts Receivable, Net

The following table provides details of accounts receivable, net of the allowance for doubtful accounts, as of the dates indicated:

(in thousands)	December 31,	
	2018	2017
Contract receivables	\$ 161,408	\$ 44,696
Contract retainage	64,000	16,501
Accounts receivable, gross	225,408	61,197
Less: allowance for doubtful accounts	(42)	(216)
Accounts receivable, net	\$ 225,366	\$ 60,981

The contract receivables amount as of December 31, 2018 includes an unapproved change order of approximately \$9.2 million for which the Company is pursuing settlement through dispute resolution. There were no similar amounts included within the December 31, 2017 amount.

Gross profit for the year ended December 31, 2018 includes a charge of approximately \$5.6 million related to a dispute with a specific customer concerning change orders with respect to one specific project completed in the second quarter of 2018. The Company believes that the charge reflected in the disputed change orders are properly the obligation of the customer. Nonetheless, the Company elected to settle the dispute and absorb these costs in order to maintain a valuable customer relationship. There were no similar charges included within gross profit for the years ended December 31, 2017 and 2016.

Activity in the allowance for doubtful accounts for the periods indicated was as follows:

(in thousands)	Year Ended December 31,		
	2018	2017	2016
Allowance for doubtful accounts at beginning of period	\$ 216	\$ 135	\$ 12,077
Plus: provision for (reduction in) allowance	(174)	81	(10,534)
Less: write-offs, net of recoveries	—	—	(1,408)
Allowance for doubtful accounts at period-end	\$ 42	\$ 216	\$ 135

### Note 4. Contracts in Progress

Contracts in progress were as follows as of the dates indicated:

(in thousands)	December 31,	
	2018	2017
Costs on contracts in progress	\$ 935,820	\$ 861,050
Estimated earnings on contracts in progress	76,883	131,997
Revenue on contracts in progress	1,012,703	993,047
Less: billings on contracts in progress	(1,027,816)	(981,832)
Net (over) under billings	\$ (15,113)	\$ 11,215

The above amounts have been included in the consolidated balance sheets under the following captions:

(in thousands)	December 31,	
	2018	2017
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 47,121	\$ 18,613
Billings in excess of costs and estimated earnings on uncompleted contracts	(62,234)	(7,398)
Net (over) under billings	\$ (15,113)	\$ 11,215

Billings in excess of costs and estimated earnings on uncompleted contracts includes a provision for loss contracts of \$1.4 million and \$0.0 million as of December 31, 2018 and 2017, respectively.

The Company recognizes a contract asset within costs and estimated earnings in excess of billings on uncompleted contracts in the consolidated balance sheet for revenue earned related to unapproved change orders that are probable of recovery. For the years ended December 31, 2018, 2017 and 2016, the Company recognized revenue related to unapproved change orders of \$45.0 million, \$33.5 million and \$17.8 million, respectively.

#### Note 5. Property, Plant and Equipment, Net

Property, plant and equipment, net consisted of the following as of the dates indicated:

(In thousands)	December 31,	
	2018	2017
Buildings and leasehold improvements	\$ 4,614	\$ 416
Land	19,394	—
Construction equipment	175,298	46,404
Office equipment, furniture and fixtures	2,994	1,451
Vehicles	4,991	404
Total property, plant and equipment	207,291	48,675
Accumulated depreciation	(31,113)	(17,770)
Property, plant and equipment, net	\$ 176,178	\$ 30,905

Depreciation expense for property, plant and equipment was \$13.7 million, \$5.0 million and \$3.3 million for the years ended December 31, 2018, 2017 and 2016, respectively.

In October 2017, IEA Services made an equity distribution to the Seller in the form of land and a building with a total net book value at the date of distribution of \$4.7 million.

#### Note 6. Goodwill and Intangible Assets, Net

The following table provides the changes in the carrying amount of goodwill for 2018 and 2017:

(In thousands)	Goodwill
January 1, 2017	\$ 3,020
Other adjustments	—
December 31, 2017	3,020
Acquisitions	37,237
December 31, 2018	\$ 40,257

Intangible assets, net consisted of the following as of the dates indicated:

(\$ in thousands)	December 31, 2018				December 31, 2017			
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Weighted Average Remaining Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Weighted Average Remaining Life
Customer relationships	\$ 27,000	\$ (814)	\$ 26,186	7 years	\$ —	\$ —	\$ —	—
Trade names	13,400	(575)	12,825	5 years	820	(751)	69	1 year
Backlog	13,400	(1,537)	11,863	2 years	—	—	—	—
	\$ 53,800	\$ (2,926)	\$ 50,874		\$ 820	\$ (751)	\$ 69	

Amortization expense associated with intangible assets for the years ended December 31, 2018, 2017 and 2016 totaled \$3.0 million, \$0.1 million and \$0.1 million, respectively.

The following table provides the annual intangible amortization expense expected to be recognized for the years 2019 through 2023:

(in thousands)	2019	2020	2021	2022	2023
Amortization expense	\$ 13,394	\$ 11,700	\$ 6,537	\$ 6,537	\$ 5,912

**Note 7. Accrued Liabilities**

Accrued liabilities consisted of the following as of the dates indicated:

(in thousands)	December 31,	
	2018	2017
Accrued project costs	\$ 61,689	\$ 27,097
Accrued compensation and related expenses	15,939	8,855
Other accrued expenses	16,431	10,198
	<u>\$ 94,059</u>	<u>\$ 46,150</u>

**Note 8. Fair Value of Financial Instruments**

The following table presents the Company's financial instruments measured at fair value on a recurring basis, classified in the fair value hierarchy (Level 1, 2 or 3) based on the inputs used for valuation in the consolidated balance sheets:

(in thousands)	December 31, 2018				December 31, 2017			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
<b>Liabilities</b>								
Contingent consideration	\$ —	\$ —	\$ 23,082	\$ 23,082	\$ —	\$ —	\$ —	\$ —

The following table reconciles the beginning and ending balances of recurring fair value measurements using Level 3 inputs for the year ended December 31, 2018. There were no changes in such balances for the year ended December 31, 2017.

(in thousands)	Level 3
Beginning Balance, December 31, 2017	\$ —
Contingent consideration issued during Merger	69,373
Fair value adjustment - (gain) recognized in other income	(46,291)
Ending Balance, December 31, 2018	<u>\$ 23,082</u>

Other financial instruments of the Company not listed in the table above primarily consist of cash and cash equivalents, accounts receivable, accounts payable and other current liabilities that approximate their fair values, based on the nature and short maturity of these instruments, and they are presented in the Company's consolidated balance sheets at carrying cost. Additionally, management believes that the carrying value of the Company's outstanding debt balances, further discussed in *Note 9. Debt*, approximate fair value due to their floating interest rates.

**Contingent Consideration**

Pursuant to the Merger Agreement, the Company shall issue to the Seller up to an additional 9,000,000 common shares in the aggregate, which shall be fully earned if the final 2018 and 2019 financial targets are achieved. The Company may be required to issue such shares if the 2019 financial target is achieved. As of December 31, 2018, the Company recorded the contingent consideration liability at fair value, which was estimated using a Monte Carlo simulation based on certain significant unobservable inputs, such as a risk rate premium, peer group EBITDA volatility, stock price volatility and projected Adjusted EBITDA for the Company for 2019. The calculation derived a fair value adjustment of \$46.3 million to the liability based on 2018 actual financial results and the expected probability of reaching the full amount of contingent consideration in 2019.



Significant unobservable inputs used in the fair value calculation as of the periods indicated were as follows:

	December 31, 2018	March 26, 2018
Risk premium adjustment	8.0%	5.0%
Risk-free rate	2.6%	2.0%
EBITDA volatility	14.0%	24.5%
Stock price volatility	37.1%	27.9%
Correlation of EBITDA and stock price	75.0%	75.0%

**Note 9. Debt**

Debt consists of the following obligations as of:

(In thousands)	December 31,	
	2018	2017
Line of credit - short-term	\$ —	\$ 33,674
Term loan	\$ 300,000	\$ —
Line of credit	46,500	—
Commercial equipment notes	5,341	—
Total principal due for long-term debt	351,841	—
Unamortized debt discount and issuance costs	(23,534)	—
Less: Current portion of long-term debt	(32,580)	—
Long-term debt, less current portion	\$ 295,727	\$ —

**Old Credit Facility**

In connection with the closing of the Merger in March 2018, the outstanding borrowings under IEA Services' then-existing line of credit of \$38.4 million were repaid using proceeds from the Merger credit facility described below, and the old credit facility was terminated. The amount outstanding as of December 31, 2017 of \$33.7 million is presented as line of credit - short-term in the consolidated balance sheet as these borrowings contractually matured on December 31, 2018. The weighted average interest rate on revolving loans outstanding under this facility as of December 31, 2017 was 4.50%.

**Merger Credit Facility**

In conjunction with the completion of the Merger, IEA Services refinanced its prior credit facility with a new facility that provided for aggregate revolving borrowings of up to \$50.0 million and a \$50.0 million delayed draw term loan facility. Upon closing of the acquisition of CCS in September 2018, the outstanding borrowings under this Merger credit facility of \$53.5 million were repaid, plus accrued and unpaid interest, using proceeds from the new credit facility described below, and the Merger credit facility was terminated. The Company recognized a \$1.8 million loss on extinguishment of debt upon this termination, primarily due to the write-off of the unamortized debt issuance costs and discount for this facility as of such date, which is reflected within other expense in the consolidated statement of operations for the year ended December 31, 2018.

**Acquisition Credit Facility**

At closing of the CCS acquisition, IEA Services entered into a credit agreement for a new credit facility, which was amended and restated in connection with the closing of the William Charles acquisition, and was further amended and restated on November 16, 2018 (as amended and restated, the "A&R Credit Agreement"). The A&R Credit Agreement provides for a term loan facility of \$300.0 million and a revolving line of credit of \$50.0 million, which is available for revolving loans and letters of credit. Availability on the line of credit is subject to customary borrowing base calculations.

On September 25, 2018, \$200.0 million was drawn on the term loan facility and \$20.5 million was drawn on the line of credit to pay the CCS acquisition consideration, repay borrowings under the Merger credit facility and repay certain assumed indebtedness of Saiia and the ACC Companies. The remaining \$100.0 million was drawn on the term loan facility on

November 2, 2018 to pay the cash portion of the William Charles acquisition consideration and to repay certain assumed indebtedness of William Charles, and an additional \$26.0 million of revolving loans were drawn in the third and fourth quarter of 2018, to be used for working capital and other general corporate purposes, for total outstanding revolving loans of \$46.5 million as of December 31, 2018. The Company capitalized \$24.5 million of financing fees that were incurred to obtain this new credit facility.

Term loan borrowings mature on September 25, 2024 and are subject to quarterly amortization of principal, commencing on the last day of the first quarter of 2019, in an amount equal to 2.50% of the aggregate principal amount of such loans. Beginning with 2020, an additional annual payment is required equal to 75% of Excess Cash Flow (as defined in the A&R Credit Agreement) for the preceding fiscal year if such Excess Cash Flow is greater than \$2.5 million, with the percentage of Excess Cash Flow subject to reduction based upon the Company's consolidated leverage ratio. Borrowings under the revolving line of credit mature on September 25, 2023.

Interest on term loan borrowings accrues at an interest rate of, at the Company's option, (x) LIBOR plus a margin of 6.25% or (y) the applicable base rate plus a margin of 5.25%. Interest on revolving loans accrues at an interest rate of, at the Company's option, (x) LIBOR plus a margin of 4.25% or (y) the applicable base rate plus a margin of 3.25%. The weighted average interest rate on borrowings under this credit facility as of December 31, 2018 was 8.82%.

Obligations under this credit facility are guaranteed by Infrastructure and Energy Alternatives, Inc., Holdings and each existing and future, direct and indirect, wholly-owned, material domestic subsidiary of Infrastructure and Energy Alternatives, Inc. other than IEA Services (together with IEA Services, the "Credit Parties"), and are secured by all of the present and future assets of the Credit Parties, subject to customary carve-outs.

#### ***Debt Covenants***

The terms of the A&R Credit Agreement include customary affirmative and negative covenants and provide for customary events of default, which include, among others, nonpayment of principal or interest and failure to timely deliver financial statements. Under the A&R Credit Agreement, the financial covenant to which the Credit Parties are subject provides that the First Lien Net Leverage Ratio (as defined therein) may not exceed (i) prior to the fiscal quarter ending December 31, 2020, 3.50:1.0 and (ii) from and after the fiscal quarter ending December 31, 2020, 2.25:1.0. The A&R Credit Agreement also includes certain limitations on the payment of cash dividends on the Company's common shares and provides for other restrictions on (subject to certain exceptions) liens, indebtedness (including guarantees and other contingent obligations), investments (including loans, advances and acquisitions), mergers and other fundamental changes and sales and other dispositions of property or assets, among others.

#### ***Assumed Debt from Acquisitions***

In connection with the acquisitions of CCS and William Charles, the Company assumed certain indebtedness of these companies. The Company repaid a majority of this indebtedness upon closing of the acquisitions using proceeds from the A&R Credit Agreement as discussed above but \$5.3 million of commercial equipment notes remained outstanding as of December 31, 2018. The weighted average interest rate on this debt as of December 31, 2018 was 4.95%.

#### ***Subordinated Debt Second Lien Term Loan Agreement***

On December 31, 2016, the outstanding principal and accrued interest for a second lien term loan of \$23.3 million was converted into 23,268,846 non-voting, interest-bearing preferred units of the Seller, and the Seller contributed the debt interests to IEA Services as a contribution to capital. Accordingly, no amounts are currently outstanding for this loan, and the agreement was terminated as of December 31, 2016.

### Contractual Maturities

Contractual maturities of the Company's outstanding principal on debt obligations as of December 31, 2018 are as follows:

(in thousands)	Maturities
2019	\$ 32,580
2020	31,518
2021	30,761
2022	30,369
2023	76,575
Thereafter	150,038
Total	<u>\$ 351,841</u>

### Letters of Credit and Surety Bonds

In the ordinary course of business, the Company is required to post letters of credit and surety bonds to customers in support of performance under certain contracts. Such letters of credit are generally issued by a bank or similar financial institution. The letter of credit or surety bond commits the issuer to pay specified amounts to the holder of the letter of credit or surety bond under certain conditions. If the letter of credit or surety bond issuer were required to pay any amount to a holder, the Company would be required to reimburse the issuer, which, depending upon the circumstances, could result in a charge to earnings. As of December 31, 2018 and 2017, the Company was contingently liable under letters of credit issued under its respective revolving lines of credit in the amount of \$3.0 million and \$5.9 million, respectively, related to projects. In addition, as of December 31, 2018 and 2017, the Company had outstanding surety bonds on projects of \$1.68 billion and \$535.5 million, respectively, which includes the bonding line of the acquired ACC Companies, Saia and William Charles as of the 2018 date.

### Note 10. Commitments and Contingencies

#### Capital Leases

The Company has obligations, exclusive of associated interest, recognized under various capital leases for equipment totaling \$63.5 million and \$20.6 million at December 31, 2018 and 2017, respectively. Gross amounts recognized within property, plant and equipment, net in the consolidated balance sheets under these capital lease agreements at December 31, 2018 and 2017 totaled \$76.9 million and \$27.0 million, less accumulated depreciation of \$10.1 million and \$2.8 million, respectively, for net balances of \$66.8 million and \$24.2 million. Depreciation of assets held under the capital leases is included within cost of revenue in the consolidated statements of operations.

The future minimum payments of capital lease obligations are as follows:

(in thousands)	Capital Leases
2019	\$ 21,240
2020	21,367
2021	15,887
2022	10,920
2023	1,783
Thereafter	—
Future minimum lease payments	<u>71,197</u>
Less: Amount representing interest	<u>7,670</u>
Present value of minimum lease payments	<u>63,527</u>
Less: Current portion of capital lease obligations	<u>17,615</u>
Capital lease obligations, less current portion	<u>\$ 45,912</u>

### Operating Leases

In the ordinary course of business, the Company enters into non-cancelable operating leases for certain of its facility, vehicle and equipment needs, including a related party lease (see Note 15. Related Parties). Rent and related expense for operating leases that have non-cancelable terms totaled approximately \$6.1 million, \$1.6 million and \$1.2 million for the years ended December 31, 2018, 2017 and 2016, respectively.

The future minimum payments under non-cancelable operating leases are as follows:

(in thousands)	Operating Leases
2019	\$ 6,674
2020	5,153
2021	3,308
2022	2,390
2023	1,939
Thereafter	14,703
Future minimum lease payments	\$ 34,167

### Deferred Compensation

The Company has two deferred compensation plans. The first plan is a supplemental executive retirement plan established in 1993 that covers four specific employees or former employees, whose deferred compensation is determined by the number of service years. Payment of the benefits is to be made for 20 years after employment ends. Two former employees are currently receiving benefits, and two participants are still employees of the Company. The two current employees have both reached the full benefit level, and as a result, the present value of the liability is estimated using the normal retirement method. Payments under this plan for 2018 were \$0.1 million. Maximum aggregate payments per year if all participants were retired would be \$0.3 million. As of December 31, 2018 and 2017, the Company had a long-term liability of \$3.2 million and \$3.3 million, respectively, for the supplemental executive retirement plan.

The Company offers a non-qualified deferred compensation plan which is made up of an executive excess plan and an incentive bonus plan. This plan was designed and implemented to enhance employee savings and retirement accumulation on a tax-advantaged basis, beyond the limits of traditional qualified retirement plans. This plan allows employees to: (i) defer annual compensation from multiple sources; (ii) create wealth through tax-deferred investments; (iii) save and invest on a pretax basis to meet accumulation and retirement planning needs; and (iv) utilize a diverse choice of investment options to maximize returns. Executive awards are expensed when vested. Project Management Incentive Payments are expensed when awarded as they are earned through the course of the performance of the project to which they are related. Other incentive payments are expensed when vested as they are considered to be earned by retention. Unrecognized compensation expense for the non-qualified deferred compensation plan at December 31, 2018, 2017 and 2016 was \$2.2 million, \$1.3 million and \$0.2 million, respectively. As of December 31, 2018 and 2017, the Company had a long-term liability of \$3.0 million and \$1.7 million, respectively, for deferred compensation to certain current and former employees.

### Legal Proceedings

*Sterret Crane v. White Construction and Zurich Insurance v. White Construction.* In this matter, Sterret Crane brought a liability claim against White which resulted in a jury verdict on October 23, 2017 finding White liable for \$0.6 million in direct damages. Sterett subsequently filed a motion for attorney fees, interest and costs totaling \$0.7 million. While White's appeal of the jury verdict was pending, the parties settled both the liability lawsuit and the declaratory judgment action in an agreement under which White paid \$0.6 million in the first quarter of 2018 and Zurich paid \$0.3 million for a full release by all parties. Both of the actions have been dismissed with prejudice.

*NPI Litigation/CCAA Resolution.* Pursuant to a settlement agreement entered into with Northland Power, Inc. ("NPI") on November 22, 2016 by H.B. White in connection with the Companies' Creditors Arrangement Act (the "CCAA") proceeding of H.B. White, IEA agreed that it or White would pay to NPI or its designee cash in the aggregate amount of 1.0 million Canadian Dollars ("CAD") if the closing date of a material transaction occurred on or before December 31, 2018. A material transaction was defined as a change in control or a public offering of equity securities. The Merger constituted a change in control on March 26, 2018, and as a result, the Company paid NPI CAD \$1.0 million to satisfy such obligation.

*Carlitos Lopez v. Chicago Transit Authority, Parsons Brinkerhoff, Inc. and, Ragnar Benson, LLC.* A lawsuit was filed on January 11, 2019 in the Circuit Court of Cook County, Illinois, alleging claims for personal injury and premises liability arising out of an accident the plaintiff sustained during a construction project. The case was originally filed on March 10, 2014 in the Circuit Court of Cook County, Illinois, subsequently voluntarily dismissed by the plaintiff, and refiled. The plaintiff seeks an unspecified amount of damages in the refiled case. This case is currently in the filing stage. The Company continues to vigorously defend itself; however, the Company cannot predict the outcome of this action. The Company believes it is covered by insurance for this matter.

In addition to the foregoing, the Company is involved in a variety of legal cases, claims and other disputes that arise from time to time in the ordinary course of its business. The Company cannot provide assurance that it will be successful in recovering all or any of the potential damages it has claimed or in defending claims against the Company. While the lawsuits and claims are asserted for amounts that may be material, should an unfavorable outcome occur, management does not currently expect that any currently pending matters will have a material adverse effect on the Company's financial position, results of operations or cash flows. However, an unfavorable resolution of one or more of such matters could have a material adverse effect on the Company's business, financial condition, results of operations and cash flows.

#### Note 11. Earnings (Loss) Per Share

The Company calculates earnings (loss) per share ("EPS") in accordance with ASC 260, *Earnings per Share*. Basic EPS is computed by dividing income (loss) available to common stockholders by the weighted average number of common shares outstanding during the period.

Income (loss) available to common stockholders is computed by deducting the dividends accumulated for the period on cumulative preferred stock from net income. If there is a net loss, the amount of the loss is increased by those preferred dividends.

Diluted EPS assumes the dilutive effect of (i) contingently issuable earn-out shares, (ii) Series A cumulative convertible preferred stock, using the if-converted method, and (iii) the assumed exercise of in-the-money stock options and warrants and the assumed vesting of outstanding RSUs, using the treasury stock method.

Whether the Company has net income or a net loss determines whether potential issuances of common stock are included in the diluted EPS computation or whether they would be anti-dilutive. As a result, if there is a net loss, diluted EPS is computed in the same manner as basic EPS is computed. Similarly, if the Company has net income but its preferred dividend adjustment made in computing income available to common stockholders results in a net loss available to common stockholders, diluted EPS would be computed in the same manner as basic EPS.

The calculations of basic and diluted EPS, are as follows:

(\$ in thousands, except per share data)	Year Ended December 31,		
	2018	2017	2016
<b>Numerator:</b>			
Net income from continuing operations	\$ 4,244	\$ 16,525	\$ 64,451
Less: Convertible preferred share dividends	(1,597)	—	—
Less: Contingent consideration fair value adjustment	(46,291)	—	—
Net (loss) income from continuing operations available to common stockholders	(43,644)	16,525	64,451
Net income from discontinued operations available to common stockholders	—	—	1,087
Net (loss) income available to common stockholders	\$ (43,644)	\$ 16,525	\$ 65,538
<b>Denominator:</b>			
Weighted average common shares outstanding - basic and diluted <sup>(1)</sup>	21,665,965	21,577,650	21,577,650
<b>Anti-dilutive:<sup>(2)</sup></b>			
Convertible preferred shares	3,100,085	—	—
RSUs	59,445	—	—
Net (loss) income from continuing operations per common share - basic and diluted	\$ (2.01)	\$ 0.77	\$ 2.99
Net income from discontinued operations per common share - basic and diluted	—	—	0.05
Net (loss) income per common share - basic and diluted	\$ (2.01)	\$ 0.77	\$ 3.04

<sup>(1)</sup> The contingent earn-out shares were not included at December 31, 2018. See Note 8, *Fair Value of Financial Instruments* for discussion regarding the Company's contingently issuable earn-out shares that were not potentially dilutive as of December 31, 2018.

<sup>(2)</sup> Warrants to purchase 8,480,000 shares of common stock at \$11.50 per share were outstanding at December 31, 2018 but were not potentially dilutive as the warrants' exercise price was greater than the average market price of the common stock during the period. 713,260 of unvested Options and 187,026 of unvested RSUs were also not potentially dilutive as of December 31, 2018 as the respective exercise price or average stock price required for vesting of such award was greater than the average market price of the common stock during the period.

The calculation of weighted average common shares outstanding during the periods preceding a reverse recapitalization generally requires the Company to use the capital structure of the entity deemed to be the acquirer for accounting purposes to calculate EPS. However, as a limited liability company, IEA Services had no outstanding common shares prior to the Merger. Therefore, the weighted average common shares outstanding for all comparable prior periods preceding the Merger is based on the capital structure of the acquired company, as management believes that is the most useful measure.

	<u>Shares Outstanding</u>
Company (Dk/a M III Acquisition Corp.) shares outstanding as of December 31, 2017	19,210,000
Redemption of shares by M III stockholders prior to the Merger	(7,967,165)
Common shares issued pursuant to Advisor Commitment Agreements, net of forfeited sponsor founder shares	(93,685)
Shares issued to Infrastructure and Energy Alternatives, LLC/Seller	<u>10,428,500</u>
IEA shares outstanding as of March 26, 2018	<u>21,577,650</u>

At the closing of the Merger, 34,965 shares of Series A convertible preferred stock were issued to the Seller with an initial stated value of \$1,000 per share, for total consideration of \$35.0 million. Dividends on each share of Series A preferred stock accrue at a rate of 6% per annum during the period from the Closing Date until the 18-month anniversary of the Closing Date and 10% per annum thereafter, with such dividends payable quarterly in cash. These shares are convertible to common shares under certain circumstances. For the year ended December 31, 2018, the Board declared \$1.6 million in dividends to holders of Series A preferred stock.

## Note 12. Stock-Based Compensation

The 2011 Profits Interest Unit Incentive Plan (the "2011 Equity Plan") was terminated upon the closing of the Merger in March 2018 and all equity-based awards, which were granted in the form of profit units of the Seller, were canceled with no such amounts available for future issuance under the 2011 Equity Plan.

In March 2018, the Company adopted the 2018 IEA Equity Incentive Plan (the "2018 Equity Plan"), which provided for 2,157,765 shares to be available for granting to certain officers, directors and employees under the plan. The plan allows for the granting of both RSUs and Options.

On September 14, 2018, the Company's Board granted 374,052 RSUs and 713,260 Options to executives and management under the 2018 Equity Plan. The grants were documented in RSU and Option Award Agreements, which provided for a vesting schedule and require continuing employment. The RSUs and Options vest 50% after four years of continuous service from the Merger Closing Date, in equal installments of one-fourth on each of the first four anniversaries of the Closing Date, 25% on the later of one year from the Closing Date or the first date upon which the closing sale price of the Company's common stock for any 20 trading days in a consecutive 30-day trading period equals or exceeds \$12.00 per share and 25% on the later of one year from the Closing Date or the first date upon which the closing sale price of the Company's common stock for any 20 trading days in a consecutive 30-day trading period equals or exceeds \$14.00 per share.

Stock-based compensation cost is measured at the date of grant based on the calculated fair value of the stock-based award and is recognized as expense using the straight-line method over the employee's requisite service period (generally the vesting period of the award) within selling, general and administrative expenses. The following table provides the components of stock-based compensation expense and the associated tax benefit recognized for the year ended December 31, 2018. For the years ended December 31, 2017 and 2016, the Company recognized \$0.1 million and \$0.2 million, respectively, of expense under the 2011 Equity Plan.

(in thousands)	2018
Options	\$ 487
RSUs	585
Stock-based compensation expense	1,072
Tax benefit for stock-based compensation expense	—
Stock-based compensation expense, net of tax	<u>\$ 1,072</u>

### Employee Options

Options are granted with exercise prices equal to market prices on the date of grant and expire 10 years from the date of grant. Options are typically granted to officers and key employees selected by the Compensation Committee of the Board.

The following table summarizes all Option activity during 2018:

	Number of Options	Weighted Average Exercise Price	Aggregate Intrinsic Value (in thousands)	Weighted Average Remaining Contractual Term (in years)
Outstanding at January 1, 2018	—	\$ —		
Granted	713,260	10.37		
Exercised	—	—		
Forfeited	—	—		
Outstanding at December 31, 2018	<u>713,260</u>	<u>\$ 10.37</u>		
Vested or expected to vest at December 31, 2018	<u>713,260</u>	<u>10.37</u>		
Exercisable at December 31, 2018	<u>—</u>	<u>—</u>	<u>—</u>	<u>0</u>

The Company has a policy of issuing new common shares to satisfy the exercise of Options. As of December 31, 2018, there was \$3.1 million of unrecognized stock-based compensation expense for unvested Options, and the expected remaining expense period was 3.25 years.

The weighted average grant-date fair value per share of Options granted in 2018 was \$10.37. The Company estimated the fair value of Options issued using the Black-Scholes option pricing model. Expected volatilities were based on the historical volatility of the Company's stock, peer group and other factors. The Company used historical data to estimate Option exercises and employee terminations within the valuation model. Dividends were based on an estimated dividend yield. The risk-free interest rates used for the periods within the contractual life of the Options were based on the U.S. Treasury rates in effect at the time of the grant. Option valuation models require the input of subjective assumptions including the expected volatility and lives.

The following assumptions were used to value Option grants during 2018:

	<u>2018</u>
Expected dividend yield	—%
Expected volatility	35.00%
Risk-free interest rate	2.63%
Expected life (in years)	4.0

#### *Employee RSUs*

RSUs are awarded to select employees and, when vested, entitle the holder to receive a specified number of shares of the Company's common stock, including shares resulting from dividend equivalents paid on such RSUs. The value of RSU grants was measured as of the grant date using the closing price of IEA's common stock.

The following table summarizes all activity for RSUs awarded to employees during 2018:

	<u>Number of RSUs</u>	<u>Weighted Average Grant-Date Fair Value Per Share</u>
Unvested at January 1, 2018	—	\$ —
Granted	449,050	10.37
Vested	—	—
Forfeited	—	—
Unvested at December 31, 2018	<u>449,050</u>	<u>\$ 10.37</u>

As of December 31, 2018, there was \$3.7 million of unrecognized stock-based compensation expense for unvested RSUs awarded to employees, and the expected remaining expense period was 3 years.

#### *Non-employee Director RSUs*

For service in 2018, the non-employee directors of the Board were granted 68,562 RSUs on December 31, 2018, valued at \$0.6 million. These RSUs will vest on March 31, 2019. The value of RSU grants was measured as of the grant date using the closing price of IEA's common stock. As of December 31, 2018, there was \$0.6 million of unrecognized stock-based compensation expense for unvested non-employee director RSUs, and the expected remaining expense period was 3 months.



**Note 13. Income Taxes**

The Company is a corporation that is subject to U.S. federal income tax, various state income taxes, Canadian federal taxes and provincial taxes.

(Loss) income before income taxes and the related tax (benefit) provision are as follows:

(in thousands)	Year ended December 31,		
	2018	2017	2016
(Loss) income before income taxes:			
U.S. operations	\$ (7,955)	\$ 29,313	\$ 54,238
Non-U.S. operations	(743)	1,075	—
Total (loss) income before taxes	<u>\$ (8,698)</u>	<u>\$ 30,388</u>	<u>\$ 54,238</u>
Current (benefit) provision:			
Federal	\$ (23)	\$ 313	\$ 1,168
State	(902)	2,099	3,306
Total current (benefit) provision	<u>(925)</u>	<u>2,412</u>	<u>4,474</u>
Deferred (benefit) provision:			
Federal	(10,399)	11,637	(12,775)
State	(1,618)	(186)	(1,912)
Total deferred (benefit) provision	<u>(12,017)</u>	<u>11,451</u>	<u>(14,687)</u>
Total (benefit) provision for income taxes	<u>\$ (12,942)</u>	<u>\$ 13,863</u>	<u>\$ (10,213)</u>

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate from continuing operations is as follows:

	Year ended December 31,		
	2018	2017	2016
Federal statutory rate	21.0 %	34.0 %	34.0 %
State and local income taxes, net of federal benefits	26.5	3.9	3.4
Permanent items	101.1	3.8	(0.1)
Change in valuation allowance	—	(0.1)	(57.5)
Rate change	(1.0)	1.0	—
Other	1.2	3.0	1.4
Effective tax rate	<u>148.8 %</u>	<u>45.6 %</u>	<u>(18.8)%</u>

Significant differences in the effective tax rate between the years ended December 31, 2018 and 2017 related to the change in the U.S. federal corporate income tax rate as a result of the 2017 Tax Act, the permanent items pertaining to contingent consideration, the Merger and the acquisitions made in 2018, and state taxes. The difference in the effective tax rate between the years ended December 31, 2017 and 2016 (and the negative tax rate in 2016) was driven by the release of a valuation allowance on loss carryforwards in 2016.

Deferred taxes reflect the tax effects of the differences between the amounts recorded as assets and liabilities for financial statement purposes and the comparable amounts recorded for income tax purposes. Significant components of the deferred tax assets (liabilities) as of December 31, 2018 and 2017, respectively, are as follows:

(in thousands)	December 31,	
	2018	2017
<b>Deferred tax assets:</b>		
Allowance for doubtful accounts	\$ 15	\$ 31
Accrued liabilities and deferred compensation	1,999	1,600
Alternative minimum tax credit carryforwards	1,069	1,043
Net operating loss carryforwards	10,701	2,532
Transaction costs	1,695	—
Goodwill	—	1,239
Section 163(j) interest limitation	2,810	—
Other reserves and accruals	436	—
Less: valuation allowance	—	(4)
<b>Total deferred tax assets</b>	<b>18,725</b>	<b>6,441</b>
<b>Deferred tax liabilities:</b>		
Property, plant and equipment	(5,795)	(2,977)
Equipment under capital lease	(426)	(346)
Intangibles	(949)	(17)
Goodwill	(340)	—
Other	—	(21)
<b>Total deferred tax liabilities</b>	<b>(7,510)</b>	<b>(3,361)</b>
<b>Net deferred tax asset</b>	<b>\$ 11,215</b>	<b>\$ 3,080</b>

The Company assesses the realizability of the deferred tax assets at each balance sheet date based on actual and forecasted operating results in order to determine the proper amount, if any, required for a valuation allowance. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities (including the impact of available carryback and carryforward periods), projected future taxable income and tax-planning strategies in making this assessment. It is management's belief that it is more likely than not that the net deferred tax assets related to the Company will be utilized prior to expiration.

As of December 31, 2018, the Company had a federal net operating loss carryover of \$40.1 million and net operating loss carryovers in certain state tax jurisdictions of approximately \$45.6 million, which may be applied against future taxable income. \$10.5 million of the federal net operating loss carryover was incurred prior to 2018 and will begin to expire in 2035. The state net operating loss carryovers will begin to expire in 2025. As of December 31, 2018, the Company had total alternative minimum tax credit carryovers of approximately \$1.1 million.

The Company files income tax returns in U.S. federal, state and certain international jurisdictions. For federal and certain state income tax purposes, the Company's 2015 through 2017 tax years remain open for examination by the tax authorities under the normal statute of limitations. For certain international income tax purposes, the Company's 2014 through 2017 tax years remain open for examination by the tax authorities under the normal statute of limitations.

The Company classifies interest expense and penalties related to unrecognized tax benefits as components of the income tax provision. There were no such interest or penalties recognized in the consolidated statements of operations for the years ended December 31, 2018, 2017 and 2016, and there were no corresponding accruals as of December 31, 2018 and 2017. As of December 31, 2018 and 2017, the Company had not identified any uncertain tax positions for which recognition was required.

#### Note 14. Employee Benefit Plans

The Company participates in numerous multi-employer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As of December 31, 2018, 2017 and 2016, 26%, 25% and 25%, respectively, of the Company's employees were members of collective bargaining units. As one of many participating employers in these MEPPs, the Company is responsible, with the other participating employers, for any plan underfunding. Contributions to a particular MEPP are established by the applicable collective bargaining agreements; however, required contributions may increase based on the funded status of a MEPP and legal requirements of the Pension Protection Act of 2006, which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of a MEPP include investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions and the utilization of extended amortization provisions. If a contributing employer stops contributing to a MEPP, the unfunded obligations of the MEPP may be borne by the remaining contributing employers. Assets contributed to an individual MEPP are pooled with contributions made by other contributing employers; the pooled assets will be used to provide benefits to the Company's employees and the employees of the other contributing employers.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in the contribution rate as a signatory to the applicable collective bargaining agreement, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the Pension Protection Act of 2006 requires that a 5% surcharge be levied on employer contributions for the first year commencing shortly after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a collective bargaining agreement is in place with terms and conditions consistent with the RP. The zone status included in the table below is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are greater than 65% and less than 80% funded, and plans in the green zone are at least 80% funded.

The Company could also be obligated to make payments to MEPPs if the Company either ceases to have an obligation to contribute to the MEPP or significantly reduces its contributions to the MEPP because of a reduction in the number of employees who are covered by the relevant MEPP for various reasons. Due to uncertainty regarding future factors that could trigger a withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, the Company is unable to determine (a) the amount and timing of any future withdrawal liability, if any, and (b) whether participation in these MEPPs could have a material adverse impact on the Company's financial condition, results of operations or cash flows.

The nature and diversity of the Company's business may result in volatility of the amount of contributions to a particular MEPP for any given period. That is because, in any given market, the Company could be working on a significant project and/or projects, which could result in an increase in its direct labor force and a corresponding increase in its contributions to the MEPP(s) dictated by the applicable collective bargaining agreement. When the particular project(s) finishes and is not replaced, the level of direct labor of contributions to a particular MEPP could also be affected by the terms of the collective bargaining agreement, which could require at a particular time, an increase in the contribution rate and/or surcharges.

The following tables list the MEPPs the Company considered individually significant in 2018, 2017 and 2016. The Company considers individually significant to be any plan over 5% of its total contributions to all MEPPs for that year. For the years ended December 31, 2018, 2017 and 2016, these plans represented 63%, 54% and 65% of total dollars contributed by the Company, respectively, and six of 55, four of 52 and seven of 22 total plans contributed to by the Company. All of the Company's contributions were less than 5% of the total plan contributions contributed by all participating employers. This information was obtained from the respective plans' Form 5500 for the most current available filing, which among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. These dates may not correspond with the Company's calendar year contributions.

For the year ended December 31, 2018:

MEPP	Federal ID#	PPA Zone Status	FIP/RP Status	2018 Contributions	Surcharge	Plan Year	Expiration of CBA
Central Pension Fund of the IUOE & Participating Employers	36-6052390	Green	No	\$ 2,906	No	January 2018	April 2019, March 2023, March 2020, May 2020
Upstate New York Engineers Pension Fund	15-0614642	Red	Implemented	1,100	No	March 2017	June 2019
Central Laborers' Pension Fund	37-6052379	Yellow	Implemented	1,330	No	January 2018	April 2021
Iron Workers Local Union No. 25 Pension Plan	38-6056780	Red	Implemented	998	No	April 2018	May 2019
Operating Engineers' Local 324 Pension Fund	38-1900637	Red	Implemented	840	No	April 2018	April 2018
Laborers National Pension Fund	75-1280827	Red	Implemented	744	No	2018	March 2019
Other funds				4,748			
Total MEPP contributions				<u>\$ 12,666</u>			

For the year ended December 31, 2017:

MEPP	Federal ID#	PPA Zone Status	FIP/RP Status	2017 Contributions	Surcharge	Plan Year	Expiration of CBA
Central Pension Fund of the IUOE & Participating Employers	36-6052390	Green	No	\$ 1,646	No	January 2017	April 2019, March 2018, May 2018
Central Laborers' Pension Fund	37-6052379	Yellow	Implemented	839	No	December 2016	April 2018
Upstate New York Engineers Pension Fund	15-0614642	Red	Implemented	597	No	March 2017	June 2018
Iron Workers St. Louis District Council Pension Trust	43-6052659	Green	No	384	No	October 2016	April 2017
Other funds				2,946			
Total MEPP contributions				<u>\$ 6,412</u>			

For the year ended December 31, 2016:

MEPP	Federal ID#	PPA Zone Status	FIP/RP Status	2016 Contributions	Surcharge	Plan Year	Expiration of CBA
Central Pension Fund of the IUOE & Participating Employers	36-6052390	Green	No	\$ 1,268	No	January 2016	March 2018
Central Laborers' Pension Fund	37-6052379	Red	Implemented	408	No	December 2015	April 2017, April 2018
Iron Workers Local Union No. 25 Pension Plan	38-6056780	Red	Implemented	989	No	April 2016	May 2019
Operating Engineers' Local 324 Pension Fund	38-1900637	Yellow	Implemented	675	No	April 2016	May 2018
Mo-Kan Iron Workers Pension Fund	43-6130595	Green	No	619	No	January 2016	March 2017
Iron Workers Mid-America Pension Plan	36-6488227	Green	No	560	No	December 2015	May 2018
Midwest Operating Engineers Pension Trust Fund	36-6140097	Yellow	Implemented	482	No	March 2016	May 2018
Other funds				2,427			
Total MEPP contributions				<u>\$ 7,428</u>			

The zone status above represents the most recent available information for the respective MEPP, which is 2017 for the plan year ended in 2018, 2016 for the plan year ended in 2017 and 2015 for the plan year ended in 2016.

## **Note 15. Related Parties**

### ***Credit Support Fees***

The Company had debt facilities and other obligations under surety bonds and stand-by letters of credit under the old credit facility that were guaranteed by the two funds that had majority ownership in the Seller. The Company paid a fee for those guarantees based on the total amount outstanding. The Company expensed \$0.2 million, \$1.5 million and \$3.0 million related to these fees during the years ended December 31, 2018, 2017 and 2016, respectively. \$0.6 million of the 2016 amount was included within net income from discontinued operations in the consolidated statement of operations.

### ***Clinton Lease Agreement***

On October 20, 2017, the ownership of a building and land was transferred from White to Clinton RE Holdings, LLC (Cayman) ("Cayman Holdings"), a directly owned subsidiary of the Seller. White then entered into a lease with Cayman Holdings for use of the building and land. This lease has been classified as an operating lease with monthly payments through 2038. The Company's rent expense related to the lease was \$0.7 million and \$0.1 million for the years ended December 31, 2018 and 2017, respectively.

## **Note 16. Subsequent Event**

On March 13, 2019, the Company completed a sale-leaseback transaction related to certain assets that were acquired as part of our recent acquisitions of approximately \$25.0 million.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

## **ITEM 9A. CONTROLS AND PROCEDURES**

### ***Disclosure Controls***

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

As of December 31, 2018, an evaluation was performed under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures. Based on that evaluation, the Company's management, including the Chief Executive Officer and Chief Financial Officer, concluded that the Company's disclosure controls and procedures were effective as of December 31, 2018.

### ***Management's Report on Internal Control over Financial Reporting***

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management has assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2018, utilizing the criteria in the Committee of Sponsoring Organizations of the Treadway Commission's Internal Control-Integrated Framework (2013). Based on its assessment, our management concluded the Company's internal control over financial reporting was effective as of December 31, 2018.

***Attestation Report of the Independent Registered Public Accounting Firm***

This Annual Report on Form 10-K does not include an attestation report of our independent registered public accounting firm on our internal control over financial reporting because Section 103 of the JOBS Act provides that an emerging growth company is not required to provide an auditor's report on internal control over financial reporting for as long as we qualify as an emerging growth company.

***Remediation of Prior Material Weakness***

As of December 31, 2018, management has concluded that the previously disclosed material weaknesses as of December 31, 2017, are remediated based on the following actions taken during the year:

- revised our Board and Committee Charters, which now provide appropriate mechanisms through which to demonstrate that effective oversight over financial reporting processes and internal controls is being properly exercised;
- implemented an effective annual process to ensure that all employees, as well as members of the Board, and outsourced service providers confirm their compliance with the Company's Code of Business Conduct;
- implemented a whistleblower hotline which is available throughout the organization and through an external website and communicated information regarding the whistleblower hotline to all employees; and
- increased communication and training to all employees and the Board regarding the Company's ethical values and the requirement to comply with laws, rules, regulations, and the Company's policies, including our Code of Conduct and Ethics.
- revised our organizational structure by hiring dedicated key employees, including senior management, with assigned responsibility and accountability for financial reporting processes and internal controls. Further, we will continue to provide ongoing GAAP and internal controls training for all the employees;
- implemented an annual financial control risk assessment process as well as a regularly recurring fraud risk assessment process focused on identifying and analyzing risks of financial misstatement due to error and/or fraud, including management override of controls;
- hired another big four accounting firm as an internal controls resource, to create and develop a risk based internal controls plan. We are also enhancing the business process documentation and management's self-assessment and testing for internal controls;
- enhanced the information technology control framework to support all business applications and infrastructure.
- enhanced the management review controls over the application of GAAP and accounting measurements for significant accounts and transactions by adding resources with the required skills and assigned responsibility and accountability for performing an effective review; and
- management review controls have been reassessed to provide the appropriate level of precision required to mitigate the potential for a material misstatement. In addition, we have enhanced the design and implementation of and supporting documentation over management review controls to make clear: (i) management's expectations related to transactions that are subject to such controls; (ii) the level of precision and criteria used for investigation; and (iii) evidence that all outliers or exceptions that should have been identified are investigated and resolved.

These actions resulted in improved control environment which enhanced review procedures and improved documentation standards which were in place for a period of time in 2018 that was sufficiently long enough for our management to conclude, through testing that the controls are operating effectively.

***Internal Control over Financial Reporting for Acquisitions***

Management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include an assessment of certain elements of internal controls over financial reporting of CCS and William Charles which were acquired on September 25, 2018 and November 2, 2018, respectively, which is included in the consolidated financial statements of the Company for the year ended December 31, 2018. CCS accounts for 29.3% of total assets and 9.8% of total revenue, while William Charles accounts for 27.4% of total assets and 6.4% of total revenue. See *Note 2 Merger, Acquisition and Divestiture* for further discussion.

***Changes in Internal Control over Financial Reporting***

Other than changes described under Remediation of Prior Material Weaknesses, there was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the three months ended December 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting, except as described below.

**ITEM 9B. OTHER INFORMATION**

None.

### **PART III**

Certain information required by Part III is omitted from this Annual Report on Form 10-K because the registrant will file with the U.S. Securities and Exchange Commission a definitive proxy statement pursuant to Regulation 14A in connection with the solicitation of proxies for the Company's annual meeting of shareholders (the "2019 Proxy Statement") within 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K, and certain information included therein is incorporated herein by reference.

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required under this Item 10 is incorporated by reference to our 2019 Proxy Statement.

#### **ITEM 11. EXECUTIVE COMPENSATION**

The information required under this Item 11 is incorporated by reference to our 2019 Proxy Statement.

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS**

The information required under this Item 12 is incorporated by reference to our 2019 Proxy Statement.

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required under this Item 13 is incorporated by reference to our 2019 Proxy Statement.

#### **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required under this Item 14 is incorporated by reference to our 2019 Proxy Statement.



**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(A) The Company has filed the following documents as part of this Annual Report on Form 10-K:

1. **Financial Statements** - the Company's consolidated financial statements, notes to those consolidated financial statements and the report of the Company's independent registered public accounting firm related to the consolidated financial statements are set forth under *Item 8. Financial Statements and Supplementary Data*.
2. **Financial Statement Schedules** - All schedules are omitted because they are not applicable, not required, or the information is included in the consolidated financial statements.
3. **Exhibits** - see below.

The following is a complete list of exhibits filed as part of this Annual Report on Form 10-K, some of which are incorporated herein by reference from certain other of the Company's reports, registration statements and other filings with the SEC, as referenced below:

Exhibit Number	Description
2.1#	<u>Agreement and Plan of Merger, dated as of November 3, 2017, by and among the Company, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and, solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.1 to the Company's Amendment No. 1 to its Current Report on Form 8-K (File No. 001-37796) filed November 8, 2017).</u>
2.2	<u>Amendment No. 1 to the Agreement and Plan of Merger, dated as of November 15, 2017, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K (File No. 001-37796) filed November 21, 2017).</u>
2.3	<u>Amendment No. 2 to the Agreement and Plan of Merger, dated as of December 27, 2017, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.3 to the Company's Current Report on Form 8-K (File No. 001-37796) filed January 2, 2018).</u>
2.4	<u>Amendment No. 3 to the Agreement and Plan of Merger, dated as of January 9, 2018, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.4 to the Company's Current Report on Form 8-K (File No. 001-37796) filed January 10, 2018).</u>
2.5	<u>Amendment No. 4 to the Agreement and Plan of Merger, dated as of February 7, 2018, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.5 to the Company's Current Report on Form 8-K (File No. 001-37796) filed February 9, 2018).</u>
2.6	<u>Amendment No. 5 to the Agreement and Plan of Merger, dated as of March 8, 2018, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.6 to the Company's Current Report on Form 8-K (File No. 001-37796) filed March 8, 2018).</u>

2.7 Purchase and Sale Agreement, dated August 9, 2018, by and among IEA Energy Services LLC, Consolidated Construction Solutions LLC and Consolidated Construction Investment Holdings LLC (incorporated by reference to Exhibit 2.1 to the Company's Amendment to the Current Report on Form 8-K/A (File No. 001-37796) filed August 14, 2018).

2.8# Equity Purchase Agreement, dated October 12, 2018, by and among IEA Energy Services LLC, William Charles Construction Group and the owners thereof (incorporated by reference to Exhibit 2.1 to the Company's Amendment to the Current Report on Form 8-K/A (File No. 001-37796) filed October 15, 2018).

2.9 Amendment No. 1 to Equity Purchase Agreement, dated October 31, 2018, by and among IEA Energy Services LLC, William Charles Construction Group and the owners thereof (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K (File No. 001-37796) filed November 2, 2018).

3.1 Second Amended and Restated Certificate of Incorporation of Infrastructure and Energy Alternatives, Inc. (incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-3/A (File No. 333-224337) filed with the Securities Exchange Commission on June 7, 2018).

3.2 Amended and Restated Bylaws of Infrastructure and Energy Alternatives, Inc. (incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).

3.3 Certificate of Designations of Series A Preferred Stock of Infrastructure and Energy Alternatives, Inc. (incorporated by reference to Exhibit 3.3 to the Company's Current Report on Form 8-K filed March 29, 2018).

4.1 Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).

4.2 Specimen Preferred Stock Certificate (incorporated by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).

4.3 Specimen Warrant Certificate (incorporated by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).

4.4 Warrant Agreement, dated July 7, 2016, between the Company and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on July 13, 2016).

4.5 Amended and Restated Warrant Agreement, dated as of March 26, 2018, by and between the Company and Continental Stock Transfer & Trust Company, as Warrant Agent, (incorporated by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).

10.1 Letter Agreement, by and among the Company and certain security holders, officers and directors of the Company (incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on July 13, 2016).

10.2 Subscription and Backstop Agreement, dated March 7, 2018, by and among the Company, the Sponsors and certain subscribers identified therein (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 8, 2018).

10.3 Forfeiture Agreement, dated March 7, 2018, between the Sponsors and the Company (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 8, 2018).

10.4 Waiver, Consent and Agreement to Forfeit Founder Shares, dated as of March 20, 2018, by and among IEA Energy Services LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 20, 2018).

10.5 Registration Rights Agreement dated as of March 26, 2018 by and among Infrastructure and Energy Alternatives, Inc., IEA Parent, M III Sponsor I LLC and M III Sponsor I LP, Cantor Fitzgerald & Co., Mr. Osbert Hood and Mr. Philip Marber (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).

- 10.6 First Amendment to Amended and Restated Registration Rights Agreement, dated as of June 6, 2018, by and between the Company and IEA LLC (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on June 7, 2018).
- 10.7 Investor Rights Agreement, dated as of March 26, 2018, (i) by and among Infrastructure and Energy Alternatives, Inc., M III Sponsor LLC and any other Sponsor Affiliated Transferees who become a party to the agreement, and (ii) Infrastructure and Energy Alternatives, LLC, any other Seller Affiliated Transferees who become a party to the agreement and Oaktree Power Opportunities Fund III Delaware, L.P., in its capacity as the representatives of the Selling Stockholders (incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).
- 10.8 Founder Shares Amendment Agreement, dated as of March 26, 2018, by and among M III Sponsor LLC, M III Sponsor LLP, M III Acquisition Corp. and Infrastructure and Energy Alternatives, LLC (incorporated by reference to Exhibit 10.4 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).
- 10.9 Amended and Restated Founder Shares Amendment Agreement, dated as of June 6, 2018, by and among the Company, Sponsor LLC, Sponsor LLP, IEA LLC and Messrs. Hood and Marber (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on June 7, 2018).
- 10.10 Lease Agreement between White Construction, Inc. and Clinton RE Holdings (Delaware) LLC, dated as of October 20, 2017 (incorporated by reference to Exhibit 10.8 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).
- 10.11 Credit Agreement, dated as of March 26, 2018 among Wind Merger Sub I, Inc., as the Initial Borrower, IEA Energy Services LLC, as the Borrower, the Guarantors party thereto, Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, and the other Lenders party thereto (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).
- 10.12 Credit Agreement, dated as of September 25, 2018 among Infrastructure and Energy Alternatives, Inc., as a Guarantor thereunder, IEA Intermediate Holdco, LLC as Guarantor thereunder, IEA Energy Services LLC, as the Borrower, the subsidiary guarantors party thereto, Jefferies Finance LLC, as Administrative Agent and Collateral Agent, and KeyBank National Association, as Revolving Agent (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on September 26, 2018).
- 10.13# Amendment and Restatement Agreement, dated as of November 2, 2018, by and among Infrastructure and Energy Alternatives, Inc., as a Guarantor thereunder, IEA Intermediate Holdco, LLC as Guarantor thereunder, IEA Energy Services LLC, as the Borrower, the subsidiary guarantors party thereto, Jefferies Finance LLC, as Administrative Agent and Collateral Agent, and KeyBank National Association, as Revolving Agent (incorporated by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q (File No. 001-37796) filed with the Securities Exchange Commission on November 8, 2018).
- 10.14# Second Amendment and Restatement Agreement, dated as of November 16, 2018, by and among Infrastructure and Energy Alternatives, Inc., as a Guarantor thereunder, IEA Intermediate Holdco, LLC as a Guarantor thereunder, IEA Energy Services LLC, as the Borrower, the subsidiary guarantors party thereto and Jefferies Finance LLC, as Administrative Agent and Collateral Agent (incorporated by reference to Exhibit 10.1 of the Company's Current on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on November 23, 2018).
- 10.15† Form of Indemnification Agreement (incorporated by reference to Exhibit 10.15 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).
- 10.16† Infrastructure and Energy Alternatives, Inc. 2018 Equity Incentive Plan (incorporated by reference to Exhibit 10.5 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).
- 10.17† Infrastructure and Energy Alternatives, Inc. 2018 Equity Incentive Plan Form of Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on September 19, 2018).
- 10.18† Infrastructure and Energy Alternatives, Inc. 2018 Equity Incentive Plan Form of Nonqualified Option Award Agreement (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on September 19, 2018).

10.19†	<u>Employment Agreement dated as of January 25, 2018, between IEA Energy Services LLC, a Delaware limited liability company, and John Paul Roehm (incorporated by reference to Exhibit 10.6 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).</u>
10.20†	<u>Employment Agreement dated as of January 25, 2018, between IEA Energy Services LLC, a Delaware limited liability company, and Andrew D. Layman (incorporated by reference to Exhibit 10.7 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).</u>
10.21†	<u>Employment Agreement, dated as of July 17, 2018, between IEA Energy Services, LLC and Bharat Shah (incorporated by reference to Exhibit 10.3 of the Company's Quarterly Report on Form 10-Q (File No. 001-37796) filed with the Securities Exchange Commission on November 8, 2018).</u>
10.22**†	<u>Employment Agreement, dated as of January 7, 2019, between IEA Energy Services, LLC and Gil Melman.</u>
16.1	<u>Letter from Maroun LLP to the Securities and Exchange Commission dated March 29, 2018 (incorporated by reference to Exhibit 16.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on March 29, 2018).</u>
16.2	<u>Letter of Crowe Horwath LLP, dated as of April 23, 2018 (incorporated by reference to Exhibit 16.1 of the Company's Current Report on Form 8-K (File No. 001-37796) filed with the Securities Exchange Commission on April 25, 2018).</u>
21.1*	<u>List of Subsidiaries of the Registrant.</u>
23.1*	<u>Consent of Deloitte &amp; Touche LLP.</u>
23.2*	<u>Consent of Crowe Horwath LLP.</u>
31.1*	<u>Certification of the Principal Executive Officer required by Rule 13a-14(a) and Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes Oxley Act of 2002.</u>
31.2*	<u>Certification of the Principal Financial Officer required by Rule 13a-14(a) and Rule 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes Oxley Act of 2002.</u>
32.1**	<u>Certification of the Principal Executive Officer required by 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.</u>
32.2**	<u>Certification of the Principal Financial Officer required by 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.</u>
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

\*Filed herewith.

\*\*Furnished herewith

# Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. We will furnish the omitted schedules to the Securities and Exchange Commission upon request by the Commission.

† Indicates a management contract or compensatory plan or arrangement.

## ITEM 16. FORM 10-K SUMMARY

Not applicable.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.  
(Registrant)

Dated: March 14, 2019

By: /s/ JP Roehm

Name: JP Roehm

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
By: <u>/s/ JP Roehm</u> Name: JP Roehm	Chief Executive Officer and Director (Principal executive officer)	March 14, 2019
By: <u>/s/ Andrew D. Layman</u> Name: Andrew D. Layman	Chief Financial Officer (Principal financial officer)	March 14, 2019
By: <u>/s/ Bharat Shah</u> Name: Bharat Shah	Chief Accounting Officer (Principal accounting officer)	March 14, 2019
By: <u>/s/ Mohsin Y. Meghji</u> Name: Mohsin Y. Meghji	Director and Chairman	March 14, 2019
By: <u>/s/ Derek Glanvill</u> Name: Derek Glanvill	Director	March 14, 2019
By: <u>/s/ Peter Jonna</u> Name: Peter Jonna	Director	March 14, 2019
By: <u>/s/ Charles Gamer</u> Name: Charles Gamer	Director	March 14, 2019
By: <u>/s/ Terence Montgomery</u> Name: Terence Montgomery	Director	March 14, 2019
By: <u>/s/ Ian Schapiro</u> Name: Ian Schapiro	Director	March 14, 2019
By: <u>/s/ John Eber</u> Name: John Eber	Director	March 14, 2019

This EMPLOYMENT AGREEMENT (this "Agreement") dated as of January 7, 2019, between IEA Energy Services, LLC a Delaware limited liability company (the "Company"), and Gil Melman ("Executive").

WHEREAS, the Executive accepted a position as General Counsel effective January 7, 2019 (the "Effective Date");

WHEREAS, the Company and Executive desire to enter into this employment agreement (this "Agreement") pursuant to the terms, provisions and conditions set forth herein, which will govern the terms of Executive's employment with the Company.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as set forth below:

1. Term. (a) The term of Executive's employment under this Agreement shall be effective as of the date set forth above (the "Effective Date"), and shall continue until the third (3rd) anniversary thereof (the "Initial Expiration Date"), provided that on the Initial Expiration Date and each subsequent anniversary of the Initial Expiration Date, the term of Executive's employment under this Agreement shall be automatically extended for one additional year unless either party provides written notice to the other party at least ninety (90) days prior to the Initial Expiration Date (or any such anniversary, as applicable) that Executive's employment hereunder shall not be so extended (in which case Executive's employment and this Agreement shall terminate on the Initial Expiration Date or expiration of the extended term, as applicable); provided, however, that Executive's employment and this Agreement may be terminated earlier at any time pursuant to the provisions of Section 4. The period of time from the Effective Date through the termination of this Agreement and Executive's employment hereunder pursuant to its terms is herein referred to as the "Term"; and the date on which the Term is scheduled to expire (i.e., the Initial Expiration Date or the scheduled expiration of the extended term, if applicable) is herein referred to as the "Expiration Date".

(a) Executive agrees and acknowledges that the Company has no obligation to extend the Term or to continue Executive's employment following the Expiration Date, and Executive expressly acknowledges that no promises or understandings to the contrary have been made or reached. Executive also agrees and acknowledges that, should Executive and the Company choose to continue Executive's employment for any period of time following the Expiration Date without extending the term of Executive's employment under this Agreement or entering into a new written employment agreement, Executive's employment with the Company shall be "at will", such that the Company may terminate Executive's employment at any time, with or without reason and with or without notice, and Executive may resign at any time, with or without reason and with or without notice.

(b) For purposes of this Agreement, the following terms, as used herein, shall have the definitions set forth below.

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person, provided that, in any event, any business in which the Company has any direct or indirect ownership interest shall be treated as an Affiliate of the Company.

"Control" (including, with correlative meanings, the terms "Controlled by" and "under common Control with"), as used with respect to any Person, means the direct or indirect possession of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Governmental Entity" means any national, state, county, local, municipal or other government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality.

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“**Person**” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, association, Governmental Entity, unincorporated entity or other entity.

2. **Duties and Responsibilities.** (a) During the Term, Executive agrees to be employed and devote substantially all of Executive’s business time and efforts to the Company and the promotion of its interests and the performance of Executive’s duties and responsibilities hereunder as General Counsel, upon the terms and conditions of this Agreement. Executive shall perform such lawful duties and responsibilities as directed from time to time by the Chief Executive Officer of the Company (“**CEO**”), or the Board of Directors of the Company (the “**Board**”) that are customary for a General Counsel.

(a) During the Term, Executive shall report directly to the CEO or his designee, or in the absence thereof the Board. Executive acknowledges that Executive’s duties and responsibilities may require Executive to travel on business to the extent necessary to fully perform Executive’s duties and responsibilities hereunder. It is anticipated that Executive shall physically be on Company premises (or traveling on Company business) during normal business hours (unless absent due to vacation, injury, illness or other approved leave of absence). The Executive will serve as an officer and director of subsidiaries and affiliates but shall not be entitled to any additional compensation for such board service while employed by the Company.

(b) During the Term, Executive shall use Executive’s best efforts to faithfully and diligently serve the Company and shall not act in any capacity that is in conflict with Executive’s duties and responsibilities hereunder; provided, however, Executive may manage Executive’s personal investments and affairs and participate in non-profit, educational, charitable and civic activities, to the extent that such activities do not interfere with the performance of Executive’s duties hereunder, and are not in conflict with the business interests of the Company or its Affiliates or otherwise compete with the Company or its Affiliates. Except as provided in the immediately preceding sentence, for the avoidance of doubt, during the Term Executive shall not be permitted to become engaged in or render services for any Person other than the Company and its Affiliates, and shall not be permitted to be a member of the board of directors of any company, in any case without the prior consent of the Company.

3. **Compensation and Related Matters.** (a) **Base Salary.** During the Term, for all services rendered under this Agreement, Executive shall receive an annualized base salary (“**Base Salary**”) at a rate of Three-hundred and sixty thousand dollars (\$360,000), payable in accordance with the Company’s applicable payroll practices. References in this Agreement to “**Base Salary**” shall be deemed to refer to the most recently effective annual base salary rate. For all future years, the Company will review the Base Salary approximately annually during the Term to determine, at the discretion of the Company, whether the Base Salary should be increased and, if so, the amount of such increase and time at which it should take effect.

(a) **Annual Bonus.** During the Term, subject to Section 3(l), for each calendar year, Executive shall have the opportunity to earn an annual bonus (“**Annual Bonus**”) based on performance against specified objective (including budgetary or EBITDA-based) performance criteria (“**Performance Goals**”) established by the Board prior to or as soon as practicable following the start of each calendar year, subject to Executive’s continued employment through December 31 of each such calendar year (except as otherwise provided in Section 4). The Annual Bonus shall be equal to sixty percent (60%) of Base Salary if the Company achieves its Performance Goals (the “**Target Bonus**”), with the opportunity for an Annual Bonus in excess of the Target Bonus (up to a maximum of 120%) for performance that exceeds additional Performance Goals established by the Board.

(b) **Equity.** The Executive will receive a one-time grant of 30,000 Restricted Stock Units with a 3 -year vesting, under which the grants vests 1/3 each 12-month period. Additionally, within one hundred twenty (120) days after the Effective Date, the Company intends to grant Executive options to acquire common stock of the Company, pursuant to the terms of the Long Term Incentive Plan, subject to Executive’s continued employment; provided, however, that the grant of equity pursuant to this Section 3(c) shall be subject to the approval by the Compensation Committee of the Board and such other terms and conditions as determined by the Compensation Committee. You will be eligible at a target of fifty percent (50%) of annual

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base salary.

(c) **Benefits and Perquisites.** During the Term, Executive shall be entitled to participate in the benefit plans and programs commensurate with Executive's position, that are provided by the Company from time to time for its senior executives generally, subject to the terms and conditions of such plans which may be amended, modified, or terminated by the Company.

(d) **Business Expense Reimbursements.** During the Term, the Company shall promptly reimburse Executive for Executive's reasonable and necessary business expenses incurred in connection with performing Executive's duties hereunder in accordance with its then prevailing policies and procedures for expense reimbursement (which shall include appropriate itemization and substantiation of expenses incurred).

(e) **Vacation.** During the Term, Executive shall be entitled to four (4) weeks paid vacation each calendar year, in accordance with the Company's vacation policy to be taken at such times as may be mutually agreed by Executive and the Company.

(f) **Sign-on Bonus.** The Company will pay the Executive a sign on bonus in two (2) installments of Eighty-Thousand Dollars (\$80,000) each. The first installment will be payable on the first available payroll following the Effective Date. The second installment will be paid on the payroll nearest June 30, 2019. Both payments will be paid via payroll and included as taxable earnings. In the event of voluntary termination of employment, or involuntary due to the Executive's performance or gross misconduct within one year of the payment date of either installment, the Executive agrees to reimburse the Company a prorated portion of the sign on bonus based on a 12-month prorated calculation.

(g) **Relocation.** The Company will provide the Executive with a lump sum relocation allowance in the amount of Fifty Thousand Dollars (\$50,000.) Payment is included as income and will be grossed up when paid on the first available payroll following the Effective Date. In the event of voluntary termination of employment, or involuntary due to the Executive's performance or gross misconduct within one year of the payment date of the relocation allowance, the Executive agrees to reimburse the Company a prorated portion of the allowance based on a 12-month prorated calculation.

(h) **Temporary Housing.** The company will reimburse the Executive, on a monthly basis, for the cost of temporary housing in the Indianapolis area for 6 months. The Monthly amount is not to exceed \$2,500. The Executive will be responsible for providing evidence of the cost of the temporary housing via the Company's normal expense system in order to receive the reimbursement. Per IRS regulations, temporary housing paid by the Company is considered taxable earnings and will be included in the Executive's year-end earnings totals and will be subject to income tax withholding. The company will pay for hotel accommodations during the Executive's first two weeks of employment while you secure more longer-term housing in Indianapolis as is outlined in the Company's Travel and Entertainment Policy standards.

(i) **Termination of Employment.** Executive's employment may be terminated by either party at any time and for any reason; provided, however, that Executive shall be required to give the Company at least thirty (30) days advance written notice of any voluntary resignation of Executive's employment hereunder (and in such event the Company in its sole discretion may elect to accelerate Executive's date of termination of employment, it being understood that such termination shall still be treated as a voluntary resignation for purposes of this Agreement). Notwithstanding the foregoing, Executive's employment shall automatically terminate upon Executive's death.

(j) Following any termination of Executive's employment, the obligations of the Company to pay or provide Executive with compensation and benefits under Section 3 shall cease, and the Company shall have no further obligations to provide compensation or benefits to Executive hereunder except (i) for payment of (w) any accrued but unpaid Base Salary through the date of termination, (x) any earned and

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unpaid Annual Bonus for the year prior to the year in which termination occurs, and (y) any unreimbursed expenses under Section 3(e), in each case accrued or incurred through the date of termination of employment, payable as soon as practicable and in all events within thirty (30) days following termination of employment, (ii) as set forth in this Section 3; (iii) as explicitly set forth in any other benefit plans, programs or arrangements applicable to terminated employees in which Executive participates, other than severance plans or policies, and (iii) as otherwise expressly required by applicable law (collectively, the "Accrued Obligations").

(k) If Executive's employment is terminated (I) by the Company without Cause or due to the Company's election not to extend the Term beyond the scheduled expiration of the Term on the Expiration Date as contemplated under Section 1(a), or (II) by the Executive for Good Reason, then Executive, in addition to the Accrued Obligations, shall be entitled to receive (A) Executive's Base Salary as in effect on the date of termination paid in twelve (12) equal monthly installments during the twelve (12) month period immediately following such termination, and (B) if an Annual Bonus would otherwise have been payable to Executive under Section 3(b) above for the year in which Executive's employment terminates had Executive remained employed, a prorated portion of that Annual Bonus amount (prorated by a fraction, the numerator of which is the number of days that have elapsed in the calendar year as of the date of employment termination, and the denominator of which is 365), payable at the time the Annual Bonus would otherwise have been payable had Executive remained employed (collectively, the "Severance Payments").

(l) Any payments or benefits under Section 3(l), shall be (A) conditioned upon Executive and the Company having executed an irrevocable waiver and general release of claims in the Company's customary form (the "Release") that has become effective in accordance with its terms within sixty (60) days after the date of termination, (B) subject to Executive's continued compliance with the terms of this Agreement and (C) subject to Section 26.

(m) For purposes of this Agreement, "Cause" means: (A) the Executive's substantial and repeated failure to perform duties as reasonably directed by the Board (not as a consequence of Disability) after written notice thereof and failure to cure within ten (10) days; (B) the Executive's misappropriation or fraud with regard to the Company or its Affiliates or their respective assets; (C) conviction of, or the pleading of guilty or nolo contendere to, a felony, or any other crime involving either fraud or a breach of the Executive's duty of loyalty with respect to the Company or any Affiliates thereof, or any of its customers or suppliers that results in material injury to the Company or any of its Affiliates; (D) the Executive's violation of the written policies of the Company or any of its Affiliates, or other misconduct in connection with the performance of his duties that in either case results in material injury to the Company or any of its Affiliates, after written notice thereof and failure to cure within ten (10) days; or (E) the Executive's breach of any material provision of this Agreement, including without limitation the confidentiality and non-disparagement provisions and the non-competition and non-solicitation provisions to which the Executive is subject, including without limitation Sections 4 and 5 hereof. For the avoidance of doubt, Executive will have no cure right if Executive is not reasonably capable of prompt cure.

(n) For purposes of this Agreement, "Disability" means Executive would be entitled to long-term disability benefits under the Company's long-term disability plan as in effect from time to time, without regard to any waiting or elimination period under such plan and assuming for the purpose of such determination that Executive is actually participating in such plan at such time. If the Company does not maintain a long-term disability plan, "Disability" means Executive's inability to perform Executive's duties and responsibilities hereunder due to physical or mental illness or incapacity that is expected to last for a consecutive period of ninety (90) days or for a period of one hundred twenty (120) days in any three hundred sixty five (365) day period as determined by the Board in its good faith judgment.

(o) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following events without Executive's prior express written consent: (A) any reduction in Executive's Base Salary or Target Bonus percentage, or any material diminution in Executive's authorities, titles or offices, or the assignment to him of duties that materially impair his ability to perform the duties normally assigned to a General Counsel of a corporation of the size and nature of the Company; (B) any relocation of Executive's

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principal place of employment, to a location more than seventy-five (75) miles from the Executive's principal place of employment on the date hereof; or (C) any material breach by the Company, or any of its Affiliates, of any material obligation to Executive; provided however, that prior to resigning for Good Reason, Executive shall give written notice to the Company of the facts and circumstances claimed to provide a basis for such resignation not more than thirty (30) days following his knowledge of such facts and circumstances, and the Company shall have thirty (30) days after receipt of such notice to cure such facts and circumstances (and if so cured then Executive shall not be permitted to resign for Good Reason in respect thereof).

(p) Upon termination of Executive's employment for any reason, upon the Company's request Executive agrees to resign, as of the date of such termination of employment or such other date requested, from the Board and any committees thereof (and, if applicable, from the board of directors (and any committees thereof) of any Affiliate of the Company) to the extent Executive is then serving thereon and Executive agrees to execute any documents reasonably required to effectuate the foregoing.

(q) The payment of any amounts accrued under any benefit plan, program or arrangement in which Executive participates shall be subject to the terms of the applicable plan, program or arrangement, and any elections Executive has made thereunder. Except as prohibited by the terms of any Company benefit plan, program or arrangement, the Company may offset any amounts due and payable by Executive to the Company or its subsidiaries against any amounts the Company owes Executive hereunder; provided, however, no offsets shall be permitted against amounts that constitute deferred compensation subject to Section 409A. Except as set forth in this Section 3(r), Executive shall be under no obligation to seek other employment or to otherwise mitigate the obligations of the Company under this Agreement, and there shall be no offset against amounts or benefits due to Executive under this Agreement or otherwise on account of any claim (other than any preexisting debts then due in accordance with their terms) the Company or its affiliates may have against him or any remuneration or other benefit earned or received by the Executive after such termination.

4. Noncompetition and Nonsolicitation. For purposes of Sections 4, 5, 6, 7, 8, 9 and 10 of this Agreement, references to the Company shall include its subsidiaries and Affiliates.

(a) Executive agrees that Executive shall not, while an employee of the Company and during the twelve (12) month period following termination of employment (such collective duration, the "Restriction Period"), directly or indirectly, without the prior written consent of the Company:

(i) (A) engage in activities or businesses (including without limitation by owning any interest in, managing, controlling, participating in, consulting with, advising, rendering services for, or in any manner engaging in the business of owning, operating or managing any business) anywhere in the United States or other countries outside the United States in which the Company does business, that are principally or primarily engaged in any business or activity that competes with any of the businesses of the Company or any of its subsidiaries or controlled affiliates or any entity owned by the Company ("Competitive Activities") or (B) assisting any Person in any way to do, or attempt to do, anything prohibited by this Section 4(a)(i)(A) above; or

(ii) perform any action, activity or course of conduct which is substantially detrimental to the businesses or business reputations of the Company and involves (A) soliciting, recruiting or hiring (or attempting to solicit, recruit or hire) any employees of the Company or Persons who have worked for the Company during the twelve (12) month period immediately preceding such solicitation, recruitment or hiring or attempt thereof; (B) soliciting or encouraging (or attempting to solicit or encourage) any employee of the Company to leave the employment of the Company; (C) intentionally interfering with the relationship of the Company with any Person who or which is employed by or otherwise engaged to perform services for, or any customer, client, supplier, licensee, licensor or other business relation of, the Company; or (D) assisting any Person in any way to do, or attempt to do, anything prohibited by Section 4(a)(ii)(A), (B) or (C) above.

The Restriction Period shall be tolled during (and shall be deemed automatically extended by)

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any period in which Executive is in violation of the provisions of this Section 4(a) unless provided below.

(b) The provisions of Section 4(a) shall not be deemed breached as a result of Executive's passive ownership of less than an aggregate of three percent (3%) of any class of securities of a Person engaged, directly or indirectly, in Competitive Activities, so long as Executive does not actively participate in the business of such Person; provided, however, that such stock is listed on a national securities exchange (for the sake of clarity, Executive shall remain bound by the other restrictive covenants in this agreement, including but not limited to Section 6 hereof).

(c) Notwithstanding the fact that any provision of this Section 4 is determined not to be specifically enforceable, the Company may nevertheless be entitled to recover monetary damages as a result of Executive's material breach of such provision.

(d) Executive acknowledges that the Company has a legitimate business interest and right in protecting its Confidential Information (as defined below), business strategies, employee and customer relationships and goodwill, and that the Company would be seriously damaged by the disclosure of Confidential Information and the loss or deterioration of its business strategies, employee and customer relationships and goodwill. Executive acknowledges that Executive is being provided with significant additional consideration (to which Executive is not otherwise entitled), including stock options and restricted stock, to induce Executive to enter into this Agreement. Executive expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area. Executive further acknowledges that although Executive's compliance with the covenants contained in Sections 4, 5, 6, 7 and 8 may prevent Executive from earning a livelihood in a business similar to the business of the Company, Executive's experience and capabilities are such that Executive has other opportunities to earn a livelihood and adequate means of support for Executive and Executive's dependents.

#### 5. Nondisclosure of Confidential Information.

(a) Executive acknowledges that Executive is and shall become familiar with the Company's Confidential Information (as defined below), including trade secrets, and that Executive's services are of special, unique and extraordinary value to the Company. Executive acknowledges that the Confidential Information obtained by Executive while employed by the Company is the property of the Company. Therefore, Executive agrees that Executive shall not disclose to any unauthorized Person or use for Executive's own purposes any Confidential Information without the prior written consent of the Company, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Executive's acts or omissions in violation of this Agreement; provided, however, that if Executive receives a request to disclose Confidential Information pursuant to a deposition, interrogatory, request for information or documents in legal proceedings, subpoena, civil investigative demand, governmental or regulatory process or similar process, to the extent permitted by law, (i) Executive shall promptly notify in writing the Company, and consult with and assist the Company in seeking a protective order or request for other appropriate remedy, (ii) in the event that such protective order or remedy is not obtained, or if the Company waives compliance with the terms hereof, Executive shall disclose only that portion of the Confidential Information which, in the written opinion of Executive's legal counsel, is legally required to be disclosed and shall exercise reasonable best efforts to provide that the receiving Person shall agree to treat such Confidential Information as confidential to the extent possible (and permitted under applicable law) in respect of the applicable proceeding or process and (iii) the Company shall be given an opportunity to review the Confidential Information prior to disclosure thereof.

(b) For purposes of this Agreement, "Confidential Information" means information, observations and data concerning the business or affairs of the Company, including, without limitation, all business information (whether or not in written form) which relates to the Company, or its customers, suppliers or contractors or any other third parties in respect of which the Company has a business relationship or owes a duty of confidentiality, or their respective businesses or products, and which is not known to the public generally other than as a result of Executive's breach of this Agreement, including but not limited to: technical information

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or reports; formulas; trade secrets; unwritten knowledge and "know-how"; operating instructions; training manuals; customer lists; customer buying records and habits; product sales records and documents, and product development, marketing and sales strategies; market surveys; marketing plans; profitability analyses; product cost; long-range plans; information relating to pricing, competitive strategies and new product development; information relating to any forms of compensation or other personnel-related information; contracts; and supplier lists. Confidential Information will not include such information known to Executive prior to Executive's involvement with the Company or information rightfully obtained from a third party (other than pursuant to a breach by Executive of this Agreement). Without limiting the foregoing, Executive agrees to keep confidential the existence of, and any information concerning, any dispute between Executive and the Company, except that Executive may disclose information concerning such dispute to his immediate family, to the court that is considering such dispute or to Executive's legal counsel and other professional advisors (provided that such counsel and other advisors agree not to disclose any such information other than as necessary to the prosecution or defense of such dispute).

(c) Executive further agrees that Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employers or any other Person to whom Executive has an obligation of confidentiality, and will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other Person to whom Executive has an obligation of confidentiality unless consented to in writing by the former employer or other Person.

6. Return of Property. Executive acknowledges that all notes, memoranda, specifications, devices, formulas, records, files, lists, drawings, documents, models, equipment, property, computer, software or intellectual property relating to the businesses of the Company, in whatever form (including electronic), and all copies thereof, that are received or created by Executive while an employee of the Company or its subsidiaries or Affiliates (including but not limited to Confidential Information and Inventions (as defined below)) are and shall remain the property of the Company, and Executive shall immediately return such property to the Company upon the termination of Executive's employment and, in any event, at the Company's request. Executive further agrees that any property situated on the premises of, and owned by, the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company's personnel at any time with or without notice.

7. Intellectual Property Rights.

(a) Executive agrees that the results and proceeds of Executive's services for the Company (including, but not limited to, any trade secrets, products, services, processes, know-how, designs, developments, innovations, analyses, drawings, reports, techniques, formulas, methods, developmental or experimental work, improvements, discoveries, inventions, ideas, source and object codes, programs, matters of a literary, musical, dramatic or otherwise creative nature, writings and other works of authorship) resulting from services performed while an employee of the Company and any works in progress, whether or not patentable or registrable under copyright or similar statutes, that were made, developed, conceived or reduced to practice or learned by Executive, either alone or jointly with others (collectively, "Inventions"), shall be works-made-for-hire and the Company shall be deemed the sole owner throughout the universe of any and all trade secret, patent, copyright and other intellectual property rights (collectively, "Proprietary Rights") of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed, with the right to use the same in perpetuity in any manner the Company determines in its sole discretion, without any further payment to Executive whatsoever. If, for any reason, any of such results and proceeds shall not legally be a work-made-for-hire and/or there are any Proprietary Rights which do not accrue to the Company under the immediately preceding sentence, then Executive hereby irrevocably assigns and agrees to assign any and all of Executive's right, title and interest thereto, including any and all Proprietary Rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed, to the Company, and the Company shall have the right to use the same in perpetuity throughout the universe in any manner determined by the Company without any further payment to Executive

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whatsoever. As to any Invention that Executive is required to assign, Executive shall promptly and fully disclose to the Company all information known to Executive concerning such Invention.

(b) Executive agrees that, from time to time, as may be requested by the Company and at the Company's sole cost and expense, Executive shall do any and all things that the Company may reasonably deem useful or desirable to establish or document the Company's exclusive ownership throughout the United States of America or any other country of any and all Proprietary Rights in any such Inventions, including the execution of appropriate copyright and/or patent applications or assignments. To the extent Executive has any Proprietary Rights in the Inventions that cannot be assigned in the manner described above, Executive unconditionally and irrevocably waives the enforcement of such Proprietary Rights. This Section 7(b) is subject to and shall not be deemed to limit, restrict or constitute any waiver by the Company of any Proprietary Rights of ownership to which the Company may be entitled by operation of law by virtue of the Company's being Executive's employer. Executive further agrees that, from time to time, as may be requested by the Company and at the Company's sole cost and expense, Executive shall assist the Company in every proper and lawful way to obtain and from time to time enforce Proprietary Rights relating to Inventions in any and all countries. Executive shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such Proprietary Rights and the assignment thereof. In addition, Executive shall execute, verify and deliver assignments of such Proprietary Rights to the Company or its designees. Executive's obligations under this Section 7 shall continue beyond the termination of Executive's employment with the Company.

(c) Executive hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, that Executive now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

8. **Nondisparagement.** Executive shall not, whether in writing or orally, malign, denigrate or disparage the Company or its predecessors and successors, or any of the current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the foregoing, with respect to any of their respective past or present activities, or otherwise publish (whether in writing or orally) statements that tend to portray any of the aforementioned parties in an unfavorable light; provided that nothing herein shall or shall be deemed to prevent or impair Executive from, in the course of and consistent with his duties for the Company, making public comments which include good faith, candid discussions, or acknowledgements regarding the Company's performance or business, or discussing other officers, directors, and employees in connection with normal performance evaluations, or otherwise testifying truthfully in any legal or administrative proceeding where such testimony is compelled, or requested or from otherwise complying with legal requirements.

9. **Notification of Subsequent Employer.** Executive hereby agrees that prior to accepting employment with, or agreeing to provide services to, any other Person during any period during which Executive remains subject to any of the covenants set forth in Section 4, Executive shall provide such prospective employer with written notice of such provisions of this Agreement, with a copy of such notice delivered simultaneously to the Company.

10. **Remedies and Injunctive Relief.** Executive acknowledges that a violation by Executive of any of the covenants contained in Section 4, 5, 6, 7 or 8 would cause irreparable damage to the Company in an amount that would be material but not readily ascertainable, and that any remedy at law (including the payment of damages) would be inadequate. Accordingly, Executive agrees that, notwithstanding any provision of this Agreement to the contrary, the Company shall be entitled (without the necessity of showing economic loss or other actual damage) to injunctive relief (including temporary restraining orders, preliminary injunctions and/or permanent injunctions) in any court of competent jurisdiction for any actual or threatened

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breach of any of the covenants set forth in Section 4, 5, 6, 7 or 8 in addition to any other legal or equitable remedies it may have. The preceding sentence shall not be construed as a waiver of the rights that the Company may have for damages under this Agreement or otherwise, and all of the Company's rights shall be unrestricted.

11. Representations of Executive: Advice of Counsel. (a) Executive represents, warrants and covenants that as of the date hereof: (i) Executive has the full right, authority and capacity to enter into this Agreement and perform Executive's obligations hereunder, (ii) Executive is not bound by any agreement that conflicts with or prevents or restricts the full performance of Executive's duties and obligations to the Company hereunder during or after the Term and (iii) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Executive is subject.

(b) Executive represents that, prior to execution of this Agreement, Executive has been advised by an attorney of Executive's own selection regarding this Agreement. Executive acknowledges that Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. Executive further represents that in entering into this Agreement, Executive is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that Executive is relying only upon Executive's own judgment and any advice provided by Executive's attorney.

12. Cooperation. Executive agrees that, upon reasonable notice and without the necessity of the Company obtaining a subpoena or court order, Executive shall provide reasonable cooperation in connection with any suit, action or proceeding (or any appeal from any suit, action or proceeding), and any investigation and/or defense of any claims asserted against any of Executive and the Company, its respective Affiliates, their respective predecessors and successors, and all of the respective current or former directors, officers, employees, shareholders, partners, members, agents or representatives of any of the foregoing, which relates to events occurring during Executive's employment with the Company and its Affiliates as to which Executive may have relevant information (including but not limited to furnishing relevant information and materials to the Company or its designee and/or providing testimony at depositions and at trial), provided that with respect to such cooperation occurring following termination of employment, the Company shall reimburse Executive for expenses reasonably incurred in connection therewith, and further provided that any such cooperation occurring after the termination of Executive's employment shall be scheduled to the extent reasonably practicable so as not to unreasonably interfere with Executive's business or personal affairs.

13. Withholding Taxes. The Company may deduct and withhold from any amounts payable under this Agreement such Federal, state, local, non-U.S. or other taxes as are required or permitted to be withheld pursuant to any applicable law or regulation.

14. Assignment. (a) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive, except for the assignment by will or the laws of descent and distribution of any accrued pecuniary interest of Executive, and any assignment in violation of this Agreement shall be void. The Company may assign this Agreement, and its rights and obligations hereunder, to any of its Affiliates.

(a) This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and permitted assigns (including, without limitation, successors by merger, consolidation, sale or similar transaction, and, in the event of Executive's death, Executive's estate and heirs in the case of any payments due to Executive hereunder).

(b) Executive acknowledges and agrees that all of Executive's covenants and obligations to the Company, as well as the rights of the Company hereunder, shall run in favor of and shall be enforceable by the Company and its successors and assigns.

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15. Protected Rights

Notwithstanding any other provision in this Agreement or any other agreement that Executive may have entered with the Company prior to the date hereof, including, but not limited to, any prior employment agreement (collectively, the "Agreements"), nothing contained in any of the Agreements (i) prohibit Executive from reporting to the staff of the SEC possible violations of any law or regulation of the SEC, (ii) prohibit Executive from making other disclosures to the staff of the SEC that are protected under the whistleblower provisions of any federal securities laws or regulations or (iii) limit Executive's right to receive an award for information provided to the SEC staff in accordance with the foregoing. Please note that Executive does not need the prior authorizations of the Company to engage in such reports, communications or disclosures and Executive is not required to notify the Company if Executive engages in any such reports, communications or disclosures.

16. Governing Law; No Construction Against Drafter. This Agreement shall be deemed to be made in the State of Delaware, and the validity, interpretation, construction, and performance of this Agreement in all respects shall be governed by the laws of the State of Delaware without regard to its principles of conflicts of law. No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

17. Consent to Jurisdiction; Waiver of Jury Trial. (a) Except as otherwise specifically provided herein, Executive and the Company each hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of Indiana, Indianapolis Division (or, if subject matter jurisdiction in that court is not available, in any state court located within the State of Indiana) over any dispute arising out of or relating to this Agreement. Except as otherwise specifically provided in this Agreement, the parties undertake not to commence any suit, action or proceeding arising out of or relating to this Agreement in a forum other than a forum described in this Section 17(a); provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing the provisions of this Section 17 or enforcing any judgment obtained by the Company.

(a) The agreement of the parties to the forum described in Section 17(a) is independent of the law that may be applied in any suit, action, or proceeding and the parties agree to such forum even if such forum may under applicable law choose to apply non-forum law. The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in Section 17(a), and the parties agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court. The parties agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in Section 17(a) shall be conclusive and binding upon the parties and may be enforced in any other jurisdiction.

(b) The parties hereto irrevocably consent to the service of any and all process in any suit, action or proceeding arising out of or relating to this Agreement by the mailing via certified mail of copies of such process to such party at such party's address specified in Section 22.

(c) Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding arising out of or relating to this Agreement. Each party hereto (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any action, suit or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party hereto has been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 17(d).

(d) Each party shall bear its own costs and expenses (including reasonable

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attorneys' fees and expenses) incurred in connection with any dispute arising out of or relating to this Agreement; provided that, the Company shall reimburse the Executive for reasonable attorneys' fees and expenses to the extent that Executive substantially prevails as to a material issue with respect to any matters subject to dispute hereunder.

18. **Amendment; No Waiver.** No provisions of this Agreement may be amended, modified, waived or discharged except by a written document signed by Executive and a duly authorized officer of the Company (other than Executive). The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No failure or delay by either party in exercising any right or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or power, or any abandonment of any steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

19. **Severability.** If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party; **provided, however,** that if any term or provision of Section 4, 5, 6, 7 or 8 is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect to the fullest extent permitted by law; **provided further,** that in the event that any court of competent jurisdiction shall finally hold in a non-appealable judicial determination that any provision of Section 4, 5, 6, 7 or 8 (whether in whole or in part) is void or constitutes an unreasonable restriction against Executive, such provision shall not be rendered void but shall be deemed to be modified to the minimum extent necessary to make such provision enforceable for the longest duration and the greatest scope as such court may determine constitutes a reasonable restriction under the circumstances. Subject to the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

20. **Entire Agreement.** This Agreement, including the Exhibits hereto, constitutes the entire agreement and understanding between the Company and Executive with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral), between Executive and the Company, relating to such subject matter. None of the parties shall be liable or bound to any other party in any manner by any representations and warranties or covenants relating to such subject matter except as specifically set forth herein. Notwithstanding the foregoing, the Company intends to enter into a separate standard indemnification agreement with the Executive.

21. **Survival.** The rights and obligations of the parties under the provisions of this Agreement shall survive, and remain binding and enforceable, notwithstanding the expiration of the Term, the termination of this Agreement, the termination of Executive's employment hereunder or any settlement of the financial rights and obligations arising from Executive's employment hereunder, to the extent necessary to preserve the intended benefits of such provisions.

22. **Notices.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or electronic image scan (pdf) or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand or facsimile, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the parties at the following addresses or facsimiles or email addresses (or at such other address for a party as shall be specified by like notice):

If to the Company:

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IEA Energy Services, LLC 3625 Digital Way  
Suite 460  
Indianapolis, IN 46278  
Fax: (888)884-9845  
Attention: Paula Diehl Email: [paula.diehl@ica.net](mailto:paula.diehl@ica.net)

If to Executive: At the most recent address and fax or email in Company personnel records

Notices delivered by facsimile shall have the same legal effect as if such notice had been delivered in person.

23. **Headings and References.** The headings of this Agreement are inserted for convenience only and neither constitute a part of this Agreement nor affect in any way the meaning or interpretation of this Agreement. When a reference in this Agreement is made to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated.

24. **Counterparts.** This Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

25. **Section 409A.**

(a) For purposes of this Agreement, "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (and such other Treasury or Internal Revenue Service guidance) as in effect from time to time. The parties intend that any amounts payable hereunder that could constitute "deferred compensation" within the meaning of Section 409A will be compliant with Section 409A or exempt from Section 409A. Notwithstanding the foregoing, the Company shall not be liable to, and the Executive shall be solely liable and responsible for, any taxes or penalties that may be imposed on such Executive under Section 409A of the Code with respect to Executive's receipt of payments hereunder.

(b) Notwithstanding anything in this Agreement to the contrary, the following special rule shall apply, if and to the extent required by Section 409A, in the event that

(i) Executive is deemed to be a "specified employee" within the meaning of Section 409A(a)(2)(B)(i),  
(ii) amounts or benefits under this Agreement or any other program, plan or arrangement of the Company or a controlled group affiliate thereof are due or payable on account of "separation from service" within the meaning of Treasury Regulations Section 1.409A-1(h) and (iii) Executive is employed by a public company or a controlled group affiliate thereof: no payments hereunder that are "deferred compensation" subject to Section 409A shall be made to Executive prior to the date that is six (6) months after the date of Executive's separation from service or, if earlier, Executive's date of death; following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest permissible payment date.

(c) Any payment or benefit due upon a termination of Executive's employment that represents a "deferral of compensation" within the meaning of Section 409A shall commence to be paid or provided to Executive 61 days following a "separation from service" as defined in Treas. Reg. § 1.409A-1(h), provided that Executive executes, if required by Section 4(d), the release described therein, within 60 days following his "separation from service." Each payment made under this Agreement (including each separate installment payment in the case of a series of installment payments) shall be deemed to be a separate payment for purposes of Section 409A. Amounts payable under this Agreement shall be deemed not to be a "deferral of

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compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation §§ 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans," including the exception under subparagraph (iii)) and other applicable provisions of Section 409A. For purposes of this Agreement, with respect to payments of any amounts that are considered to be "deferred compensation" subject to Section 409A, references to "termination of employment", "termination", or words and phrases of similar import, shall be deemed to refer to Executive's "separation from service" as defined in Section 409A, and shall be interpreted and applied in a manner that is consistent with the requirements of Section 409A.

(d) Notwithstanding anything to the contrary in this Agreement, any payment or benefit under this Agreement or otherwise that is exempt from Section 409A pursuant to Treasury Regulation § 1.409A-1(b)(9)(v)(A) or (C) (relating to certain reimbursements and in-kind benefits) shall be paid or provided to Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of the second calendar year following the calendar year in which Executive's "separation from service" occurs; and provided further that such expenses are reimbursed no later than the last day of the third calendar year following the calendar year in which Executive's "separation from service" occurs. To the extent any indemnification payment, expense reimbursement, or the provision of any in-kind benefit is determined to be subject to Section 409A (and not exempt pursuant to the prior sentence or otherwise), the amount of any such indemnification payment or expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall

not affect the indemnification payment or provision of in-kind benefits or expenses eligible for reimbursement in any other calendar year (except for any life-time or other aggregate limitation applicable to medical expenses), and in no event shall any indemnification payment or expenses be reimbursed after the last day of the calendar year following the calendar year in which Executive incurred such indemnification payment or expenses, and in no event shall any right to indemnification payment or reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit. Any tax gross-up payment or benefit under this Agreement will be treated as providing for payment at a specified time or on a fixed schedule of payments to the extent that the payment is made by the end of Executive's taxable year next following Executive's taxable year in which Executive remits the related taxes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first written above.

IEA ENERGY SERVICES, LLC

By: Name: /s/ JP Roehm

Title: Chief Executive Officer

Date Signed: 1/7/2019

Name: /s/ Gil Melman

Date Signed: 1/7/2019

Infrastructure and Energy Alternatives, Inc.  
Subsidiaries  
December 31, 2018

Subsidiary	Jurisdiction of Formation	Former Name or Alias
Infrastructure and Energy Alternatives, Inc.	Delaware	M III Acquisition Corp.
IEA Intermediate Holdco, LLC	Delaware	
IEA Energy Services LLC	Delaware	
IEA Management Services, Inc.	Delaware	
IEA Equipment Management, Inc.	Delaware	
White Electrical Constructors, Inc.	Delaware	
White Construction, Inc	Indiana	
White Construction Energy Services LLC	Delaware	
H.B. White Canada Corp.	Nova Scotia, Canada	
IEA Constructors, Inc.	Wisconsin	f/k/a IEA Renewable Energy, Inc.
IEA Engineering, Inc.	Michigan	
IEA Engineering North Carolina, Inc.	North Carolina	
IEA Holdco I, LLC	Delaware	
American Civil Constructors West Coast LLC	California	ACC West Coast
Consolidated Construction Solutions I LLC	Delaware	The ACC Companies
Consolidated Construction Solutions II LLC	Delaware	ACC Companies
Saia Holdings LLC	Delaware	
Saia Construction Company LLC	Delaware	Saia Construction Company LLC, an ACC Company
Meadow Valley Parent Corp.	Delaware	
Meadow Valley Corporation	Nevada	
Meadow Valley Trucking, Inc.	Nevada	ACC Trucking (f/k/a RMX Holding, Inc.)
Meadow Valley Contractors, Inc.	Nevada	ACC Southwest
American Civil Constructors LLC	Colorado	ACC Mountain West
Rockford Blacktop Construction LLC	Illinois	Rockford Blacktop Construction Co.
Illinois CCDD Operating LLC	Illinois	Illinois CCDD Operating Co.
Porter Brothers, LLC	Illinois	Porter Brothers, Inc.
John's Stone, LLC	Delaware	
Johnston Quarry Holdings LLC	Delaware	
East State Stone, LLC	Delaware	
Belvidere Stone, LLC	Illinois	
Porter's Stone, LLC	Delaware	
Mulford Stone, LLC	Delaware	
Forest City Logistics, LLC	Delaware	
Structors, Inc	Illinois	
Environmental Contractors, LLC	Illinois	Environmental Contractors of Illinois, Inc.
William Charles Construction Company, LLC	Illinois	
Ragnar Benson, LLC	Illinois	
DPK, LLC	Illinois	

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-225480 on Form S-8 and Registration No. 333-224337 on Form S-3 of our report dated March 14, 2019, relating to the financial statements of Infrastructure and Energy Alternatives, Inc. appearing in this Annual Report on Form 10-K of Infrastructure and Energy Alternatives, Inc. for the year ended December 31, 2018.

/s/ Deloitte & Touche LLP

Indianapolis, Indiana  
March 14, 2019

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in Registration Statement No. 333-225480 on Form S-8 and Registration Statement No. 333-224337 on Form S-3 of Infrastructure and Energy Alternatives, Inc. and Subsidiaries of our report dated February 19, 2018 relating to the consolidated balance sheet of Infrastructure and Energy Alternatives, Inc. and Subsidiaries as of December 31, 2017 and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for each of the two years in the period ended December 31, 2017, appearing in this Annual Report on Form 10-K.

/s/ Crowe LLP

Crowe LLP  
Indianapolis, Indiana  
March 14, 2019

**CERTIFICATION PURSUANT TO  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, John Paul Roehm, certify that:

1. I have reviewed this Form 10-K of Infrastructure and Energy Alternatives, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: March 14, 2019

By: /s/ John Paul Roehm

Name: John Paul Roehm

Title: Chief Executive Officer

**CERTIFICATION PURSUANT TO  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Andrew Layman, certify that:

1. I have reviewed this Form 10-K of Infrastructure and Energy Alternatives, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.

Dated: March 14, 2019

By: /s/ Andrew D. Layman

Name: Andrew D. Layman

Title: Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Infrastructure and Energy Alternatives, Inc. (the "Company") on Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 14, 2019

By: /s/ John Paul Roehm

Name: John Paul Roehm

Title: Chief Executive Officer



**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Infrastructure and Energy Alternatives, Inc. (the "Company") on Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.

Dated: March 14, 2019

By: /s/ Andrew D. Layman

Name: Andrew D. Layman

Title: Chief Financial Officer

**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	William Charles Construction Company, LLC
Doing Business As (DBA)	
Disclosing Entity	IEA Energy Services LLC
Disclosing Entity's Parent Entity	IEA Intermediate Holdco, LLC
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:

**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.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
EA Intermediate Holdco LLC	6325 Digital Way, Suite 460, Indianapolis, IN 46278	100%	

**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.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
EA Intermediate Holdco LLC	6325 Digital Way, Suite 460, Indianapolis, IN 46278	100%	

**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

**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:

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:

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.

**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: IEA Energy Services, LLC

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.

**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: IEA Energy Services, LLC

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

Date: 11/20/2019

Printed Name: Gil Melman

Title: Secretary

Phone Number: 800-688-3775

Email Address: Gil.Melman@iea.net



**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	William Charles Construction Company, LLC
Doing Business As (DBA)	
Disclosing Entity	IEA Intermediate Holdco, LLC
Disclosing Entity's Parent Entity	Infrastructure and Energy Alternatives, Inc.
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:

**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.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Infrastructure and Energy Alternatives, Inc.	6325 Digital Way, Suite 460, Indianapolis, IN 46278	100%	

**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.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Infrastructure and Energy Alternatives, Inc.	6325 Digital Way, Suite 460, Indianapolis, IN 46278	100%	

**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

**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:

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:

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.

**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: IEA Intermediate Holdco, LLC

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.

**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: IEA Intermediate Holdco, LLC

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

Date: 11/20/2019

Printed Name: Gil Melman

Title: Secretary

Phone Number: (800) 688-3775

Email Address: Gil.Melman@iea.net

**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	William Charles Construction Company, LLC
Doing Business As (DBA)	
Disclosing Entity	Infrastructure and Energy Alternatives, Inc.
Disclosing Entity's Parent Entity	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe:



**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.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
		100%	

**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.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
		100%	

**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

**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:

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:

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.

**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: Infrastructure and Energy Alternatives, Inc.

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.

**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: Infrastructure and Energy Alternatives, Inc.

Signature: 

Date: 11/20/2019

Printed Name: Gil Melman

Title: Secretary

Phone Number: (800) 688-3775

Email Address: Gil.Melman@iea.net



# Illinois Department of Transportation

# Certificate of Eligibility

William Charles Construction Company, LLC  
833 Featherstone Rd. ROCKFORD, IL 61107

Contractor No 0958

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	Unlimited
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$24,675,000
014	ELECTRICAL	\$34,175,000
017	CONCRETE CONSTRUCTION	\$5,425,000
018	LANDSCAPING	\$400,000
032	COLD MILL PLAN. & ROTOMILL	\$1,625,000
034	DEMOLITION	\$7,050,000
08A	AGGREGATE BASES & SURF. (A)	\$23,825,000
15A	COVER & SEAL COATS (A)	\$950,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/4/2019 TO 4/30/2020 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 4/8/2019.



Engineer of Construction

## **PART III: CONTRACT REQUIREMENTS**

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance



# AGREEMENT

CONTRACT NO: RR-19-4487

This agreement, authorized by the Board of Directors to be entered into in duplicate this 26th day of March, 2020 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and William Charles Construction Company, LLC

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

with principal office in the City of Rockford, 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-19-4487**

**CONTRACT BOND AGREEMENT**

The contractor shall simultaneously herewith furnish and deliver to the Tollway 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 Tollway, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the Tollway 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 Tollway 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 Tollway, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Tollway, the contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Tollway 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 Tollway be insolvent, the Contractor agrees forthwith upon request of the Tollway to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the Tollway.

**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 Tollway.

**TIME OF PERFORMANCE**

The duration of this contract shall commence with the Chief Operating Officer's signature and shall continue until **October 30, 2020**, in accordance with the contract book schedule.

**CONTRACT END DATE**

The contract end date is two (2) years from the completion date. Based on the completion date stated in the contract at the time of award the End Date **October 30, 2022**.

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

**CONTRACT NO: RR-19-4487**

**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 Tollway 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 Tollway 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 Tollway 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 Tollway 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-19-4487**

**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 Tollway 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 Tollway is not required to obtain a yearly appropriation of its funds. However, the Tollway 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-19-4487  
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 William Charles Construction Company, LLC at:

833 Featherstone Road  
Rockford, Illinois 61107

or to the TOLLWAY 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:  3/24/2020  
\_\_\_\_\_  
President Date  
Ben Holmstrom

Printed Name as Signed Above

AT  (Seal)  
\_\_\_\_\_  
Secretary  
Timothy Jagielski

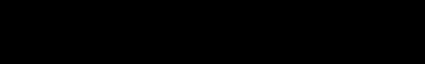
Printed Name as Signed Above

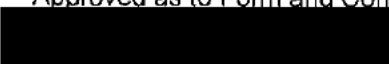
**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**APPROVED:**  
 05/26/2020  
\_\_\_\_\_  
Willard S. Evans Jr., Chairman/CEO Date

**APPROVED:**  
 05/26/2020  
\_\_\_\_\_  
Jose Alvarez, Executive Director Date

**APPROVED:**  
 05/22/2020  
\_\_\_\_\_  
Cathy R. Williams, Chief Financial Officer Date

**APPROVED:**  
 05/14/2020  
\_\_\_\_\_  
Kathleen Pasulka-Brown, General Counsel Date

Approved as to Form and Constitutionality  
 05/14/2020  
\_\_\_\_\_  
Attorney General, State of Illinois Date

**NON-CORPORATION SIGNATURE FORM**

Ben Holmstrom, Dennis Dunn & Tom McBride, is hereby authorized, directed and

empowered, on behalf of William Charles Construction Company, LLC, to execute  
(Name of Contractor)

contract number RR - 19 - 4487 and any and all contract modifications or

documentation in connection with The Illinois State Toll Highway Authority's

Contract No. RR - 19 - 4487.

William Charles Construction Company, LLC

Name of Contractor

By



Timothy Jagielski, Secretary

Title

3/24/2020

Date

At a meeting on March 24, 2020, William Charles Construction Company, LLC adopted the following resolution:

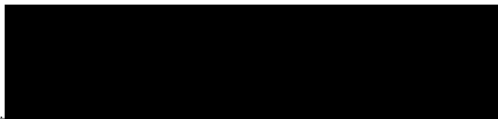
“BE IT RESOLVED that Ben Holmstrom is hereby authorized, directed and empowered, on behalf of William Charles Construction Company, LLC to execute any and all contract modifications or documentation in connection with “Contract No. RR-19-4487 Westbound Pavement and Structural Preservation and Rehabilitation and Toll Plaza 2 Improvements; Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee Bridge Mile Post 2.6 to Mile Post 18.3.”

I, Timothy Jagielski, Secretary of William Charles Construction Company, LLC, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted as above set forth.

(Corporate Seal)

Date: March 24, 2020

William Charles Construction Company, LLC



By: Timothy Jagielski, Secretary

The State of formation of this firm: Illinois  
Rockford, IL 61107

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**INFRASTRUCTURE & ENERGY ALTERNATIVES, INC.**

2 Business name/disregarded entity name, if different from above

**WILLIAM CHARLES CONSTRUCTION CO, LLC (20-3613300)**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation  S Corporation  Partnership  Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 8):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**833 FEATHERSTONE ROAD**

6 City, state, and ZIP code

**ROCKFORD, IL 61107**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

1/27/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)



- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



**Illinois Sales Tax Exemption Certificate****IL STATE TOLL HIGHWAY AUTHORITY****2700 OGDEN AVE  
DOWNS GROVE IL 60515-1703****Sales Tax Exemption Certificate****Issue date:****02/10/2020****Expiration date:****03/01/2025****Sales Tax Exemption****Organization type:****Governmental**

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

**ILLINOIS REVENUE**  
  
Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4487

PERFORMANCE BOND

Bond No. SUR0060000

KNOW ALL PERSONS BY THESE PRESENTS, That we, William Charles Construction Company, LLC,  
*(Name of Principal)*

- a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of \_\_\_\_\_,
- an individual doing business as \_\_\_\_\_,
- a joint venture consisting of \_\_\_\_\_,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Argonaut Insurance Company  
*(Name of Surety)*

a corporation organized and existing under the laws of the State of 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 Five Million Eighteen Thousand Nine Hundred Sixty-Six Dollars and Sixty-Two Cents (\$5,018,966.62), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract No. RR-19-4487 - Westbound Pavement and Structural Preservation and Rehabilitation and Toll Plaza 2  
*(Insert Contract Number and Description)*

Improvements; Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge Mile Post 2.6 to Mile Post 18.3

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 24th day of March, 2020.

Surety Argonaut Insurance Company

Principal William Charles Construction Company, LLC

Address P.O. Box 469011

Address 833 Featherstone Road

San Antonio, TX 78246

Rockford, IL 61107

By [Redacted]  
(Seal) Attorney in Fact Sara Owens

By [Redacted]  
(Signature) (Seal)  
Ben Holmstrom, President  
(Name & Title)

Agent for  
Surety Aon Risk Services Central, Inc.

Attest [Redacted]  
Corporate Secretary  
Timothy Jagielski

Address 1650 Market Street  
Philadelphia, PA 19103

(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)

## SURETY ACKNOWLEDGMENT

State of New Jersey)      ss:

County of Camden)

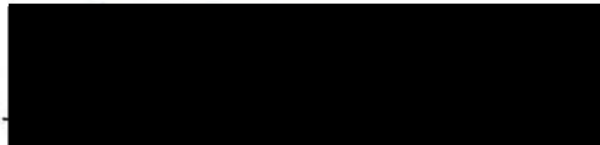
On this 24<sup>th</sup> day of March, 2020 before me, Lori S. Shelton, Notary Public, personally appeared Sara Owens who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI S. SHELTON  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50066039  
My Commission Expires 8/21/2022  
(seal)

Signature





**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Joanne C. Wagner, Kimberly G. Sherrod, Marisa Thielen, Vicki Johnston, Cathy H. Ho, George Gionis, Lori S. Shelton, Kaitlyn Malkowski, Jaquanda Martin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 24th day of March, 2020.



James Bluzard, Vice President-Surety

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4487

PAYMENT BOND

Bond No. SUR0060000

KNOW ALL PERSONS BY THESE PRESENTS, That we, William Charles Construction Company, LLC,  
(Name of Principal)

- a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of \_\_\_\_\_,
- an individual doing business as \_\_\_\_\_,
- a joint venture consisting of \_\_\_\_\_,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Argonaut Insurance Company  
(Name of Surety)

a corporation organized and existing under the laws of the State of 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 Five Million Eighteen Thousand Nine Hundred Sixty-Six Dollars and Sixty-Two Cents (\$5,018,966.62), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract No. RR-19-4487 - Westbound Pavement and Structural Preservation and Rehabilitation and Toll Plaza 2  
(Insert Contract Number and Description)

Improvements; Jane Addams Memorial Tollway (I-90) Rockton Road to Kishwaukee River Bridge Mile Post 2.6 to Mile Post 18.3

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 24th day of March, 2020.

Surety Argonaut Insurance Company

Principal William Charles Construction Company, LLC

Address P.O. Box 469011

Address 833 Featherstone Road

San Antonio, TX 78246

Rockford, IL 61107

By [Redacted]  
(Seal) Attorney in Fact Sara Owens

By [Redacted]  
(Signature) (Seal)

Ben Holmstrom, President  
(Name & Title)

Agent for  
Surety Aon Risk Services Central, Inc.

Attest [Redacted]

Address 1650 Market Street

Corporate Secretary  
Timothy Jagielski

Philadelphia, PA 19103

---

(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)

**SURETY ACKNOWLEDGMENT**

State of New Jersey)            ss:

County of Camden)

On this 24<sup>th</sup> day of March, 2020 before me, Lori S. Shelton, Notary Public, personally appeared Sara Owens who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI S. SHELTON  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50066039  
My Comm. Expires 8/21/2022  
(seal)

Signature 



**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Joanne C. Wagner, Kimberly G. Sherrod, Marisa Thielen, Vicki Johnston, Cathy H. Ho, George Gionis, Lori S. Shelton, Kaitlyn Malkowski, Jaquanda Martin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 24th day of March, 2020.



James Bluzard, Vice President-Surety

**Financial Statement**  
**Argonaut Insurance Company**  
**Statutory Basis as of 12/31/18**

<u>Assets</u>	
CASH & INVESTED ASSETS	186,472,761
BONDS	757,895,045
STOCKS	751,025,278
INVESTMENT INCOME DUE AND ACCRUED	5,930,094
PREMIUM BALANCES	105,674,727
NET DEFERRED TAX ASSET	47,159,267
REINSURANCE RECOVERABLE	40,468,010
OTHER ASSETS	22,516,496
<b>TOTAL ASSETS</b>	<u><u>\$ 1,917,141,678</u></u>

<u>LIABILITIES AND SURPLUS</u>	
UNEARNED PREMIUMS	255,443,948
LOSSES	402,561,022
LOSS ADJUSTMENT EXPENSES	125,186,329
COMMISSIONS	(8,217,108)
TAXES, LICENSES AND FEES	15,526,799
OTHER EXPENSES	4,953,444
FUNDS HELD UNDER REINSURANCE TREATIES	149,538,000
CURRENT FEDERAL AND FOREIGN INCOME TAXES	563,421
REMITTANCES AND ITEMS NOT ALLOCATED	2,537,006
AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	8,471,499
PAYABLE TO PARENT, SUBSIDIARIES, & AFFILIATES	5,262,033
PAYABLE FOR SECURITIES	7,813,266
PROVISION FOR REINSURANCE	16,042,420
CEDED REINSURANCE PREMIUMS PAYABLE	33,468,441
OTHER ACCRUED EXPENSES AND LIABILITIES	2,313,140
<b>TOTAL LIABILITIES</b>	<u><u>\$ 1,021,463,660</u></u>
COMMON CAPITAL STOCK	4,500,000
GROSS PAID IN AND CONTRIBUTED SURPLUS	525,520,936
UNASSIGNED SURPLUS	365,657,082
<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<u><u>\$ 895,678,018</u></u>
<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<u><u>\$ 1,917,141,678</u></u>

Julian Candler Westbrook III, being duly sworn, says that he is VP of Argonaut Insurance Company and that to the best of his knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2018.

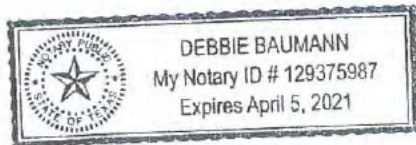
Subscribed and sworn to before me this 22 day of March 2019



Notary Public



Julian Candler Westbrook III, Vice President



***THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY***

***TO:*** Mustafa Hassan

***DATE:*** May 5, 2020

***FROM:*** Grace Gomez

***SUBJECT:*** Contract RR-19-4487

---

**Contract requirements pertaining to the above referenced contract have been met. The contract is being forwarded to a Contracts Administrator for further processing. You may issue a Notice to William Charles, Construction Company, LLC. once the contract has been executed by all parties.**

**cc: Carlos Tibbs  
Catrice Hardwick**

# *KUJO, Inc.*

5303 Jolinsburg Rd. Jolinsburg, IL. 60051  
Phone (847) 497-9277 Fax (847) 497-9278  
dan@kujoinc.com

May 6, 2020

Illinois State Toll Highway Authority  
2700 Ogden Ave.  
Downers Grove, IL. 60515

Re: ISTHA Contract RR-19-4487  
Winnebago County  
I-90 – Rockton Rd. to Kishwaukee River Brdg  
WCCC Job No. 9200204  
Kujo Job No. 2017

To Whom It May Concern,

Kujo, Inc. will carry a professional liability policy with a minimum coverage of \$2,000,000.00 per claim and a \$2,000,000.00 in aggregate, for a period of not less than five years after the completion of the referenced project.

Sincerely,



Daniel Daczewitz  
President



KUJOINC-01

AJENSEMA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2020

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 License # 100290819 Sheboygan, WI Hub International Midwest Limited 2124 Kohler Memorial Drive Suite 300 Sheboygan, WI 53081	CONTACT NAME	Kim Llanas	
	PHONE (A/C, No, Ext)	FAX (A/C, No)	
	E-MAIL ADDRESS	kim.llanas@hubinternational.com	
INSURED  Kujo, Inc. 5303 Wilmot Road Mc Henry, IL 60051	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Frankenmuth Mutual Insurance Company	13986
	INSURER B	T. H. E. Insurance Company	12866
	INSURER C	Ohio Casualty Insurance Company	24074
	INSURER D		
	INSURER E		
	INSURER F		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

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"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR			6604235	9/6/2019	9/6/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> H RED AUTOS ONLY			6604234	9/6/2019	9/6/2020	COMB NED S NGL E L MIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			6604235	9/6/2019	9/6/2020	EACH OCCURRENCE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCS7500451	9/6/2019	9/6/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equip			6604235	9/6/2019	9/6/2020	Limit	50,000
C	Excess Liability			ECO2056302216	9/6/2019	9/6/2020	Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: RR-19-4487, 190 Rockton Rd. to Kishwaukee River Bridge

Illinois Tollway, City of Loves Park, IDOT, Winnebago County Highway Dept. and William Charles Construction Company, LLC are recognized as Additional Insureds on a Primary & Non-Contributory basis as required by contract per endorsements #CG2010 (10/01) & #CG2037 (10/01) on the General Liability and CA2048 (10/13) on the Auto policy. Waiver of Subrogation clause applies in favor of the Additional Insureds per endorsements #95187 (11/18) on the General Liability, 97240 (05/10) on the Auto & WC000313 (4/84) on the Workers Compensation policy.

SEE ATTACHED ACORD 101

### CERTIFICATE HOLDER

### CANCELLATION

Illinois State Toll Highway Authority 2700 Ogden Ave. Downers Grove, IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Sheboygan, WI Hub International Midwest Limited	License # 100290819	NAMED INSURED Kujo, Inc. 5303 Wilmot Road Mc Henry, IL 60051
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE SEE PAGE 1

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
Engineers & Architects  
Arch Insurance Group - Arch Specialty Insurance Company  
Policy # PDCPP0036300  
Policy Period: 4/28/2020 - 8/6/2021  
Each Claim, inclusive of Claims Expenses: \$2,000,000  
Aggregate for all Claims, inclusive of Claims Expenses: \$2,000,000  
Deductible: \$25,000  
Retroactive Date: 4/28/2020



## Commercial Liability Plus

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### COVERAGE

- |   |   |
|---|---|
| 1. Additional Insured Broad Form Vendors            | 9. Mobile Equipment                                     |
| 2. Amendment of General Aggregate                   | 10. Non-Owned Watercraft                                |
| 3. Borrowed Equipment                               | 11. Product Recall                                      |
| 4. Duties in the Event of Occurrence, Claim or Suit | 12. Supplementary Payments                              |
| 5. Fire, Lightning, or Explosion Damage             | 13. Transfer of Rights of Recovery Against Others To Us |
| 6. Health Care Services                             | 14. Voluntary Property Damage                           |
| 7. Liberalization Clause                            | 15. Volunteers As Additional Insureds                   |
| 8. Medical Payments                                 | 16. Water Damage Legal Liability                        |

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as described below:

#### 1. Additional Insured Broad Form Vendors

Under **Section II -- Who Is An Insured**, the following is added:

- a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
  - (2) Any express warranty unauthorized by you;
- b. The insurance afforded the vendor does not apply to:
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in any thing or substance by or for the vendor.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



## 2. Amendment – Aggregate Limits of Insurance

a. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your:

- (1) Projects away from premises owned by or rented to you; and
- (2) "Locations" owned by or rented to you.

"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.

## 3. Borrowed Equipment

a. Exclusion j. of COVERAGE A (Section I) is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

b. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## 4. Duties in the Event of Occurrence, Claim or Suit

a. The requirement in condition 2.a. that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

## 5. Fire, Lightning or Explosion Damage

a. The word "fire" is amended to "fire, lightning or explosion" where it appears in:

- (1) The Limits of Insurance section of the Declarations; and
- (2) Paragraph b. of the OTHER INSURANCE condition.

b. Paragraph 6. of LIMITS OF INSURANCE is amended to read:

6. Subject to 5. above, the Fire, Lightning or Explosion Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

c. The last paragraph of COVERAGE A (Section I) (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

d. The Fire Damage Limit in Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by a new Fire, Lightning or Explosion Limit, which will be subject to all of the terms of LIMITS OF INSURANCE (Section III). The new Fire, Lightning or Explosion Limit is the higher of:

- (1) \$500,000; or
- (2) The amount shown in the Declarations for Fire Damage Limit.

This provision 5. does not apply if Fire Damage Legal Liability of COVERAGE A (Section I) is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.



## 6. Health Care Services

- a. The definition of "bodily injury" in the DEFINITIONS section is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.
- c. Paragraph (1) of exclusion e. of COVERAGE A (Section I) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.
- d. This provision 6. does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

## 7. Liberalization Clause

The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

If we adopt any revision that would broaden the coverage under this policy without additional premium charge, the broader coverage will apply to this policy when the change becomes effective in your state.

## 8. Medical Payments

- a. In Paragraph a.(3)(b) of the insuring agreement of COVERAGE C (Section I), one year is changed to three years.
- b. Paragraph 2.a., Exclusions, of COVERAGE C (Section I) is replaced by the following:  
We will not pay expenses for "bodily injury":
  - a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation.
- c. The Medical Expense Limit in Paragraph 7. of LIMITS OF INSURANCE (Section III) is replaced by a new Medical Expense Limit, which will be subject to all the terms of LIMITS OF INSURANCE (Section III). The new Medical Expense Limit is an additional \$5,000 in excess of Medical Expense Limit provided by the Coverage Part.

- d. This provision 8. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.
- e. This provision 8. applies in excess of any other valid and collectible insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## 9. Mobile Equipment

Under the DEFINITIONS section, Paragraph f.(1)(a), (b) and (c) of **Mobile Equipment** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 10. Non-Owned Watercraft

- a. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft under 51 feet long that is neither:
  - (1) Owned by you; nor
  - (2) Being used to carry persons for a charge.
- b. This provision 10. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- c. This provision 10. does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision 10. does not provide any insurance.

## 11. Product Recall

- a. **Coverage**
  - (1) We will pay for "product recall expense" which you incur as a result of an "incident".
  - (2) The amount that we will pay for "product recall expense" is limited as described under Limit of Insurance below.
- b. **Exclusions**  
This insurance does not apply to "product recall expense" incurred as a result of:
  - (1) A retail or service operation.



- (2) Any condition likely to cause a loss known by you, or which should have been known by you, to exist prior to the effective date of this coverage.
- (3) Any product or batch of products known to be defective.
- (4) Any product distributed after the determination that a recall was necessary for that product.
- (5) The failure of any product to accomplish its intended purpose.
- (6) Any breach of warranty.
- (7) The recall of any product solely because the product exceeded its shelf life or became obsolete.
- (8) "Tampering" by, or with the prior knowledge of, you or any of your owners, partners, directors or officers.
- (9) Any product with no known or suspected defect that is recalled because of a known or suspected defect in another product.
- (10) Any redistribution or replacement of a recalled product by a like or substitute product.
- (11) An "incident":
  - (a) Arising out of an organization you newly acquire or form; and
  - (b) That occurred before you acquired or formed the organization.

**c. Deductible**

We will not pay for "product recall expense" in any one "incident" until the amount of "product recall expense" exceeds the deductible amount of \$500. We will then pay the amount of "product recall expense" in excess of the deductible up to the Limit of Insurance.

**d. Participation Percentage**

You agree to participate in the payment of "product recall expense" which exceeds the deductible amount by a Participation Percentage of 20 percent.

**e. Limit of Insurance**

The most we will pay under this Additional Coverage after the application of the Participation Percentage and regardless of the number of "incidents" is \$50,000.

**f. Conditions**

**(1) Duties in the Event of an "Incident"**

When an "incident" has occurred or you become aware of circumstances that may result in an "incident" you must:

- (a) Notify us promptly in writing;
- (b) Cease the shipping, distribution or release of any of "your product" that may be defective until it has been determined that such products are free from any defect that may cause a loss under this coverage;
- (c) Cooperate with us in the investigation and settlement of the claim;
- (d) As often as may be reasonably required, permit us to inspect any of "your product" claimed to be defective and take samples for testing and analysis;
- (e) Permit us to view your books and records for the purpose of determining the extent of the loss.

**(2) Abandonment**

There can be no abandonment of property to us.

**g. Definitions**

- (1) "Incident" means a determination during the policy period by you or by a governmental authority that the use or consumption of "your product" could result in "bodily injury" or "property damage" which necessitates the recovery of possession or control of "your product" from any distributor, purchaser or user, or the destruction of such products.

For the purposes of this definition a determination has occurred when a governmental authority has requested you to conduct a recall or you have publicly announced your intention to conduct a recall.



(2) "Product recall expense" means the reasonable and necessary costs incurred by you for the recall of "your product" consisting of any of the following:

- (a) Postage, printing, telephone communication charges, or the cost of radio, television or newspaper advertisements to announce the recall or to give instructions to consumers or distributors regarding the necessary return or destruction of any recalled product;
- (b) The cost of shipping "your product" from any purchaser, distributor or user to the place or places designated by you including reasonable charges made by the purchaser, distributor or user for their actual expenses associated with preparing the shipment;
- (c) Wages paid to your temporary employees;
- (d) Wages paid to your regular employees, other than your salaried employees, for overtime work;
- (e) Travel expenses incurred by you or your employees;
- (f) Rental and utility expenses incurred by you for temporary storage facilities;
- (g) The actual cost of disposal of "your product", but only to the extent that specific methods of destruction or disposal other than those usually employed for trash disposal are required to avoid "bodily injury" to any person or "property damage" to the property of others;
- (h) Reasonable charges made to you by the purchaser, distributor, or user of "your product" for their actual expenses of preparing "your product";

but only when such costs or expenses are incurred exclusively for the purpose of, or as a direct result of, the recall of "your product".

(3) "Tampering" means an actual or alleged, intentional, malicious and wrongful alteration or contamination of "your product" which renders it unfit or dangerous for use or consumption or conveys that impression to the public.

(4) "Your product" means:

- (a) "Any goods or products other than real property, manufactured, sold, handled, or distributed by:
  - (i) You;
  - (ii) Others trading under your name; or
  - (iii) A person or organization whose business or assets you have acquired; and
- (b) Containers (other than vehicles), materials, parts or equipment furnished in conjunction with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

h. Exclusion n. (SECTION I, COVERAGE A) does not apply to the coverage provided by this endorsement.

## 12. Supplementary Payments

In the SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B provision:

- a. The limit for the cost of bail bonds is amended from \$250 to \$2,500; and
- b. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

## 13. Transfer of Rights of Recovery Against Others To Us

Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".



**14. Voluntary Property Damage**

- a. Exclusion j.(4) of COVERAGE A (Section I) does not apply to personal property of others in your care, custody or control on which you are performing operations, provided that the "occurrence" takes place away from property you own, rent or occupy.
- b. Exclusions j.(5) and j.(6) of COVERAGE A (Section I) do not apply to the first \$5,000 of "property damage" for each "occurrence" provided that the "occurrence" takes place away from property you own, rent or occupy.
- c. We will pay at the request of the named insured, for loss or damage to the property of others covered in the above extension subject to a limit of \$5,000 for each "occurrence" and a \$250 deductible for each claim. If we so request, the named insured shall replace the damaged property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding profit or overhead charges.
- d. The Limit of Liability stated in the Declarations for Liability and Medical Payments DOES NOT APPLY to the Voluntary Property Damage coverage provided in this provision 14.
- e. The Limit of Liability applicable to this Voluntary Property Damage provision 14, is as follows:

## Limit of Liability:

- \$5,000 Each "Occurrence"
- \$10,000 Aggregate

"Aggregate limit": as used in this provision 14, refers to the total limit of liability for any annual policy period, regardless of the number of "occurrences", insureds, claims made, or "suits" brought during that annual policy period.

**15. Volunteers As Additional Insureds**

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, no volunteer worker(s) are insureds for:

- a. "Bodily injury" or "personal injury":
  - (1) To you, to your partners or members (if you are a partnership or joint venture), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
  - (2) To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph a.(1) above;
  - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1) or (2) above; or
  - (4) Arising out of his or her providing or failing to provide professional health care services.
- b. "Property damage" to property:
  - (1) Owned, occupied, or used by;
  - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your other volunteer worker(s), your "employees" or, if you are a partnership or joint venture, any partner or member.

**16. Water Damage Legal Liability**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is \$50,000.



- 
- b. Coverage for Water Damage Legal Liability does not apply to:
- (1) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
  - (2) "Property damage" caused by or resulting from any of the following:
    - (a) Wear and tear;
    - (b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
    - (c) Smog or smoke;
    - (d) Settling, cracking, shrinking or expansion;
    - (e) Insects, birds, rodents or other animals; or
    - (f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
  - (3) "Property damage" caused directly or indirectly by any of the following:
    - (a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
    - (b) Volcanic eruption, explosion or effusion;
    - (c) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
    - (d) Mudslide or mudflow;
    - (e) Water that backs up from a sewer or drain; or
    - (f) Water under the ground surface pressing on, or flowing or seeping through:
      - (i) Foundations, walls, floors or paved surfaces;
      - (ii) Basements, whether paved or not; or
      - (iii) Doors, windows or other openings.
  - (4) "Property damage" caused by or resulting from any of the following:
    - (a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
      - (i) You make a reasonable effort to maintain heat in the building or structure; or
      - (ii) You drain the equipment and shut off the water supply if the heat is not maintained.
  - (5) "Property damage" to:
    - (a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
    - (b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

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:

(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.



COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

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**

<b>Name of Person or Organization:</b>
<b>Location And Description of Completed Operations:</b>
<b>Additional Premium:</b>
(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".

COMMERCIAL AUTO  
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** KUJO INC  
**Endorsement Effective:** 09/06/2018

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

**Schedule**

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_



**ARCH SPECIALTY INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd., Suite 900  
Kansas City, MO 64108

Administrative Address:  
300 Plaza Three  
Jersey City, NJ 07311  
Tel: 1-866-413-5550

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE  
CLAIMS MADE AND REPORTED POLICY**

**THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR THE EXTENDED CLAIMS REPORTING PERIOD, IF EXERCISED. THE LIMIT OF LIABILITY SHALL BE REDUCED, AND MAY BE EXHAUSTED, BY DEFENSE COSTS PAYMENTS. IF THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY UNDER THIS POLICY, INCLUDING LIABILITY FOR DEFENSE COSTS.**

**DECLARATIONS**

**Policy No.:** PDCPP0036300

**Renewal of:**

**Item 1. Named Insured:** Kujo, Inc.

**Item 2. Named Insured Address:** 5303 Johnsborg/Wilmor Rd.  
Johnsborg, IL 60051

**Item 3. Policy Period:**      **Inception Date:** 04/28/2020      **Expiration Date:** 08/06/2021  
(12:01 A.M. local time at the address stated in Item 2.)

**Item 4. Limits of Liability:**

<b>A. Each Claim, inclusive of Claims Expenses</b>	\$	2,000,000
<b>B. Aggregate for all Claims, inclusive of Claims Expenses</b>	\$	2,000,000

**Item 5. Deductible**

Each Claim, inclusive of Claims Expenses	\$	25,000
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**Item 6. Policy Premium:**

	\$	12,704
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100% for the **Policy Period** plus taxes as applicable

**Item 7. Retroactive Date:**

- A. Insuring Agreements A, B, C, D, E and F
- B. In respect of Insuring Agreement G

04/28/2020

04/28/2020

**Item 8. Insurer:**

All Claims and Potential Claims Notices:

Arch Specialty Insurance Company  
Professional Liability – Darien Managed Claims  
1299 Farnam Street, Suite 500  
Omaha, NE 68102  
P.O. Box 542033  
Omaha, NE 68154  
Phone 877 688-ARCH (2724)  
FAX 866 266-3630  
Email [Claims@Archinsurance.com](mailto:Claims@Archinsurance.com)

**Item 9. Endorsements:**

See attached schedule of endorsements and notices.

**Item 10. Insurer's Representative:**

All Notices Except Claims and Potential Claims:

Professional Underwriters Agency, Inc.,  
A Division of NSM Insurance Group  
2803 Butterfield Road, Suite 260  
Oak Brook, IL 60523  
Phone: (630) 572-0600  
Fax: (630) 572-0615  
[notices@puainc.com](mailto:notices@puainc.com)



**Gallagher**

Insurance | Risk Management | Consulting

April 21, 2020

Meiyu Liu  
The Illinois State Tollway Authority  
2700 Ogden Avenue  
Downers Grove, IL 60515

RE: **William Charles Construction Company, LLC**  
**Contract: RR19-4487**


Dear Meiyu,

Please be advised Gallagher is the insurance broker and can verify the following:

1. All provisions of the accepted certificate of insurance and policy binders have been obtained.
2. All endorsements indicated are included within the policies.

Please let us know if any additional information or corrections are required.

Thank you,

  
Craig Parres  
Area Chief Operating Officer  
Gallagher St. Louis



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2020

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 12444 Powerscourt Drive Saint Louis MO 63131	<b>CONTACT NAME</b> Aaron Augustine <b>PHONE (A/C, No, Ext)</b> 314-800-2288 <b>E-MAIL ADDRESS</b> Aaron_Augustine@ajg.com	<b>FAX (A/C, No)</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> William Charles Construction Company, LLC 833 Featherstone Road Rockford, IL 61107	<b>INSURER A</b> Trumbull Insurance Company		27120
	<b>INSURER B</b> Travelers Casualty Insurance Co of America		19046
	<b>INSURER C</b> Hartford Casualty Insurance Company		29424
	<b>INSURER D</b> Indian Harbor Insurance Company		36940
	<b>INSURER E</b> National Fire & Marine Insurance Co		20079
	<b>INSURER F</b> Harleysville Insurance Group		10674

**COVERAGES**

CERTIFICATE NUMBER: 438374907

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"/> GL S R: \$500K GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	84ECXWQ0020	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-6N583527-19-26-G	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	84XSJWQ0056	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WVWQ0018	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	Contractors Pollution 2nd Layer Excess Liability Builder's Risk	Y Y Y	Y Y Y	CEO7420967 42-XSF-309971-01 CIM0000008814BD	12/31/2019 12/31/2019 3/25/2020	12/31/2020 12/31/2020 3/25/2021	Each Incident \$10,000,000 Each Occurrence Limit \$10,000,000 Policy Limit \$5,018,966

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

3rd Layer Excess Liability:

-Carrier: Endurance American Insurance Company  
 -NAIC#: 10641  
 -Policy#: EXC30001448100  
 -Effective Date: 12/31/2019  
 -Expiration Date: 12/31/2020  
 -Each Occurrence Limit: \$5,000,000  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

The Illinois State Toll Highway Authority  
 Attention: Risk Management  
 2700 Ogden Avenue  
 Downers Grove IL 60515

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

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, Inc.		<b>NAMED INSURED</b> William Charles Construction Company, LLC 833 Featherstone Road Rockford, IL 61107	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Contract RR-19-4487; 9200204-(I-90) W.B. Rockton Road to Kishwaukee River Bridge

WESTBOUND PAVEMENT AND STRUCTURAL PRESERVATION AND REHABILITATION AND TOLL PLAZA 2 IMPROVEMENTS JANE ADDAMS MEMORIAL TOLLWAY(I-90) ROCKTON ROAD TO KISHWAUKEE RIVER BRIDGE MILE POST 2.6 TO MILE POST 18.3.

The Illinois Department of Transportation (IDOT), The Illinois State Toll Highway Authority together with its officials, directors, and employees, the Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, Construction Corridor Manager, Winnebago County Highway Department, and City of Loves Park are an Additional Insured on Primary and Non-Contributory basis as respects the above policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

The above referenced Builder's Risk policy shall name as Named Insured The Illinois State Toll Highway Authority, the Contractor, and any subcontractor of any tier to the extent of their insurable interest in the work and pre-existing structures.

Waiver of Subrogation in favor of The Illinois State Toll Highway Authority, any Additional Insured, or any of the Illinois Tollway's engineering firms and consultants, Illinois Department of Transportation (IDOT), Winnebago County, City of Loves Park, Rockford Township, Village of Roscoe, Crawford, Murphy & Tilly, Inc. and all subconsultants, Collins Engineering and all subconsultants, the Program Management Office (PMO) HNTB Corporation, General Engineering Consultant (GEC) WSP, Inc. and all their officers, agents and employees, in accordance with the indemnification requirements of Article 107.26 of said Illinois Tollway Supplemental Specifications applies where applicable by law.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION III

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
Any person or organization from whom you are required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., Any Other Party, under the Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured is replaced with the following:

**f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs a. through e., but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
  - (a) During the policy period; and
  - (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, 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 architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the schedule are described in the Limits Of insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the Other Insurance Condition of Section IV - Commercial General Liability Conditions is replaced with the following:

#### **When You Add Others As An Additional Insured To This Insurance**

##### **(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

##### **(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

##### **(c) Method Of Sharing**

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

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

All other terms and conditions in the policy remain unchanged.



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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization from whom you are required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

whichever is less.

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

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS)  
COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS - BROAD FORM)

With respect to other insurance available to any person or organization who is an additional insured under this Coverage Part, the following is added to Paragraph 4., Other Insurance of Section IV - Commercial General Liability Conditions:

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance be primary, then subject to the "self-insured retention", this insurance is primary except when Paragraph c. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph d. below.

##### b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, then subject to the "self-insured retention", this insurance is primary except when Paragraph c. below applies and we will not seek contribution from that other insurance.

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

#### c. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (a) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (b) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

##### (c) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

**d. Method Of Sharing**

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – **COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. BROAD FORM NAMED INSURED</li> <li>B. BLANKET ADDITIONAL INSURED</li> <li>C. EMPLOYEE HIRED AUTO</li> <li>D. EMPLOYEES AS INSURED</li> <li>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</li> <li>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</li> <li>G. WAIVER OF DEDUCTIBLE – GLASS</li> </ul> | <ul style="list-style-type: none"> <li>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</li> <li>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</li> <li>J. PERSONAL PROPERTY</li> <li>K. AIRBAGS</li> <li>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</li> <li>M. BLANKET WAIVER OF SUBROGATION</li> <li>N. UNINTENTIONAL ERRORS OR OMISSIONS</li> </ul> |
|--|--|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE -- GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE -- TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this Insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 84WVWQ0018

Endorsement Number: 45

Effective Date: 12/31/19 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: INFRASTRUCTURE & ENERGY  
ALTERNATIVES, INC  
6325 DIGITAL WAY, SUITE 460  
INDIANAPOLIS, IN 46278

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

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

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.  
ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.

Countersigned by \_\_\_\_\_



Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 84WVWQ0018

Endorsement Number: 54

Effective Date: 12/31/19

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

Named Insured and Address:

INFRASTRUCTURE & ENERGY  
ALTERNATIVES, INC  
6325 DIGITAL WAY, SUITE 460  
INDIANAPOLIS, IN 46278

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>The Illinois Department of Transportation (IDOT), Winnebago County Highway Department, and City of Loves Park</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

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

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

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

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

whichever is less.

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## **SCHEDULE**

<p><b>Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:</b></p> <p>The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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



**Regulatory Office**

Dept: Regulatory  
505 Eagleview Blvd., Suite 100  
Exton, PA 19341-1120  
Telephone: (800) 688-1840

**Company Providing Coverage:** Indian Harbor Insurance Company

**PA/CE Plus: Professional Activities/Complete Execution + Pollution (Occurrence)**

**PROFESSIONAL & POLLUTION LIABILITY FOR CONSTRUCTION CONTRACTORS AND CONSTRUCTION SUPPORT SERVICES PROVIDERS**

Section I., Coverages A., B., C., D.2, D.3, and D.4. include "Claims-made and Reported" coverage and have different reporting requirements from other sections of this policy. These sections of the policy require that a **Claim** be made against or by the **Insured** during the **Policy Period** or optional extended reporting period, and reported to us, in writing, during the **Policy Period**, automatic extended reporting period or optional extended reporting period. Certain states mandate specific warnings, exceptions or conditions. Please read this policy carefully, including the Declarations and all Endorsements.

This policy contains provisions which limit the amount of **Legal Expense** we are responsible to pay in connection with **Claims**. **Legal Expense** shall be subject to any Self-Insured Retention Amount. The payment of **Legal Expense** will reduce the Limits of Liability stated in Item 3. of the Declarations.

**Declarations**

Policy Number: CEO7420967

Renewal of: New Policy

**Named Insured:** 1. Infrastructure and Energy Alternatives, Inc.

Address: 6325 Digital Way

City, State, Zip: Indianapolis, IN 46278

**Policy Period:** 2. From: 12:01 A.M. Standard time December 31, 2019

To: 12:01 A.M. Standard time December 31, 2020

At the address shown in Item 1. Above



Costs associated with Emergency Remediation

**E. Emergency Remediation Coverage**

We will indemnify the **Insured** for **Emergency Remediation Expense** reasonably and necessarily incurred by the **Insured** prior to providing notice to us, provided that:

1. the **Pollution Condition** is first discovered by the **Insured** during the **Policy Period** and reported to us, in writing, during the **Policy Period**, but in no event later than ten (10) business days from the discovery of the **Pollution Condition**, or the expiration of the **Policy Period**, whichever occurs first; and
2. notice of the **Emergency Remediation Expense** is provided to us as soon as practicable following the discovery of the **Pollution Condition**, but in no event later than ten (10) business days from the discovery of the **Pollution Condition**, or the expiration of the **Policy Period**, whichever occurs first;
3. the **Pollution Condition** results from **Contracting Activities** rendered during the policy period the **Policy Period**; and
4. the **Pollution Claim** is on, at, under or migrating from a **Job Site**.

**SECTION 2: DEFINITIONS**

The following terms have special meaning within this policy:

**Bodily Injury** **A.** means physical injury, sickness or disease, sustained by any person, including death resulting therefrom or mental anguish, emotional distress or shock, sustained by any person caused by a **Pollution Condition**. Furthermore **Bodily Injury** shall extend to include medical monitoring but only when such medical monitoring is a direct result of physical injury caused by a **Pollution Condition**.

**Claim** **B.** means **Professional Liability Claim**, **Pollution Claim** and/or **Protective Claim**.

**Client** **C.** means the person or organization that directly hires the **Insured**, by written contract signed by the **Insured**, to perform **Contracting Activities** and for whom the **Insured** renders such services.

**Completed Operations** **D.** means **Contracting Activities** that are completed.

**Completed Operations** does not include **Contracting Activities** that have been abandoned. **Contracting Activities** will be deemed completed at the earliest of the following times:

1. when all **Contracting Activities** to be performed under the contract have been completed;
2. when all **Contracting Activities** to be performed at the **Job Site** have been completed; or
3. when that portion of the **Contracting Activities** have been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

**Contracting Activities** that may require further service, maintenance, correction, repair or replacement, but are otherwise complete, shall be deemed completed.

<b>Contracting Activity(ies)</b>	<b>E.</b>	means any general construction activity performed by or on behalf of the <b>Named Insured</b> .
<b>Design Professional</b>	<b>F.</b>	means any person or entity that is legally qualified, certified or licensed to perform services which are covered by <b>Design Professional's Insurance</b> , including subcontractors and subconsultants at any tier.
<b>Design Professional's Insurance</b>	<b>G.</b>	means all architects and engineers, or contractors professional liability insurance policies which insure a <b>Design Professional</b> .
<b>Design Professional Services</b>	<b>H.</b>	means services that any <b>Design Professional</b> : <ol style="list-style-type: none"> <li>1. agreed to perform pursuant to a written contract with the <b>Insured</b>;</li> <li>2. which are included within the <b>Professional Activities and Duties</b> that the <b>Insured</b> agreed to perform in a written contract; and</li> <li>3. which are covered by <b>Design Professional's Insurance</b>.</li> </ol>
<b>Emergency Remediation Expense</b>	<b>I.</b>	means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a <b>Pollution Condition at a Job Site</b> resulting from the rendering or failure to render <b>Contracting Activities</b> .
<b>Environmental Damage</b>	<b>J.</b>	means physical damage in or upon land, the atmosphere, watercourse, body of water or groundwater, caused by a <b>Pollution Condition</b> and resulting in <b>Remediation Expense</b> .
<b>Insured</b>	<b>K.</b>	means each of the following: <ol style="list-style-type: none"> <li>1. the <b>Named Insured</b>;</li> <li>2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;</li> <li>3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;</li> <li>4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the <b>Named Insured</b> otherwise insured herein;</li> <li>5. any <b>Predecessor in Interest</b>;</li> <li>6. any entity that is newly formed or acquired by you during the <b>Policy Period</b> where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that: <ol style="list-style-type: none"> <li>a. coverage shall be provided only for <b>Professional Loss</b> arising out of <b>Professional Activities and Duties</b> and/or <b>Pollution Loss</b> arising from <b>Contracting Activity</b> performed on or after the date of formation or acquisition, subject to the <b>Retroactive Date</b>; and</li> </ol> </li> </ol>

- b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;
- 7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;
- 8. With regard to Section 1: What We Cover D.1., the **Client**, but only:
  - a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and
  - b. with respect to the **Client's** vicarious liability resulting from your **Contracting Activity**.
- 9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:
  - a. a **Pollution Condition** caused by your **Contracting Activity**; and
  - b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity** provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

**Insured Contract** L. means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.