

RESOLUTION NO. 22165

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4538R for Structural Repairs and Noise Abatement Wall Construction of the Tri-State Tollway (I-94) from Mile Post 11.6 (Belvidere Road) to Mile Post 25.28 (Lake Cook Road). The lowest responsive and responsible bidder on Contract No. RR-20-4538R is Herlihy Mid-Continent Company in the amount of \$2,469,596.94.

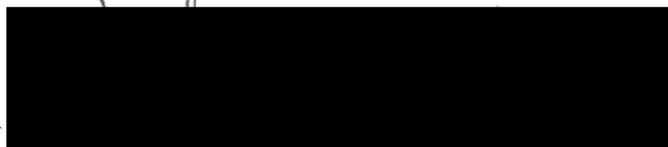
Resolution

Contract No. RR-20-4538R is awarded to Herlihy Mid-Continent Company in the amount of \$2,469,596.94, 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 and 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 and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by



Chairman

RETURN WITH BID

CONTRACT RR-20-4538R

**STRUCTURAL REPAIRS AND NOISE
ABATEMENT WALL CONSTRUCTION TRI-STATE
TOLLWAY (I-94)**

**MP 11.6 (BELVIDERE ROAD)
TO
MP 25.28 (LAKE COOK ROAD)**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-20-4538R
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 12/9/2020

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30:00 A.M. local time, **December 18, 2020.**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. **The Bid opening date has been revised.** Sealed proposals for the above numbered Contract will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30:00 A.M. local time, **December 18, 2020**, at which the Proposals will be opened, and the bids read aloud. Replace A-1R with the attached page A-1RR. Replace P-1 with attached page P-1R.
2. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Bid by the Bidder. The Bidder's attention is called to pages P-7R, P-8R and P-9R which has been revised and included as part of the Schedule of Prices.
3. The following revised Special Provision pages are included in the Contract with this Addendum: J-2R and J-6R.
4. The following new Special Provision pages are included in the Contract with this Addendum: J-3A, J-4A, J-6A, J-75A and J-79A.
5. The following revised Contract Drawings are included in this Addendum:
Drawings 2, 6, 58 through 62 and 66.
6. The following new Contract Drawings are included in this Addendum:
Drawings: 19A, 19B, 19C, 19D, 19E, 19F, 19G, 19H, 19I, 62A and 62B.
7. Responses to Request for Information received from the Plan Holders are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1 Contract Requirements, Volume I, Advertisement, replace page A-1R with page A-1RR (attached), and Contract Requirements, Volume I, Proposal, replace page P-1 with page P-1R (attached). This replacement contains the following revisions:

- 1.1. Revised bid opening date from December 10, 2020 to December 18, 2020.

CHANGES TO THE SCHEDULE OF PRICES

SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES						
SP. PROV. *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	25	39	64
*	JT503100	FIBER WRAP REPAIR	SQ FT	1,369	264	1,633
*	JT154118	ALLOWANCE FOR UNFORESEEN CONDITIONS	UNIT	0.00	60.000.00	60.000.00

* Denotes Special Provision

Change #2 Contract Requirements, Volume I, page P-7 replaced with page P-7R. This replacement contains the following revisions (attached):

- 2.1. Quantity changes for pay items JT503040 and JT503100 as noted in the Summary of Revisions to Pay Items Quantities table above.

Change #3 Contract Requirements, Volume I, page P-8 replaced with page P-8R. This replacement contains the following revisions (attached):

- 3.1. Added a new pay item for Allowance for Unforeseen Conditions to be used for any additional unanticipated bridge repair work.
- 3.2. Added a new pay item 999NEG47 Liquidated Damages for Non-Compliance per S.P. 105.1.4.

Change #4 Contract Requirements, Volume I, page P-9 replaced with page P-9R. This replacement contains the following revisions (attached):

- 4.1. Dollar amount for the Total Amount of Contingency Work + Contractor's Quality Program has been revised due to the added quantity for Allowance for Unforeseen Conditions pay item.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #5 Contract Requirements, Volume II, replace page J-2 with page J-2R. This replacement contains the following revisions (attached):

- 5.1. Maintenance of Traffic sheet number change to account for the new added sheets under this Addendum.
- 5.2. Structural Sheets–Bridge 341sheet number change to account for the new added sheets under this Addendum.

Change #6 Contract Requirements, Volume II, add the following Special Provision J-3A. This replacement contains the following revisions (attached):

6.1. Added S.P. 103.4 Interim Contract Completion Date for Lake Cook Road Bridge Repairs.

Change #7 Contract Requirements, Volume II, add the following Special Provision J-4A. This replacement contains the following revisions (attached):

7.1. Added S.P. 105.1.4 Liquidated Damages for Non-Completion Per S.P. 103.4.

Change #8 Contract Requirements, Volume II, replace page J-6 with page J-6R. This replacement contains the following revisions (attached):

8.1. Section J. Additional Insured Protection has been revised to include additional insurance requirements for any work performed to the Lake Forest Oasis Bridge.

Change #9 Contract Requirements, Volume II, add the following Special Provision J-6A. This replacement contains the following revisions (attached):

9.1. New insurance requirements are included for any work performed to the Lake Forest Oasis Bridge.

Change #10 Contract Requirements, Volume II, add the following Special Provision J-75A. This replacement contains the following revisions (attached):

10.1. Allowable one lane closure times added for I-94 Westbound Direction.

Change #11 Contract Requirements, Volume II, add the following Special Provision J-79A. This replacement contains the following revisions (attached):

11.1. Added new Special Provision for Allowance for Unforeseen Conditions to be used for additional unanticipated bridge repairs.

CHANGES TO THE CONTRACT DRAWINGS

Change #12 Contract Plans, Drawing 2 Index of Drawings and Standards I-94 Noise Wall at IL 120 contains the following revisions (attached):

12.1. Revised Maintenance of Traffic and Structural Sheet – Bridge 341 sheet number counts to account for the new added sheets under this Addendum 2.

Change #13 Contract Plans, Drawing 6 Summary of Quantities I-94 Noise Wall at IL 120 contains the following revisions (attached):

13.1. Quantity changes as noted in the Summary of Revisions to Pay Items Quantities table above.

Change #14 Contract Plans, Drawings 19A through 19E Maintenance of Traffic Lake Cook Road Bridge Repairs. These new drawings contain the following revisions (attached):

14.1. Added I-94 Eastbound lane closure Maintenance of Traffic layout needed for Lake Cook Road Bridge repairs.

Change #15 Contract Plans, Drawings 19F through 19I Maintenance of Traffic Lake Cook Road Bridge Repairs. These new drawings contain the following revisions (attached):

15.1. Added I-94 Westbound lane closure Maintenance of Traffic layout needed for Lake Cook Road Bridge repairs.

Change #16 Contract Plans, Drawing 58 General Plan and Elevation Bridge No.341 contains the following revisions (attached):

16.1. Revised the List of Sheets to include new drawings added to the Contract Plan set.

Change #17 Contract Plans, Drawing 59 General Notes Bridge No.341 contains the following revisions (attached):

17.1. Revised quantities in the Bill of Material as noted in the Summary of Revisions to Pay Items Quantities table above.

Change #18 Contract Plans, Drawing 60 Framing Plan Bridge No.341 contains the following revisions (attached):

18.1. Revised quantities in the Bill of Material as noted in the Summary of Revisions to Pay Items Quantities table above.

18.2. Added additional beam locations to be repaired to the bridge framing plan.

Change #19 Contract Plans, Drawing 61 Repair Details Bridge No.341 contains the following revisions (attached):

19.1. Revised Repair Table to include additional locations to be repaired.

19.2. Revised Section A-A detail.

Change #20 Contract Plans, Drawing 62 Existing Plans Bridge No.341 contains the following revisions (attached):

20.1. Note added showing beam locations as per the framing plan.

Change #21 Contract Plans, Drawing 62A Existing Plans Bridge No.341. This new drawing contains the following revisions (attached):

21.1. Beam details added from the as built plans.

Change #22 Contract Plans, Drawing 62B Existing Plans Bridge No.341. This new drawing contains the following revisions (attached):

22.1. Beam details added from the as built plans.

Change #23 Contract Plans, Drawing 66 Repair Details Bridge No.4070 contains the following revisions (attached):

23.1. Revised Repair Table to include Type II Fiber Wrap Repairs as shown in the plan on Drawing 65.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and information for

CONTRACT NO: RR-20-4538R

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy, the State of Illinois eProcurement System, until **10:30:00 a.m., local time, December 18, 2020**. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room: www.illinoistollwaybidding.com.

For assistance with registration in BidBuy or submitting electronic bids, please contact the BidBuy Vendor Help Desk at: il.bidbuy@illinois.gov and /or phone: 866-455-2897.

The optional pre-bid meeting will be held through WebEx on November 12, 2020 at 10:00 a.m., local time. The WebEx link information is listed on A-2 page.

The work to be done under this contract shall be started on or about March 22, 2021. All work under this contract shall be completed by August 13, 2021. The location of services to be performed on the Tri-State Tollway (I-94) from M.P. 11.6 Belvidere Road (IL 120) in the City of Waukegan located in the Lake County, Illinois to M.P. 25.28 Lake Cook Road in the Northfield Township located in the Cook County, Illinois. (Lake and Cook). The scope of the work shall consist of: Constructing non-crashworthy noise wall; proposed underdrain trench behind retaining wall with underdrain outlets discharging to the existing drainage ditch; Cleaning drainage structures and the ditch; landscape and temporary erosion/sedimentation control measures, topsoil and seeding; Lake Cook Road Bridge repairs; Lake Forest Oasis Bridge repairs; and maintenance of traffic.

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

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

Joint Ventures shall be limited to no more than three (3) individually IDOT pre-qualified members.

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the contract documents. Copies of the plan's 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. 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 IDOT 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 5703D.4538R_Questions@docs.e-builder.net, to be received no later than 2:00 p.m. local time on November 25, 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%) percent 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 Tollway reserves the right to reject any and all bids, to waive technicalities, or cancel the solicitation.

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

DATE: November 5, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-20-4538R

Bids will be received electronically via BidBuy, the State of Illinois eProcurement system. All Bids must be received by 10:30 a.m., local time December 18, 2020. The system will not accept Bids after the deadline. Bids will be immediately thereafter publicly opened online and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Constructing non-crashworthy noise wall; proposed underdrain trench behind retaining wall with underdrain outlets discharging to the existing drainage ditch; Cleaning drainage structures and the ditch; landscape and temporary erosion/sedimentation control measures, topsoil and seeding; Lake Cook Road Bridge repairs; Lake Forest Oasis Bridge repairs; and maintenance of traffic.

The services will be performed within the: Tri-State Tollway (I-94) from M.P. 11.6 Belvidere Road (IL 120) in the City of Waukegan located in the Lake County, Illinois to M.P. 25.28 Lake Cook Road in the Northfield Township located in the Cook County, Illinois. (Lake and Cook)

The undersigned declares that the Advertisement for 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. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-20-4538R**

**STRUCTURAL REPAIRS AND NOISE ABATEMENT WALL CONSTRUCTION
TRI-STATE TOLLWAY (I-94)
MP 11.6 (BELVIDERE ROAD) TO MP 25.28 (LAKE COOK ROAD)
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30		
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	40		
*	20200100	EARTH EXCAVATION	CU YD	828		
*	20400800	FURNISHED EXCAVATION	CU YD	122		
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	90		
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	270		
	25100630	EROSION CONTROL BLANKET	SQ YD	20,166		
	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	218		
BDE	70300220	TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	1,000		
	70600280	MPACT ATTENUATORS, TEMPORARY (SEVERE USE,NARROW), TEST LEVEL 3	EACH	1		
GBSP	X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	246		
*	X0900022	BRIDGE DRAINAGE SYSTEM REPAIR	FOOT	10		
*	Z0018500	DRAINAGE STRUCTURES TO BE CLEANED	EACH	2		
*	J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,551		
*	J1211124	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,915		
*	J1481050	AGGREGATE SHOULDERS, TYPE B	CU YD	28		
*	J1481130	AGGREGATE SHOULDERS WITH FILTER FABRIC, TYPE B 4"	SQ YD	30		
*	J1601300	PIPE UNDERDRAINS, 6" (SPECIAL)	FOOT	580		
*	J1601320	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6"	FOOT	2,200		
*	J1680120	SLOPED HEADWALL TYPE III, 6", 1:3	EACH	2		

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-20-4538R**

**STRUCTURAL REPAIRS AND NOISE ABATEMENT WALL CONSTRUCTION
TRI-STATE TOLLWAY (I-94)
MP 11.6 (BELVIDERE ROAD) TO MP 25.28 (LAKE COOK ROAD)
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	J1680220	DOUBLE SLOPED HEADWALL TYPE III, 2-6", 1:3	EACH	6		
*	J1704000	TEMPORARY CONCRETE BARRIER	FOOT	1,000		
*	J1782022	BARRIER WALL REFLECTORS, TYPE C	EACH	25		
**	JS107360	DUST CONTROL WATERING	UNIT	50		
**	JS120100	TRAILER MOUNTED FULL MATRIX PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2		
**	JS213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	100		
**	JS213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	100		
**	JS250220	SEEDING, CLASS 2E	ACRE	0.50		
**	JS250305	SEEDING, CLASS 3E	ACRE	2.00		
**	JS250318	SEEDING, CLASS 4F	ACRE	0.50		
**	JS250320	SEEDING, CLASS 5	ACRE	2.00		
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	5		
**	JS280040	EROSION AND SEDIMENT CONTROL-CLEANOUT	CU YD	121		
**	JS280050	SILT FENCE	FOOT	5,730		
**	JS280051	RE-ERECT SILT FENCE	FOOT	1,146		
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	445		
*	JS280072	TRACKOUT CONTROL MAT	SQ YD	301		
**	JS280120	TREE PROTECTION	FOOT	78		
**	JS280140	TEMPORARY RIPRAP	TON	65		
**	JS280305	TEMPORARY DITCH CHECKS	FOOT	500		

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-20-4538R

STRUCTURAL REPAIRS AND NOISE ABATEMENT WALL CONSTRUCTION
TRI-STATE TOLLWAY (I-94)
MP 11.6 (BELVIDERE ROAD) TO MP 25.28 (LAKE COOK ROAD)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	5		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1		
*	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	64		
*	JT503100	FIBER WRAP REPAIR	SQ FT	1,633		
*	JT599910	PRECAST CONCRETE NOISE ABATEMENT WALL, GROUND MOUNTED, NON-CRASHWORTHY	SQ FT	42,478		
*	JT669030	EARTHWORK CONSTRUCTION PLAN	L SUM	1		
*	JT669040	EARTHWORK FINAL CONSTRUCTION REPORT	L SUM	1		
*	JT701030	SUPPLEMENTAL BARRICADE	EACH/DAY	30		
*	JT701031	SUPPLEMENTAL SIGNING	SQ FT	100		
*	JT701032	SUPPLEMENTAL FLASHING ARROW BOARD (PER DAY)	EACH/DAY	30		
*	JT701035	SUPPLEMENTAL MAINTENANCE OF TRAFFIC	DAY	30		
*	JT900105	DITCH CLEANING	FOOT	330		
TOTAL AMOUNT OF CORE WORK						

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-20-4538R

STRUCTURAL REPAIRS AND NOISE ABATEMENT WALL CONSTRUCTION
TRI-STATE TOLLWAY (I-94)
MP 11.6 (BELVIDERE ROAD) TO MP 25.28 (LAKE COOK ROAD)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	1.00	20,000.00
*	JT154015	ALLOWANCE FOR UNFORESEEN DRAINAGE WORK	UNIT	10,000	1.00	10,000.00
*	JT154023	CONTRACT ALLOWANCE FOR EROSION/LANDSCAPE RESTORATION	UNIT	10,000	1.00	10,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	1.00	25,000.00
*	JT154118	ALLOWANCE FOR UNFORESEEN CONDITIONS	UNIT	60,000	1.00	60,000.00
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	50,000.00	50,000.00
	999NEG04	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08(a)	INC/DAY		(2,500.00)	
	999NEG05	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.08 (b)	OCCUR		(2,500.00)	
	999NEG06	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.08 (c)	OCCUR		(2,500.00)	
	999NEG07	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.08 (d)	SQ. FT.		(100.00)	
	999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - TRI-STATE	OCCUR		(10,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(4,500.00)	
	999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3	CAL DAY		(4,500.00)	
	999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.4	CAL DAY		(4,500.00)	
	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)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-20-4538R

STRUCTURAL REPAIRS AND NOISE ABATEMENT WALL CONSTRUCTION
TRI-STATE TOLLWAY (I-94)
MP 11.6 (BELVIDERE ROAD) TO MP 25.28 (LAKE COOK ROAD)
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM						175,000.00
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
- BDE INDICATES IDOT BDE SPECIAL PROVISION
- GBSP INDICATES IDOT GUIDE BRIDGE SPECIAL PROVISION

10	-	12	TYP-1	-	TYP-3	TYPICAL SECTIONS
13	-	19	MOT-1	-	MOT-16	MAINTENANCE OF TRAFFIC
	-	20			UTL-1	UTILITY MATRIX
21	-	22	UTL-2	-	UTL-3	UTILITY PLAN
23	-	24	PP-1	-	PP-3	PLAN AND PROFILE
		25			DET-1	DRAINAGE DETAIL
26	-	29	LP-1	-	LP-4	LANDSCAPE PLAN
30	-	34	ESC-1	-	ESC-5	EROSION AND SEDIMENT CONTROL PLAN
35	-	57	SA-1	-	SA-23	STRUCTURAL SHEETS
58	-	62	SB-1	-	SB-7	STRUCTURAL SHEETS – BRIDGE 341
63	-	67	SC-1	-	SC-5	STRUCTURAL SHEETS – BRIDGE 4070
68	-	79	XS-1	-	XS-12	CROSS SECTIONS

ILLINOIS TOLLWAY STANDARDS

STANDARD NO.	TITLE
B10 - 11	SLOPED HEADWALLS TYPE III DETAILS
B24 - 08	PIPE UNDERDRAINS
D2 - 04	SYMBOLS AND PATTERNS
D4 - 07	ROADWAY DELINEATORS AND REFLECTORS
D5 - 07	PERMANENT PAVEMENT MARKINGS
D6 - 08	PAVEMENT MARKING AND SHOULDER RUMBLE STRIP DETAILS
E1 - 07	CONSTRUCTION SIGNS
E2 - 09	LANE CLOSURE DETAILS
E3 - 08	SHOULDER CLOSURE DETAILS
E5 - 09	TEMPORARY GORE DETAILS
E6 - 06	CONTRACTOR ACCESS TO WORK AREA
G15 - 01	NON-CRASHWORTHY GROUND MOUNTED NOISE ABATEMENT WALL DETAILS
H1 - 09	LIGHT STANDARD FOUNDATION
K1 - 09	TEMPORARY EROSION AND SEDIMENT CONTROLS

IDOT HIGHWAY STANDARDS

STANDARD NO.	TITLE
000001 - 07	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
001006	DECIMAL OF AN INCH AND OF A FOOT
701901 - 08	TRAFFIC CONTROL DEVICES
704001 - 08	TEMPORARY CONCRETE BARRIER
782006	GUARDRAIL AND BARRIER WALL REFLECTOR MOUNTING DETAILS

S.P. 103.4 INTERIM COMPLETION DATE

The Contractor shall complete all work required for BN 341 Lake Cook Road Bridge on or before 11:59 p.m. on **June 4, 2021** and establishment of the traffic lanes to the final proposed traffic lane configuration such that permanent lane closures are no longer required on Tri-State Tollway (I-94) under this Agreement for the performance of the Contract RR-20-4538R. See MOT plans and special provisions for additional information.

S.P. 105.1.4 Liquidated Damages for Non-Completion Per S.P. 103.4

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$4,500.00** per day, as liquidated damages for each and every calendar day beyond the Interim Completion Date stipulated in S.P. 103.4 that the work, or any part thereof, remains incomplete.

executing the Contract. Documentation for any extended reporting period requirement for Professional Liability insurance may be met by either (a) an endorsement to the Professional Liability policy indicating the five-year extended reporting period or, alternatively, (b) a letter from the Contractor, signed by an officer of the Contractor, warranting that Professional Liability insurance shall be maintained continuously for a period of not less than five years after project completion. Contractor shall provide a copy of the Builders Risk insurance policy within sixty (60) days of the date of Notice to Proceed. Upon Illinois Tollway request, the Contractor shall promptly provide copies of current insurance policies, forms, and endorsements, properly certified as accurate copies. Within three (3) business days after any renewal or replacement of coverage, the Contractor shall submit to the Illinois Tollway insurance documentation evidencing the limits and coverages as required herein. The obligations under this section are mandatory.

Add the following to Article 107.27 (c) – Policy Requirements - of the Illinois Tollway Supplemental Specifications, as a separate paragraph at the end of the article:

If any policy is written on a claims-made basis and the Tollway has consented to its use for the Contract:

- (1) the policy Retroactive Date must be shown and must be before the date of the Contract;
- (2) insurance must be continuously maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work; and
- (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting period” coverage for a minimum of five (5) years after completion of Contract work.

Add the following to Article 107.27 (e) - Scope of Insurance - of the Illinois Tollway Supplemental Specifications,

- (7) Professional Liability Insurance - covering any negligent act, error, or omission in the rendering of or failure to render professional services required for the Contract. The Professional Liability insurance shall be continuously maintained for the duration of the Contract and for a period of five (5) years after completion of the Contract. The Professional Liability insurance policy may be written on a claims-made policy form.

Add the following to Article 107.27(f) - Limit of Liability - of the Illinois Tollway Supplemental Specifications,

- (7) Professional Liability - limits of liability of not less than \$5,000,000 per claim and \$5,000,000 general aggregate.

J. ADDITIONAL INSURED PROTECTION

SEE PAGE J-6A

Illinois Tollway Oases Properties

Owner: SFI Chicago Tollway LLC

Managed by: MB Real Estate Services Inc.

List of Additional Insureds:

A Certificate of Insurance shall be delivered to the Certificate Holder prior to occupancy and any work commencing on any or all oasis property. Subtenant shall cause their insurer to **attach Endorsements** to their Commercial General Liability (\$3,000,000), Workers' Compensation (\$1,000,000), Property Damage for full replacement value for improvements, fixtures, etc. and Umbrella Liability (\$2,000,000) Policies (Umbrella Liability needed if commercial General Liability isn't \$3,000,000) which provide for the following parties, and its members, to be named as **Additional Insured** for operations performed on any or all oasis property:

List The Following Entities As Additional Insureds:

1. SFI Chicago Tollway, LLC (owner)
2. MB Real Estate Services Inc. (manager)
3. Illinois State Toll Highway Authority
4. iStar Financial Inc., and its Subsidiaries, successors and assigns

List Certificate Holder As:

MB Real Estate Services Inc.
C/O: SFI Chicago Tollway LLC
Hinsdale Oasis
5800 W Tri-State
Hinsdale, IL 60521

Please send an electronic copy to: oases@mbres.com
Mail the original COI to the Certificate Holder Address

Illinois Tollway Oases Properties (please reference on the certificateI): (Please combine on one COI if possible)

1. **Belvidere Oasis** – located on Northwest Tollway 90 in the City of Belvidere, Boone County, Illinois (mailing address: 2510 Pearl Street, Belvidere, IL 61008)
2. **DeKalb Oasis** – located on East West Tollway 88 in the City of DeKalb, DeKalb County, Illinois (mailing address: 2700 N. Crego Road, DeKalb, IL 60115)
3. **Hinsdale Oasis** – located on Tri-State Tollway 294 in the Village of Hinsdale, Cook County, Illinois (mailing address: 5800 W. Tri State Toll Road, Hinsdale, IL 60521)
4. **Lake Forest Oasis** – located on Tri-State Tollway 94 in the Village of Mettawa, Lake County, Illinois (mailing address: 13783 W. Oasis Service Road, Lake Forest, IL 60045)
5. **Lincoln Oasis** – located on Tri-State Tollway 294 in the Village of South Holland, Cook County, Illinois (mailing address: 700 E. Tri-State Toll Road, South Holland, IL 60473)

Lease Insurance Requirements for All Oases

START DAY	ALLOWABLE 1-LANE CLOSURE TIMES M.P. 27.7 TO M.P. 25.3 (I-94 @ LAKE COOK RD)	
	EASTBOUND	WESTBOUND
Monday	N/A	7 p.m. to 5 a.m. Tuesday
Tuesday	N/A	7 p.m. to 5 a.m. Wednesday
Wednesday	N/A	7 p.m. to 5 a.m. Thursday
Thursday	N/A	7 p.m. to 5 a.m. Friday
Friday	N/A	6 p.m. to 8 a.m. Saturday
Saturday	N/A	8 p.m. to 9 a.m. Sunday
Sunday	N/A	9 p.m. to 5 a.m. Monday

ALLOWANCE FOR UNFORESEEN CONDITIONS

Description. This Special Provision establishes a budgetary allowance for the additional bridge repairs to be performed by the Contractor, the scope of which cannot be determined at the time of submittal of the Proposal.

The work to be completed under this item will be as directed by the Engineer. This item will provide a line item against which payment will be made since the scope cannot be determined at the time of submittal of the Proposal.

Payment will only be made for that work completed which is directed by the Engineer in writing.

General requirements. General requirements. This work shall be completed in accordance with applicable portions of Sections 503 and 504 of the Standard Specifications, and applicable portions of Tollway Standards and Contract Special Provisions.

Method of Measurement. This work will not be measured for payment.

Basis of Payment. Payment for this work will be made as specified in Tollway Supplemental Specifications Article 109.04 using a force account basis. Payment for this work will not exceed the costs incurred by the Contractor and approved by the Engineer.

Pay Item Number	Designation	Unit of Measure
JT154118	ALLOWANCE FOR UNFORESEEN CONDITIONS	UNIT

INDEX OF DRAWINGS

DRAWING NUMBERS	SHEET NUMBERS	DESCRIPTION
1	COV-1	COVER
2	IND-1	INDEX OF DRAWINGS
3	GEN-1	GENERAL NOTES
4	PS-1	SUGGESTED PROGRESS SCHEDULE
5 - 6	SOQ-1 - SOQ-2	SUMMARY OF QUANTITIES
7	SCH-1	EARTHWORK SCHEDULE
8 - 9	ATB-1 - ATB-2	ALIGNMENT PLAN AND BENCHMARKS
10 - 12	TYP-1 - TYP-3	TYPICAL SECTIONS
13 - 19	MOT-1 - MOT-16	MAINTENANCE OF TRAFFIC
20	UTL-1	UTILITY MATRIX
21 - 22	UTL-2 - UTL-3	UTILITY PLAN
23 - 24	PP-1 - PP-2	PLAN AND PROFILE
25	DET-1	DRAINAGE DETAIL
26 - 29	LP-1 - LP-4	LANDSCAPE PLAN
30 - 34	ESC-1 - ESC-5	EROSION AND SEDIMENT CONTROL PLAN
35 - 57	SA-1 - SA-23	STRUCTURAL SHEETS - NOISE ABATEMENT WALL
58 - 62	SB-1 - SB-7	STRUCTURAL SHEETS - BRIDGE 341
63 - 67	SC-1 - SC-5	STRUCTURAL SHEETS - BRIDGE 4070
68 - 79	XS-1 - XS-12	CROSS SECTIONS

TOLLWAY STANDARDS

STANDARD NO.	TITLE
SECTION B - DRAINAGE STRUCTURES, CURBS AND GUTTER	
B10-11	SLOPED HEADWALLS TYPE III DETAILS
B24-08	PIPE UNDERDRAINS
SECTION D - ROADWAY APPURTENANCES (FENCE, SYMBOLS, MARKERS, AND DELINEATORS)	
D2-04	SYMBOLS AND PATTERNS
D4-07	ROADWAY DELINEATORS AND REFLECTORS
D5-07	PERMANENT PAVEMENT MARKINGS
D6-08	PAVEMENT MARKING AND SHOULDER RUMBLE STRIP DETAILS
SECTION E - MAINTENANCE OF TRAFFIC	
E1-07	CONSTRUCTION SIGNS
E2-09	LANE CLOSURE DETAILS
E3-08	SHOULDER CLOSURE DETAILS
E5-09	TEMPORARY GORE DETAILS
E6-06	CONTRACTOR ACCESS TO WORK AREA
SECTION G - STRUCTURAL	
G15-01	NON-CRASHWORTHY GROUND MOUNTED NOISE ABATEMENT WALL DETAILS
SECTION H - ROADWAY LIGHTING AND ELECTRICAL	
H1-09	LIGHT STANDARD FOUNDATION
SECTION K - TEMPORARY EROSION CONTROL	
K1-09	TEMPORARY EROSION AND SEDIMENT CONTROLS

IDOT STANDARDS

STANDARD NO.	TITLE
000001 - 07	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
001006	DECIMAL OF AN INCH AND OF A FOOT
701901 - 08	TRAFFIC CONTROL DEVICES
704001 - 08	TEMPORARY CONCRETE BARRIER
782006	GUARDRAIL AND BARRIER WALL REFLECTOR MOUNTING DETAILS

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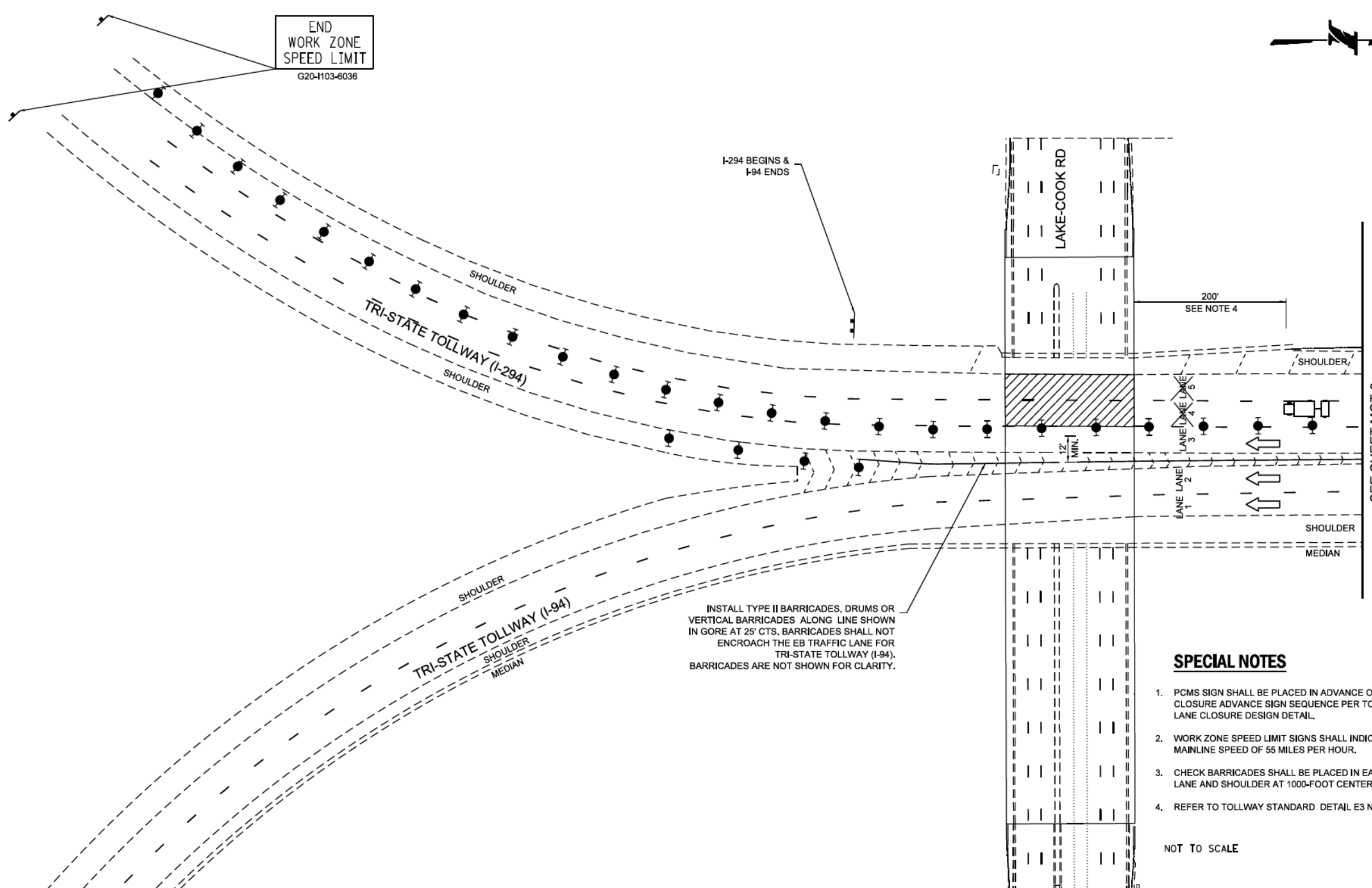


THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE,
 ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
A	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
 INDEX OF DRAWINGS AND STANDARDS
 I-94 NOISE WALL AT IL 120

SHEET NO. IND-1
 DRAWING NO. 2 OF 79



END
WORK ZONE
SPEED LIMIT
G20-1103-8036

I-294 BEGINS &
I-94 ENDS

LAKE-COOK RD

200'
SEE NOTE 4

SEE SHEET MOT-9

INSTALL TYPE II BARRICADES, DRUMS OR
VERTICAL BARRICADES ALONG LINE SHOWN
IN GORE AT 25' CTS. BARRICADES SHALL NOT
ENCROACH THE EB TRAFFIC LANE FOR
TRI-STATE TOLLWAY (I-94).
BARRICADES ARE NOT SHOWN FOR CLARITY.

SPECIAL NOTES

1. PCMS SIGN SHALL BE PLACED IN ADVANCE OF THE LANE CLOSURE ADVANCE SIGN SEQUENCE PER TOLLWAY E2-09 LANE CLOSURE DESIGN DETAIL.
2. WORK ZONE SPEED LIMIT SIGNS SHALL INDICATE A REDUCED MAINLINE SPEED OF 55 MILES PER HOUR.
3. CHECK BARRICADES SHALL BE PLACED IN EACH CLOSED LANE AND SHOULDER AT 1000-FOOT CENTER.
4. REFER TO TOLLWAY STANDARD DETAIL E3 NOTE 19.

NOT TO SCALE

SYMBOLS

- | | | | | | | | |
|--|--------------------|--|---|--|---|--|--|
| | SIGN | | FLAGGER WITH TRAFFIC CONTROL SIGN | | TRUCK MOUNTED ATTENUATOR (TMA)
(ROLL WITH MOVING OPERATION) | | PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) |
| | TYPE III BARRICADE | | FLASHING ARROW PANEL | | TYPE II BARRICADE, DRUM, OR
VERTICAL BARRICADE WITH LIGHT IF
REQUIRED. SEE ARTICLE 701.05(a)5
BARRICADE USED ON MAINLINE SHALL
BE DIFFERENT THAN USED ON TAPER. | | HIGH INTENSITY TYPE B AMBER COLORED LENS, FLASHING LIGHT |
| | WORK AREA | | DIRECTIONAL INDICATOR BARRICADE W/
SEQUENTIAL FLASHING WARNING LIGHT | | | | |



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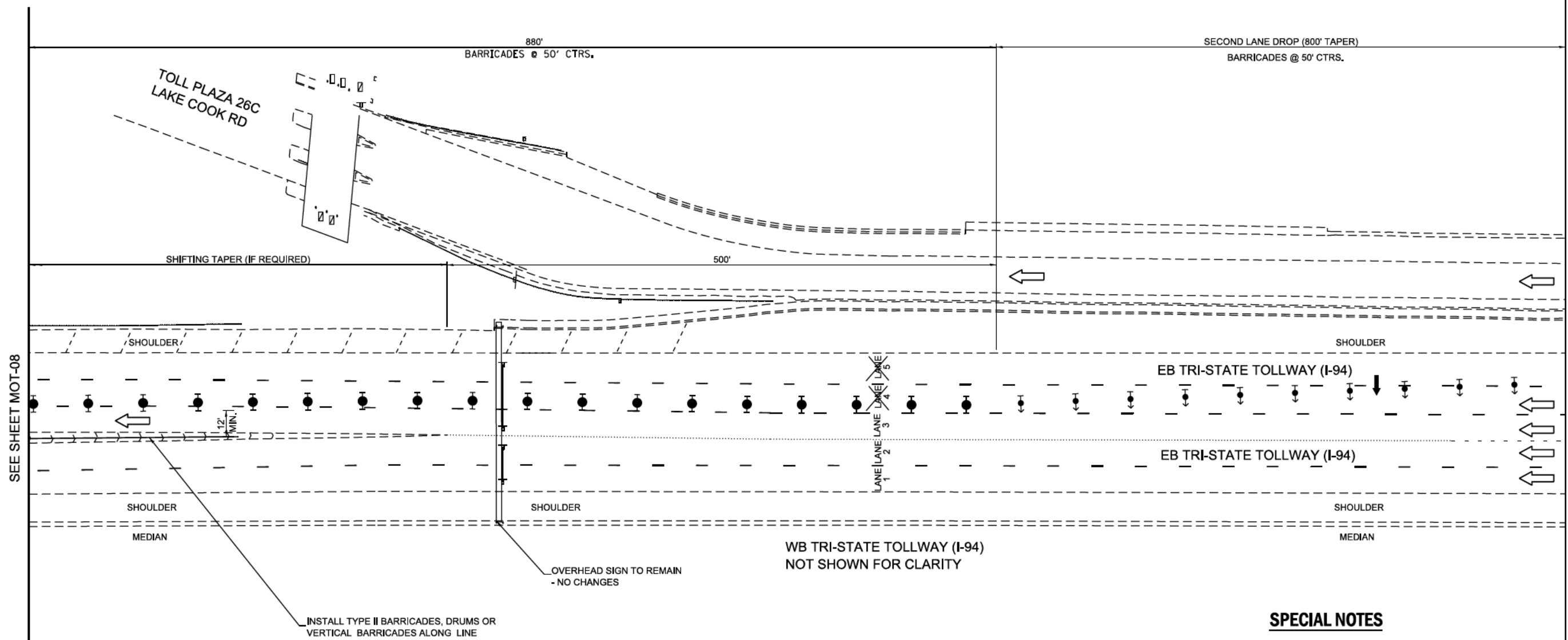
COLLINS ENGINEERS INC.

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

REVISIONS		
NO.	DATE	DESCRIPTION
1	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
**MAINTENANCE OF TRAFFIC
 LAKE COOK ROAD BRIDGE REPAIRS**

SHEET NO.
MOT-8
DRAWING NO.
19A OF 79



INSTALL TYPE II BARRICADES, DRUMS OR VERTICAL BARRICADES ALONG LINE SHOWN IN GORE AT 25' CTS. BARRICADES SHALL NOT ENCROACH THE EB TRAFFIC LANE FOR TRI-STATE TOLLWAY (I-94). BARRICADES ARE NOT SHOWN FOR CLARITY.

OVERHEAD SIGN TO REMAIN - NO CHANGES

WB TRI-STATE TOLLWAY (I-94)
NOT SHOWN FOR CLARITY

SPECIAL NOTES

1. PCMS SIGN SHALL BE PLACED IN ADVANCE OF THE LANE CLOSURE ADVANCE SIGN SEQUENCE PER TOLLWAY E2-09 LANE CLOSURE DESIGN DETAIL.
2. WORK ZONE SPEED LIMIT SIGNS SHALL INDICATE A REDUCED MAINLINE SPEED OF 55 MILES PER HOUR.
3. CHECK BARRICADES SHALL BE PLACED IN EACH CLOSED LANE AND SHOULDER AT 100-FOOT CENTER.
4. REFER TO TOLLWAY STANDARD DETAIL E3 NOTE 19.

NOT TO SCALE

SYMBOLS

- SIGN
- TYPE III BARRICADE
- WORK AREA
- FLAGGER WITH TRAFFIC CONTROL SIGN
- FLASHING ARROW PANEL
- DIRECTIONAL INDICATOR BARRICADE W/ SEQUENTIAL FLASHING WARNING LIGHT
- TRUCK MOUNTED ATTENUATOR (TMA) (ROLL WITH MOVING OPERATION)
- TYPE II BARRICADE, DRUM, OR VERTICAL BARRICADE WITH LIGHT IF REQUIRED. SEE ARTICLE 701.05(a)5 BARRICADE USED ON MAINLINE SHALL BE DIFFERENT THAN USED ON TAPER.
- PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)
- HIGH INTENSITY TYPE B AMBER COLORED LENS, FLASHING LIGHT



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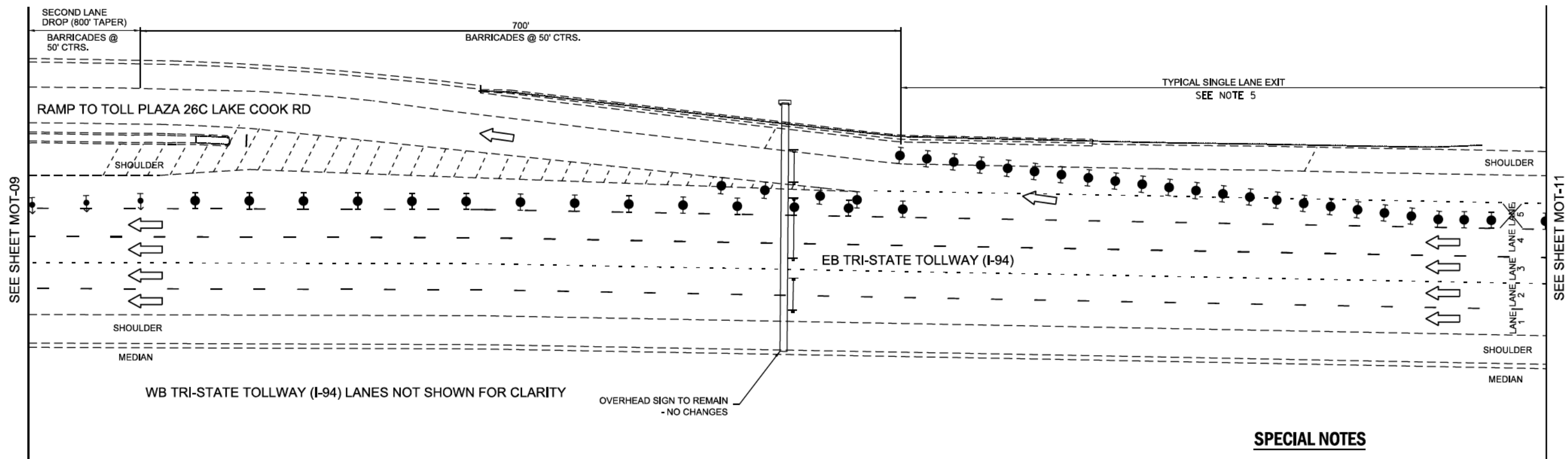
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REVISIONS	
NO.	DESCRIPTION
1	12/9/2020 ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
MAINTENANCE OF TRAFFIC LAKE COOK ROAD BRIDGE REPAIRS

SHEET NO. MOT-9
DRAWING NO. 19B OF 79



SPECIAL NOTES

1. PCMS SIGN SHALL BE PLACED IN ADVANCE OF THE LANE CLOSURE ADVANCE SIGN SEQUENCE PER TOLLWAY E2-09 LANE CLOSURE DESIGN DETAIL.
2. WORK ZONE SPEED LIMIT SIGNS SHALL INDICATE A REDUCED MAINLINE SPEED OF 55 MILES PER HOUR.
3. CHECK BARRICADES SHALL BE PLACED IN EACH CLOSED LANE AND SHOULDER AT 1000-FOOT CENTER.
4. REFER TO TOLLWAY STANDARD DETAIL E3 NOTE 19.
5. REFER TO TOLLWAY STANDARD DETAIL E5-09.

NOT TO SCALE

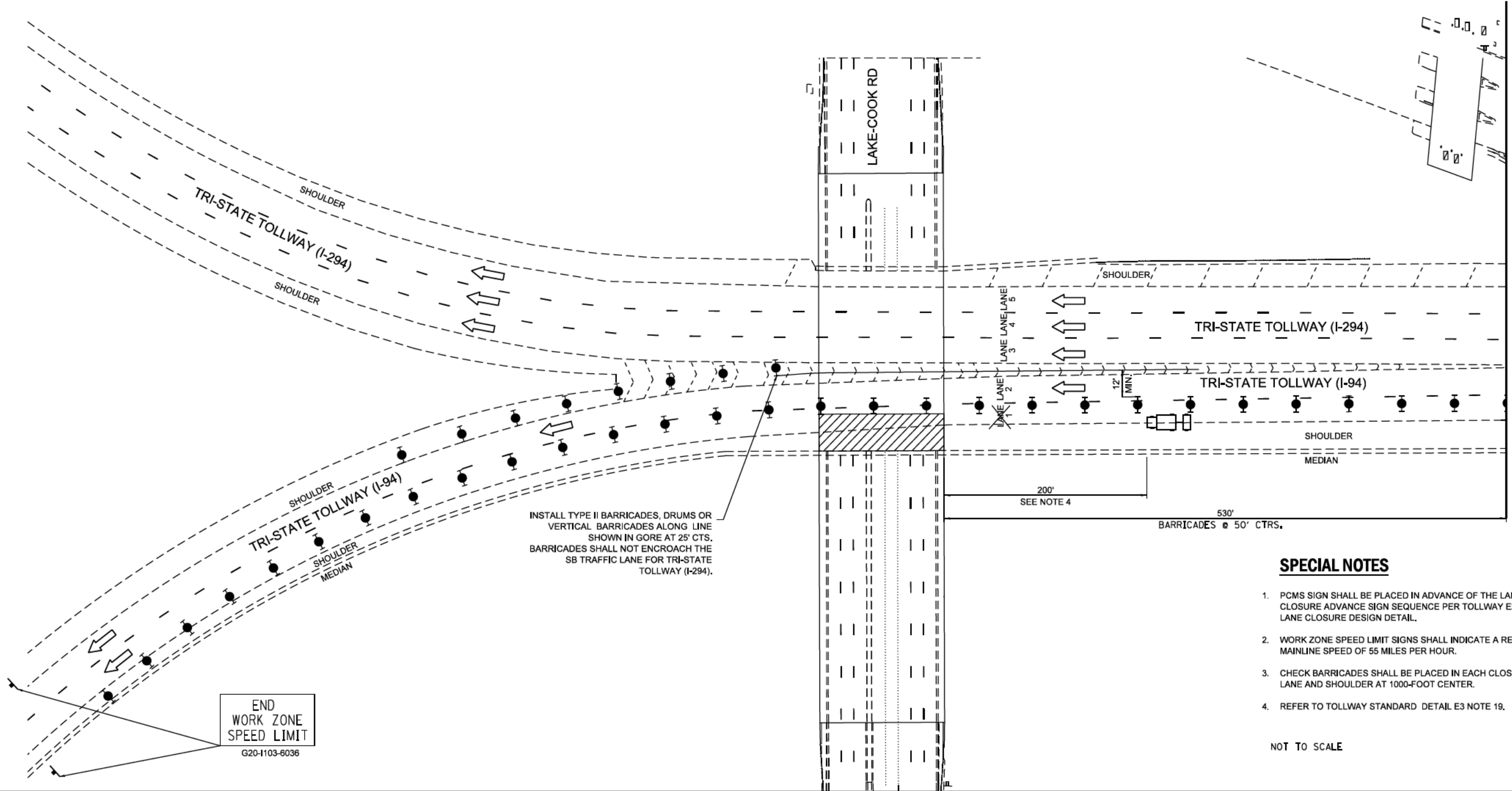
SYMBOLS

- | | | | | | | | |
|--|--------------------|--|---|--|---|--|--|
| | SIGN | | FLAGGER WITH TRAFFIC CONTROL SIGN | | TRUCK MOUNTED ATTENUATOR (TMA)
(ROLL WITH MOVING OPERATION) | | PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) |
| | TYPE III BARRICADE | | FLASHING ARROW PANEL | | TYPE II BARRICADE, DRUM, OR
VERTICAL BARRICADE WITH LIGHT IF
REQUIRED. SEE ARTICLE 701.05(a)5
BARRICADE USED ON MAINLINE SHALL
BE DIFFERENT THAN USED ON TAPER. | | HIGH INTENSITY TYPE B AMBER COLORED LENS, FLASHING LIGHT |
| | WORK AREA | | DIRECTIONAL INDICATOR BARRICADE W/
SEQUENTIAL FLASHING WARNING LIGHT | | | | |



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		DRAWN BY: ZJT			DATE: 11/25/2020				DESCRIPTION
	CHECKED BY: EKM	DATE: 11/25/2020				12/9/2020	ADDENDUM NO. 2		



SEE SHEET MOT-14

INSTALL TYPE II BARRICADES, DRUMS OR VERTICAL BARRICADES ALONG LINE SHOWN IN GORE AT 25' CTS. BARRICADES SHALL NOT ENCR OACH THE SB TRAFFIC LANE FOR TRI-STATE TOLLWAY (I-294).

END WORK ZONE SPEED LIMIT
G20-I103-6036

SPECIAL NOTES

1. PCMS SIGN SHALL BE PLACED IN ADVANCE OF THE LANE CLOSURE ADVANCE SIGN SEQUENCE PER TOLLWAY E2-09 LANE CLOSURE DESIGN DETAIL.
2. WORK ZONE SPEED LIMIT SIGNS SHALL INDICATE A REDUCED MAINLINE SPEED OF 55 MILES PER HOUR.
3. CHECK BARRICADES SHALL BE PLACED IN EACH CLOSED LANE AND SHOULDER AT 1000-FOOT CENTER.
4. REFER TO TOLLWAY STANDARD DETAIL E3 NOTE 19.

NOT TO SCALE

SYMBOLS

- SIGN
- TYPE III BARRICADE
- WORK AREA
- FLAGGER WITH TRAFFIC CONTROL SIGN
- FLASHING ARROW PANEL
- DIRECTIONAL INDICATOR BARRICADE W/ SEQUENTIAL FLASHING WARNING LIGHT
- TRUCK MOUNTED ATTENUATOR (TMA) (ROLL WITH MOVING OPERATION)
- TYPE II BARRICADE, DRUM, OR VERTICAL BARRICADE WITH LIGHT IF REQUIRED. SEE ARTICLE 701.05(a)5 BARRICADE USED ON MAINLINE SHALL BE DIFFERENT THAN USED ON TAPER.
- PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)
- HIGH INTENSITY TYPE B AMBER COLORED LENS, FLASHING LIGHT



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	EKM	11/25/2020

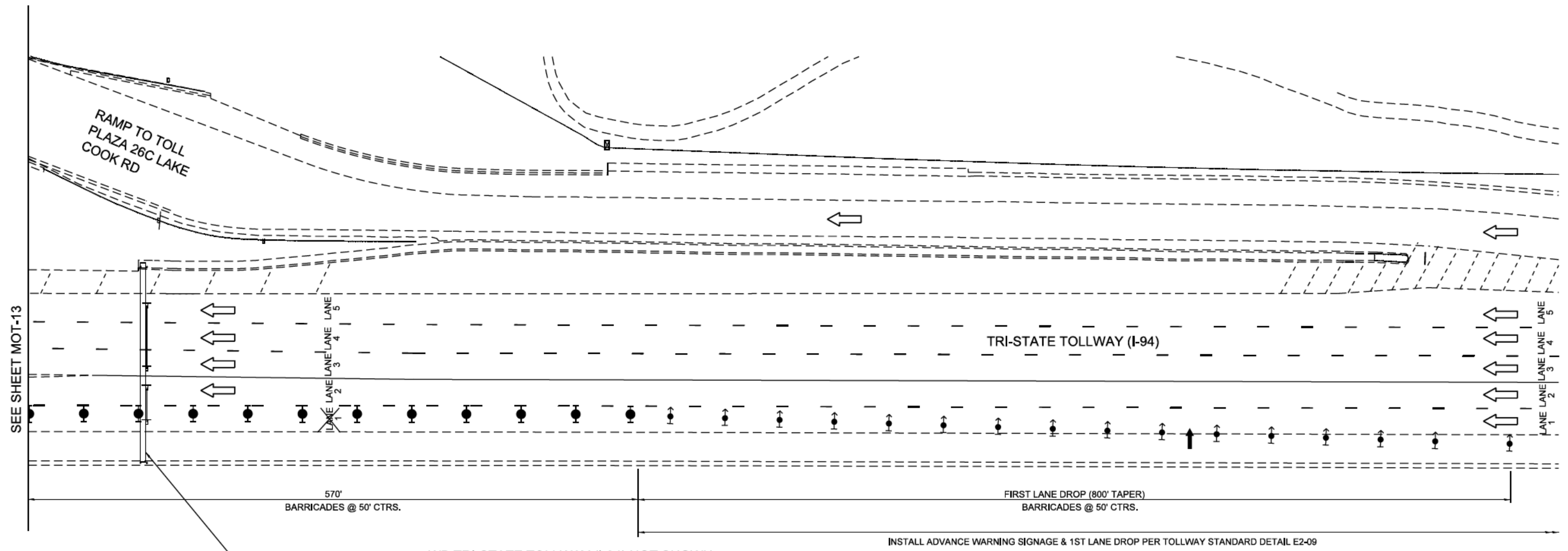
COLLINS ENGINEERS INC.

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

REVISIONS	
NO.	DESCRIPTION
1	12/9/2020 ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
MAINTENANCE OF TRAFFIC LAKE COOK ROAD BRIDGE REPAIRS

SHEET NO. MOT-13
 DRAWING NO. 19F OF 79



SEE SHEET MOT-13

RAMP TO TOLL PLAZA 26C LAKE COOK RD

TRI-STATE TOLLWAY (I-94)

570' BARRICADES @ 50' CTRS.

FIRST LANE DROP (800' TAPER) BARRICADES @ 50' CTRS.

OVERHEAD SIGN TO REMAIN - NO CHANGES

WB TRI-STATE TOLLWAY (I-94) NOT SHOWN FOR CLARITY

INSTALL ADVANCE WARNING SIGNAGE & 1ST LANE DROP PER TOLLWAY STANDARD DETAIL E2-09

SPECIAL NOTES

1. PCMS SIGN SHALL BE PLACED IN ADVANCE OF THE LANE CLOSURE ADVANCE SIGN SEQUENCE PER TOLLWAY E2-09 LANE CLOSURE DESIGN DETAIL.
2. WORK ZONE SPEED LIMIT SIGNS SHALL INDICATE A REDUCED MAINLINE SPEED OF 55 MILES PER HOUR.
3. CHECK BARRICADES SHALL BE PLACED IN EACH CLOSED LANE AND SHOULDER AT 1000-FOOT CENTER.
4. REFER TO TOLLWAY STANDARD DETAIL E3 NOTE 18.

SYMBOLS

- SIGN
- FLAGGER WITH TRAFFIC CONTROL SIGN
- TRUCK MOUNTED ATTENUATOR (TMA) (ROLL WITH MOVING OPERATION)
- PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)
- TYPE III BARRICADE
- FLASHING ARROW PANEL
- TYPE II BARRICADE, DRUM, OR VERTICAL BARRICADE WITH LIGHT IF REQUIRED. SEE ARTICLE 701.05(a)5 BARRICADE USED ON MAINLINE SHALL BE DIFFERENT THAN USED ON TAPER.
- HIGH INTENSITY TYPE B AMBER COLORED LENS, FLASHING LIGHT
- WORK AREA
- DIRECTIONAL INDICATOR BARRICADE W/ SEQUENTIAL FLASHING WARNING LIGHT



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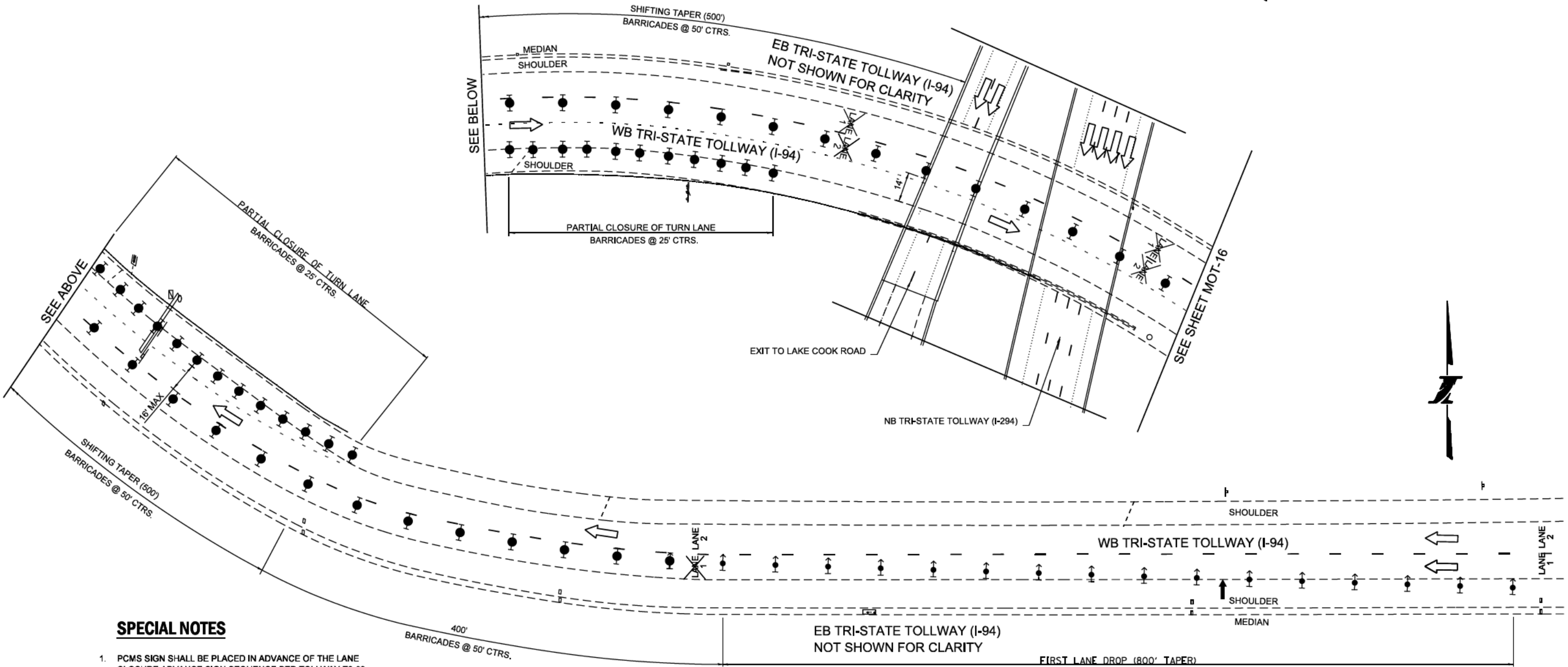
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	CHECKED BY: EKM	DATE: 11/25/2020



REVISIONS		
NO.	DATE	DESCRIPTION
1	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
MAINTENANCE OF TRAFFIC LAKE COOK ROAD BRIDGE REPAIRS

SHEET NO. MOT-14
 DRAWING NO. 19G OF 79



SPECIAL NOTES

1. PCMS SIGN SHALL BE PLACED IN ADVANCE OF THE LANE CLOSURE ADVANCE SIGN SEQUENCE PER TOLLWAY E2-09 LANE CLOSURE DESIGN DETAIL.
2. WORK ZONE SPEED LIMIT SIGNS SHALL INDICATE A REDUCED MAINLINE SPEED OF 55 MILES PER HOUR.
3. CHECK BARRICADES SHALL BE PLACED IN EACH CLOSED LANE AND SHOULDER AT 1000-FOOT CENTER.
4. REFER TO TOLLWAY STANDARD DETAIL E3 NOTE 19.

NOT TO SCALE

SYMBOLS

- | | | | | | | | |
|--|--------------------|--|--|--|---|--|--|
| | SIGN | | FLAGGER WITH TRAFFIC CONTROL SIGN | | TRUCK MOUNTED ATTENUATOR (TMA) (ROLL WITH MOVING OPERATION) | | PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) |
| | TYPE III BARRICADE | | FLASHING ARROW PANEL | | TYPE II BARRICADE, DRUM, OR VERTICAL BARRICADE WITH LIGHT IF REQUIRED. SEE ARTICLE 701.05(a)5 BARRICADE USED ON MAINLINE SHALL BE DIFFERENT THAN USED ON TAPER. | | HIGH INTENSITY TYPE B AMBER COLORED LENS, FLASHING LIGHT |
| | WORK AREA | | DIRECTIONAL INDICATOR BARRICADE W/ SEQUENTIAL FLASHING WARNING LIGHT | | | | |



PLOT DRIVER: SPL/DW/L... PLOT DATE: 11/25/2020 PLOT TIME: 12:46:42 PM
 FILE NAME: P:\WORKSPACE\PROJECTS\parsons.com\illinois\State\Documents\Tollway Systemwide Truck Parking - 64832330 - CAD\DCADD_Sheet\57013-10-91-mot-15.dgn

MILESTONE:	DESIGNED BY:	DATE:
100% FINAL	ZJT	11/25/2020
	DRAWN BY:	DATE:
	ZJT	11/25/2020
	CHECKED BY:	DATE:
	EKM	11/25/2020



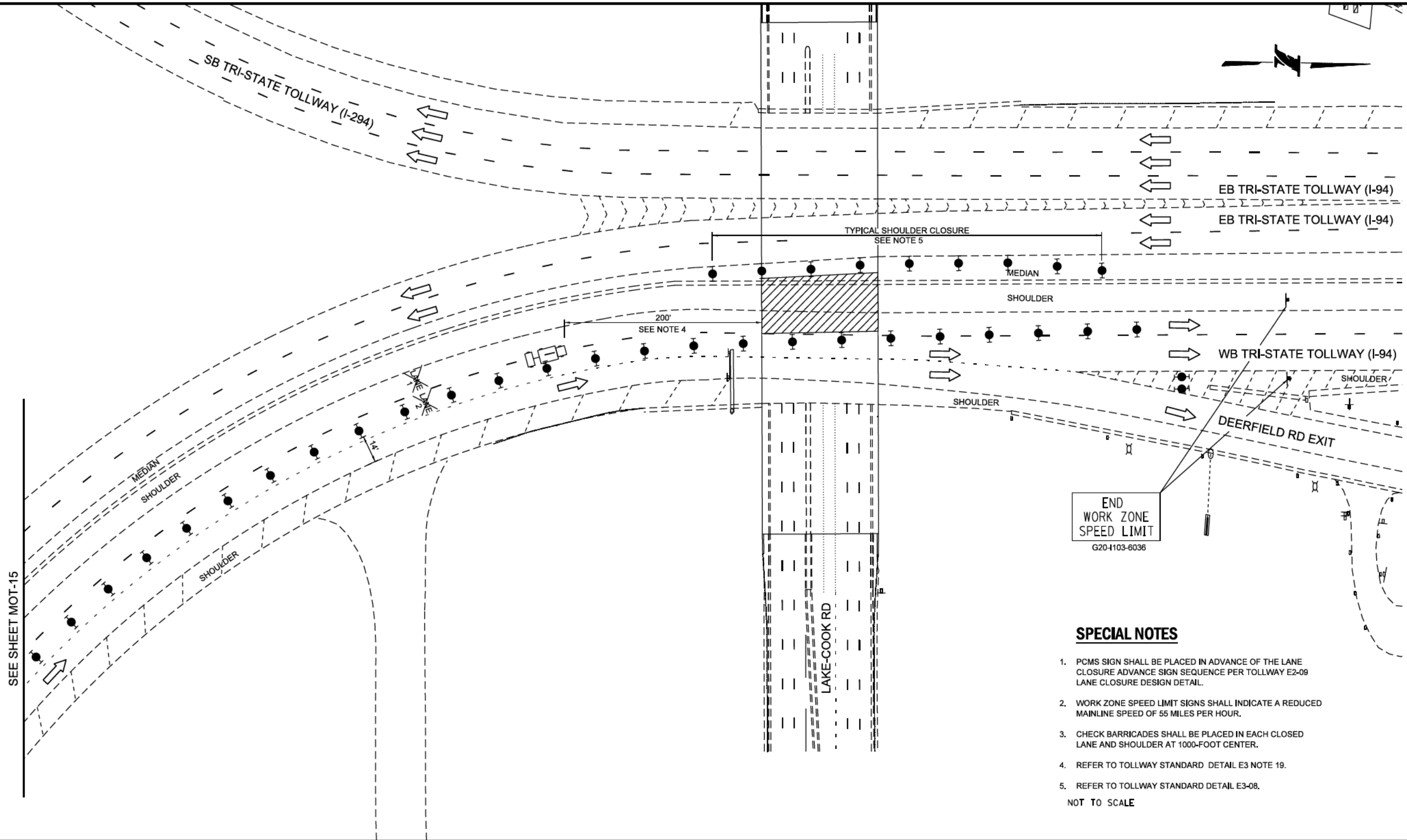
REVISIONS		
NO.	DATE	DESCRIPTION
1	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
MAINTENANCE OF TRAFFIC
LAKE COOK ROAD BRIDGE REPAIRS

SHEET NO. MOT-15
 DRAWING NO. 19H OF 79

PLOT DRIVER: SPL/DWLS
 PLOT DATE: 11/25/2020
 PLOT TIME: 12:46:51 PM
 PLOTTED BY: SUSERNAME
 FILE NAME: P:\WORKSPACE\PROJECTS\parsons.com\illinois\State\Documents\Tollway\Systemwide Truck Parking - 64832330 - CAD\DCADD_Sheet\5703-10-91-mot-16.dgn

SEE SHEET MOT-15



END WORK ZONE SPEED LIMIT
 G20-1103-6036

SPECIAL NOTES

1. PCMS SIGN SHALL BE PLACED IN ADVANCE OF THE LANE CLOSURE ADVANCE SIGN SEQUENCE PER TOLLWAY E2-09 LANE CLOSURE DESIGN DETAIL.
 2. WORK ZONE SPEED LIMIT SIGNS SHALL INDICATE A REDUCED MAINLINE SPEED OF 55 MILES PER HOUR.
 3. CHECK BARRICADES SHALL BE PLACED IN EACH CLOSED LANE AND SHOULDER AT 1000-FOOT CENTER.
 4. REFER TO TOLLWAY STANDARD DETAIL E3 NOTE 19.
 5. REFER TO TOLLWAY STANDARD DETAIL E3-08.
- NOT TO SCALE

SYMBOLS

- | | | | | | | | |
|--|--------------------|--|--|--|---|--|--|
| | SIGN | | FLAGGER WITH TRAFFIC CONTROL SIGN | | TRUCK MOUNTED ATTENUATOR (TMA) (ROLL WITH MOVING OPERATION) | | PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) |
| | TYPE III BARRICADE | | FLASHING ARROW PANEL | | TYPE II BARRICADE, DRUM, OR VERTICAL BARRICADE WITH LIGHT IF REQUIRED. SEE ARTICLE 701.05(a)5 BARRICADE USED ON MAINLINE SHALL BE DIFFERENT THAN USED ON TAPER. | | HIGH INTENSITY TYPE B AMBER COLORED LENS, FLASHING LIGHT |
| | WORK AREA | | DIRECTIONAL INDICATOR BARRICADE W/ SEQUENTIAL FLASHING WARNING LIGHT | | | | |



100% FINAL	DESIGNED BY: ZJT	DATE: 11/25/2020
	DRAWN BY: ZJT	DATE: 11/25/2020
	CHECKED BY: EKM	DATE: 11/25/2020

COLLINS ENGINEERS INC.

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

REVISIONS	
NO.	DATE DESCRIPTION
1	12/9/2020 ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
MAINTENANCE OF TRAFFIC LAKE COOK ROAD BRIDGE REPAIRS

SHEET NO. MOT-16
 DRAWING NO. 191 OF 79

BENCHMARK

B.M. CHISELED SQUARE IN HUBRAIL OF STRUCTURE. 34' RT OF STA. 108+66.81. ELEV 704.90

STRUCTURE DESCRIPTION

EXISTING BRIDGE, STRUCTURE NO. 016-9989 (341), WAS ORIGINALLY BUILT IN 1956 AND WIDENED (WITH BRIDGE DECK REPLACEMENT) IN 1989. THE SUPERSTRUCTURE CONSISTS OF PRECAST PRESTRESSED CONCRETE (PPC) I-BEAMS AND A CONVENTIONAL REINFORCED CONCRETE DECK, THE SUBSTRUCTURE CONSISTS OF THREE MULTI COLUMN CONCRETE PIERS.
 IN 1989 UNDER CONTRACT GRE-85-343, THE BRIDGE DECK WAS REPLACED AND WIDENED, DECK EXPANSION JOINTS WERE REPLACED AND THE SUBSTRUCTURE WAS MODIFIED.
 IN 2013 UNDER CONTRACT RR-13-4125, REPAIRS WERE PERFORMED TO THE SUPERSTRUCTURE AND SUBSTRUCTURE, THE BEARINGS WERE CLEANED AND PAINTED AND CONCRETE SEALER WAS APPLIED TO ALL SURFACES OF THE PIER AND ABUTMENT SEATS, INCLUDING WINGWALLS.
 REPAIR WORK FOR THIS CONTRACT WILL REQUIRE OVERNIGHT LANE CLOSURES.

LIST OF SHEETS

- SB-1 GENERAL PLAN AND ELEVATION
- SB-2 GENERAL NOTES
- SB-3 FRAMING PLAN
- SB-4 BEAM REPAIR DETAILS
- SB-5 EXISTING PLANS
- SB-6 EXISTING PLANS II
- SB-7 EXISTING PLANS III

SCOPE OF WORK

1. REPAIR BEAM WITH STRUCTURAL REPAIR OF CONCRETE.
2. STRENGTHEN BEAM WITH FIBER WRAP REPAIR.

CONSTRUCTION SPECIFICATIONS

TOLLWAY SUPPLEMENTAL SPECIFICATIONS TO THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MARCH 31, 2020

ILLINOIS DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, JANUARY 1, 2020

ILLINOIS DEPARTMENT OF TRANSPORTATION GUIDE BRIDGE SPECIAL PROVISIONS (GBSPs)

ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, APRIL 1, 2016

DESIGN SPECIFICATIONS

2002 AASTHO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, 17TH EDITION

STRUCTURE DESIGN MANUAL FOR THE ILLINOIS TOLLWAY, MARCH 2020

ILLINOIS DEPARTMENT OF TRANSPORTATION BRIDGE MANUAL, JANUARY 2012 AND ALL IDOT BRIDGE DESIGNERS MEMORANDUMS

ILLINOIS DEPARTMENT OF TRANSPORTATION STRUCTURAL SERVICES MANUAL, JUNE 2017

DESIGN STRESSES

NEW CONSTRUCTION

f_c = 5,000 PSI

EXISTING (1989)

f_c = 4,000 PSI (DECK)
 f_c = 6,500 PSI (PPC BEAMS)
 f_y = 60,000 PSI (DECK REINFORCEMENT)
 f_{pu} = 270 KSI (PRESTRESSING STRANDS)

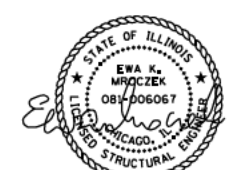
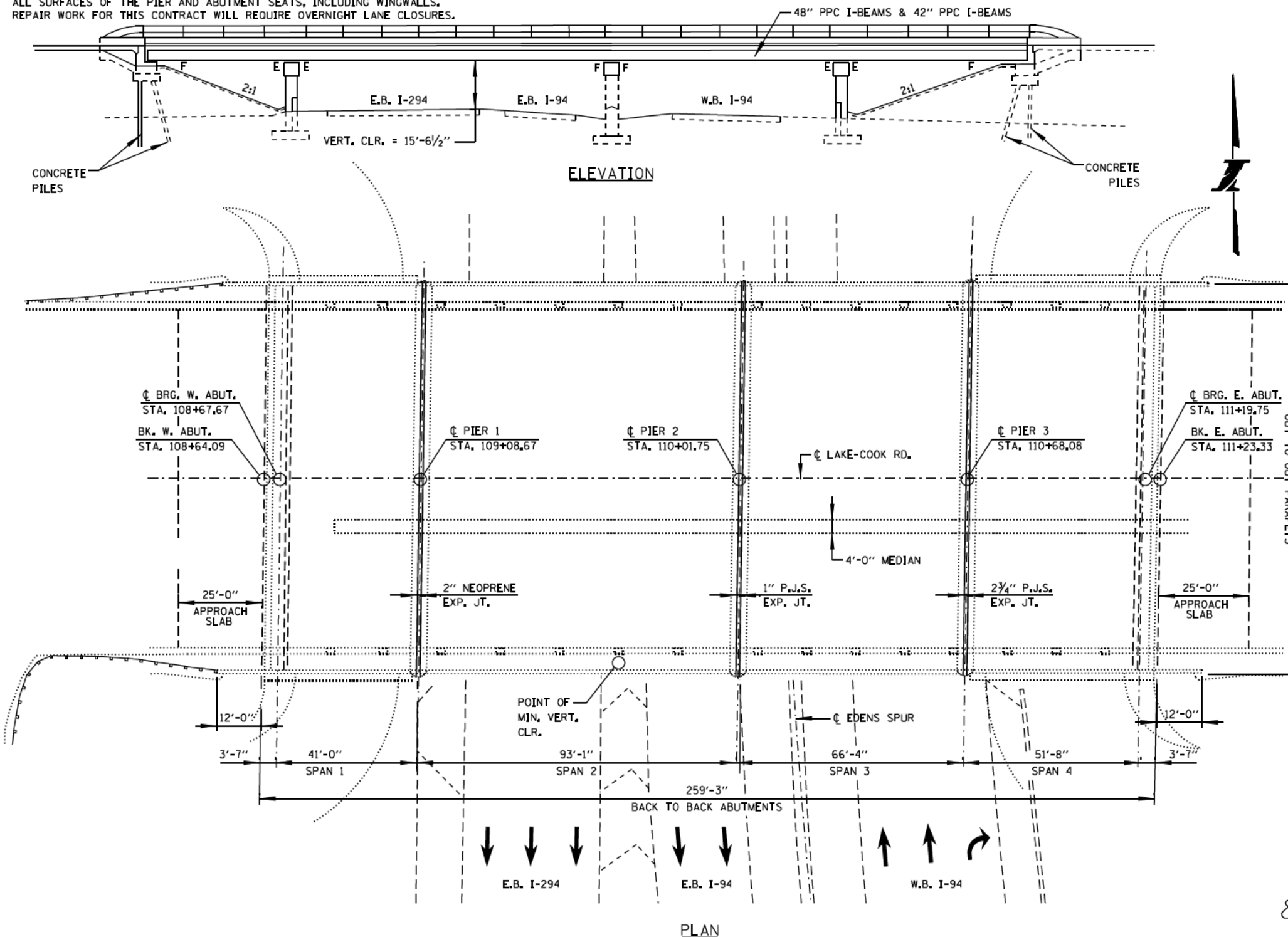
HIGHWAY CLASSIFICATION

FAI 94

FUNCTIONAL CLASS: INTERSTATE
 ADT: 57,600
 DHV: 5,760
 DESIGN SPEED: 60 MPH

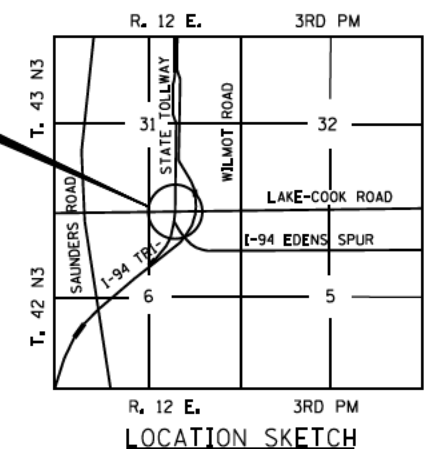
LAKE COOK ROAD

FUNCTIONAL CLASS: OTHER PRINCIPAL ARTERIAL
 ADT: 22,700
 DHV: 2,270
 DESIGN SPEED: 45 MPH



COLLINS ENGINEERS, INC.
 EWA MROCZEK, P.E., S.E.
 NO. 081-006067
 EXP.: 11/30/2022

STRUCTURE LOCATION



MILESTONE:	DESIGNED BY:	DATE:
100% FINAL	ECS	10/06/2020
	DRAWN BY:	DATE:
	DR	10/06/2020
	CHECKED BY:	DATE:
	EKM	10/06/2020

COLLINS ENGINEERS, INC.

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

REVISIONS		
NO.	DATE	DESCRIPTION
1	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
GENERAL PLAN AND ELEVATION
BRIDGE NO. 341

SHEET NO. SB-1
 DRAWING NO. 58 OF 79

GENERAL NOTES:

THE CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM THE CONTRACT PLANS FOR CONSTRUCTION PURPOSES. SCALES SHOWN ARE FOR INFORMATION ONLY.

NO CONSTRUCTION JOINTS, EXCEPT THOSE SHOWN ON THE PLANS, WILL BE ALLOWED UNLESS APPROVED BY THE ENGINEER.

PLAN DIMENSIONS AND DETAILS RELATIVE TO EXISTING STRUCTURE HAVE BEEN TAKEN FROM EXISTING PLANS AND ARE SUBJECT TO NOMINAL CONSTRUCTION VARIATIONS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY SUCH DIMENSIONS AND DETAILS IN THE FIELD AND MAKE NECESSARY APPROVED ADJUSTMENTS. PRIOR TO CONSTRUCTION OR ORDERING OF MATERIALS, SUCH VARIATIONS SHALL NOT BE CAUSE FOR ADDITIONAL COMPENSATION FOR A CHANGE IN THE SCOPE OF WORK, HOWEVER, THE CONTRACTOR WILL BE PAID FOR THE QUANTITY ACTUALLY FURNISHED AND ACCEPTED BY THE ENGINEER, AT THE UNIT PRICE FOR THE WORK.

THE CONTRACTOR MAY REQUEST COPIES OF THE EXISTING CONSTRUCTION PLANS THAT ARE CURRENTLY ON FILE WITH THE ILLINOIS TOLLWAY. THE REQUEST SHALL BE IN WRITING WITH THE UNDERSTANDING THAT ANY REPRODUCTION COSTS WILL BE AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE ILLINOIS TOLLWAY.

IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO STARTING CONSTRUCTION. CONTRACT J.U.L.I.E. AT 1-800-892-0123 AND THE AUTHORITY.

THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE REINFORCEMENT BARS AND PPC BEAMS WHICH ARE TO REMAIN IN PLACE. ANY DAMAGE TO THE REINFORCEMENT BARS OR PPC BEAMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTORS EXPENSE.

WHENEVER ANY MATERIAL IS DEPOSITED INTO A DRAINAGE SYSTEM OR DRAINAGE STRUCTURES, THE DEPOSITED MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE SYSTEMS AND STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS DEPOSITED DURING THE VARIOUS CONSTRUCTION OPERATIONS. THE WORK SPECIFIED ABOVE WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCLUDED IN THE COST OF CLEANING OF EXISTING SCUPPERS AND DRAIN PIPES.

EXISTING REINFORCEMENT WHICH IS TO BE INCORPORATED INTO THE NEW CONSTRUCTION SHALL BE BLAST CLEANED TO GRAY METAL, STRAIGHTENED (WITHOUT HEATING), AND CUT TO FIT. COST OF WHICH SHALL BE INCLUDED WITH "STRUCTURAL REPAIR OF CONCRETE" OR "POLYMER MODIFIED PORTLAND CEMENT MORTAR."

MATERIALS

ALL MATERIALS USED FOR THIS PROJECT SHALL CONFORM TO IDOT MATERIAL SPECIFICATIONS AS DIRECTED ON THE PLANS AND/OR SPECIAL PROVISIONS. SEE SPECIAL PROVISIONS FOR MORE DETAILS.

CAST-IN-PLACE CONCRETE

ALL EXPOSED CONCRETE EDGES SHALL HAVE A 3/4" x 45° CHAMFER, EXCEPT WHERE SHOWN OTHERWISE. CHAMFERS ON VERTICAL EDGES SHALL BE CONTINUED A MINIMUM OF ONE FOOT BELOW FINISHED GROUND LEVEL.

REPAIR QUANTITIES

THE LOCATION AND EXTENT OF REPAIR ITEMS ARE BASED ON VISUAL OBSERVATIONS MADE DURING FIELD INSPECTIONS AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE LOCATION, EXTENT OF REPAIR AND QUANTITY OF REPAIR SHALL BE VERIFIED BY THE FIELD ENGINEER.

IT IS THE CONTRACTORS RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS BEFORE BIDDING ON THE PROJECT, ESPECIALLY, AS THEY RELATE TO LUMP SUM ITEMS.

BILL OF MATERIAL

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT	SUPER	△ SUB	ESTIMATED QUANTITY	RECORDED QUANTITY
•	JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	52		52	
•	JT503100	FIBER WRAP REPAIR	SQ FT	343		343	
•	X0900022	BRIDGE DRAINAGE SYSTEM REPAIR	FOOT	10		10	

FIBER WRAP NOTES:

- REPAIRS SHOWN ARE BASED ON FIELD INSPECTION. CONDITIONS IN FIELD MAY HAVE CHANGED. VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO ORDERING ANY MATERIAL OR COMMENCEMENT OF ANY ORDER.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO WORK AROUND EXISTING UTILITIES IN THE FIBER WRAP REPAIR AREA.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY PROTRUSION IN THE CONCRETE IN THE FIBER WRAP REPAIR AREA.
- REPAIR METHOD FOR DELAMINATION AND/OR SPALL SHALL REQUIRE POLYMER MODIFIED PORTLAND CEMENT MORTAR REPAIR OR STRUCTURAL REPAIR OF CONCRETE AS INDICATED PRIOR TO FIBER WRAP REPAIR.
- SURFACE MUST BE CLEAN, SOUND AND DRY. REMOVE DUST, LAITANCE, GREASE, CURING COMPOUNDS, IMPREGNATION'S, WAXES, FOREIGN PARTICLES, DISINTEGRATED MATERIALS, AND OTHER BOND INHIBITING MATERIALS FROM THE SURFACE.
- EXISTING UNEVEN SURFACES MUST BE FILLED WITH AN APPROPRIATE POLYMER CONCRETE.
- PRIOR TO PLACING THE FIBER WRAP MATERIAL, THE CONCRETE SURFACE IS TO BE SANDBLASTED AND CLEANED.
- BEAM CORNERS SHALL BE ROUNDED TO AT LEAST 3/4" RADIUS AND SMOOTHED TO A SURFACE FINISH PRIOR TO APPLICATION OF FIBERS.
- SYSTEM IS A VAPOR BARRIER. DON'T ENCAPSULATE CONCRETE IF ANY SURFACE MOISTURE IS PRESENT.
- CARBON FABRIC IS NON-REACTIVE. HOWEVER, CAUTION MUST BE USED WHEN HANDLING SINCE A FINE "CARBON DUST" MAY BE PRESENT ON THE SURFACE. GLOVES AND PROTECTIVE FACE MASKS MUST, THEREFORE, BE WORN TO PROTECT AGAINST ANY RESPIRATORY PROBLEMS AND SKIN IRRITATION. WRAP THE IDENTIFIED GRIDERS WITH THE SPECIFIED NUMBER OF WRAPS AS INDICATED ON SHEET SB-4.
- FOR BEAM REPAIR DETAILS, SEE SHEET SB-4.
- GENERAL INSTALLATION PROCEDURES ARE GIVEN IN THE SPECIAL SPECIFICATIONS, "FIBER WRAP REPAIR".
- THE CONTRACTOR IS RESPONSIBLE TO REMOVE AND RELOCATE EXISTING UTILITIES INTERFERING WITH THE WORK.

PLOT DRIVER: SPIDRWS
 PLOT DATE: 10/06/2020 10:51:00
 PLOT TIME: 5:10:00
 PLOT NAME: SB-2
 PLOT SIZE: 3500x4500
 PLOT SCALE: 1/8"=1'-0"

100% FINAL	DESIGNED BY: ECS	DATE: 10/06/2020
	DRAWN BY: DR	DATE: 10/06/2020
	CHECKED BY: EKM	DATE: 10/06/2020



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

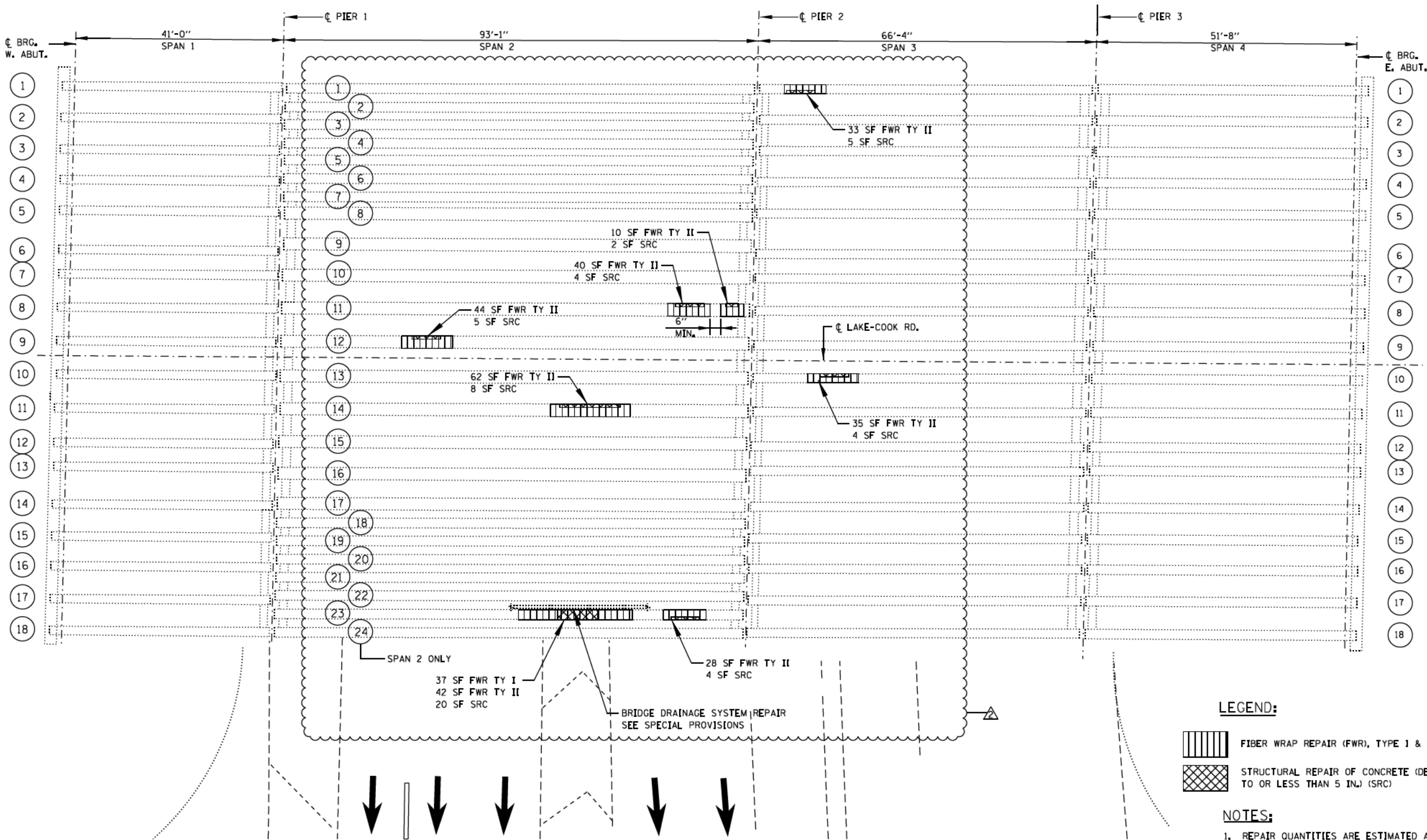
REVISIONS		
NO.	DATE	DESCRIPTION
1	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R

GENERAL NOTES
BRIDGE NO. 341



SHEET NO.
SB-2

DRAWING NO.
59 OF 79



FRAMING PLAN

LEGEND:

-  FIBER WRAP REPAIR (FWR), TYPE I & II
-  STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.) (SRC)

NOTES:

1. REPAIR QUANTITIES ARE ESTIMATED ACTUAL SIZE AND LOCATION OF REPAIR AREAS SHALL BE VERIFIED BY THE FIELD ENGINEER.
2. SEE SHEET NO. SB-4 FOR BEAM REPAIR DETAILS.
3. THE CONTRACTOR SHALL USE EXTREME CARE DURING CONCRETE REMOVAL SO AS NOT TO DAMAGE THE PPC I-BEAMS.
4. THE EXISTING CONCRETE SURFACE SHALL BE CLEANED AND PREPARED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
5. ALL EXPOSED PRESTRESSING STRANDS SHALL BE CLEANED IN ACCORDANCE WITH THE SPECIAL PROVISIONS. REQUIREMENTS FOR SUPPLEMENTAL REPLACEMENT ARE NOT REQUIRED. BROKEN OR FRAYED STRANDS SHALL BE CUT.

BILL OF MATERIAL		
ITEM	UNIT	QUANTITY
STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	52
FIBER WRAP REPAIR	SQ FT	343
BRIDGE DRAINAGE SYSTEM REPAIR	FOOT	10

PLOT DRIVER: SPIDRVS
 PLOT DATE: 10/06/2020
 PLOT TIME: 10:05
 PLOT BY: STIMES
 PLOT NAME: SB-3
 PLOT SCALE: 1/8"=1'-0"

MILESTONE: 100% FINAL	DESIGNED BY: ECS	DATE: 10/06/2020
	DRAWN BY: DR	DATE: 10/06/2020
	CHECKED BY: EKM	DATE: 10/06/2020

COLLINS ENGINEERS INC.



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

REVISIONS		
NO.	DATE	DESCRIPTION
1	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R

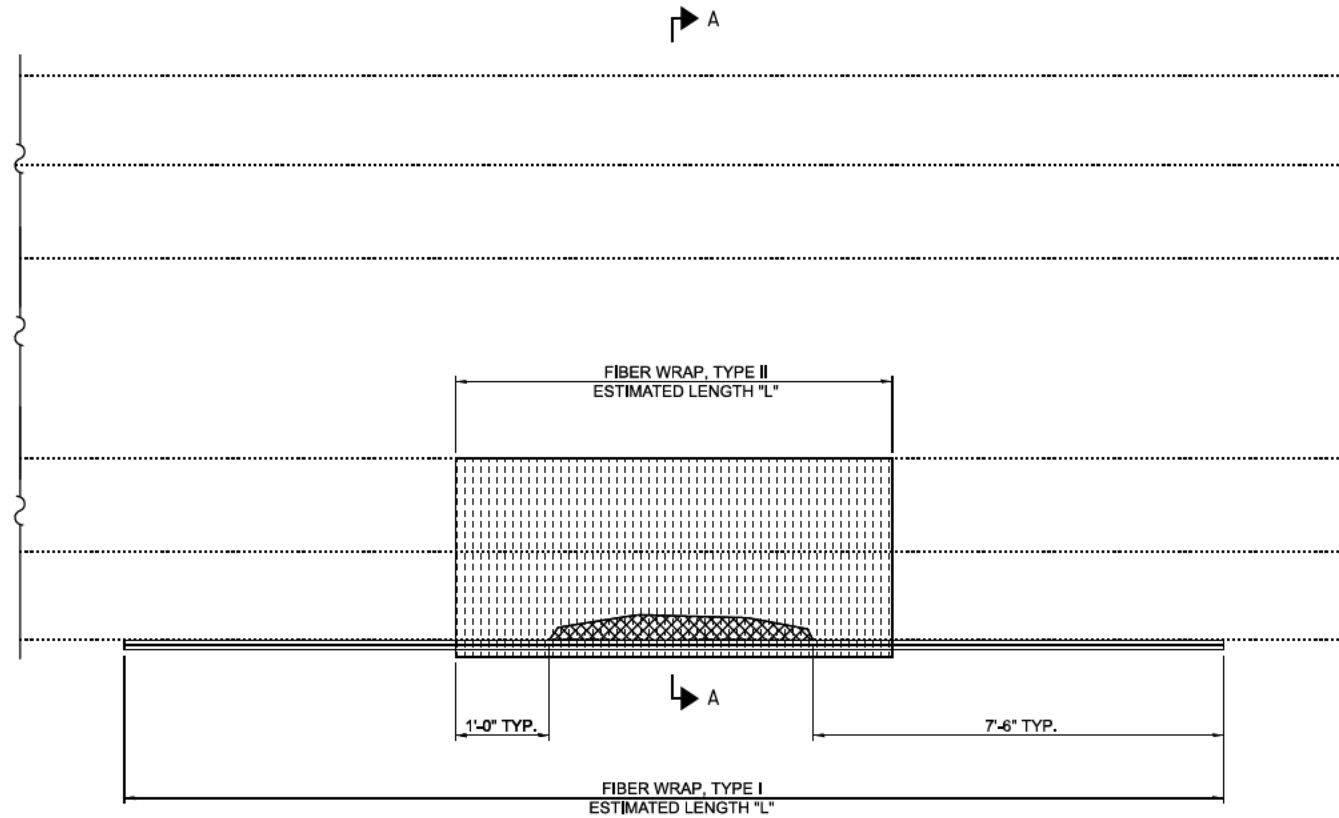
**FRAMING PLAN
 BRIDGE NO. 341**

SHEET NO.

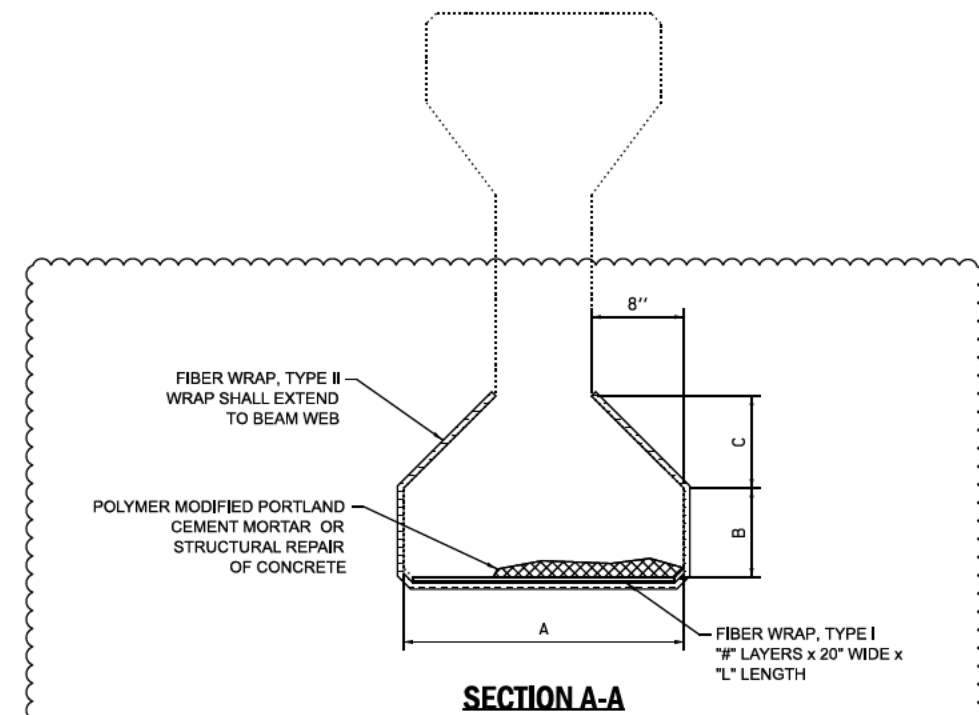
SB-3

DRAWING NO.

60 OF 79



PPC BEAM ELEVATION






SECTION A-A

REPAIR TABLE

SPAN	BEAM	TYPE	L	#	A	B	C
2	11	II	6'-0"	1	2'-4"	9"	1'-0"
			4'-0"	1	2'-4"	9"	1'-0"
2	12	II	7'-0"	1	2'-4"	9"	1'-0"
2	14	II	10'-0"	1	2'-4"	9"	1'-0"
2	23	II	9'-0"	1	1'-10"	6"	8"
		I	22'-0"	4			
2	23	II	6'-0"	1	1'-10"	6"	8"
3	1	II	7'-0"	1	1'-10"	6"	8"
3	10	II	6'-0"	1	2'-0"	9"	1'-0"

LEGEND:

-  FIBER WRAP REPAIR, TYPE I
-  FIBER WRAP REPAIR, TYPE II SHOWING DIRECTION OF PRIMARY FIBER
-  POLYMER MODIFIED PORTLAND CEMENT MORTAR OR STRUCTURAL REPAIR OF CONCRETE

PLOT DRIVER: SPIDRWS
 PLOT DATE: 10/06/2020
 PLOT TIME: 10:06:20
 PLOT BY: STIMES
 PLOT NAME: SB-4

100% FINAL	DESIGNED BY: ECS	DATE: 10/06/2020
	DRAWN BY: DR	DATE: 10/06/2020
	CHECKED BY: EKM	DATE: 10/06/2020

COLLINS ENGINEERS INC.



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

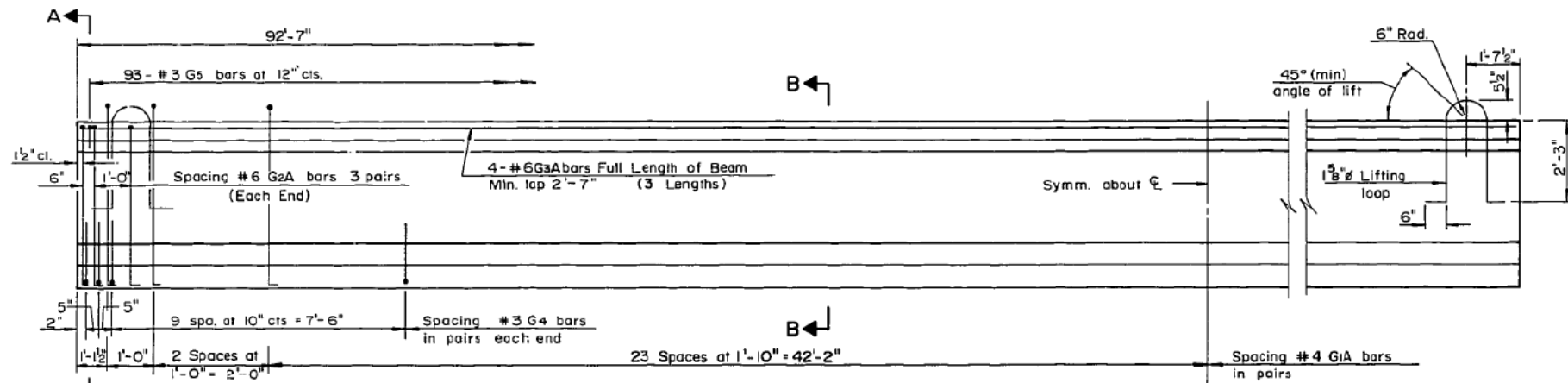
REVISIONS		
NO.	DATE	DESCRIPTION
1	12/9/2020	ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R

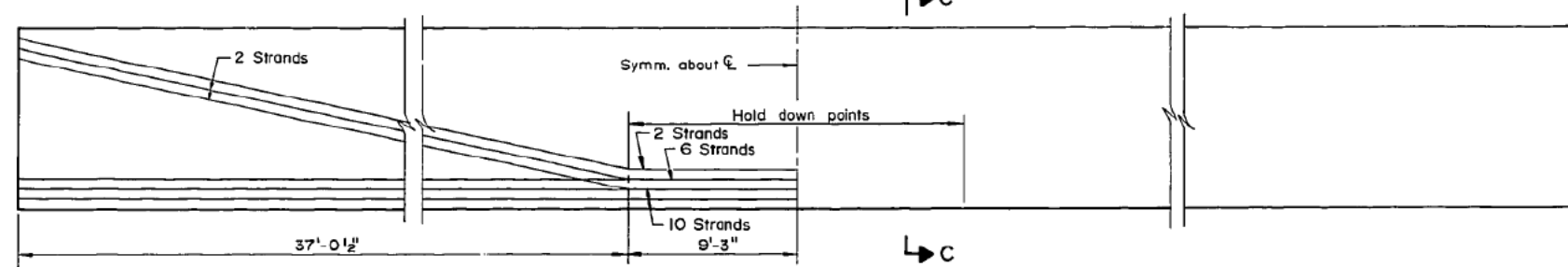
**REPAIR DETAILS
 BRIDGE NO. 341**

SHEET NO. SB-4

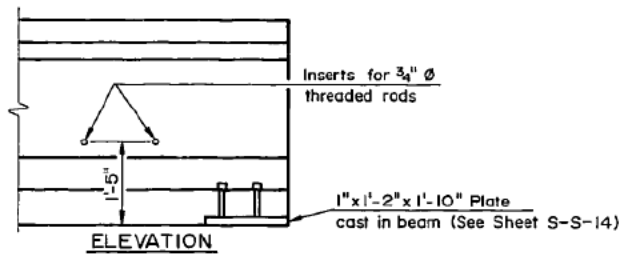
DRAWING NO. 61 OF 79



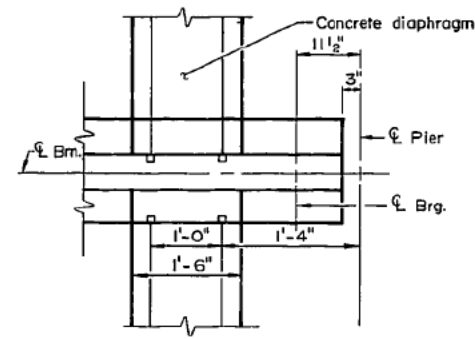
ELEVATION OF BEAMS
(Showing Reinforcement & Dimensions)



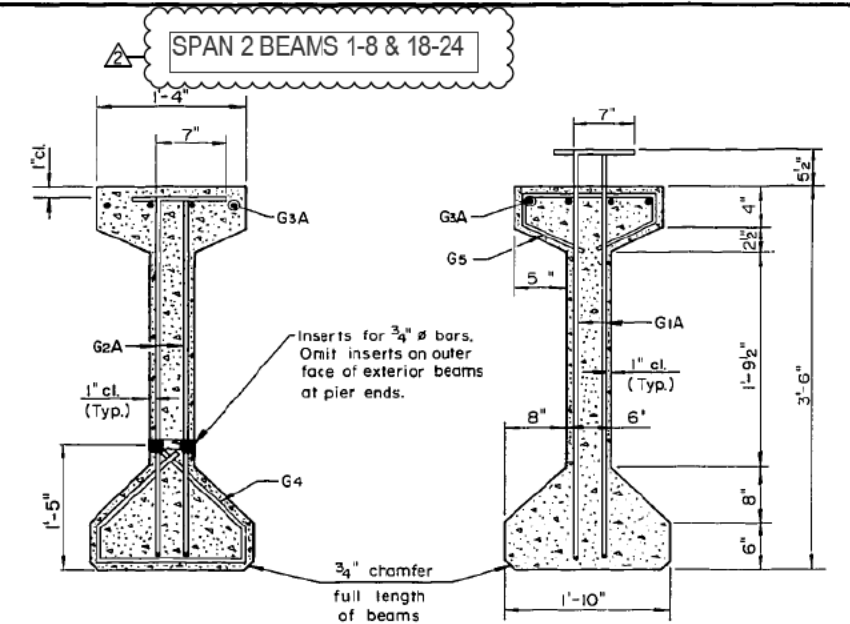
ELEVATION OF BEAMS
(Showing Prestressed Steel)



ELEVATION

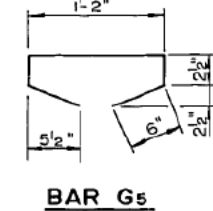


PLAN GIRDER AT PIER END
(TYPICAL)

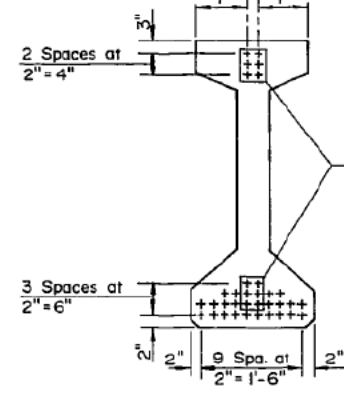


SECTION A-A

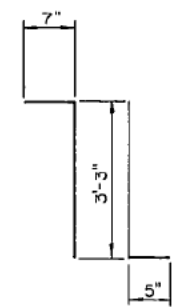
SECTION B-B



BAR G5



BAR G1A



BAR G2A

SECTION C-C

***BAR LIST**

Bar	No.	Size	Length	Shape
G1A	106	#4	4'-11 1/2"	7 L
G2A	12	#6	4'-3"	7 L
G3A	12	#6	32'-9"	
G4	48	#3	3'-3 1/2"	L
G5	93	#3	2'-7"	C

*For one beam only

BILL OF MATERIAL

Item	Unit	Total
Prestressed Concrete Beams and Girders, Manufactured, Delivered and Erected (42")	Lin. Ft.	1,297

NOTES

All inserts and threaded dowel rods for inserts, reinforcing and Prestressing Steel, and other items which are cast into the Precast Concrete Beams shall be included in the contract unit price per linear foot of "Prestressed Concrete Beams and Girders, Manufactured Delivered and Erected (42").

Insert for 3/4" threaded dowel rods are to be two strut, single coil, flared loop type. Prestressing steel shall be non-galvanized high strength, low relaxation 7 wire strand, Grade 270.

The nominal diameter shall be 1/2" and the nominal cross-sectional area shall be 0.153 sq. in.

Non-prestressing steel shall conform to AASHTO designation M-31, M-42 or M-53 Grade 60.

Steel for lifting loops shall be non-deformed bars fy= 40,000 psi. Required release strength, f'ci, shall be 5,000 psi.

FOR INFORMATION USE ONLY

S-S-11

DRAWN... E.S. DATE... NOV 1988
CHECKED... G.B.M. SCALE... NO SCALE

MTA, INCORPORATED
CONSULTING ENGINEERS
CHICAGO - SPRINGFIELD - INDIANAPOLIS

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
EAST-WEST TOLLWAY AND MIDWEST ROAD
OAK BROOK, ILLINOIS 60521

REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT GRE 85-343
LAKE-COOK RD. OVER TRI-STATE TOLLWAY
STRUCTURE NO. 341 MP 52.9
BEAM DETAILS-SPAN 2

DRAWING NO.
...99... OF 319...

100% FINAL

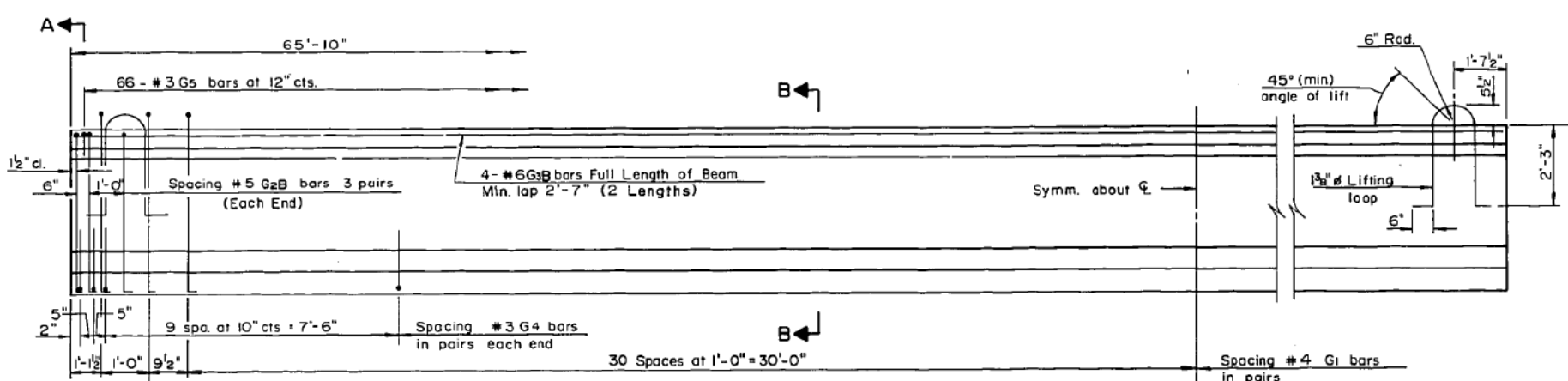
COLLINS ENGINEERS INC.

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

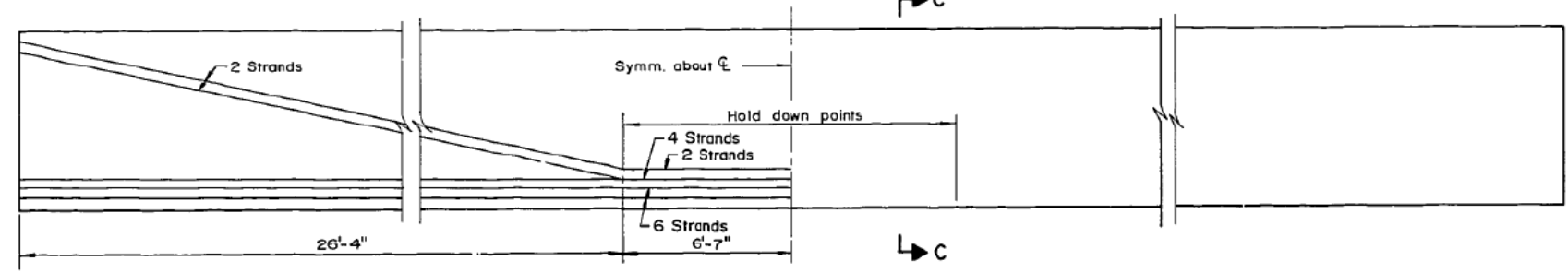
REVISIONS		
NO.	DATE	DESCRIPTION
12/9/2020		ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
EXISTING PLANS
BRIDGE NO. 341

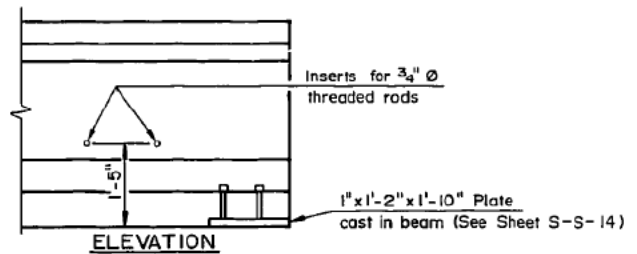
SHEET NO.
SB-5
DRAWING NO.
62 OF 79



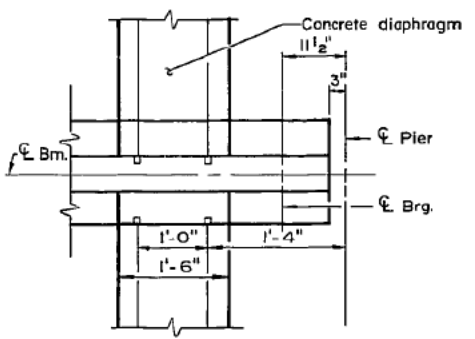
ELEVATION OF BEAMS
(Showing Reinforcement & Dimensions)



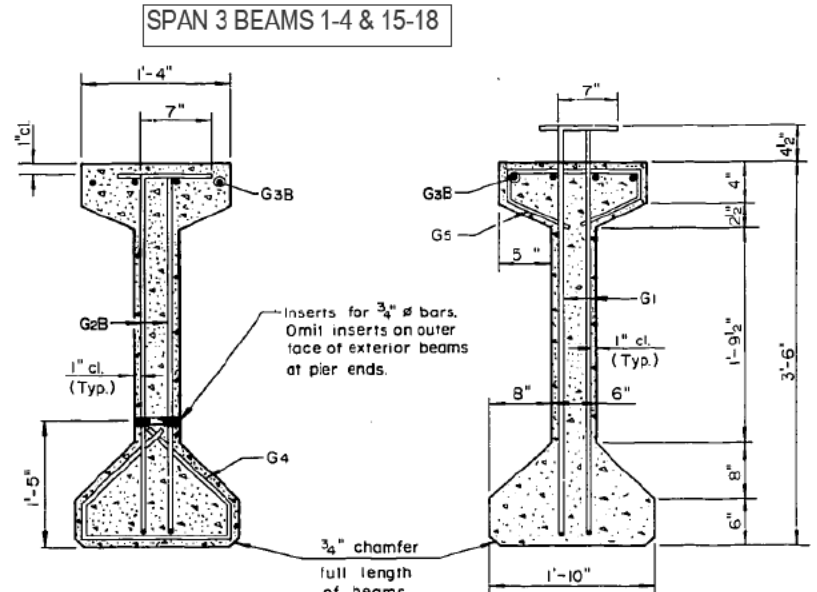
ELEVATION OF BEAMS
(Showing Prestressed Steel)



ELEVATION

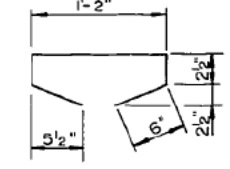


PLAN GIRDER AT PIER END
(TYPICAL)

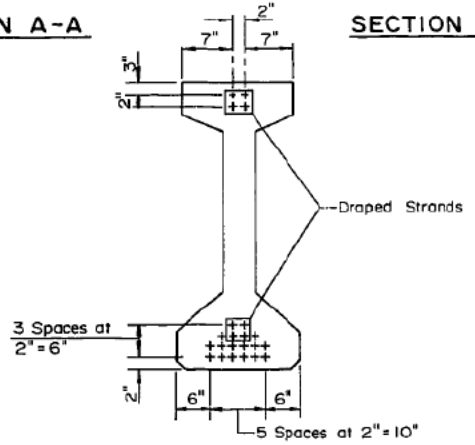


SECTION A-A

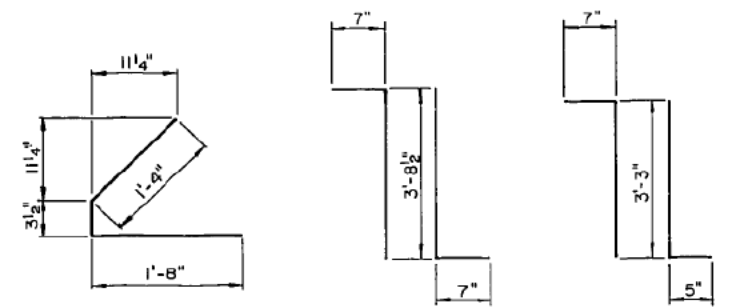
SECTION B-B



BAR G5



SECTION C-C



BAR G4

BAR G1

BAR G2B

NOTES

All inserts and threaded dowel rods for inserts, reinforcing and Prestressing Steel, and other items which are cast into the Precast Concrete Beams shall be included in the contract unit price per lineal foot of "Prestressed Concrete Beams and Girders, Manufactured, Delivered, and Erected (42 in.)."

Insert for 3/4" threaded dowel rods are to be two strut, single coil, flared loop type.

Prestressing steel shall be non-galvanized high strength, low relaxation 7 wire strand, Grade 270.

The nominal diameter shall be 1/2" and the nominal cross-sectional area shall be 0.153 sq. in.

Non-prestressing steel shall conform to AASHTO designation M-31, M-42 or M-53 Grade 60.

Steel for lifting loops shall be non-deformed bars fy = 40,000 psi. Required release strength, f'ci, shall be 4,000 psi.

*** BAR LIST**

Bar	No.	Size	Length	Shape
G1	130	#4	4'-10 1/2"	7L
G2B	12	#5	4'-3"	7L
G3B	8	#6	34'-3"	
G4	48	#3	3'-3 1/2"	L
G5	66	#3	2'-7"	C

* For one beam only

BILL OF MATERIAL

Item	Unit	Total
Prestressed Concrete Beams and Girders, Manufactured, Delivered, and Erected (42")	L.in. Ft.	527

FOR INFORMATION USE ONLY

S-S-12

DRAWN... E.S.
CHECKED... C.B.M.
DATE... NOV. 1988...
SCALE NO SCALE

MTA, INCORPORATED
CONSULTING ENGINEERS
CHICAGO - SPRINGFIELD - INDIANAPOLIS

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
EAST-WEST TOLLWAY AND MIDWEST ROAD
OAK BROOK, ILLINOIS 60521

REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT GRE 85-343
LAKE-COOK RD. OVER TRI-STATE TOLLWAY
STRUCTURE NO. 341 M.P. 52.9
BEAM DETAILS-SPAN 3

DRAWING NO.
...100 OF 319...

100% FINAL

COLLINS ENGINEERS

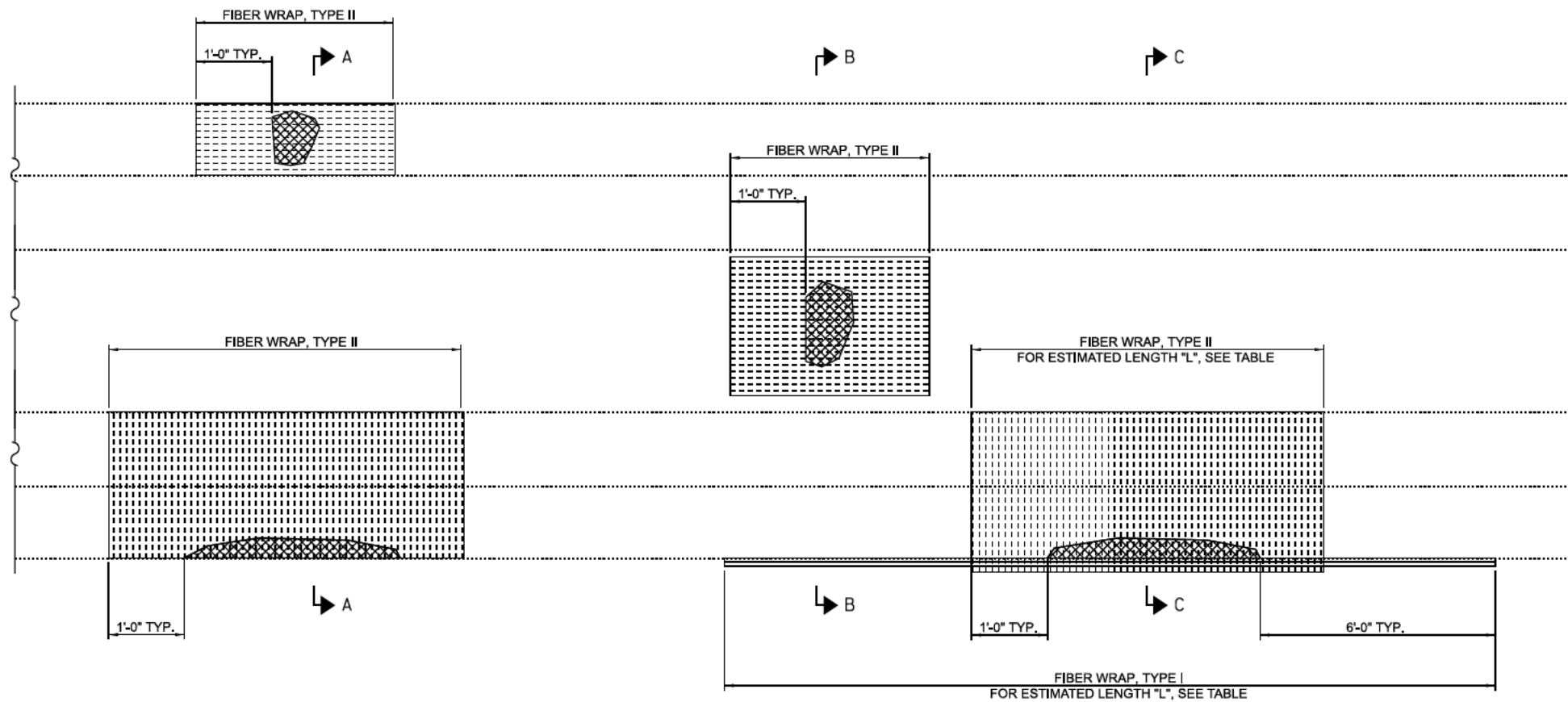
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE,
ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION
12/9/2020		ADDENDUM NO. 2

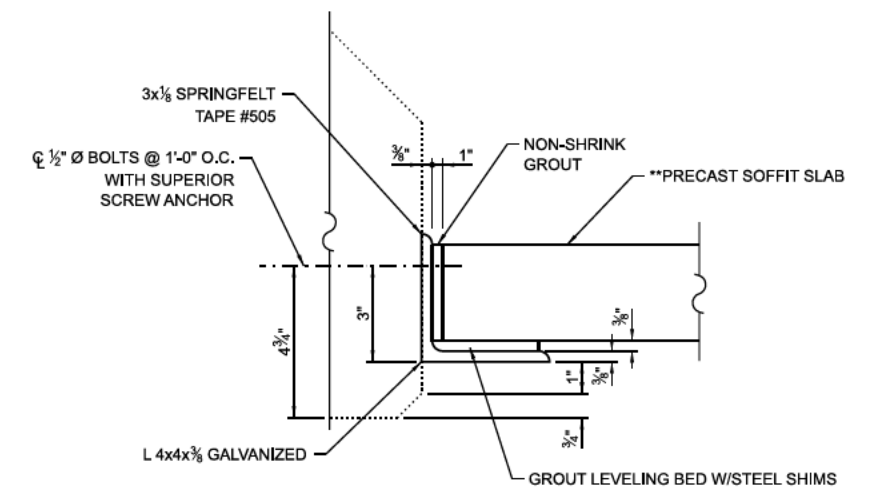
CONTRACT NO. RR-20-4538R
EXISTING PLANS II
BRIDGE NO. 341

SHEET NO.
SB-6
DRAWING NO.
62A OF 79

PLOT DRIVER: SPIDRVS
 PLOT DATE: 10/06/2020
 PLOT TIME: 10:00 AM
 PLOT SCALE: 1/8"=1'-0"
 PLOT SHEETS: 1/1



BEAM ELEVATION
EXTERIOR BEAM SHOWN, INTERIOR BEAM SIMILAR

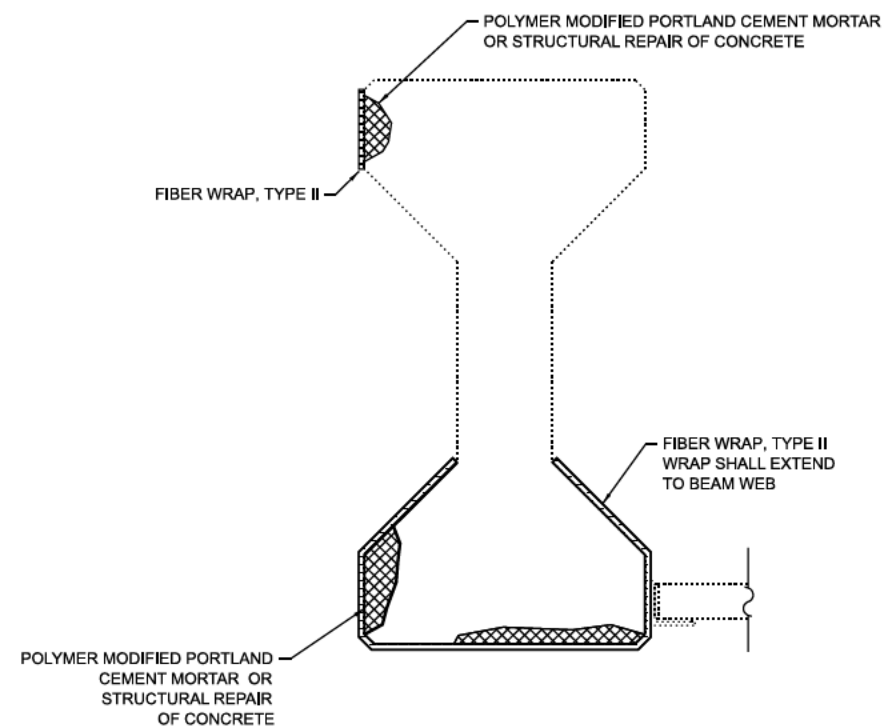


DETAIL AT SOFFIT SLAB

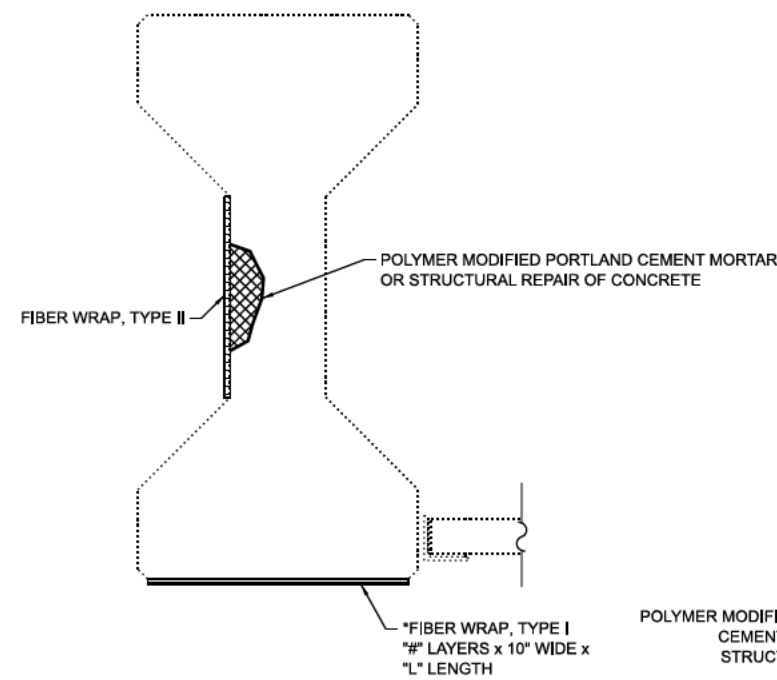
**PRECAST SOFFIT SLAB AND CONNECTION ANGLE TO BE REMOVED, CLEANED (GROUT REMOVED), STORED, AND REINSTALLED AS REQUIRED TO FACILITATE BEAM REPAIRS, NEW SCREW ANCHORS AND GROUT SHALL BE USED. COST INCLUDED WITH FIBER WRAP REPAIR.

REPAIR TABLE

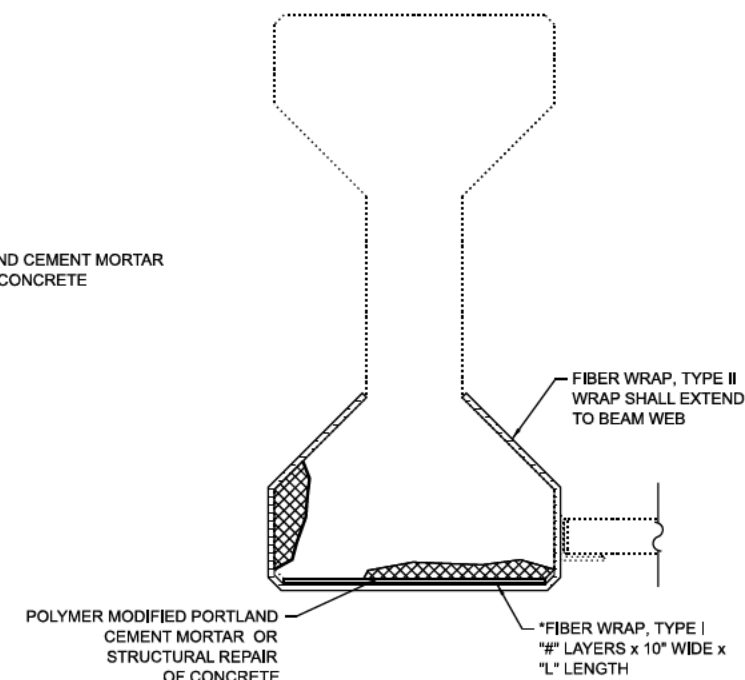
SPAN	BEAM	TYPE	L	#
1	1	II	29'-0"	1
1	11	II	3'-0"	1
2	1	II	17'-0"	1
2	1	II	14'-0"	1
2	2	I	38'-0"	1
2	2	II	28'-0"	1
2	3	II	11'-0"	1
2	4	II	12'-0"	1
2	5	II	8'-0"	1
2	6	II	28'-6"	1
2	11	I	62'-6"	1
2	11	II	52'-6"	1



SECTION A-A



SECTION B-B



SECTION C-C

LEGEND:

- FIBER WRAP REPAIR, TYPE I
- FIBER WRAP REPAIR, TYPE II SHOWING DIRECTION OF PRIMARY FIBER
- POLYMER MODIFIED PORTLAND CEMENT MORTAR OR STRUCTURAL REPAIR OF CONCRETE

PLOT DRIVER: SPIDRWS
 PLOT FILE: C:\PLOT\PLT
 PLOT DATE: 10/06/2020
 PLOT TIME: 10:06:00
 PLOT BY: EKM
 PLOT NAME: BRIDGE_4070

MILESTONE:	DESIGNED BY:	DATE:
100% FINAL	ECS	10/06/2020
	DRAWN BY:	DATE:
	DR	10/06/2020
	CHECKED BY:	DATE:
	EKM	10/06/2020

COLLINS ENGINEERS INC.

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

REVISIONS	
NO.	DESCRIPTION
1	12/9/2020 ADDENDUM NO. 2

CONTRACT NO. RR-20-4538R
REPAIR DETAILS
BRIDGE NO. 4070

SHEET NO. SC-4
 DRAWING NO. 66 OF 79

**ADDENDUM NO. 2
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-20-4538R
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Question #1:

When will prospective bidders be allowed site access at the Lake Forrest Oasis to view and determine what utilities, in the space above the existing Precast Soffit Slabs, will require removal and replacement for the proposed Fiber Wrap Repair?

Response #1:

According to as-built drawing ABS_MIP-93-588_R_P5-20080807, which is included in the reference under drawings available for download in the Tollway Bid Room, there are various utilities located in the space above the existing Precast Soffit Slabs, but it is not anticipated that any utilities are located on the soffit slab itself. The utilities shown on asbuilts are supported via hangers from the top slab panels or alternate means above the soffit slab. It is believed that proposed repairs could be performed without impacting utilities, but this cannot be guaranteed, since the existing utilities have not been verified. Additional repairs might be required as mentioned in the general notes sheet. It is contractor's responsibility to verify all the areas to be repaired along with existing utilities, which are to be protected and supported during construction. A site visit to inspect the utilities is not planned prior to bid opening as the as-builts provide reference information regarding existing conditions. During construction, field visits will be coordinated by the Tollway with oases management. In case, any utilities are discovered during construction to be in a way of the proposed repairs and have to be relocated or would require custom support as determined by an engineer, the contractor would be reimbursed on a force account basis for any utility relocations or special supports provided.

Question #2:

How will the contractor access space above the existing Precast Soffit Slabs prior to their removal to allow for any utility relocation and facilitate the removal and reinstallation of the existing Precast Soffit Slabs?

Response #2:

As stated in the response to Question #1 it is not anticipated that utilities are attached to soffit slabs, therefore the removal of soffit slabs should commence first in order to access space above and perform the required repairs. In case, any utilities are discovered during construction to be in a way of the proposed repairs and have to be relocated or would require custom support as determined by an engineer, the contractor would be reimbursed on a force account basis for any utility relocations or special supports provided.

Question #3:

Please provide details, locations, and methods of support of any existing utilities above the existing Precast Soffit Slabs an the existing floor of the Lake Forest Oasis.

Response #3:

As stated in the response to Question #1 it is not anticipated that utilities are attached to soffit slabs. The utilities shown on asbuilts are supported via hangers from the top slab panels or alternate means above the soffit slabs. After the removal of soffit slabs, the contractor shall verify all the areas to be repaired and the existing utilities. It is believed that proposed repairs could be performed without impacting utilities, but this cannot be guaranteed, since the existing utilities have not been verified. All of the existing utilities, shall be protected and supported during construction by the contractor. In case, any utilities are discovered during construction to be in a way of the proposed repairs and have to be relocated or would require custom support as determined by an engineer, the contractor would be reimbursed on a force account basis for any utility relocations or special supports provided.

Question #4:

Is there work on the bridges and Oasis Bridge intended to close lane during the day or night.

Response #4:

All of the repairs are to be performed from the Tollway ROW. Maintenance of Traffic plans and specifications are included showing maintenance of traffic layout and specifying allowable Tollway lane closure hours. No work is anticipated on the Lake Cook and Forest Oasis bridges that would require lane closures outside Tollway ROW.

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-20-4538R
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 11/16/2020

For which proposals will be received by the Illinois State Toll Highway Authority through electronic bidding via BidBuy until 10:30:00 A.M. local time, **December 10, 2020**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. Revised Advertisement page A-1R accompanies this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on **November 12, 2020** are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE ADVERTISEMENT FOR SEALED BID

Change #1 Contract Requirements, Volume I, replace page A-1 with page A-1R (attached). This replacement contains the following revisions:

- 1.1. Revised the Illinois Tollway email address to which the questions pertaining to the intent of the contract documents may be sent to: 5703D.4538R_Questions@docs.e-builder.net
- 1.2. Revised the date the questions pertaining to the intent of the contract documents shall be received by the Illinois Tollway to be no later than 2:00 pm local time on November 25, 2020.

END OF ADDENDUM CHANGES

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and information for

CONTRACT NO: RR-20-4538R

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy, the State of Illinois eProcurement System, until **10:30:00 a.m., local time, December 10, 2020**. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room: www.illinoistollwaybidding.com.

For assistance with registration in BidBuy or submitting electronic bids, please contact the BidBuy Vendor Help Desk at: il.bidbuy@illinois.gov and /or phone: 866-455-2897.

The optional pre-bid meeting will be held through WebEx on November 12, 2020 at 10:00 a.m., local time. The WebEx link information is listed on A-2 page.

The work to be done under this contract shall be started on or about March 22, 2021. All work under this contract shall be completed by August 13, 2021. The location of services to be performed on the Tri-State Tollway (I-94) from M.P. 11.6 Belvidere Road (IL 120) in the City of Waukegan located in the Lake County, Illinois to M.P. 25.28 Lake Cook Road in the Northfield Township located in the Cook County, Illinois. (Lake and Cook). The scope of the work shall consist of: Constructing non-crashworthy noise wall; proposed underdrain trench behind retaining wall with underdrain outlets discharging to the existing drainage ditch; Cleaning drainage structures and the ditch; landscape and temporary erosion/sedimentation control measures, topsoil and seeding; Lake Cook Road Bridge repairs; Lake Forest Oasis Bridge repairs; and maintenance of traffic.

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

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

Joint Ventures shall be limited to no more than three (3) individually IDOT pre-qualified members.

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the contract documents. Copies of the plan's 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. 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 IDOT 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 5703D.4538R_Questions@docs.e-builder.net, to be received no later than 2:00 p.m. local time on November 25, 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%) percent 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 Tollway reserves the right to reject any and all bids, to waive technicalities, or cancel the solicitation.

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

DATE: November 5, 2020

Manage Registrations: Contract RR-20-4538R and RR-20-4547 Optional Pre-Bid Meeting

[English : Chicago Time](#)

Event on Thursday, November 12, 2020 10:00 am

Pending (0)	Approved (19)	Rejected (0)	All (19)	
Maximum registrations allowed: 10000 Total registrations: 19				
First Name	Last Name	Email Address	Registration Date & Time ▲	Status
Emily	Longo	[REDACTED]	11/9/20 9:35 am	Approved
Alan	Forsgren	alan@forsgrenconstruction.com	11/10/20 6:07 pm	Approved
Donald	Barratt	dinobarrat@cs.com	11/10/20 7:50 pm	Approved
Veronica	Sifuentes	veronicasifuentes@reyesgroup.com	11/11/20 8:08 am	Approved
Jorge	Castellon	jcastellon@dndelectric.com	11/11/20 10:56 am	Approved
Bryan	Wynn	bwynn@pace-systems.com	11/11/20 1:49 pm	Approved
Arlene	Dillard	acdillard.ecntrc@gmail.com	11/11/20 3:44 pm	Approved
Patty	Ross	pross@getipass.com	11/12/20 7:52 am	Approved
Christie	Maday	cmaday@utilitydynamicscorp.com	11/12/20 8:49 am	Approved
Frank	Fratto	ffratto@getipass.com	11/12/20 9:53 am	Approved
Adam	McKnight	adamm@skilledemand.com	11/12/20 9:54 am	Approved
James	Kowalewski	jkowalewski@fhpaschen.com	11/12/20 9:55 am	Approved
Carlos	Tibbs	ct bbs@getipass.com	11/12/20 9:59 am	Approved
Brett	Bilina	bbilina@getipass.com	11/12/20 10:02 am	Approved
Daphne	Joseph	daphnej@skilledemand.com	11/12/20 10:03 am	Approved
timothy	coleman	tjcoleman@getipass.com	11/12/20 10:05 am	Approved
Vyta	Pelegrimas	vpelegrimas@singhinc.com	11/12/20 10:05 am	Approved
William	Rausch	wmrausch@rausch.llc	11/12/20 10:07 am	Approved
Lori	Ward	[REDACTED]	11/12/20 10:11 am	Approved

Go Back

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TEMPORARY PAVEMENT MARKING (BDE)	BDE-2
POLYMER MODIFIED PORTLAND CEMENT MORTAR	GBSP-1

PART I - INSTRUCTIONS

Bid Schedule and Information

A-1

Construction Bid Checklist

CL-1 – CL-3

Instruction and information to Bidders

I-1 – I-10

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and information for

CONTRACT NO: RR-20-4538R

Electronic submissions for the above numbered contract as described below will be received by the Illinois Tollway via BidBuy, the State of Illinois eProcurement System, until **10:30:00 a.m., local time, December 18, 2020**. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room: www.illinoistollwaybidding.com.

For assistance with registration in BidBuy or submitting electronic bids, please contact the BidBuy Vendor Help Desk at: il.bidbuy@illinois.gov and /or phone: 866-455-2897.

The optional pre-bid meeting will be held through WebEx on November 12, 2020 at 10:00 a.m., local time. The WebEx link information is listed on A-2 page.

The work to be done under this contract shall be started on or about March 22, 2021. All work under this contract shall be completed by August 13, 2021. The location of services to be performed on the Tri-State Tollway (I-94) from M.P. 11.6 Belvidere Road (IL 120) in the City of Waukegan located in the Lake County, Illinois to M.P. 25.28 Lake Cook Road in the Northfield Township located in the Cook County, Illinois. (Lake and Cook). The scope of the work shall consist of: Constructing non-crashworthy noise wall; proposed underdrain trench behind retaining wall with underdrain outlets discharging to the existing drainage ditch; Cleaning drainage structures and the ditch; landscape and temporary erosion/sedimentation control measures, topsoil and seeding; Lake Cook Road Bridge repairs; Lake Forest Oasis Bridge repairs; and maintenance of traffic.

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

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

Joint Ventures shall be limited to no more than three (3) individually IDOT pre-qualified members.

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

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

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

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DATE: November 5, 2020

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and information for

CONTRACT NO: RR-20-4538R

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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 plan's 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. 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 IDOT 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 5703D.538RCQuestions@docs.e-builder.net, to be received no later than 2:00 p.m. local time on November 20, 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%) percent 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 Tollway reserves the right to reject any and all bids, to waive technicalities, or cancel the solicitation.

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

DATE: November 5, 2020

**PRE-BID MEETING
FOR CONTRACT RR-20-4538R
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: 11/05/2020

ANNOUNCEMENT

An optional pre-bid meeting will be held through WebEx on November 12, 2020 at 10:00 a.m., local time.

Complete the registration information to join WebEx. Please include the following:

First Name
Last Name
Email address: (confirm email address)
Phone number
Title and Organization

Thursday, November 12, 2020 at 10:00 a.m., local time | 30 minutes| Central Time (US & Canada)

Event number: 177 813 6039

Password 

Register and join Event:

Video Address: 1778136039@illinois2.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Audio conference: To receive a call back, provide your phone number when you join the event, or call the number below and enter the access code.

US Toll
+1-415-655-0003

Access code: 

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Documents Required with the Bid			
Bidder should use this checklist to ensure that all required documents are completed and included with its bid.			
Required Documents	Reference Volume I	Comments and Important Information	Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more pages)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive. If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Disadvantaged Business Enterprise <ul style="list-style-type: none"> • DBE 2026-Utilization Plan • DBE 2025 (s) • DBE 2023 if needed 	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.	✓
Veteran Small Business Participation and Utilization <ul style="list-style-type: none"> • VOSB 2026-Utilization Plan • VOSB 2025 (s) • VOSB 2023 if needed 	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.	✓
Equal Employment Opportunity EEO 1256	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.	✓
Optional Bid Credit Incentive Program Certificates	Section I #30 Bid Credit Incentive Programs Special Provision	If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information	✓
Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4	Section I-#4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.	✓

Bid Bond, Signature and Corporate Seal	Page 2 and 3 of the "P" Pages	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.	✓
Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.	✓
Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.	✓
Illinois Dept. of Human Rights	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner	✓
Non-Collusion Affidavit	Page R-4	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
IDOT Certificate of Eligibility (If required—See Page A-1)	A-1 & Section I #9	If a Joint Venture, required from each Joint Venture Partner (If required)	✓
Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
Plant and Equipment Questionnaire and Current Contractual Obligations	Section I #9 & Section S	If a Joint Venture, submit for each Joint Venture partner.	✓
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #37	If a Joint Venture, must be submitted for each Joint Venture Partner	✓
State Board of Elections	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner	✓

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

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

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

Before submitting a 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 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.

NOTE: 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>).

All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.

AMENDMENTS TO PREVAILING WAGE LAW

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

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed no later than the 15th of the following month. Note that the Tollway's LCPTracker payroll reporting and monitoring system requires weekly reporting of certified payrolls.
- 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. **AUTHORITY TO TRANSACT BUSINESS UNDER AN ASSUMED NAME**

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

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

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

12. **TAX EXEMPTIONS**

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

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

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

13. **HAUL ROADS**

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

14. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The bidder is required to acknowledge receipt of any addenda issued to the bidder by inserting the addendum number and the issuing date in the space provided in the solicitation.

15. **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 ELECTRONICALLY**

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHF Digital Imaging at: www.illinoistollwaybidding.com.

The schedule of prices is published in spreadsheet format only once when the contract is advertised and is published as a tool to assist bidders with preparation of their bid. Any revisions to the schedule of prices, including addenda, are the responsibility of the bidder and must be included in the bid. It is the bidder's responsibility to provide an accurate bid, which includes verification that the spreadsheet version of the schedule of prices matches the final contract book P-Pages. When submitting the 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 form similar to the contract P-Pages and must be legible. See Page I-1, Item 4 for additional pay item pricing requirements.

P-Pages submittal responses should be submitted in an Excel and PDF format.

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

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

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

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

Cook County Prevailing Wage Rates posted on 9/2/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
CEMENT MASON	All	ALL		47.00	49.00	2.0	1.5	2.0	2.0	15.75	19.73	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION ELECTRICIAN	All	BLD		45.41	48.21	1.5	1.5	2.0	2.0	10.99	13.65	1.25	1.40	0.47
ELECTRIC PWR EQMT OP	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRIC PWR GRNDMAN	All	ALL		42.82	59.90	1.5	1.5	2.0	2.0	9.93	14.37	0.00	2.66	
ELECTRIC PWR LINEMAN	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRICIAN	All	ALL		50.00	53.00	1.5	1.5	2.0	2.0	15.95	17.49	1.25	1.76	1.30
ELEVATOR CONSTRUCTOR	All	BLD		58.47	65.78	2.0	2.0	2.0	2.0	15.73	18.41	4.68	0.63	
FENCE ERECTOR	All	ALL		44.42	46.42	1.5	1.5	2.0	2.0	13.68	15.40	0.00	0.65	
GLAZIER	All	BLD		46.35	47.85	1.5	2.0	2.0	2.0	14.79	22.67	0.00	1.26	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44	
LABORER	All	ALL		44.40	45.15	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
LATHER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		34.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		39.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MILLWRIGHT	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	52.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	2	50.80	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	3	48.25	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	4	46.50	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	5	55.85	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	6	53.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	

OPERATING ENGINEER	All	BLD	7	55.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	6	40.00	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	1	50.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	2	49.75	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	3	47.70	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	4	46.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	5	45.10	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	6	53.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	7	51.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
ORNAMENTAL IRON WORKER	All	ALL		51.63	54.13	2.0	2.0	2.0	2.0	14.23	22.25	0.00	1.25
PAINTER	All	ALL		48.30	54.34	1.5	1.5	1.5	2.0	12.51	14.24	0.00	1.87
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIIVER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92
PLASTERER	All	BLD		45.00	47.70	1.5	1.5	2.0	2.0	15.75	18.14	0.00	1.25
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	16.22	15.60	0.00	1.40
ROOFER	All	BLD		45.45	49.45	1.5	1.5	2.0	2.0	10.88	13.31	0.00	0.91
SHEETMETAL WORKER	All	BLD		46.50	50.22	1.5	1.5	2.0	2.0	12.35	26.53	0.00	0.90
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.65	4.00	0.00	0.00
SPRINKLER FITTER	All	BLD		50.95	53.45	1.5	1.5	2.0	2.0	13.50	16.80	0.00	0.75
STEEL ERECTOR	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95
TRAFFIC SAFETY WORKER	All	HWY		36.75	38.35	1.5	1.5	2.0	2.0	7.95	8.20	0.00	0.75
TRUCK DRIVER	E	ALL	1	38.35	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	2	38.60	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	3	38.80	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	4	39.00	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	W	ALL	1	39.08	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15

TRUCK DRIVER	W	ALL	2	39.23	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TRUCK DRIVER	W	ALL	3	39.43	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TRUCK DRIVER	W	ALL	4	39.63	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TUCKPOINTER	All	BLD		47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94	

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 COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Lake County Prevailing Wage Rates posted on 9/2/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
CEMENT MASON	All	ALL		46.72	48.72	2.0	1.5	2.0	2.0	10.90	25.35	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION TECHNICIAN	All	BLD		39.00	41.80	1.5	1.5	2.0	2.0	12.96	15.53	2.23	0.88	
ELECTRIC PWR EQMT OP	All	ALL		44.61	60.87	1.5	1.5	2.0	2.0	6.50	12.49	0.00	1.01	1.34
ELECTRIC PWR GRNDMAN	All	ALL		34.27	60.87	1.5	1.5	2.0	2.0	6.50	9.60	0.00	0.77	1.03
ELECTRIC PWR LINEMAN	All	ALL		53.63	60.87	1.5	1.5	2.0	2.0	6.50	15.02	0.00	1.21	1.61
ELECTRIC PWR TRK DRV	All	ALL		35.52	60.87	1.5	1.5	2.0	2.0	6.50	9.95	0.00	0.80	1.07
ELECTRICIAN	All	BLD		42.05	46.30	1.5	1.5	2.0	2.0	14.62	22.84	6.00	0.68	
ELEVATOR CONSTRUCTOR	All	BLD		58.47	65.78	2.0	2.0	2.0	2.0	15.73	18.41	4.68	0.63	
FENCE ERECTOR	All	ALL		44.42	46.42	1.5	1.5	2.0	2.0	13.68	15.40	0.00	0.65	
GLAZIER	All	BLD		46.35	47.85	1.5	2.0	2.0	2.0	14.79	22.67	0.00	1.26	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44	
LABORER	All	ALL		44.40	45.15	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
LATHER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		34.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		39.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MILLWRIGHT	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	52.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	2	50.80	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	3	48.25	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	4	46.50	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	5	55.85	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	

OPERATING ENGINEER	All	BLD	6	53.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	BLD	7	55.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	6	40.00	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	1	50.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	2	49.75	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	3	47.70	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	4	46.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	5	45.10	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	6	53.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	7	51.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
ORNAMENTAL IRON WORKER	All	ALL		51.63	54.13	2.0	2.0	2.0	2.0	14.23	22.25	0.00	1.25
PAINTER	All	ALL		48.30	54.34	1.5	1.5	1.5	2.0	12.51	14.24	0.00	1.87
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIIVER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92
PLASTERER	All	BLD		46.59	49.39	1.5	1.5	2.0	2.0	10.90	25.65	0.00	0.50
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	16.22	15.60	0.00	1.40
ROOFER	All	BLD		45.45	49.45	1.5	1.5	2.0	2.0	10.88	13.31	0.00	0.91
SHEETMETAL WORKER	All	BLD		46.50	50.22	1.5	1.5	2.0	2.0	12.35	26.53	0.00	0.90
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.65	4.00	0.00	0.00
SPRINKLER FITTER	All	BLD		50.95	53.45	1.5	1.5	2.0	2.0	13.50	16.80	0.00	0.75
STEEL ERECTOR	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95
TRAFFIC SAFETY WORKER	All	HWY		36.75	38.35	1.5	1.5	2.0	2.0	7.95	8.20	0.00	0.75
TRUCK DRIVER	All	ALL	1	40.29	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15
TRUCK DRIVER	All	ALL	2	40.44	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15
TRUCK DRIVER	All	ALL	3	40.64	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15
TRUCK DRIVER	All	ALL	4	40.84	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15

TUCKPOINTER	All	BLD		47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94	
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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 LAKE 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

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

plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-20-4538R

Bids will be received electronically via BidBuy, the State of Illinois eProcurement system. All Bids must be received by 10:30 a.m., local time December 18, 2020. The system will not accept Bids after the deadline. Bids will be immediately thereafter publicly opened online and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Constructing non-crashworthy noise wall; proposed underdrain trench behind retaining wall with underdrain outlets discharging to the existing drainage ditch; Cleaning drainage structures and the ditch; landscape and temporary erosion/sedimentation control measures, topsoil and seeding; Lake Cook Road Bridge repairs; Lake Forest Oasis Bridge repairs; and maintenance of traffic.

The services will be performed within the: Tri-State Tollway (I-94) from M.P. 11.6 Belvidere Road (IL 120) in the City of Waukegan located in the Lake County, Illinois to M.P. 25.28 Lake Cook Road in the Northfield Township located in the Cook County, Illinois. (Lake and Cook)

The undersigned declares that the Advertisement for 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>11/16/20</u>
Addendum No. <u>2</u>	Date <u>12/9/20</u>
Addendum No. _____	Date _____
Addendum No. _____	Date _____

The undersigned further agrees to furnish all necessary transportation, machinery, equipment, tools, labor and other means of construction; and to do all the work and to furnish all of the materials specified in the contract in the manner and at the times prescribed under the supervision and direction of the 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 \$ Bid Bond 5%, 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-20-4538R**, 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

having principal office at 1306 Marquette Dr, Romeoville IL 60446 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 10th day of December, by its President, thereunto duly authorized.

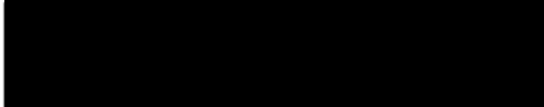
_____ (SEAL)

_____ (SEAL)

Affix Corporate Seal

BY:

or Power of Attorney Where Applicable


Douglass D. Schultz, President

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>Douglass D. Schultz</u>	<u>1306 Marquette Dr, Romeoville IL 60446</u>
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President	Address
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<u>Arthur G. Haggerty</u>	<u>1306 Marquette Dr, Romeoville IL 60446</u>
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Vice-President	Address
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<u>John O'Brien</u>	<u>1306 Marquette Dr, Romeoville IL 60446</u>
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Secretary	Address
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<u>Douglass D. Schultz</u>	<u>1306 Marquette Dr, Romeoville IL 60446</u>
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Treasurer	Address
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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 \$50,000.00. 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-20-4538R as specified in S.P. 103.1

PROPOSAL



Herlihy Mid Continent Company

1306 Marquette Drive

Romeoville IL 60446

Contact: Yordan Ivanov

Phone: 630-378-2797

Fax: 630-378-1002

To: The Illinois State Toll Highway Authority

Contract

RR-20-4538R

Owner:

The Illinois State Toll Highway Authority

Job Name:

Str. Repairs and NAW Construction

Tri-State Tollway (I-94) MP11.6

(Belvidere Rd.) to MP25.28 (Lake Cook

12/18/2020

Phone:

Fax:

Contact:

Email:

Bid Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20100110	TREE REMOV 6-15	30.00	UNIT	35.00	1,050.00
20100210	TREE REMOV OVER 15	40.00	UNIT	42.00	1,680.00
20200100	EARTH EXCAVATION	828.00	CU Y	30.00	24,840.00
20400800	FURNISHED EXCAVATION	122.00	CU Y	20.00	2,440.00
25000400	NITROGEN FERT NUTR	90.00	POUN	3.00	270.00
25000600	POTASSIUM FERT NUTR	270.00	POUN	3.00	810.00
25100630	EROSION CONTR BLANKET	20,166.00	SQ Y	1.00	20,166.00
28000250	TEMP EROS CONTR SEED	218.00	POUN	5.00	1,090.00
70300220	TEMP PVT MK LINE 4	1,000.00	FOOT	0.90	900.00
70600280	IMP ATTN TEMP SUN TL3	1.00	EACH	9,500.00	9,500.00
X0322194	POLY MOD P C MORTAR	246.00	SQ F	165.00	40,590.00
X0900022	BRDG DRAIN SYS REPAIR	10.00	FOOT	400.00	4,000.00
Z0018500	DRAINAGE STR CLEANED	2.00	EACH	800.00	1,600.00
J1211110	TOPSOIL EX & PLACE	1,551.00	CU Y	12.00	18,612.00
J1211124	TOPSOIL FURNISH AND PLACE, 4"	1,915.00	SQ Y	6.25	11,968.75
J1481050	AGG SHLDRS, TY B	28.00	CU Y	165.00	4,620.00
J1481130	AGG SHLDRS W/FF, TY B 4"	30.00	SQ Y	27.00	810.00
J1601300	PIPE UNDERDRAINS, 6" (SPL)	580.00	FOOT	46.00	26,680.00
J1601320	PIPE UNDERDRAINS, FAB LND TR 6"	2,200.00	FOOT	36.00	79,200.00
J1680120	SLPD HDWL TY III, 6", 1:3	2.00	EACH	1,200.00	2,400.00
J1680220	DBL SLPD HDWL TY III, 2-6", 1:3	6.00	EACH	2,350.00	14,100.00
J1704000	TEMP CONC BARR	1,000.00	FOOT	14.00	14,000.00
J1782022	BARR WALL REFL, TY C	25.00	EACH	20.00	500.00
JS107360	DUST CONT WTRNG	50.00	UNIT	45.00	2,250.00
JS120100	TRLR MTD FULL MATRIX PORT CHG MESS SIG	2.00	EACH	3,600.00	7,200.00
JS213004	EXPLOR TRENCH, UTIL (HAND EXC)	100.00	FOOT	64.00	6,400.00
JS213006	EXPLOR TRENCH, UTIL (VAC EXC)	100.00	FOOT	125.00	12,500.00
JS250220	SEEDING, CLASS 2E	0.50	ACRE	5,000.00	2,500.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
JS250305	SEEDING, CLASS 3E	2.00	ACRE	4,000.00	8,000.00
JS250318	SEEDING, CLASS 4F	0.50	ACRE	5,100.00	2,550.00
JS250320	SEEDING, CLASS 5	2.00	ACRE	4,800.00	9,600.00
JS280020	MGMT OF EROSION & SED CONT	5.00	CAL.	1,500.00	7,500.00
JS280040	EROSION & SEDIMENT CONT-CLEANOUT	121.00	CU Y	63.31	7,660.51
JS280050	SILT FENCE	5,730.00	FOOT	3.00	17,190.00
JS280051	RE-ERECT SILT FENCE	1,146.00	FOOT	0.50	573.00
JS280070	STABILIZED CONSTRUCTION ENT	445.00	SQ Y	42.00	18,690.00
JS280072	TRACKOUT CONTROL MAT	301.00	SQ Y	55.00	16,555.00
JS280120	TREE PROTECTION	78.00	FOOT	4.00	312.00
JS280140	TEMPORARY RIPRAP	65.00	TON	97.00	6,305.00
JS280305	TEMPORARY DITCH CHECKS	500.00	FOOT	10.00	5,000.00
JS670C00	FIELD OFFICE, TY C	5.00	CAL	4,200.00	21,000.00
JS671020	MOB TOLLWAY (MOD)	1.00	L SU	177,500.00	177,500.00
JS701010	MAINTENANCE OF TRAFFIC	1.00	L SU	8,500.00	8,500.00
JT503040	STR REP CONC (DEP = OR < 5 IN)	64.00	SQ F	560.00	35,840.00
JT503100	FIBER WRAP REPAIR	1,633.00	SQ F	186.34	304,293.22
JT599910	PRC NOISE AB WALL, GRD MT, NON-CRASH	42,478.00	SQ F	31.07	1,319,791.46
JT669030	EARTHWRK CONST PLN	1.00	L SU	3,600.00	3,600.00
JT669040	EARTHWRK FINAL CONST REPT	1.00	L SU	1,500.00	1,500.00
JT701030	SUPPL BARRICADE	30.00	EACH	7.00	210.00
JT701031	SUPPL SIGN	100.00	SQ F	15.00	1,500.00
JT701032	SUPPL FLSH ARW BRD (PER DAY)	30.00	EACH	50.00	1,500.00
JT701035	SUPPL MOT	30.00	DAY	60.00	1,800.00
JT900105	DITCH CLEANING	330.00	FOOT	15.00	4,950.00
	TOTAL AMOUNT OF CORE WORK				2,294,596.94
JT154008	UNFORESEEN ADDITIONAL MOT	20,000.00	UNIT	1.00	20,000.00
JT154015	ALLOW FOR UNFORESEEN DRAIN WRK	10,000.00	UNIT	1.00	10,000.00
JT154023	CONT ALLW CONST WRKS EROSION/LANDSCAPE RESTOR	10,000.00	UNIT	1.00	10,000.00
JT154067	CONT ALLW CONST WRKS APPRENTIC	25,000.00	UNIT	1.00	25,000.00
JT154118	ALLW FOR UNFORSEEN CONDITIONS	60,000.00	UNIT	1.00	60,000.00
JT155001	CONTRACTOR'S QLTY PROGRAM	1.00	L SU	50,000.00	50,000.00
999NEG04	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC		INC/	-2,500.00	
999NEG05	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOL		OCCU	-2,500.00	
999NEG06	FAILURE TO REP IMPACT ATTEN, TEMP PER TOL SUPPL SP		OCCU	-2,500.00	
999NEG07	LOSS OR DAMAGE TO TOL OWNED DEVICES PER TOL SUPPL		SQ F	-100.00	
999NEG20	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITI		OCCU	-10,000.00	
999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITI		OCCU	-2,000.00	
999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL.		INC/	-1,000.00	

OK
N/A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGR		DAY	-300.00	
999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105		CAL	-4,500.00	
999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105		CAL	-4,500.00	
999NEG46	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105		CAL	-4,500.00	
999NEG47	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105		CAL	-4,500.00	
999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3		OCCU	-10,000.00	
999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPE		OCCU	-1,000.00	
999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAM		OCCU	-1,000.00	
	ADJUSTMENTS				
999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT		HOOR	15.00	
	TOTAL AMT OF CONTINGENCY WORK + CQP				175,000.00
	TOTAL CORE WORK+TOTAL CONTINGENCY WORK+CQP=BSE BID				2,469,596.94
	ECP BID CREDIT				50,000.00
	AWARD CRITERIA				2,419,596.94

OK
NIF
12/22/20

No. 00764

Illinois State Toll Highway Authority

This Certifies that Herlihy Mid-Continent Construction Co. has earned a total of \$164,925.25 through a Tollway Bid Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 3-January-2020



The owner of this certificate # 00764 is tendering \$ 50,000.00 credits for use on bid for contract #RR-20-4538R on (date) 12/10/20. I understand that any credits not utilized for a winning bid will be returned.

Signed: 

Douglass D. Schultz, President

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Herlihy Mid-Continent Company

1306 Marquette Drive Romeoville, IL 60446

as Principal, hereinafter called the Principal, and Continental Casualty Company

151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto The Illinois State Toll Highway Authority

2700 Ogden Avenue Downers Grove, IL 60515

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Contract RR-20-4538R Structural Repairs & Noise Abatement Wall Construction Tri State Tollway (I-94) Belvidere Road to Lake Cook Road MP 11.6 to MP 25.28

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 18th day of December, 2020

[Redacted Signature]

John O'Brien
Secretary (Witness)

Herlihy Mid-Continent Company

[Redacted Signature]

(Seal)
, President
Douglass D. Schultz (Title)

[Redacted Signature]

Mary Waters (Witness)



Continental Casualty Company

[Redacted Signature]

(Surety) (Seal)
Attorney-in-Fact Ann Waters (Title)

STATE OF ILLINOIS

COUNTY OF DuPage

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

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 18th day of December A.D., 2020.



(Notary Public)
Kimberly R. Holmes
My Commission expires: 12/29/2021
Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Ann Waters , Individually

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

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Herlihy Mid-Continent Company
Obligee: The Illinois State Toll Highway Authority

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.



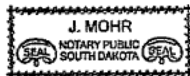
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



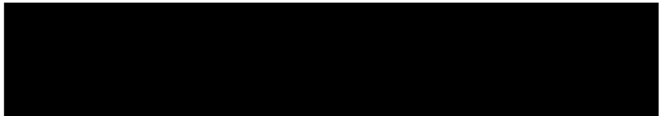
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021



J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of December, 2020.



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



D. Johnson Assistant Secretary

Form F6853-4/2012

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

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

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.

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO: RR-20-4538R
 (Enter Tollway Contract Number)

SUBMITTING BIDDER: Herlihy Mid-Continent Company
 (Enter Name of Firm)

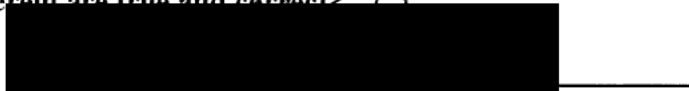
ADDRESS: 1306 Marquette Drive
Romeoville IL 60446

STATE OF ILLINOIS)
) SS
 COUNTY OF Will)

The Affiant, Douglass D. Schultz, being first duly sworn, upon oath deposes and says:

1. That the Affiant is President of Herlihy Mid-Continent Company who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-20-4538R (*enter Tollway contract number*), between the bidder and the Owner;
2. The Affiant hereby states that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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

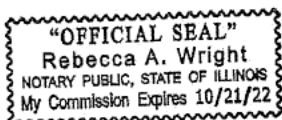


SIGNATURE OF AFFILIANT

SUBSCRIBED AND SWORN BEFORE ME THIS 10th DAY OF December, 2020.



NOTARY PUBLIC



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

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

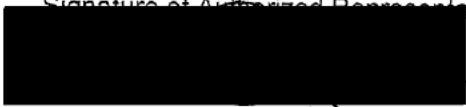
Does bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated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

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

Items that Qualify and Explanation:

None

Signature of Authorized Representative:



Printed Name of Authorized Representative:

Douglass D. Schultz, President

Vendor Name:

Herlihy Mid-Continent Company

Date:

12/10/20

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-20-4538R

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	Jeff Meagher	630-378-1000	jeff@hmcco.net
Bid Guaranty	John O'Brien	630-378-1000	johno@hmcco.net
DBE 2026	Jeff Meagher	630-378-1000	jeff@hmcco.net
EEO Program	John O'Brien	630-378-1000	johno@hmcco.net
VOSB 2026	Jeff Meagher	630-378-1000	jeff@hmcco.net
Financial Disclosures Forms A or Forms B	John O'Brien	630-378-1000	johno@hmcco.net
IDOT Certificate of Eligibility	John O'Brien	630-378-1000	johno@hmcco.net
Non-Collusion Affidavit – Page R-4	Doug Schultz	630-378-1000	doug@hmcco.net

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-20-4538R

AFFIDAVIT

State of Illinois)
) SS
County of Will)

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

That his/her name is Douglass D. Schultz, and he/she resides at [REDACTED]
and his/her office is at 1306 Marquette Dr, Romeoville IL 60446, That he/she makes, and is authorized to
make

this affidavit on behalf of Herlihy Mid-Continent Company, a
(Name of Corporation, Partnership, etc.)

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

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

That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway Authority System, described in Contract No. RR-20-4538R is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this bid is made without reference to any other bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said bid; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any bid for said contract, directly or indirectly.

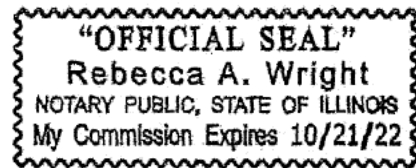
[REDACTED]

Douglass D. Schultz (Affiant) President

Sworn to before me and subscribed in my presence this 10th day of December, 2020.

Rebecca A. Wright
(Notary Public)

My Commission Expires: 10/21/22



CONTRACT NO. RR-20-4538R
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)

NAME	TITLE OR POSITION IN THE FIRM	FUNCTION ON THIS PROJECT	YEARS WITH THE FIRM	YEARS OF EXPERIENCE IN SUPERVISING THIS TYPE OF WORK
See Attached "Exhibit A"				

HERLIHY MID CONTINENT COMPANY

KEY PERSONNEL EXPERIENCE

NAME	PRESENT POSITION	YR. STARTED W/COMPANY	YEARS EXPERIENCE	AGE	MAGNITUDE (Note 1)	TYPE OF WORK (Note 2)	EDUCATION/ REGISTRATION (Note 3)
SCHULTZ, DONALD R. *	CHIEF EXECUTIVE OFFICER	1962	57	78	150M	ALL ITEMS	
SCHULTZ, DOUGLASS	PRESIDENT/TREASURER/SAFETY DIRECTOR	2002	26	44	100M	ALL ITEMS	B.S.
O'BRIEN, JOHN B.	CORP. SECRETARY/CONTROLLER	2011	30	55	150M	ALL ITEMS	B.A., C.P.A.
HAGGERTY, ARTHUR G.	VICE PRESIDENT, CHIEF EST., ASST. CORP. SECY.	1984	43	63	150M	ALL ITEMS	B.S.
ELLEMENT, PETER J.	SR. ESTIMATOR/PROJECT MANAGER	1994	27	51	75M	ALL ITEMS	B.S.
ROMANELLI, RONALD	SUPERINTENDENT- OPERATIONS MGR.	2009	39	58	50M	ALL ITEMS	
SIDENSTICK, WILLIAM	SUPERINTENDENT	1985	33	53	50M	ALL ITEMS	
MEAGHER, JEFFREY	SUPERINTENDENT	2006	30	50	50M	ALL ITEMS	
DINGILLO, PATRICK	SUPERINTENDENT	2018	34	50	40M	ALL ITEMS	
PFUFF, JOSEPH	LABORER FOREMAN	2011	20	42	25M	003,064&F	
GARCIA, VICTOR	LABORER FOREMAN	2002	32	54	50M	003,064&F	
THOMPSON, DAVID	TRANSPORTATION MGR./SHOP FOREMAN	1984	27	58	50M	ALL ITEMS	

Note 1:

- 100M = \$100,000,000
- 50M = \$50,000,000
- 40M = \$40,000,000
- 35M = \$35,000,000
- 30M = \$30,000,000
- 25M = \$25,000,000

Note 2:

- Item Description
- 003 Misc. Concrete Construction
- 008 Fencing
- 025 Signing
- 064 Storm Sewers in Tunnel
- A Exc. & Grading
- F Highway & Railroad Structures
- G Drainage

Note 3:

- B.S. Bachelor of Science (Civil Engineering)
- P.E. Professional Engineer
- B.A. Bachelor of Arts
- M.B.A. Masters in Business Administration
- E.I.T. Engineer in Training

*Past President of Illinois Road & Transportation Builders Association, Serves on Board of Directors

CONTRACT NO. RR-20-4538R

PLANT AND EQUIPMENT QUESTIONNAIRE

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

2a) **EQUIPMENT OWNED**

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

QUANTITY	UNIT	DESCRIPTION, SIZE, CAPACITY, ETC.	MANUFACTURER	YEAR OF MFR.	YOUR I.D. NO. OR CODE
See Attached "Exhibit B"					

EQUIPMENT LIST

A	B	C	D	E	F	G	I	K	M
code	make	model number	serial #	# pcs	condition	location	date purchased	appraisal	replacement
1									
2	8AB0 **	* ARROW BOARDS							
3	8AB001	AMIDA	9908-58883	1	GOOD	YARD	08/01/99	\$3,000.00	
4	8AB002	AMIDA	9908-5884	1	GOOD	YARD	08/01/99	\$3,000.00	
5	8AB003	TRAFFIC CONES	HMC	100	NEW	YARD	02/08/02	\$100.00	
6	8BC0 **	* BTRY CHRGS & STRTG UNITS							
7	8BC001	GOODALL STARTING UNIT	56635	1	GOOD	YARD	12/19/85	\$50.00	
8	8BC1 **	* BARRIER WALL PICKING CLAMPS							
9	8BC101	LIFTALL BARRIER GRAPPLE	8500 B/6	1	GOOD	YARD	02/19/97	\$500.00	
10	8BC102	LIFTALL BARRIER GRAPPLE	8500 B/6	1	GOOD	YARD	01/29/97	\$500.00	
11	8BC103	LIFTALL BARRIER CLAMP	8500 D/6	1	GOOD	YARD	04/17/00	\$500.00	
12	8BC104	LIFTALL BARRIER CLAMP	8500 D/6	1	GOOD	YARD	04/17/00	\$500.00	
13	8CA0 **	* CHAIN FALLS							
14	8CA001	3/4 TON PULLER	MOD B	1	GOOD	YARD		\$25.00	\$150.00
15	8CA002	HARRINGTON CHAIN FALL 1-1/2 TON	LB015	1	GOOD	YARD	04/13/92	\$50.00	\$300.00
16	8CE1 **	* CONC EQUIP: FINISHING MACH							
17	8CE101	BIDWELL FIN. MACH. 36" 23' - 80' #1	B-362	1	GOOD	YARD	09/01/84	\$200.00	
18	8CE102	BIDWELL FIN. MACH. 36" 15' -100' #2	B-363-RT	1	GOOD	YARD	04/27/02	\$30,000.00	
19	8CE103	BIDWELL FIN. MACH. 36" 15' -100' #3	B-364	1	GOOD	YARD	12/14/96	\$30,000.00	
20	8CE106	BIDWELL 2' TRUSS INSERTS		1	GOOD	YARD		\$50.00	
21	8CE107	BIDWELL 3' TRUSS INSERTS		2	GOOD	YARD		\$200.00	
22	8CE108	BIDWELL 6' TRUSS INSERTS		4	GOOD	YARD		\$200.00	
23	8CE109	BIDWELL 10' TRUSS INSERTS		1	GOOD	YARD	05/18/88	\$200.00	
24	8CE110	BIDWELL 12' TRUSS INSERTS		3	GOOD	YARD	03/09/88	\$200.00	
25	8CE121	BIDWELL LOW CHAIRS		390	GOOD	YARD	12/11/87	\$2,000.00	
26	8CE122	BIDWELL STANDARD CHAIRS		610	GOOD	YARD	06/29/89	\$2,500.00	
27	8CE123	BIDWELL RAILS 2" PIPE	2' X 10'	230	GOOD	YARD		\$500.00	
28	8CE124	MORRISON VIBRATING SCREED	BMSUPSCREE	1	NEW	YARD	07/26/12	\$9,500.00	
29	8CE134	BIDWELL ENGINE 1	KOHLER	1	GOOD	YARD	01/12/98	\$100.00	
30	8CE144	BIDWELL 30" LOW CARR EXT	B362	1	GOOD	YARD	08/01/88	\$10.00	
31	8CE145	BIDWELL SKEW BAR KIT		1	GOOD	YARD	06/07/90	\$0.00	
32	8CE146	BIDWELL CROWN ADJUSTER 2'		2	GOOD	YARD		\$0.00	
33	8CE147	BIDWELL OFFSET LEGS	4"	2	GOOD	YARD	04/30/93	\$0.00	
34	8CE148	WORKBRIDGE DROP LEGS		16	GOOD	YARD		\$0.00	
35	8CE151	BIDWELL WORK BRIDGE HD 3'		4	GOOD	YARD		\$0.00	
36	8CE152	BIDWELL WORK BRIDGE HD 6'		5	GOOD	YARD		\$0.00	
37	8CE153	BIDWELL WORK BRIDGE HD 12'		16	GOOD	YARD		\$0.00	
38	8CE154	BW TELESCOPING END HD 8' to 12'		1	GOOD	YARD		\$0.00	
39	8CE155	BW TELESCOPING END HD 15' to 25'		3	GOOD	YARD		\$0.00	

EQUIPMENT LIST

A	B	C	D	E	F	G	I	K	M
code	make	model number	serial #	# pcs	condition	location	date purchased	appraisal	replacement
1									
40	BIDWELL HYDRO GAR ADJ	B363-RT		1	GOOD	YARD		\$0.00	
41	5000 PSE PRESSURE WASHER	KARCHER	157520000-160435	1	NEW	YARD	07/07/10	\$5,000.00	
42	300 PSI PRES WASHER	44		1	GOOD	YARD		\$0.00	
43	MORRSN SCRD-5' ENG SECTION	02-0106-1	46248 Engine	2	GOOD	YARD	06/01/89	\$200.00	
44	MORRISON 10'	OM52-0120	0001-62073	1	NEW	YARD	11/07/02	\$500.00	
45	MORRSN SCRD ENGINE #1	HONDA 8HP	GL04-1281367	1	GOOD	YARD		\$35.00	
46	MORRSN SCRD ENGINE #2	HONDA 8HP	GC04-1394351	1	GOOD	YARD		\$35.00	
47	ENGINE #3		GX240K1QA	1	GOOD	YARD		\$35.00	
48	MORRISON 5' EXTEN (VIBRO)	02-0121		9	GOOD	YARD	06/01/89	\$25.00	
49	MORRISON 2 1/2' EXTEN (VIBRO)	02-0126		2	GOOD	YARD	06/01/89	\$25.00	
50	MORRISON 2 1/2' END SECTION			4	GOOD	YARD	06/01/89	\$25.00	
51	MORRISON BR DECK HANDLES			2	GOOD	YARD	07/01/89	\$25.00	
52	MORRISON 6" WHEEL ASSEMB			2	GOOD	YARD	07/01/89	\$25.00	
53	WHITEMAN TROWEL MACH 48"		J151778	1	GOOD	YARD	12/31/97	\$500.00	
54	2-4'	PIVOT LEG	RH	1	GOOD			\$0.00	
55	2-4'	PIVOT LEG	LH	1	GOOD			\$0.00	
56	ASSEMBLY	3610	B364-94	1	GOOD	YARD	05/16/00	\$0.00	
57	ASSEMBLY	3610	B363-93	1	GOOD	YARD	5/16/00	\$0.00	
58	WET SCREED POWER UNIT	WEBER	S10432	1	NEW	YARD	10/26/05	\$500.00	
59	12' WET SCREED BAR	WEBER		1	NEW	YARD	10/26/05	\$0.00	
60	6' WET SCREED BAR	WEBER		1	GOOD	YARD	10/26/05	\$0.00	
61	* CONC EQUIP: BUCKETS								
62	GARBRO 1/2 CY	413-G		1	GOOD	YARD	05/01/89	\$50.00	
63	GARBRO 1.0 CY	433-G	10680-E	1	GOOD	YARD	2/24/99	\$200.00	
64	GARBRO 1.0 CY	433-G	10680-F	1	GOOD	YARD	2/24/99	\$200.00	
65	GARBRO 1.0 CY	433-G	10785-H	1	GOOD	YARD	03/05/99	\$200.00	
66	GARBRO 1.0 CY	433-G	10680-I	1	GOOD	YARD	03/05/99	\$200.00	
67	GARBRO 1.0 CY	433-G		1	GOOD	YARD		\$200.00	
68	GARBRO 1.0 CY	427-R		3	GOOD	YARD	12/14/97	\$200.00	
69	CATERPILLAR 30"	30"-325	3663	1	NEW	YARD	04/09/03	\$6,000.00	
70	* CONC EQUIP: VIBRATORS								
71	HOMELITE VIBRATOR 220AC 10'	220	220-10	1	GOOD	YARD		\$0.00	
72	MINNICH RUBBER HEAD	VIBRATOR	73675	1	GOOD	YARD	7/24/01	\$200.00	\$900.00
73	TEREX SCREED SUPER 5'	SUBSECTION	OMS2-0121	1	NEW	YARD	03/28/03	\$785.00	\$700.00
74	TEREX SUPER-SELF-PROPELLED	LH	OMS2-0201	1	NEW	YARD	03/28/03	\$979.00	\$900.00
75	TEREX SUPER-SELF-PROPELLED	RH	OM2-0202	1	NEW	YARD	03/28/03	\$979.00	\$900.00
76	TEREX 5MOTOR BASE SECTION	5' SECTION	OMS05SUP	1	NEW	YARD	03/28/03	\$938.00	\$900.00
77	MOVAX VIBRATOR	SPH 80/100	04U150	1	NEW	YARD	04/29/04	\$140,168.00	

EQUIPMENT LIST

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78	OZTEC VIBRATOR	OZ 2.4	V248847	1	NEW	YARD	07/14/05	\$500.00	\$500.00
79	HOMELITE HIGH-CYCLE VIBRATOR	VCH-250	11190855	1	NEW	WILL	10/24/06	\$3,000.00	
80	BOMAG WALK-BEHIND VIBRATOR	B265H	CYL?	1	USED	YARD	01/01/97	\$8,700.00	
81	MORRISON SUPER SCREED	202455	202457	1	NEW	YARD	04/02/08	\$8,295.00	
82	MAGGINIS VIBRATOR	MCV 3210	71459	1	GOOD	BOB	07/01/89	\$200.00	\$850.00
83	MAGGINIS VIBRATOR 15'	MCV 3210	71774	1	GOOD	BOB	03/05/91	\$200.00	\$900.00
84	MAGGINIS VIBRATOR 25'	MCV 3230	72200	1	GOOD	YARD	05/18/92	\$200.00	\$1,000.00
85	MAGGINIS VIBRATOR 25'	MCV 3230	72201	1	GOOD	YARD	05/29/92	\$200.00	\$900.00
86	MAGGINIS VIBRATOR	220V	220/20'	1	GOOD	YARD		\$200.00	\$200.00
87	MAGGINIS VIBRATOR	220V	220-7	1	GOOD	YARD		\$200.00	\$200.00
88	MAGGINIS VIBRATOR	MCV 325	73066	1	GOOD	YARD	10/7/96	\$100.00	\$1,000.00
89	MAGGINIS VIBRATOR	MCV3210	73067	1	GOOD	BOB	10/7/96	\$100.00	\$1,000.00
90	MAGGINIS VIBRATOR	MCV 325	71902	1	GOOD	WILL	3/5/91	\$200.00	\$900.00
91	MAGGINIS VIBRATOR	MCV 325	71824	1	GOOD	WILL	7/31/90	\$200.00	\$900.00
92	MAGGINIS VIBRATOR	MCV 3210	70654/32'	1	GOOD	YARD	8/10/87	\$200.00	\$850.00
93	MAGGINIS VIBRATOR 5'	MCV325	8334/7'	1	GOOD	YARD		\$100.00	\$600.00
94	MAGGINIS VIBRATOR	220V	220-28	1	GOOD	YARD		\$0.00	\$0.00
95	MAGGINIS VIBRATOR	MCV3210	73081	1	GOOD	BOB		\$0.00	\$0.00
96	MINNICH RUBBER HEAD	MCV-32-5	A36125-3	1	NEW	YARD	04/07/03	\$100.00	\$1,300.00
97	MINNICH RUBBER HEAD	MCV-32-5	A36002	1	NEW	YARD	04/07/03	\$100.00	\$1,220.00
98	STOW VIBRATOR 110V AC		9000071	1	GOOD	WILL		\$100.00	\$500.00
99	WACKER 110V		5211942	1	GOOD	YARD		\$0.00	\$600.00
100	WACKER 110V AC	MCV 3210	62970	1	GOOD	YARD		\$100.00	\$500.00
101	WACKER 110V AC	M2000	715904337	1	GOOD	WILL		\$100.00	\$500.00
102	WYCO VIBRATOR W/RUB. HEAD	993-F1-14	203560	1	NEW	YARD	07/09/03	\$100.00	\$1,200.00
103	WYCO 119	991		1	GOOD	BOB		\$0.00	\$0.00
104	WYCO 110	991		1	GOOD	BOB		\$0.00	\$0.00
105	WYCO VIBRATOR 110V AC	903	44358	1	GOOD	YARD	12/12/97	\$100.00	\$1,000.00
106	WYCO 903	993-FI-7 13/8	395298	1	GOOD	YARD	06/01/99	\$0.00	\$600.00
107	WYCO VIBRATOR 110V AC RUBBER	993	201232	1	GOOD	YARD	11/19/92	\$0.00	\$0.00
108	WYCO VIBRATOR 110V AC	991 DI	141116	1	GOOD	BOB		\$100.00	\$0.00
109	WYCO VIBRATOR 110V AC	991 F7	488083	1	GOOD	BOB	6/13/89	\$100.00	\$500.00
110	WYCO 110 V	993	101346	1	GOOD	YARD		\$0.00	\$0.00
111	WYCO 110 V	903	301166	1	GOOD	YARD		\$0.00	\$0.00
112	WYCO	993	102448	1	NEW	YARD	04/25/02	\$100.00	\$900.00
113	5' SHAFT FOR OZTEC			1	GOOD	YARD		\$0.00	\$80.00
114	7' SHAFT FOR OZTEC			1	GOOD	YARD	06/01/00	\$0.00	\$100.00
115	2-3/4" X 6' HEAD- RUBBER			1	GOOD	YARD	06/01/00	\$0.00	\$350.00

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116	FLEX TOTE BACKPACK FOR OZTEC			1	GOOD	YARD	06/01/00	\$0.00	\$375.00
117	WYCO VIBRATOR RUBBER	993 F1-14	203560	1	NEW	YARD	07/10/03		\$1,000.00
118	* COMPACTORS								
119	IR AIR TAMPER	34	A15603	1	GOOD	YARD		\$50.00	\$300.00
120	IR AIR TAMPER	34	A15634	1	GOOD	YARD		\$50.00	\$300.00
121	STOW PLATE (sm)	VP90	867933	1	GOOD	YARD	05/11/90	\$50.00	\$800.00
122	ASPHALT PLATE COMPACTOR	WP1560AW	757604956	1	GOOD	BOB	5/7/98	\$200.00	\$1,500.00
123	WACKER RAMMER	BS62Y	654505976	1	GOOD	YARD	4/19/97	\$400.00	\$2,400.00
124	WACKER RAMMER	BS105Y	1307430224	1	GOOD	YARD		\$400.00	\$2,500.00
125	WACKER RAMMER	BS62Y	654503909	1	GOOD	YARD	4/19/94	\$400.00	\$1,500.00
126	WACKER PLATE	DPU5055	571312024	1	GOOD	WILL	03/01/91	\$1,500.00	\$4,600.00
127	WACKER PLATE (REVERSBL)	DPU3345H	5636215375	1	GOOD	BOB		\$2,000.00	\$9,000.00
128	WACKER PLATE (REVERSBL)	DPU3345H	536225570	1	GOOD	YARD	05/14/93	\$2,000.00	\$3,000.00
129	WACKER PLATE (SMALL)	WP1540	5125286	1	NEW	YARD	07/15/02	\$900.00	\$900.00
130	* COMPRESSORS								
131	IR 260CFM (DIESEL)	P250 WJD	EAKC1044349	1	NEW	YARD	07/20/09	\$1,600.00	
132	IR 185CFM (DIESEL)	P185CJD #815	232231	1	GOOD	YARD	05/12/93	\$3,000.00	
133	IR1100CFM	P1100WGM	128739	1	GOOD	YARD	02/25/91	\$7,000.00	
134	IR DUO AIR COMP	T30 5D1	30T653817	1	GOOD	YARD	07/05/89	\$300.00	
135	IR COMPRESSOR	P250WJD #1	316982UJK394	1	GOOD	YARD	10/26/00	\$4,000.00	
136	IR COMPRESSOR	P250WJD #2	301158UEJ359	1	GOOD	YARD	5/28/99	\$4,000.00	
137	IR COMPRESSOR	P250WJD #4	319485UBL394	1	GOOD	YARD	3/6/01	\$8,000.00	
138	IR COMPRESSOR	P250WJD #5	332606UFL394	1	GOOD	YARD	10/17/01	\$5,000.00	
139	IR COMPRESSOR	P250WJD #6	278708	1	GOOD	WILL		\$5,000.00	
140	IR COMPRESSOR	P250WJD #8	408738UFT394	1	GOOD	YARD	12/17/09	\$8,000.00	
141	IR COMPRESSOR	P185WJD#9	418023	1	NEW	YARD	12/10/10	\$7,000.00	
142	1300 AIR COMPRESSOR	HPT300WGV#	282200FF729	1	GOOD	YARD	09/01/02	\$18,000.00	
143	PUMA COMPRESSOR	DD1503	54024176	1	GOOD	YARD	01/01/01	\$0.00	
144	PUMA COMPRESSOR	DD5508G	MIKA-60	1	GOOD	YARD	01/01/01	\$0.00	
145	* COMP ATT: CONC BREAKER HAND								
146	BREAKER 90 # APT	5237	15721M180	1	GOOD	YARD	5/22/01	\$708.00	\$700.00
147	BREAKER 60 # APT	5235	9690M160	1	GOOD	YARD	5/22/01	\$670.00	\$670.00
148	APT BREAKER 60#	APT60	09545M160	1	GOOD	YARD		\$25.00	\$670.00
149	THOR BREAKER 60#	234	48556	1	GOOD	YARD		\$25.00	\$800.00
150	AIR HAMMER	1240	00900016	1	USED	YARD	09/25/02	\$100.00	\$400.00
151	CP 30# BREAKER	CP1210	9320U089N	1	GOOD	YARD	10/01/99	\$0.00	\$800.00
152	CP BREAKER 60#	BREAKER	9185UJIIN	1	GOOD	YARD		\$0.00	\$800.00
153	CP Rivet Buster 1037	CP4608-P	8214V074N	1	NEW	YARD	07/17/12	\$400.00	\$800.00

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154	8CP114	CP Rivet Buster 1395	08246V042N	1	NEW	YARD	07/17/12	\$400.00	\$800.00
155	8CP122	RIVET BUSTER	8336U002M	1	GOOD	BOB	6/6/01	\$1,161.25	\$1,150.00
156	8CP126	RIVET BUSTER APT #30	298386	1	GOOD	YARD	4/11/01	\$935.00	\$900.00
157	8CP131	RIVET BUSTER	00042U009M	1	GOOD	YARD	8/7/01	\$0.00	\$800.00
158	8CP132	RIVET BUSTER	93364003M	1	GOOD	YARD	8/7/01	\$0.00	\$800.00
159	8CP133	CP BUSTER 30#	HMC441778	1	GOOD	YARD		\$0.00	\$925.00
160	8CP134	CP BUSTER 30#	6095U001	1	GOOD	YARD		\$0.00	\$900.00
161	8CP135	CP BUSTER 30#	8254U008M	1	GOOD	YARD		\$0.00	\$900.00
162	8CP139	RIVET BUSTER W/RETAINER		4	NEW	YARD	04/29/02	\$3,000.00	\$3,700.00
163	8CP141	THOR 15#	17281	1	GOOD	YARD		\$0.00	\$925.00
164	8CP153	CP 5#	857484	1	GOOD	YARD		\$0.00	\$925.00
165	8CP161	CHGO PNEUMATIC 60#	9356U0264	1	GOOD	YARD		\$25.00	\$725.00
166	8CP162	IR CHIPPER 15#	SPB09195	1	GOOD	YARD		\$0.00	\$925.00
167	8CP163	IR SIZE 59 CHIPPER	3226	1	GOOD	YARD		\$0.00	\$925.00
168	8CP164	CP BUSTER	00297U04IM	1	NEW	BOB	04/26/02		\$925.00
169	8CP165	CP BUSTER	01138U009M	1	NEW	BOB	04/26/02		\$925.00
170	8CP166	CP BUSTER	00297U035M	1	NEW	BOB	04/26/02		\$925.00
171	8CP167	CP BUSTER	00295U015M	1	NEW	BOB	04/26/02		\$925.00
172	8CP2 **	* COMP ATT: CHIPPING HAMMERS	-----		-----	-----			
173	8CP200	APT BREAKER 60#	160	1	GOOD	YARD	3/28/01	\$0.00	\$745.00
174	8CP201	APT BREAKER 60#	160	1	GOOD	BOB	3/28/01	\$0.00	\$745.00
175	8CP202	60# BREAKER 1-1/8"	5235	1	GOOD	BOB	8/7/01	\$0.00	\$690.00
176	8CP203	60# BREAKER 1-1/8"	5235	1	GOOD	YARD	8/7/01	\$0.00	\$690.00
177	8CP204	60# BREAKER 1-1/8"	5235	1	GOOD	YARD	8/7/01	\$0.00	\$690.00
178	8CP205	APT BREAKER 60#	000327M140	1	GOOD	YARD		\$0.00	\$750.00
179	8CP206	APT BREAKER 60#	005556M160	1	GOOD	YARD		\$0.00	\$750.00
180	8CP207	APT BREAKER 60#	09840M160	1	GOOD	YARD		\$0.00	\$750.00
181	8CP208	APT BREAKER 60#	09656M160	1	GOOD	YARD	01/01/01	\$0.00	\$750.00
182	8CP209	APT BREAKER 60#	09864M160	1	GOOD	YARD		\$0.00	\$750.00
183	8CP220	RIVET BUSTER	HMC600433	1	GOOD	YARD	01/01/01	\$0.00	\$750.00
184	8CP221	RIVET BUSTER	HMC327744	1	GOOD	YARD	01/01/01	\$0.00	\$750.00
185	8CP222	RIVET BUSTER	HMC877266	1	GOOD	YARD		\$0.00	\$500.00
186	8CP223	CHIPPER IR	STL12516	1	GOOD	YARD	6/27/94	\$0.00	\$435.00
187	8CP224	CHIPPER IR	SUC21574	1	GOOD	YARD	6/27/94	\$0.00	\$435.00
188	8CP225	GARDEN DENVER 20#	B371A	1	GOOD	YARD		\$0.00	\$500.00
189	8CP226	GARDEN DENVER 20#	B371A	1	GOOD	YARD		\$0.00	\$500.00
190	8CP227	IR 15# CHIPPER	SIZE 3	1	GOOD	YARD		\$0.00	\$500.00
191	8CP228	HILTI - ELECTRIC	TE905	1	GOOD	WILL		\$0.00	\$900.00

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192	8CP229	HILTI - ELECTRIC	05-050344	1	GOOD	YARD		\$0.00	\$900.00
193	8CP230	CP BUSTER	HMC441778	1	GOOD	WILL		\$0.00	\$800.00
194	8CP231	RIVET BUSTER 1340 8205V078N	S-#11351035	1	NEW	WILL		\$0.00	\$800.00
195	8CP232	RIVET BUSTER 1340 MHN-000774	S-#11351340	1	NEW	WILL		\$0.00	\$800.00
196	8CP233	RIVET BUSTER 1340 MHN-000887	S-#11351341	1	NEW	WILL		\$0.00	\$800.00
197	8CP3 **	* COMP ATT: CLAY SPADES							
198	8CP302	CHIPPER THOR #16	13009	1	FAIR	YARD	2/28/90	\$0.00	\$175.00
199	8CP303	CHIPPER THOR #16	17751	1	FAIR	YARD		\$0.00	\$500.00
200	8CP311	CLAY SPADE IR	3980	1	GOOD	YARD		\$0.00	\$500.00
201	8CP312	CLAY SPADE CP	H962693	1	GOOD	YARD		\$25.00	\$500.00
202	8CP331	THOR BREAKER CLAY DIGGER	21586	1	GOOD	YARD		\$25.00	\$600.00
203	8CP4 **	* COMP ATT: HOSES (AIR)							
204	8CP401	3/4 AIR HOSE	50'	50	GOOD	YARD		\$50.00	\$0.00
205	8CP402	2" AIR HOSE	50'	8	GOOD	YARD		\$50.00	\$0.00
206	8CP403	3/8" AIR HOSE	50'	6	GOOD	YARD		\$50.00	\$90.00
207	8CP404	3/4" AIR HOSE 50'	YELLOW 300	12	NEW	YARD	7/24/01	\$0.00	\$500.00
208	8CP5 **	* COMP ATT: ROCK DRILLS							
209	8CP501	APT ROCK DRILL	137	1	GOOD	YARD		\$100.00	\$800.00
210	8CP502	APT ROCK DRILL 60#	155	1	GOOD	YARD		\$100.00	\$800.00
211	8CP503	APT ROCK DRILL	155	1	GOOD	YARD		\$100.00	\$800.00
212	8CP504	CAP ROCK DRILL	000718M155	1	NEW	YARD	04/24/02	\$100.00	\$1,000.00
213	8CP511	GARDEN DENVER 60#	137	1	GOOD	BOB		\$0.00	\$500.00
214	8CP512	35 LB. ROCK DRILL	137	1	NEW	YARD	04/08/03		\$1,000.00
215	8CP521	ROCK DRILL CP-14	F538648	1	GOOD	BOB	4/6/92	\$0.00	\$1,280.00
216	8CP541	ROCK DRILL IR	J30	1	GOOD	BOB	07/01/86	\$0.00	\$800.00
217	8CP598	CP-22	CP-22	1	NEW	BOB	04/26/02	\$0.00	\$1,000.00
218	8CP599	CP #30 ROCKDRILL	0022	1	GOOD	YARD	01/01/00	\$0.00	\$1,275.00
219	8CR1 **	* CRANES							
220	8CR113	LINK-BELT #3 20T	LS 96D	1	GOOD	YARD	09/13/90	\$50,000.00	
221	8CR114	LINK-BELT 75T	LS-138H	1	GOOD	YARD	03/01/99	\$425,000.00	
222	8CR115	LINK-BELT 80T	LS138HII	1	NEW	YARD	03/19/02	\$500,000.00	
223	8CR116	LINK-BELT 30T (1997)	RTC8030	1	USED	YARD	04/07/05	\$55,000.00	
224	8CR122	GROVE HYDRO CRANE 30T	RT630	1	GOOD	YARD	03/26/87	\$25,000.00	
225	8CR123	GROVE ROUGH TERRAIN CRANE	RT700 E	1	NEW	YARD	10/01/06	\$457,000.00	
226	8CR131	TADANO HYDRO CRANE 33T '88	TR300E	1	GOOD	YARD	5/29/97	\$30,000.00	
227	8CR2 **	* CRANE ATTACHMENTS							
228	8CR201	OWEN CLAM BUCKETS		12	GOOD	YARD		\$100.00	\$100.00
229	8CR202	DRAGLINE BUCKET	N/A	1	USED	YARD	06/11/04	\$200.00	\$200.00

EQUIPMENT LIST

	A	B	C	D	E	F	G	I	K	M
1	code	make	model number	serial #	# pcs	condition	location	date purchased	appraisal	replacement
230	8CR203	WRECKING BALL	4000 #	NONE	1	GOOD	YARD		\$500.00	\$500.00
231	8CR204	JOHNSON OVERHAUL BALL	HB12150-6	HB12150-6	3	GOOD	YARD		\$300.00	\$670.00
232	8CR206	DEMOLITION BOX (BRIDGE)	5400#	0362	1	GOOD	YARD	04/02/91	\$100.00	
233	8CR207	JOHNSON BALL 12T	BALL	OB12EE350-4	1	GOOD	YARD	09/02/98	\$500.00	\$1,500.00
234	8CR208	JOHNSON HOOK BLOCK & CABLE	JOHNSON	30-T, 2 SHEIVE	1	NEW	YARD	04/09/05	\$300.00	\$300.00
235	8CR209	BOOM for IT28G	CAT	309	1	NEW	YARD	02/18/05	\$3,335.73	
236	8CR242	INSULATUS LINK	10TVI	110	1	GOOD	YARD		\$4,000.00	
237	8CR243	LOAD MONITORING STY.	737	P1127	1	GOOD	YARD		\$80.00	
238	8CR244	20' Middle Lead 8x21x27	Commaco	0304027 133371B	1	NEW	YARD	04/18/05	\$3,600.00	
239	8CR3	* CRANE MATS								
240	8CR301	HARDWOOD CRANE MATS	4x 12"-24'	NONE	6	GOOD	YARD	03/22/94	\$0.00	
241	8CR303	12X4 - 24' HARDWOOD MATS	M NOTCHED		7	GOOD	YARD	7/30/01	\$0.00	
242	8DR0	* DRILLS: CONCRETE								
243	8DR003	HILTI DRILL CORDLESS	SF120A	604621	1	GOOD	YARD		\$100.00	\$260.00
244	8DR004	HILTI DRILL ELECTRIC	TE-5	1489666	1	GOOD	YARD	4/24/01	\$400.00	\$600.00
245	8DR005	HILTI 1/2"	SR16	105862	1	GOOD	BOB		\$50.00	\$160.00
246	8DR006	HILTI	TE 54 DLX	178919	1	GOOD	BOB	04/10/96	\$200.00	\$900.00
247	8DR008	HILTI	TE-55	202609	1	GOOD	YARD	4/23/97	\$100.00	\$600.00
248	8DR009	HILTI	TE-55	45042	1	GOOD	BOB	7/24/97	\$250.00	\$750.00
249	8DR010	HILTI DRILL	TE5	201004	1	OLD	YARD		\$500.00	\$900.00
250	8DR013	HILTI	TE-55	00162019	1	GOOD	BOB	6/9/00	\$500.00	\$1,200.00
251	8DR014	HILTI	TE-55	00175732	1	GOOD	BOB	7/3/00	\$500.00	\$1,200.00
252	8DR015	HILTI	TE-55	01306786	1	GOOD	BOB	7/13/00	\$200.00	\$400.00
253	8DR016	HILTI	TE-5	01301157	1	GOOD	BOB	8/18/00	\$200.00	\$400.00
254	8DR017	HILTI DRILL	TE-2	020023164	1	GOOD	YARD		\$500.00	\$900.00
255	8DR018	HILTI COMBIHAMMER DRILL	TE-55	00258481	1	GOOD	YARD	05/26/02	\$500.00	\$900.00
256	8DR019	HILTI COMBIHAMMER DRILL	TE-76	00334239	1	GOOD	YARD	09/24/02	\$1,400.00	\$1,420.00
257	8DR022	HILTI COMBIHAMMER DELUXE	TE76	330348	1	GOOD	YARD	5/15/00	\$500.00	\$2,000.00
258	8DR023	HILTI COMBIHAMMER DRILL	TE-5		1	GOOD	YARD	7/13/00	\$500.00	\$900.00
259	8DR024	HILTI COMBIHAMMER DELUXE	TE-75	200404	2	GOOD	YARD	05/15/00	\$500.00	\$2,000.00
260	8DR025	HILTI COMBIHAMMER DRILL	TE55		1	GOOD	YARD	07/13/00	\$500.00	\$900.00
261	8DR026	HILTI COMBIHAMMER DRILL	TE76	034616	1	GOOD	YARD	5/17/01	\$900.00	\$1,350.00
262	8DR027	HILTI	TE5	150146928	1	GOOD	WILL		\$500.00	\$600.00
263	8DR028	HILTI	TE5	1401392584	1	GOOD	WILL		\$500.00	\$800.00
264	8DR029	HILTI	TE76	330339	1	GOOD	WILL		\$500.00	\$800.00
265	8DR030	HILTI	TE75	0300158833	1	GOOD	WILL		\$500.00	\$800.00
266	8DR031	JANCY DRILL	JM1001	05838	1	GOOD	YARD	11/29/95	\$500.00	\$800.00
267	8DR040	BOSCH	11230EVS	7660147	0	GOOD	BOB		\$500.00	\$800.00

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1	code	make	model number	serial #	# pcs	condition	location	date purchased	appraisal	replacement
268	8DR041	HILTI	TE-5	15-01579645	1	NEW	YARD	02/28/02	\$500.00	\$800.00
269	8DR042	HILTI	TE-76	05-00116374	1	NEW	YARD	02/28/02	\$500.00	\$800.00
270	8DR043	HILTI COMBIHAMMER DRILL	TE-76	334239	1	NEW	YARD	02/27/02	\$1,500.00	\$2,020.00
271	8DR044	HILTI ATC COMBIHAMMER DRILL, 115V	TE-76	09-00-174335	1	NEW	YARD	07/02/04	\$1,010.00	\$1,000.00
272	8DR045	APT 35 LB. ROCK DRILL	5223	1248M137	1	NEW	BOB	04/10/03	\$1,500.00	\$1,500.00
273	8DR046	APT 35 LB. ROCK DRILL	5223	1256M137	NEW	NEW	BOB	04/10/03	\$1,500.00	\$1,500.00
274	8DR047	AMERI. PNEU. 30\$ x 1" HEX CONC DR	137	254436	NEW	NEW	BOB	01/05/05	\$334.53	\$334.53
275	8DR1 **	* DRILLS: CONCRETE, CORING								
276	8DR101	HILTI CORE DRILL 115V	DD-160E	500278	1	GOOD	YARD	04/01/98	\$2,000.00	\$4,400.00
277	8DR2 **	* DRILLS: ELECTRIC								
278	8DR201	MILWAUKEE DRILL 1/2"		MISC #s	3	GOOD	YARD		\$80.00	\$100.00
279	8DR202	MILWAUKEE HAMMER DRILL	5370	B497120048	1	GOOD	YARD		\$80.00	\$100.00
280	8DR203	MILWAUKEE 3/8"	5392	66594842	1	GOOD	BOB		\$80.00	\$100.00
281	8DR204	MILWAUKEE 1/2"	5370	1872B497120048	1	GOOD	BOB		\$80.00	\$100.00
282	8DR205	MAGNUM HAMMER DRILL		67B500281300	2	GOOD	WILL		\$80.00	\$100.00
283	8DR206	MILWAUKEE DRILL 3/8"		MCO59539077	1	GOOD	WILL		\$80.00	\$100.00
284	8DR207	MILWAUKEE DRILL 1/2"		5921417893	1	GOOD	WILL		\$80.00	\$100.00
285	8DR208	HILTI GRINDER SYSTEM	DG150	00374258	1	NEW	YARD	09/30/02	\$2,700.00	\$2,700.00
286	8DR220	DEWALT 3/4 IMPACT	DW296 3/4	18179	1	GOOD	WILL	02/02/00	\$100.00	\$230.00
287	8DR233	DRILL 1/2" AIR	CP789HR	992378	1	GOOD	YARD		\$150.00	\$170.00
288	8DR234	AIR RATCHET 3/8"	CP830	97084A	1	GOOD	YARD		\$80.00	\$100.00
289	8DR235	3/8" IMPACT	205	199K	1	GOOD	YARD		\$80.00	\$100.00
290	8DR236	1/2" IMPACT	CP6500	99319	1	GOOD	YARD		\$100.00	\$200.00
291	8DR237	1/2" IMPACT	CP6500	99288	1	GOOD	YARD		\$100.00	\$200.00
292	8DR238	3/4" CP IMPACT	9575		1	GOOD	YARD		\$100.00	\$200.00
293	8DR239	MILWAUKEE IMPACT 1/2"		754819390736	1	GOOD	WILL		\$100.00	\$200.00
294	8DR240	MILWAUKEE IMPACT 1/2"		754849277	1	GOOD	WILL		\$100.00	\$200.00
295	8DR241	DEWALT 1/2"		188096	1	GOOD	WILL		\$100.00	\$200.00
296	8DR242	DEWALT 1/2"		2S7289	1	GOOD	WILL		\$100.00	\$200.00
297	8DR243	ROCK DRILL 1" X 4-1/4"	M138	APN18121	1	GOOD	YARD	10/16/00	\$1,000.00	\$1,225.00
298	8DR244	HILTI ROTATION LASER DRILL + KIT	PR60	3337055	1	NEW	YARD	01/15/03	\$1,500.00	\$1,500.00
299	8DR245	HILTI ROTARY HAMMER DRILL		369036	1	NEW	YARD	01/15/03	\$378.00	\$350.00
300	8DR246	REBAR TIER	RB392	250061925	1	GOOD	YARD	01/30/03	\$2,490.00	\$2,490.00
301	8EX1 **	* EXCAVATORS "BACKHOES"								
302	8EX101	CAT BACKHOE (TRACK)	328D	GTN00550	1	GOOD	YARD	11/17/11	\$2,800,000.00	
303	8EX107	CAT BCP EXCAVATOR	CAT314C CMB	PCA01649	1	NEW	YARD	09/18/07	\$145,000.00	
304	8EX108	CAT HYDRAULIC EXCAVATOR (2012)	328D (Tier 3)	RMX00364	1	NEW	YARD	08/27/11	\$355,000.00	
305	8EX109	CAT 953C Backhoe	953C	2ZNO4084	1	USED	YARD	11/09/08	\$45,000.00	

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A	B	C	D	E	F	G	I	K	M
code	make	model number	serial #	# pcs	condition	location	date purchased	appraisal	replacement
306	CAT328 HYDRAULIC EXCAVATOR	328DLCLR	GTN00567	1	GOOD	JEFF	06/03/09	\$290,000.00	
307	CAT321CHYDRAULIC EXCAVATOR	321CPLR	XXA10674	1	NEW	YARD	06/30/10	\$113,400.00	
308	CAT329 HYDRAULIC EXCAVATOR	329 DL CMB	WL T00453	1	NEW	YARD	04/18/11	\$260,000.00	
309	CAT MINI EXCAVATOR (2008)	305CCCR	HWJ02710	1	NEW	YARD	06/07/11	\$46,000.00	
310	CAT MINI EXCAVATOR	304DRC AIR	TYK00367	1	NEW	YARD	09/07/12	\$37,000.00	
311	** BACKHOE ATTACHMENT: MISC	-----	-----	-----	-----	-----	-----		
312	HD CAT BUCKET	36"/325B	MSOHFSQ0	1	NEW	YARD	1/20/02	\$4,000.00	
313	CEPCO BUCKET	48"/325B	480C052	1	GOOD	YARD	6/22/01	\$3,000.00	
314	CAT BUCKET	48"/329DL	BO4061	1	NEW	YARD	04/18/11	\$3,000.00	
315	SLAB BUCKET	48"/325B	05EXBPR48	1	GOOD	YARD	5/14/97	\$4,000.00	
316	CEPKO BUCKET	60"/325B	600CX37	1	GOOD	YARD	6/28/01	\$5,000.00	
317	CEPCO BUCKET W/SIDE CUTTERS	54"/325B	225A060XC002	1	GOOD	YARD		\$3,000.00	
318	CEPKO BUCKET	24"/325B	240CX46	1	GOOD	YARD	6/28/01	\$2,500.00	
319	HD ENTEK BUCKET	48"/325B	12400	1	GOOD	YARD	5/23/01	\$2,500.00	
320	BRACKET H115S-225	225-H115S	1803	1	GOOD	YARD		\$0.00	
321	CAT HYDRO HAMMER	H115S	04PL00401	1	GOOD	YARD	5/18/01	\$15,000.00	
322	CAT HAMMER	H130S HMR	7CM00580	1	GOOD	YARD	7/21/01	\$20,000.00	
323	TOP MOUNT - CAT LINKAGE	TB725	220-2894	1	NEW	YARD	04/09/02	\$3,900.00	
324	FROST TOOTH 325	325B	LIT-159762	1	GOOD	YARD		\$500.00	
325	WRECKING BALL	2000 #		1	GOOD	YARD	3/13/91	\$100.00	
326	OVERHAUL BALL	2700-00060	OB12EE150	1	NEW	YARD	06/16/06	\$1,300.00	\$1,000.00
327	ADAPTER BRCKT for LB2650 to KENT	NONE	NONE	1	GOOD	YARD	10/23/96	\$100.00	
328	ADAPTER BRCKT for 325 to AUGER	NONE	NONE	1	GOOD	YARD	05/12/98	\$100.00	
329	CAT BUCKET	54" W/C	89GB10600009	1	NEW	YARD	04/26/02	\$8,000.00	
330	CAT BUCKET	30" 325	03663	1	NEW	YARD	02/17/03	\$6,500.00	
331	** BACKHOE ATTCHMINT: AUGER	-----	-----	-----	-----	-----	-----		
332	HYDRAULIC AUGER	H-10	HPS-475	1	GOOD	YARD	10/09/90	\$1,000.00	
333	HYDRAULIC AUGER + 3" HEX ADAPT.	EMD 25	40010673	1	NEW	YARD	11/28/07	\$15,000.00	
334	AUGER 2 1/4" HEX FLYTE	24" X 4'		1	GOOD	YARD	10/09/90	\$100.00	\$100.00
335	AUGER 2 1/4" DIRT HEAD	24" X 4'		1	GOOD	YARD	10/09/90	\$1,000.00	\$100.00
336	AUGER 2 1/4" HEX FLYTE	24" X 7'		1	GOOD	YARD	08/15/91	\$1,000.00	\$100.00
337	AUGER 3" HEX FLYTE	30" X 3'	NONE	1	GOOD	YARD	11/14/93	\$1,000.00	\$100.00
338	AUGER 3" HEX FLYTE	30" X 5'	NONE	2	GOOD	YARD	11/14/93	\$1,000.00	\$100.00
339	14" X 2-1/4" X 3" ADAPTOR			1	GOOD	YARD	01/01/01	\$0.00	\$250.00
340	AUGER FLYTE	X 1'		1	USED	YARD		\$0.00	
341	AUGER STEM	5' X 3'		1	USED	YARD		\$0.00	
342	AUGER ROCK & DIRT HEAD	X14"		1	USED	YARD		\$0.00	
343	3" HEX KELLY BAR	1/2"	NONE	1	GOOD	YARD	11/14/93	\$100.00	\$450.00

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344	8EX312	FLANGE W/HEX 3" ADPTR	8 BOLT	NONE	1	GOOD	YARD	11/14/93	\$100.00	\$440.00
345	8EX314	AUGER STEM	3' X 2-1/4" HEX		1	USED	YARD		\$0.00	
346	8EX315	AUGER STEM	4' X 2-1/4" HEX		1	USED	YARD		\$0.00	
347	8EX316	AUGER STEM	5' X 2-1/4" HEX		1	USED	YARD		\$0.00	
348	8EX317	AUGER FLANGE	AUGER		1	USED	YARD		\$0.00	
349	8EX318	ADAPTER HUB	225FX200M	557159	1	GOOD	YARD	02/27/03	\$0.00	
350	8EX4	** BACKHOE ATTCHMNT: BREAKERS								
351	8EX401	LOWE AUGER 1845C/CASE	1650E-H	6032214	1	GOOD	YARD		\$1,200.00	
352	8EX402	AUGER STEM 18" 1845C/DIRT HEAD	4'X18"	A3844	1	GOOD	YARD		\$1,200.00	
353	8EX403	CUTTERHEAD 3" HEX 31" X 2'	AUGER	ROCK & DIRT	1	GOOD	YARD	04/19/00	\$0.00	\$700.00
354	8EX404	CUTTERHEAD 2 1/4" HEX X 14' X 3'	AUGER	ROCK & DIRT	1	GOOD	YARD	4/19/00	\$0.00	\$700.00
355	8EX405	TELEDYNE HYD BREAKER	TB825X	92052013	1	GOOD	YARD	08/11/92	\$5,000.00	
356	8EX406	TELEDYNE HYD BREAKER	TB825X	6.5E-4080	1	GOOD	YARD	3/26/97	\$5,000.00	
357	8EX410	KENT HYD. BREAKER	KHB-8G	8G1650	1	GOOD	YARD	4/14/93	\$2,500.00	
358	8EX411	TRAMAC to 1845C/CASE	TY00007		1	GOOD	YARD	02/23/94	\$100.00	\$1,400.00
359	8EX412	CHISEL TOOL	H115S CAT	TB400-C-850	1	GOOD	YARD	3/26/97	\$50.00	\$300.00
360	8EX413	CHISEL TOOL	H130S CAT	D731/1205963	1	GOOD	YARD	7/31/01	\$1,000.00	\$1,500.00
361	8EX414	CHISEL TOOL 30" KENT	KHB8G	R2122	1	GOOD	YARD	7/18/01	\$150.00	\$350.00
362	8EX415	MOIL POINT		BLFQ72P36	1	GOOD	YARD	3/27/95	\$100.00	\$700.00
363	8EX416	MOIL POINT		TM0545-0166	1	GOOD	YARD	4/17/95	\$100.00	\$800.00
364	8EX417	MOIL POINT			1	GOOD	YARD	6/27/96	\$50.00	\$1,000.00
365	8EX5	** BACKHOE ATTCHMNT: CRUNCHERS								
366	8EX502	MP-20 CAT	MP-20	OACF00357	1	NEW	YARD	06/04/02	\$66,340.00	
367	8FL0	** FORKLIFTS								
368	8FL001	PERKINS FORKLIFT	TE200S	18220	1	GOOD	YARD	08/30/94	\$10,000.00	
369	8FL002	TAYLOR FORKLIFT	Y12WS	1684256	1	GOOD	YARD		\$5,000.00	
370	8FO1	** FORM: HARDWARE								
371	8FO101	1" X 24" SHE BOLTS			30	NEW	YARD	03/07/03	\$100.00	\$100.00
372	8FO102	"A" BRACKETS (JAHN)	A-81		7500	GOOD	YARD		\$500.00	\$500.00
373	8FO103	"C" CLAMPS (JAHN)	A-82		1200	GOOD	YARD		\$500.00	\$500.00
374	8FO104	SCAFFOLD JACKS (JAHN)	A-89		200	GOOD	YARD		\$50.00	\$50.00
375	8FO105	SCREW TURN BUCKLES	A-27		165	GOOD	YARD		\$50.00	\$50.00
376	8FO106	6" X1'-0" WALES			8	GOOD	YARD	6/28/01	\$100.00	\$100.00
377	8FO107	6" X1'-0" WALES			16	GOOD	YARD	4/20/01	\$500.00	\$500.00
378	8FO108	2-1/2"X5-1/2"X16' LVL	Gang Form		8	GOOD	YARD	4/20/01	\$50.00	\$50.00
379	8FO109	3/4"X2" SPEED BOLT & NUT	Gang Form		100	GOOD	YARD	4/20/01	\$100.00	\$100.00
380	8FO110	LVL BEAMS	1120	NONE	146	NEW	LEW P.	01/24/03	\$8,000.00	
381	8FO111	COLUMN FORMS 12"	12" DIA X 4'		1	GOOD	YARD	11/29/90	\$100.00	\$100.00

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382	8FO112	COLUMN FORMS 12"	12" DIA X 8'	2	GOOD	YARD	11/29/90	\$100.00	\$100.00
383	8FO113	COLUMN FORMS 36"	36" DIA X 15'	3	GOOD	YARD	05/30/91	\$100.00	\$100.00
384	8FO114	COLUMN FORMS 42"	42" DIA X 12'	1	GOOD	YARD		\$100.00	\$100.00
385	8FO115	COLUMN FORMS 60"	60" DIA X 12'	1	GOOD	YARD		\$100.00	\$100.00
386	8FO121	GAMCO BARR FRM, GNG 296LF	3'-7" X 8'	37	GOOD	YARD	06/21/91	\$2,000.00	\$2,000.00
387	8FO122	GAMCO BARR FRM, GNG 96LF	3'-6" X 8'	24	GOOD	YARD	04/19/94	\$2,000.00	\$2,000.00
388	8FO123	BARRIER FRMS, GANG 180LF	3'-6" X 10'	74	GOOD	YARD	04/27/93	\$2,000.00	\$2,000.00
389	8FO131	GANG FORMS, WALL	8' X 16'	16	GOOD	YARD		\$3,000.00	\$3,000.00
390	8FO132	GANG FORMS, WALL	6' X 16'	4	GOOD	YARD		\$3,000.00	\$3,000.00
391	8FO133	GAMCO BARRIER FORM 42"	44" x 96"	19	NEW	YARD	11/10/06	\$10,925.00	
392	8FO140	FOOTING FORMS 32'	Shop made	18	GOOD	YARD		\$1,000.00	\$1,000.00
393	8FO141	PICKING BEAM 10"	30 FT.	1	GOOD	YARD		\$100.00	\$100.00
394	8FO142	PICKING BEAM 10"	30 FT.	1	GOOD	YARD		\$100.00	\$100.00
395	8FO143	PICKING BEAM 10"	30 FT.	1	GOOD	YARD		\$100.00	\$100.00
396	8FO151	STRICKLAND JACKS		18	GOOD	YARD	02/02/90	\$200.00	\$200.00
397	8FO160	SYMONS		16	GOOD	YARD	04/01/91	\$100.00	\$600.00
398	8FO2 **	* FORM: OVERHANG BRACKETS	-----		-----	-----			
399	8FO202	BR OVERHANG BRCKTS	C-49	476	GOOD	YARD		\$0.00	
400	8FO203	BR OVERHANG BRCKTS	C-49-D	476	GOOD	YARD		\$0.00	
401	8FO204	BR OVERHANG BRCKTS	C-50	529	GOOD	YARD		\$0.00	
402	8FO205	GUARD RAIL RECEPTACLES	C-53	100	GOOD	YARD		\$20.00	
403	8FO206	BRIDGE OVERHANG BRACKETS	HD-72"	QTY	USED	YARD	06/11/04	\$300.00	
404	8FO207	RH TRANSITION FORM - FACE	GAMCO	1	NEW	YARD	11/29/06	\$1,600.00	\$1,600.00
405	8FO208	LH TRANSITION FORM - FACE	GAMCO	1	NEW	YARD	11/29/06	\$1,600.00	\$1,600.00
406	8GEO **	* GENERATORS	-----		-----	-----			
407	8GEO01	COLEMAN - GENERATOR 7000W	PM 477023	1	GOOD	YARD	5/19/93	\$500.00	\$1,800.00
408	8GEO02	HONDA GENERATOR	EB3500XKI	1	NEW	YARD	09/09/02	\$500.00	\$1,440.00
409	8GEO03	BALDOR GENERATOR	TS 80	1	USED	YARD	01/20/11	\$10,000.00	\$5,000.00
410	8GEO04	1593EB5000XK3	S-#20351593	1	NEW	YARD	05/31/12	\$500.00	\$1,500.00
411	8GEO09	HONDA GENERATOR	EB3500	1	GOOD	BOB	10/23/01	\$500.00	\$1,440.00
412	8GEO10	HONDA GENERATOR	EB3500	1	GOOD	BOB	10/23/01	\$500.00	\$1,440.00
413	8GEO11	HOMELITE 2500W	EB3500	1	GOOD	YARD	06/30/94	\$50.00	\$500.00
414	8GEO12	HOMELITE 4200W	176R142A	1	GOOD	YARD	3/31/89	\$500.00	\$1,350.00
415	8GEO13	ROBIN 4100E	RGV4100E	1	NEW	YARD	02/15/02	\$500.00	\$1,000.00
416	8GEO14	ROBIN 4100E	RGV4100E	1	NEW	YARD	02/15/02	\$500.00	\$1,000.00
417	8GEO15	HONDA EG5000 GENERATOR	EG5000	1	NEW	YARD	07/18/12	\$1,500.00	\$1,600.00
418	8GEO18	ROBIN 4100	RGV-41063	1	NEW	BOB		\$3,000.00	\$3,000.00
419	8GEO19	ROBIN 3500W	RGX3500	1	GOOD	YARD	4/12/94	\$500.00	\$1,600.00

EQUIPMENT LIST

A	B	C	D	E	F	G	I	K	M
code	make	model number	serial #	# pcs	condition	location	date purchased	appraisal	replacement
420	ROBIN 3500W	RGX3500	1035903	1	GOOD	WILL	8/22/94	\$500.00	\$1,600.00
421	MULTIQUIP	GDP 4000	2980061	1	GOOD	YARD		\$500.00	\$1,500.00
422	ROBIN 3500W	RGX3500	1040779	1	GOOD	BOB		\$500.00	\$1,500.00
423	ROBIN 3500W #5	RGX3500	1040787	1	GOOD	BOB		\$100.00	\$100.00
424	ROBIN 3500W #7	RGX3500	1041227	1	GOOD	BOB	11/16/96	\$100.00	\$1,500.00
425	ROBIN 3500W #8	RGX3500	1041243	1	GOOD	YARD	10/16/96	\$100.00	\$1,500.00
426	ROBIN 3500W	RGX3500	1041360	1	GOOD	YARD	5/20/97	\$100.00	\$1,425.00
427	ROBBINS 3500 W	RGX3500	1402449	1	GOOD	YARD		\$500.00	\$1,000.00
428	ROBIN 3500W	RGX3500	1041532	1	GOOD	YARD	08/12/97	\$500.00	\$1,540.00
429	ROBIN 3500W #9	RGX3500	1041533	1	GOOD	BOB	8/1/97	\$100.00	\$1,655.00
430	ROBIN 3500W	RGX3500	1041859	1	GOOD	YARD	8/29/97	\$500.00	\$1,540.00
431	ROBIN 3500W	RGX3500	1041523	1	GOOD	YARD	4/12/96	\$100.00	\$1,600.00
432	ROBIN 3500W	RGX3500	1041227	1	GOOD	BOB	10/17/96	\$100.00	\$1,600.00
433	ROBIN 3500W	RGX3500	1041243	1	GOOD	BOB	10/16/96	\$100.00	\$1,600.00
434	ROBIN 3500W	RGX3500	1041533	1	GOOD	BOB	8/12/97	\$100.00	\$1,540.00
435	ROBIN 3500W	RGX3500	1041534	1	GOOD	YARD		\$100.00	\$1,540.00
436	ROBIN 3500W	RGX3500	1041539	1	GOOD	YARD	5/22/97	\$100.00	\$700.00
437	MULTIQUIP HI-CYCLE	GDP-4000	292-5584	1	GOOD	YARD	3/13/92	\$100.00	\$1,900.00
438	TITAN INDUSTRIAL	TG6250	11164	1	GOOD	YARD	01/01/01	\$1,200.00	\$1,300.00
439	GENERATOR 4300 W	NGK4300H	H0007658	1	GOOD	YARD	5/25/01	\$1,360.00	\$1,360.00
440	GENERATOR 4300 W	NGK4300H	H0007659	1	GOOD	YARD	5/25/01	\$1,360.00	\$1,360.00
441	ROBIN GENERATOR 4800 W	RGX4800		1	NEW	YARD	12/12/06	\$1,400.00	\$1,400.00
442	ROBIN GENERATOR 4800 W	RGX4800		1	NEW	YARD	12/12/06	\$1,400.00	\$1,400.00
443	WYCO GENERATOR HI-CYCLE #3	W511-807	1291	1	GOOD	BOB	3/12/97	\$200.00	\$2,800.00
444	WYCO GENERATOR HI-CYCLE	W511-807	1315	1	GOOD	BOB	5/30/97	\$200.00	\$2,600.00
445	WYCO GENERATOR HI-CYCLE	W511-807	1227	1	GOOD	YARD	11/11/96	\$200.00	\$2,400.00
446	WYCO HI CYCLE	511807	1541	1	GOOD	YARD	06/01/99	\$200.00	\$2,800.00
447	WYCO GENERATOR HI-CYCLE	W511-807	1290	1	GOOD	YARD	3/12/97	\$200.00	\$3,070.00
448	WYCO GENERATOR HI-CYCLE	W511-807	1306	1	GOOD	BOB	5/30/97	\$200.00	\$2,900.00
449	DEWALT GENERATOR	4300	10041	1	NEW	BOB	03/19/03	\$1,000.00	\$1,700.00
450	DEWALT GENERATOR	DG4300	3400	1	NEW	BOB	03/28/03		\$1,500.00
451	NAC	NGK4300H	H0000097	1	GOOD	YARD		\$0.00	\$1,300.00
452	NAC	NGK4300H	H0000096	0	GOOD	YARD		\$0.00	\$1,300.00
453	NAC	NGK4300H	H0000095	1	GOOD	YARD		\$0.00	\$1,300.00
454	NAC	NGK4300H	H0001996	1	GOOD	WILL		\$0.00	\$1,300.00
455	NAC	NGK4300H	H0001993	1	GOOD	YARD	08/01/99	\$0.00	\$1,300.00
456	ROBIN RGV	4101	2044699	1	NEW	YARD	02/14/02		\$800.00
457	ROBIN RGV	4101	2044701	1	NEW	YARD	02/14/02		\$800.00

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458	WYCO HI CYCLE	WYCO	1856	1	NEW	YARD	06/01/02	\$2,800.00	\$2,800.00
459	WYCO HI CYCLE	WYCO	1878	1	NEW	YARD	04/04/03	\$3,032.00	\$3,000.00
460	WYCO HI CYCLE	WYCO	1813	1	NEW	YARD	04/04/03	\$3,032.00	
461	DEWALT GENERATOR 4.0 - 4.4 KW	DG4300	2100043802	1	NEW	YARD	04/15/05	\$1,400.00	\$1,400.00
462	DEWALT GENERATOR 4.0 - 4.4 KW	DG4300	2100043804	1	NEW	YARD	04/15/05	\$1,400.00	\$1,400.00
463	DEWALT GENERATOR 4.0 - 4.4 KW	DG4300	2100043801	1	NEW	YARD	04/15/05	\$1,400.00	\$1,400.00
464	GENERATOR1627	HEB5000XK3	EBPC-1008365	1	NEW	YARD	10/31/12	\$1,500.00	
465	HONDA S#20351630	HEB5000XK3	EBPC-1009431	1	NEW	YARD	10/31/12	\$1,500.00	
466	* HEATERS								
467	MASTER-FLOW HEATERS ELECT	AH-751		4	GOOD	YARD		\$100.00	\$100.00
468	PAULIN HEATER	1500		1	GOOD	BOB		\$0.00	\$40.00
469	PAULIN HEATER	1500		1	GOOD	BOB		\$0.00	\$40.00
470	PROPANE HEATER	SPC-85	A514978	1	GOOD	BOB		\$0.00	\$150.00
471	PROPANE HEATER			6	GOOD	YARD		\$0.00	\$600.00
472	ALL-PRO PROPANE FORCED AIR	SPC-85	A765859	1	GOOD	BOB		\$0.00	\$150.00
473	ALL-PRO PROPANE FORCED AIR	SPC-85	A765858	1	GOOD	BOB		\$0.00	\$150.00
474	* HOISTS / FANS								
475	FORCED AIR- ELECTRIC	15' HOSE		0	GOOD	YARD		\$0.00	\$0.00
476	PATTON BLOWER/FAN	48"	93 R1600006	1	GOOD	YARD	08/06/94	\$50.00	\$1,100.00
477	* JACKS								
478	ENERPAC HYD JACK (PORTA-PWR)		RC106	2	GOOD	YARD		\$100.00	\$300.00
479	ENERPAC POWER PAC		P352	1	GOOD	YARD		\$100.00	\$300.00
480	ENERPAC POWER PAC		P141	1	GOOD	YARD		\$100.00	\$300.00
481	ENERPAC WR5 DUCKBILL		05298C	2	GOOD	YARD		\$100.00	\$300.00
482	PRO VALUE	2-TON	FLOOR JACK	1	GOOD	YARD		\$50.00	\$200.00
483	LINCOLN	2-TON	W93642	1	GOOD	YARD		\$50.00	\$200.00
484	* MIXERS								
485	MIXER - MORTAR	655PM	1300143	1	GOOD	YARD	5/13/94	\$1,000.00	\$2,075.00
486	MIXER MORTAR	655PM	164119	1	GOOD	YARD		\$200.00	\$500.00
487	MIXER ELEC HAND	HER-205	90022	1				\$0.00	\$0.00
488	* MISC TOOLS & EQUIPMENT								
489	EMPLOYEE & HMC-TOOLS-VARI			0	GOOD	YARD		\$0.00	\$0.00
490	B&H RADIAL ARM SAW		UK/6610950	2	GOOD	YARD		\$100.00	\$100.00
491	BANDING MACHINE			4	GOOD	YARD		\$50.00	\$250.00
492	BARREL SPRAYER	SD-200	2110-19	1	GOOD	YARD	11/03/92	\$50.00	\$1,400.00
493	TITAN INDUSTRIAL POWER WASHER	TPW2000	11083	1	GOOD	YARD	01/01/01	\$200.00	\$300.00
494	PIT-BULL 14" CUT-OFF	14" BLADE	CHINA	1	GOOD	YARD	01/01/01	\$50.00	\$100.00
495	HILTI ROTATING LASER KITw/Tripod	PR-20	342004056	1	NEW	YARD	05/09/05	\$1,000.00	\$1,000.00

EQUIPMENT LIST

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496	8MT007	HILTI ROTATING LASER	11605523	1	NEW	YARD	06/17/05	\$1,000.00	\$1,000.00
497	8MT008	DOCKING STATION FOR ITX	0505054-118	1	NEW	OFFICE	07/22/05	\$1,000.00	\$1,000.00
498	8MT011	C-H TABLE SAW	S32A635	1	GOOD	YARD		\$100.00	\$200.00
499	8MT012	C-H TABLE SAW	S32A289	1	GOOD	YARD		\$100.00	\$200.00
500	8MT013	CONCRETE SPRAYER	894-40-496	1	GOOD	YARD		\$50.00	\$500.00
501	8MT014	CRAFTSMAN - 15" DRILL PRESS	9202-740030	1	GOOD	YARD	04/02/92	\$50.00	\$300.00
502	8MT032	HILTI NAIL GUN	353547	1	GOOD	YARD	4/22/91	\$100.00	\$420.00
503	8MT033	HILTI NAIL GUN	371931	1	GOOD	BOB	04/22/91	\$100.00	\$420.00
504	8MT034	HILTI NAIL GUN	353543	1	GOOD	LEW		\$100.00	\$420.00
505	8MT035	JAMERCO NAIL GUN	JTNFHC	1	GOOD	YARD		\$100.00	\$300.00
506	8MT041	IMPACT WRENCH - AIR 3/4	98162A	1	GOOD	YARD		\$100.00	\$420.00
507	8MT045	KNAACK CROSS BOX W/MISC.	LEAD MASKS	1	GOOD	YARD	03/12/90	\$50.00	\$300.00
508	8MT046	MILW IMPACT WRENCH 1/2	23278	2	GOOD	BOB		\$50.00	\$300.00
509	8MT048	MACDONALD SCABBLER	7U119	1	GOOD	YARD	08/29/90	\$50.00	\$300.00
510	8MT051	PASLODE IMPULSE NAIL GUN #1	980391048G	1	GOOD	BOB	09/01/98	\$50.00	\$300.00
511	8MT052	PASLODE IMPULSE NAIL GUN #2	983091049G	1	GOOD	BOB	09/01/98	\$50.00	\$300.00
512	8MT053	PAVEMENT BUMP TESTER 15'	500	1	GOOD	YARD	6/6/97	\$100.00	\$800.00
513	8MT054	PAVEMENT BUMP TESTER 10'		1	GOOD	YARD		\$100.00	\$800.00
514	8MT055	POWER SPRAYER	CIM-B040.006	1	GOOD	YARD	6/23/94	\$200.00	\$1,250.00
515	8MT056	R&D PARTS WASHER	E-95	1	GOOD	YARD		\$100.00	\$100.00
516	8MT060	MILWAUKEE BAND SAW - HAND	0457143641	1	GOOD	WILL		\$0.00	\$0.00
517	8MT061	RIDGID ELEC BANDSAW	945-1456R	1	GOOD	YARD		\$200.00	\$200.00
518	8MT062	RIDGID PIPE MACHINE	31106	1	GOOD	YARD		\$200.00	\$200.00
519	8MT065	SCHONSTEDT PIPE&CABLE LOCATOR	117367	1	GOOD	YARD	4/22/96		\$1,700.00
520	8MT066	SUPER BEE SPRAYER	43416	1	GOOD	YARD	12/09/94	\$200.00	
521	8MT081	WEED TRIMMER ST155	H01730160	1	GOOD	YARD		\$50.00	\$0.00
522	8MT082	HOMELITE WEED TRIMMER	4F1250019	1	GOOD	YARD		\$50.00	\$0.00
523	8MT083	PASLODE	010890179	1	GOOD	WILL		\$0.00	\$0.00
524	8MT085	SAWZALL MILWAUKEE	7748394372198	1	GOOD	YARD		\$0.00	\$0.00
525	8MT086	MILWAUKEE SAWZALL	916C397130623	1	GOOD	WILL		\$0.00	\$0.00
526	8MT087	MAKITA SAWZALL	800898	1	GOOD	YARD		\$0.00	\$0.00
527	8MT088	SAWZALL	6521-21	1	NEW	WILL	04/01/02	\$200.00	\$200.00
528	8MT090	RIGID 10" TABLE SAW	TS3612	1	NEW	YARD	11/05/02	\$711.79	\$700.00
529	8MT091	LARGE TY TOOL & ACC	02275PO398	1	NEW	YARD	01/31/03	\$2,489.94	
530	8MT092	PARTNER POWER CUTTER	9.6 V	1	NEW	YARD	11/04/04	\$900.00	\$400.00
531	8OE1	** OFFICE EQ. COPIERS	-----	1	-----	-----			
532	8OE101	XEROX DOCU CENTRE	332/340	1	GOOD	OFFICE	08/01/99	\$2,000.00	
533	8OE102	KONICA 1500 COPIER	8823975	1	GOOD	BOB		\$500.00	\$1,600.00

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534	KONICA 1212 COPIER	1212		1	GOOD	YARD	1/31/01	\$500.00	
535	KONICA 7218 COPIER	C183 (ID)	28HE02043	1	NEW	YARD	06/10/05	\$2,628.00	
536	KONICA 1112 COPIER	1112	585225805	1	GOOD	YARD	11/16/94	\$500.00	\$1,395.00
537	KONICA 1112 COPIER	1112	585225808	1	GOOD	YARD	11/16/94	\$500.00	\$1,395.00
538	KONICA 222 COPIER	222	A11W011005476	1	NEW	YARD	09/03/09	\$2,500.00	
539	KONICA 1212 COPIER W/STAND	1212 /STAND	947-112	1	GOOD	YARD	12/17/97	\$500.00	
540	KONICA 180 COPIER W/STAND	DO23	30735775	1	NEW	YARD	05/24/06	\$2,700.00	
541	KONICA WITH STAND	1212	26FE11739	1	GOOD	WILL	1/15/02	\$500.00	
542	KONICA 1290 COPIER	1290	392206988	1	GOOD	YARD		\$500.00	
543	KONICA 1212 COPIER	1212	26FE10249	1	GOOD	BOB	08/23/00	\$500.00	
544	KONICA COPIER WITH STAND	1212	26FE11621	1	GOOD	BOB	4/9/01	\$500.00	
545	CANON COPIER WITH STAND	IR C3380//59926	TXP00357	1	NEW	OFFICE	05/03/07	\$10,000.00	
546	* OFFICE EQ: FAX MACHINES	*****	*****		*****	*****			
547	CANON FAX MACHINE	3170	UYP0460	1	GOOD	OFFICE			
548	CANON LASER FAX MACHINE 710	ID #L8500	UZS34344	1	NEW	OFFICE	03/07/05	\$1,879.00	\$1,800.00
549	CANON FAX	FAX 705	5278887	1	GOOD	BOB		\$0.00	\$200.00
550	HP OFFICEJET	C2890A	US51GE10XY	1	GOOD	YARD	04/01/99	\$200.00	\$200.00
551	PANASONIC		2550	1	GOOD	YARD		\$200.00	\$200.00
552	CANON FAX/PHONE	MP1000	15530	1	GOOD	YARD		\$0.00	\$200.00
553	PANASONIC FAX MACHINE	KXFP101	95AFB387919	1	GOOD	LEW		\$0.00	\$200.00
554	PANASONIC FAX MACHINE	KXFP85	0GCRAS12293	1	GOOD	LEW		\$0.00	\$200.00
555	PANASONIC COPIER HP	C2890A	USSIGE10XY	1	GOOD	LEW		\$0.00	\$200.00
556	* OFFICE EQ: TV/VCR	*****	*****		*****	*****			
557	HP FAX/COPIER/S-P	720	MY9C5G20MN	1	GOOD	BOB		\$0.00	\$200.00
558	HP FAX/COPIER	920	MY9CRE111F	1	GOOD	BOB		\$0.00	\$200.00
559	GE MICROWAVE		M69381325	1	GOOD	BOB		\$0.00	\$200.00
560	HP COPIER/SCANNER/PRINTER	720	MYOA313077	1	GOOD	BOB	4/19/01	\$0.00	\$200.00
561	SAMSUNG TV/VCR	VM3003	172569	1	GOOD	OFF.		\$50.00	\$360.00
562	SAMSUNG TV/VCR	VM3003	B3GMAD0138	1	GOOD	BOB		\$50.00	\$360.00
563	SAMSUNG TV/VCR	VM3105	8CAB801404	1	GOOD	DON S.	03-18-93	\$50.00	\$360.00
564	GE REFRIGERATOR		OH088420	1	GOOD	BOB		\$50.00	\$300.00
565	GE REFRIGERATOR		960305546	1	GOOD	BOB		\$50.00	\$400.00
566	FAX 1020		7.25185E+11	1	NEW	WILL	05/01/02	\$50.00	\$400.00
567	SAMSUNG TV/VCR	VM3105	3CAB801404	1	GOOD	YARD	03/18/93	\$50.00	\$360.00
568	RCA	CC540	352430693	1	GOOD	YARD	8/31/94	\$50.00	\$600.00
569	MICROWAVE	ML44IT	8611052545	1	GOOD	BOB		\$50.00	\$150.00
570	WATERCOOLER	EBAHC-1-1	880618059	6	GOOD	YARD		\$50.00	\$250.00
571	AVANTI REFRIGERATOR		00698	1	GOOD	YARD		\$50.00	\$200.00

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1									
572	80E324	WATER COOLER	9125-178647	1	GOOD	YARD		\$0.00	\$0.00
573	80E325	WATER COOLER		3	GOOD	BOB		\$0.00	\$0.00
574	80E326	GE COOLER	GXCF05D01	1	NEW	YARD	04/19/02	\$100.00	\$150.00
575	80E327	GE COOLER		1	NEW	YARD	04/19/02	\$100.00	\$150.00
576	80E328	GE COOLER		1	NEW	YARD	04/19/02	\$100.00	\$150.00
577	80E329	OASIS	0210-096429	1	NEW	BOB	04/25/02	\$100.00	\$230.00
578	80E4 **	* OFFICE EQP: PORTABLE PHONE							
579	80E5 **	* OFFICE EQ: DESK PHONES							
580	80E501	DESKS		3	GOOD	YARD		\$0.00	\$0.00
581	80E502	FILE CABINET		1	GOOD	YARD		\$0.00	\$0.00
582	80E503	FOLDING TABLES 8'		2	GOOD	YARD		\$0.00	\$0.00
583	80E504	FOLDING CHAIRS		6	GOOD	YARD		\$0.00	\$0.00
584	80E505	SWIVEL CHAIRS		4	GOOD	YARD		\$0.00	\$0.00
585	80E6 **	* OFFICE EQ: COMPUTER EQUIP							
586	80E600	BASIC SERVER T-310 & CHASSIS	T-310/T-410	1	NEW	OFFICE	03/24/12	\$5,000.00	\$0.00
587	80E601	HP DESIGNJET EMF P POST SCRIPT	T2300PS	1	NEW	OFFICE	04/08/11	\$6,000.00	\$0.00
588	80E602	VIEWPOINT ACCOUNTING SOFTWARE	W/LICENSES	8	NEW	OFFICE	02/20/12	\$20,000.00	
589	80E603	SYSTEMAX VENTURE	HU30	1	NEW	OFFICE	02/25/04	\$1,000.00	
590	80E604	SYSTEMAX VENTURE	HU30	1	NEW	OFFICE	02/25/04	\$1,000.00	
591	80E605	DELL LAPTOP COMPUTER	Inspiton 3200	1	GOOD	OFFICE	09/09/98	\$1,000.00	
592	80E606	DELL LAPTOP COMPUTER	Inspiton 3500	1	GOOD	OFFICE	02/23/99	\$1,000.00	
593	80E607	BALT UNIVERSAL PRINTER STAND	JPM	1	GOOD	OFFICE	08/22/00		\$0.00
594	80E608	SYSTEMAX PRO PC	PD925 3.0GHz	1	NEW	OFFICE	05/19/07		\$650.00
595	80E609	HP COMPAQ W/19" MONITOR	5700RME4300/81	1	NEW	OFFICE	05/25/07	\$1,000.00	
596	80E611	HPCD5700 MT SRP KMAT W/ACCESS.	415516-999	1	NEW	OFFICE	03/23/07	\$3,000.00	
597	80E612	OKIDATA ML395 24PIN WIDE PRINTER	002A6027373	1	GOOD	OFFICE	08/22/00	\$300.00	\$1,000.00
598	80E613	OKIDATA ML395 IMPACT PRINTER	OKI 394 ML	1	NEW	OFFICE	11/14/06	\$1,000.00	\$1,000.00
599	8P1 **	* PILE EQP: EXTRACTORS							
600	8P102	HD-15 PILE EXTR	HD15	1	GOOD	YARD	05/06/87	\$3,000.00	\$2,000.00
601	8P103	DCS USED SHEETING HEAD	DCS-1	1	FAIR	YARD	12/18/04	\$2,000.00	\$2,000.00
602	8P104	SET OF LEAD GUIDES	CX85	1	NEW	YARD	01/09/04	\$1,000.00	\$1,000.00
603	8P105	SUSP SLING SET		1	GOOD	YARD	01/01/89	\$0.00	\$300.00
604	8P1205	BOTTOM HEAD	6202102	1	NEW	YARD	04/06/05	\$1,000.00	\$1,000.00
605	8P2 **	* PILE EQP: HAMMERS							
606	8P1200	PILECO HAMMER	D19-42	1	NEW	YARD	11/03/06	\$35,000.00	
607	8P201	HPSI 260 VIBRATORY & POWER PACK	HPS607 1993	1	GOOD	YARD	5/29/97	\$15,000.00	
608	8P202	520 PILE HAMMER	D/R 520	1	USED	YARD	06/11/04	\$300.00	\$300.00
609	8P203	440 PILE HAMMER	D/R 440	1	USED	YARD	06/11/04	\$300.00	\$300.00

EQUIPMENT LIST

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610	8PI204	H65 HAMMER	BYT02270	1	NEW	YARD	05/23/11	\$15,000.00	
611	8PI205	OILER FOR 50C		1	NEW	YARD	03/21/03	\$0.00	\$0.00
612	8PI206	I.C.E. /LINK BELT	13S161	1	GOOD	YARD	05-26-87	\$5,000.00	
613	8PI207	I.C.E. /LINK BELT	13S406	1	GOOD	YARD	10/20/98	\$5,000.00	
614	8PI208	VULCAN AIR-LINE OILER & VALVE	15KC9001-1	1	NEW	YARD	03/21/03	\$1,200.00	\$1,200.00
615	8PI211	MCKIERNAN & TERRY	0	2	GOOD	YARD		\$500.00	\$500.00
616	8PI212	MCKIERNAN & TERRY	0	1	GOOD	YARD		\$500.00	\$500.00
617	8PI213	MCKIERNAN & TERRY	389	1	GOOD	YARD		\$500.00	\$500.00
618	8PI215	MCKIERNAN & TERRY	10937	1	GOOD	YARD		\$500.00	\$500.00
619	8PI216	MCKIERNAN & TERRY	10898	1	GOOD	YARD		\$500.00	\$500.00
620	8PI221	VULCAN 50C	3450	1	GOOD	YARD		\$1,000.00	\$1,000.00
621	8PI222	VULCAN 50C	3400	1	GOOD	YARD		\$1,000.00	\$1,000.00
622	8PI223	VULCAN 50C	3439	1	GOOD	YARD		\$0.00	\$0.00
623	8PI231	HAIRPINS		2	GOOD	YARD		\$500.00	\$500.00
624	8PI3	** * PILE EQP: HELMETS/CAP'S							
625	8PI301	MCKIERNAN & TERRY	SHEETING	1	GOOD	YARD		\$1,000.00	\$0.00
626	8PI302	MCKIERNAN & TERRY	WOOD PILE	2	GOOD	YARD		\$1,000.00	\$0.00
627	8PI303	MCKIERNAN & TERRY	FLAT	1	GOOD	YARD		\$1,000.00	\$0.00
628	8PI304	VULCAN 50C DRVNG HD	PIPE	2	GOOD	YARD		\$500.00	\$0.00
629	8PI305	VULCAN 50C DRVNG HD	SHEETING	2	GOOD	YARD		\$500.00	\$0.00
630	8PI306	VULCAN 50C DRVNG HD	H PILE	1	GOOD	YARD	8, 10, 12, 14..	\$500.00	\$0.00
631	8PI307	VULCAN 50C DRVNG HD	SHEETING	1	GOOD	YARD	12/01/89	\$500.00	\$0.00
632	8PI4	** * PILE EQP: LEADS							
633	8PI401	LEADS TOP SECTION		1	GOOD	YARD		\$1,500.00	\$0.00
634	8PI402	LEADS TOP SECTION 30'	CONMACO	1	GOOD	YARD	06/08/92	\$1,500.00	\$0.00
635	8PI403	LEADS TOP SECTION	8'X21"	1	GOOD	YARD	9/22/98	\$1,500.00	\$0.00
636	8PI404	CONMACO PILE LEADS 95'	CONMACO	1	GOOD	YARD	05/06/87	\$1,500.00	\$0.00
637	8PI405	CONMACO PILE LEADS 20'	CONMACO	1	NEW	2X	04/18/05	\$1,500.00	\$0.00
638	8PI411	LEADS MIDDLE SECT 5'		1	GOOD	YARD		\$1,500.00	\$0.00
639	8PI412	LEADS MIDDLE SECT 10'		1	GOOD	YARD		\$1,500.00	\$0.00
640	8PI421	LEADS BOTTOM SECT 10' W/SPUDS	CONMACO	1	GOOD	YARD	06/08/92	\$1,500.00	\$0.00
641	8PI422	LEADS BOTTOM SECT		1	GOOD	YARD		\$1,500.00	\$0.00
642	8PU1	** * PUMPS: ELECTRIC							
643	8PU102	2" ELECTRIC	LB3750 2"	1	GOOD	LEW		\$600.00	\$3,000.00
644	8PU103	PUMP 2" ELECTRIC	LB2400	1	GOOD	YARD	5/11/01	\$600.00	\$3,000.00
645	8PU105	FLYGT PUMP 4"	BS2102B	1	GOOD	YARD	3/15/96	\$600.00	\$3,200.00
646	8PU106	FLYGT PUMP 4"	BS2102B	1	GOOD	YARD	3/15/96		\$3,200.00
647	8PU106	SUBMERSIBLE PUMP 2" 110 V PS2 75	0009115	1	GOOD	YARD	9/15/01	\$0.00	\$3,200.00

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648	8PU107	FLYGT PUMP 4"	BS2102B	1	GOOD	WILL		\$500.00	\$3,200.00
649	8PU112	TSURUMI PUMP 3" (110/220V)	NK 15	1	GOOD	YARD	03/31/98	\$400.00	\$2,200.00
650	8PU114	TSURUMI PUMP 3"	NK 15	1	GOOD	YARD	03/31/98	\$400.00	\$2,200.00
651	8PU115	TSURUMI 2"	LB3750	1	GOOD	YARD	01/01/99	\$0.00	\$750.00
652	8PU116	TSURUMI PUMP 2"	LB-3750	1	GOOD	BOB	10/16/92		\$500.00
653	8PU118	TSURUMI PUMP 2" (HY DTY 1HP)	LB2-750	1	GOOD	BOB	10/16/96	\$600.00	\$700.00
654	8PU119	UNKNOWN BRAND 2" ELEC. 110V		2	GOOD	WILL		\$600.00	\$3,200.00
655	8PU120	BJM PUMP 2"	RX750	1	GOOD	BOB		\$600.00	\$600.00
656	8PU121	FLYTE 2" ELECTRIC PUMP	READY 8	1	GOOD	BOB	08/01/01	\$0.00	\$600.00
657	8PU122	FLYTE 2" ELECTRIC PUMP	READY 9	1	GOOD	BOB	08/01/01	\$0.00	\$600.00
658	8PU123	MULTIQUIP 2" ELECTRIC	ST-2010CUL	1	NEW	BOB	08/01/02	\$500.00	\$1,500.00
659	8PU124	MULTIQUIP 2" ELECTRIC	ST-2010CUL	1	NEW	BOB	08/01/02	\$500.00	\$1,500.00
660	8PU130	WEDA PUMP 1.3HP	L165	1	GOOD	YARD	03/31/90	\$500.00	\$1,500.00
661	8PU131	TSURAMI 3" ELECTRIC	NK2-15	1	NEW	BOB	08/01/02	\$500.00	\$1,400.00
662	8PU2	* PUMPS: GAS	-----		-----	-----			
663	8PU201	HOMELITE 2" PUMP	121TP2	1	GOOD	BOB	3/13/92	\$100.00	\$900.00
664	8PU202	HOMELITE 2" PUMP	2"	1	GOOD	BOB	7/7/95	\$50.00	\$660.00
665	8PU203	HOMELITE 2" PUMP	1 21TP2-1B	1	GOOD	YARD		\$50.00	\$660.00
666	8PU205	HOMELITE 3" MUD PUMP	DP318	1	GOOD	YARD		\$600.00	\$1,350.00
667	8PU206	3" TRASH PUMP - GAS	13G/GX160	1	NEW	YARD	07/03/02	\$900.00	\$900.00
668	8PU210	HONDA 3" GAS TRASH PUMP	13G/GX160	1	GOOD	YARD	9/15/01	\$800.00	\$900.00
669	8PU211	3" Pump, Trash Wacker	PT3A-WF4	1	NEW	PAUL	04/23/10	\$800.00	\$1,400.00
670	8PU215	3" TRASH PUMP	EPT2 80	1	GOOD	BOB	7/26/01	\$800.00	\$1,300.00
671	8PU220	TRASH PUMP W/HONDA	2" HTP2	1	GOOD	BOB	9/10/97	\$100.00	\$1,100.00
672	8PU230	WACKER PUMP 3"	PT 3A	1	GOOD	YARD	10/10/95	\$50.00	\$1,200.00
673	8PU231	WACKER PUMP 3"	PT 3A	1	GOOD	YARD	7/1/91	\$100.00	\$900.00
674	8PU240	GORMAN RUPP 3"	GX160	1	GOOD	WILL		\$100.00	\$930.00
675	8PU241	GORMAN RUPP 3"		1	GOOD	YARD	07/08/96	\$100.00	\$1,100.00
676	8PU242	GORMAN RUPP 3"		1	GOOD	WILL	07/08/96	\$100.00	\$1,100.00
677	8PU250	MONARCH GAS CSP 1-1/2"	9011	1	GOOD	YARD		\$25.00	\$530.00
678	8PU251	TSUBUM 1-1/2 PRESSURE PUMP	THP-4070H	1	GOOD	YARD	4/9/01	\$100.00	\$700.00
679	8PU252	TSURAMI 3" CENTRIFUGALS	TE2-80HA	1	GOOD	BOB	09/01/01	\$100.00	\$650.00
680	8PU253	TSURAMI 3" CENTRIFUGALS	TE2-80HA	1	GOOD	BOB	09/01/01	\$100.00	\$650.00
681	8PU254	GORMAN RUPP	13GI-GX160	1	NEW	BOB	06/14/02	\$100.00	\$900.00
682	8RA2	* RADIOS: HAND HELD	-----		-----	-----			
683	8RA3	* RADIOS: MULTI AREA	-----		-----	-----			
684	8RA302	NEXTEL # 1	7100I BLACKKB	1	GOOD	DRS	03/08/07	\$100.00	\$0.00
685	8RA303	NEXTEL # 2	I880G	1	GOOD	SCHULTZ	12/17/07	\$200.00	\$0.00

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686	8RA304	NEXTEL # 3	71001 BLACKB	4021CD39BB	1	NEW	HAGG	04/01/08	\$100.00	\$0.00
687	8RA305	NEXTEL # 4	7001	000102486009120	1	GOOD	NINA	01/01/99	\$50.00	\$0.00
688	8RA306	NEXTEL # 6	1850	364VJJCVB2	1	NEW	WILKES	06/05/08	\$50.00	\$0.00
689	8RA307	NEXTEL # 7	IC-502	23079807136	1	GOOD	SCHMIDT	07/19/07	\$50.00	\$0.00
690	8RA308	NEXTEL # 8	1760	364TGJ2ZVK	1	NEW	MEAGH	07/01/08	\$50.00	\$0.00
691	8RA309	NEXTEL # 10	1560	364KHU4292	1	NEW	TEDESC	01/07/08	\$50.00	\$0.00
692	8RA310	NEXTEL # 12	1760	364VFU6RHQ	1	NEW	ELLEMEN	05/09/08	\$50.00	\$0.00
693	8RA311	NEXTEL # 14	1570	364VJL5Z7	1	NEW	KOG, T	06/11/08	\$50.00	\$0.00
694	8RA312	NEXTEL # 16	1530	364TGE40DH	1	NEW	GONZAL	05/09/08	\$50.00	\$0.00
695	8RA313	NEXTEL # 21	1570	364VJJCMBL	1	NEW	KOG, J	06/05/08	\$50.00	\$0.00
696	8RA314	NEXTEL # 29	1670	364KGJ0D3Y	1	NEW	SPARE	05/09/08	\$50.00	\$0.00
697	8RA315	NEXTEL # 33	1850	364VJEVLNJ	1	NEW	BAKER	05/01/08	\$50.00	\$0.00
698	8RA316	NEXTEL # 39	1670	364TGE99VR	1	NEW	ENGEL E	05/09/08	\$50.00	\$0.00
699	8RA317	NEXTEL # 45	1530	364TGJ5VCM	1	GOOD	PETERSO	05/09/08	\$50.00	\$0.00
700	8RA318	NEXTEL # 49	IC-502	2706520175	1	GOOD	DURANT	10/24/07	\$50.00	\$0.00
701	8RA319	NEXTEL # 50	1730		1	NEW	KIPP		\$50.00	\$0.00
702	8RA320	NEXTEL # 53	1570	364VJJKF32	1	NEW	KUTINA	06/11/08	\$50.00	\$0.00
703	8RA321	NEXTEL # 57	1560	364TGSF09W	1	NEW	WELLS	05/09/08	\$50.00	\$0.00
704	8RA322	NEXTEL # 58	1570	364VJJCMBZ	1	NEW	MOES	06/05/08	\$50.00	\$0.00
705	8RA323	NEXTEL # 63	1580		1	NEW	SIDENSTI		\$50.00	\$0.00
706	8RA324	NEXTEL # 65	1560	364KGJ1Q29	1	NEW	BAILEY B	05/09/08	\$50.00	\$0.00
707	8RA325	NEXTEL # 67	1570	364VJLLGV	1	NEW	SPENCE	07/01/08	\$50.00	\$0.00
708	8RA327	NEXTEL # 68	1560	364KHU41YK	1	NEW	PLEASA	01/07/08	\$50.00	\$0.00
709	8RA328	NEXTEL # 75	1570	364VJL5F88	1	NEW	GARCIA	06/24/08	\$50.00	\$0.00
710	8RA333	NEXTEL # 88	1530	364GE3WNZ	1	NEW	ENGEL E	04/05/08	\$50.00	\$0.00
711	8RA334	NEXTEL # 89	1580	364VHNKYSF	1	GOOD	THOMPS	09/01/07		
712	8RA335	NEXTEL # 91	1670	364KGNBJ4R	1	GOOD	SPARE	03/01/07	\$50.00	\$0.00
713	8RA336	NEXTEL # 92	1530	364TGE40DR	1	NEW	HUISMA	05/08/08	\$50.00	\$0.00
714	8RA337	NEXTEL # 93	1670	364KGNBNKH	1	GOOD	BAILEY M	06/11/07	\$50.00	\$0.00
715	8RA338	NEXTEL # 95	1670	364KGS138D	1	GOOD	ACEVO	08/01/07	\$50.00	\$0.00
716	8RA340	NEXTEL # 99	1670	364KGS32V7	1	GOOD	SPARE	11/15/07	\$50.00	\$0.00
717	8RC0 **	* REBAR CUTTER								
718	8RC001	DIAMOND RE-BAR CUTTER	DC 19	1915	1	GOOD	BOB	02/28/90	\$50.00	\$600.00
719	8SA0 **	* SAFETY EQ: RESPIRATORS								
720	8SA001	MSA (OXYGEN RESCUE TANK)	IN CASE		1	GOOD	YARD		\$200.00	\$600.00
721	8SA002	MSA PERSONAL ALARM MS-PPT	A-3210-L0000A	1440C01	1	GOOD	YARD	4/3/97	\$200.00	
722	8SA003	RESPIRATORS 3M FULL FACE	PAPR	NONE	8	GOOD	YARD	04/05/94	\$200.00	\$1,000.00
723	8SA1 **	* SAFETY EQ: FALL PROT.								

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724	8SA101	BEAMSAFE FALL PROTECTION		9	GOOD	YARD	05/26/94	\$700.00	\$0.00
725	8SA105	LANYARDS 11' RETRACTABLE		6	GOOD	YARD	05/26/94	\$300.00	\$0.00
726	8SA106	MILLER RETRACTABLE LIFELINE		6	GOOD	YARD	10/01/98	\$300.00	\$0.00
727	8SA107	ELK RIVER 25' RETRACTABLES		2	GOOD	YARD		\$0.00	\$0.00
728	8SA108	HARNES - FULL BODY	8428-13	14	GOOD	YARD	01/01/97	\$300.00	\$0.00
729	8SA109	HANDRAIL POSTS (Fall Prot)	NONE	200	GOOD	YARD	07/03/96	\$300.00	\$0.00
730	8SA110	KENCO BARRIER LIFT & BARRIER	SF202110904A9	1	NEW	YARD	03/23/05	\$2,000.00	\$2,000.00
731	8SA111	ALLMAND PORTABLE LIGHT TOWER	920120	1	USED	YARD	03/31/05	\$2,000.00	\$2,000.00
732	8SB0 **	* SANDBLASTERS							
733	8SB002	LINDSAY	28368	1	GOOD	YARD		\$300.00	\$950.00
734	8SB003	LINDSAY 200 SANDBLASTER	5476	1	GOOD	YARD	6/2/95	\$300.00	\$950.00
735	8SB004	LINDSAY	16973	1	GOOD	YARD	06/01/90	\$300.00	\$300.00
736	8SB005	SIPHON BLASTER	F-90	1	GOOD	YARD		\$300.00	\$950.00
737	8SB006	ABRASIVE BLASTER	28637	1	GOOD	YARD	01/01/98	\$300.00	\$950.00
738	8SG0 **	* SANDERS, GRINDERS & DRILLS							
739	8SG001	GRINDER MILWAUKEE 4-1/2"		1	GOOD	YARD		\$1,000.00	\$1,000.00
740	8SG003	BOSCH GRINDER 4" #1	1347A	1	GOOD	BOB		\$1,000.00	\$1,000.00
741	8SG006	SANDER AIR	2705	1	GOOD	YARD		\$1,000.00	\$1,000.00
742	8SG011	MAKITA CONC PLANER	20129E	1	GOOD	BOB	01/25/93	\$50.00	\$450.00
743	8SG018	MILWAUKEE DISC SANDER	069935946	1	GOOD	YARD		\$1,000.00	\$1,000.00
744	8SG019	MILWAUKEE GRINDER	6145	1	GOOD	BOB	5/1/94	\$1,000.00	\$1,000.00
745	8SG020	MILWAUKEE DRILL 1/2"	762A494220374	3	GOOD	YARD		\$1,000.00	\$1,000.00
746	8SG021	MILWAUKEE GRINDER 7 1/4"	75376125	1	GOOD	YARD		\$1,000.00	\$1,000.00
747	8SG022	MILWAUKEE 1/2" DRILL	791B497460782	1	GOOD	YARD		\$0.00	\$0.00
748	8SG023	MILWAUKEE GRINDERS		2	GOOD	WILL		\$0.00	\$0.00
749	8SG025	B&D GRINDER 4 1/2" #1		1	GOOD	YARD		\$1,000.00	\$1,000.00
750	8SG026	SKILL 3/8 DRILL	6635	2	GOOD	BOB		\$0.00	\$100.00
751	8SG027	MILWAUKEE GRINDER W/GUARD	0075321228	1	GOOD	YARD	10/16/96	\$50.00	\$200.00
752	8SG028	1/2 IMPACT ETC.	DEWALT	2	GOOD	YARD		\$0.00	\$300.00
753	8SG029	3/4 IMPACT ETC.	DEWALT	1	GOOD	YARD		\$0.00	\$300.00
754	8SG030	1/2 HAMMER DRILLS	MILL	4	GOOD	YARD		\$0.00	\$200.00
755	8SG031	SAWZALLS	7483673001	1	GOOD	YARD		\$0.00	\$300.00
756	8SM0 **	* STEAM CLEANERS							
757	8SM001	ALADDIN	80406	1	GOOD	YARD	01/01/01	\$400.00	
758	8SM002	HOMELITE PRESSURE WASHER	HL1270068	1	GOOD	YARD	04/28/92	\$400.00	\$1,800.00
759	8SU0 **	* SURVEY EQUIPMENT							
760	8SU002	LASER BEACON LASER LEVEL	3950-59419	1	GOOD	YARD	03/10/97	\$500.00	\$2,600.00
761	8SU021	LEICA WILD AUTOMATIC LEVEL	698272	1	GOOD	BOB	4/13/94	\$50.00	\$740.00

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762	8SU022	LEICA AUTOMATIC LEVEL 24X	5009723	1	GOOD	BOB	05/02/00	\$100.00	\$650.00
763	8SU031	NIKON TOTAL STATION	355125	1	GOOD	YARD	01/01/89	\$2,000.00	
764	8SU032	LIETZ THEODOLITE	82218	1	GOOD	YARD	09/28/90	\$500.00	
765	8SU042	SOKKIA LEVEL	131186	1	GOOD	YARD		\$250.00	\$1,000.00
766	8SU043	SOKKIA LEVEL	340905	1	GOOD	YARD	02/13/92	\$200.00	\$1,000.00
767	8SU044	SOKKIA ELECTRONIC THEODOLITE	139501	1	GOOD	BOB	6/19/96	\$500.00	\$2,400.00
768	8SU052	HILTI	110363	1	GOOD	BOB	7/28/00	\$500.00	\$1,500.00
769	8SU053	LEICA LEVEL	5009695	1	GOOD	YARD	01/01/00	\$300.00	\$800.00
770	8SU054	TRANSIT LEVEL	75660103	1	GOOD	YARD		\$0.00	\$0.00
771	8SU060	LASER PLANE	7057	1	GOOD	YARD	01/01/95	\$0.00	
772	8SU061	LASER PLANE	19517	1	GOOD	YARD	01/01/95	\$0.00	
773	8SU062	LEVEL LEGS	KARA	4	GOOD	BOB		\$0.00	\$0.00
774	8SU063	METRIC ROD	393225M5	1	NEW	BOB	01/01/02	\$0.00	\$170.00
775	8SU045	HILTI LASER	I-15507	1	GOOD	WILL		\$0.00	\$1,500.00
776	8SU046	TOPCON	LN8346	1	GOOD	WILL		\$0.00	\$0.00
777	8SW0 **	* SAWS: CONCRETE CUTOFF	-----		-----	-----			
778		TARGET MASONRY SAW	K950-16"	1	NEW	BOB	07/20/05	\$0.00	\$500.00
779	8SW001	HOMELITE CUTOFF SAW	XL98D	1	GOOD	BOB	12/28/92	\$50.00	\$800.00
780	8SW002	14" GAS CUT-OFF SAW	010600647	1	GOOD	YARD	6/18/01	\$600.00	\$750.00
781	8SW003	14" GAS CUT-OFF SAW	010600648	1	GOOD	YARD	6/18/01	\$600.00	\$750.00
782	8SW016	PARTNER SAW #2	6110212	1	GOOD	BOB	10/16/96	\$200.00	\$800.00
783	8SW017	STIHL SAW 14" CUT-OFF SAW	174254927	1	NEW	YARD	07/18/12	\$800.00	\$800.00
784	8SW023	STIHL SAW 12"	TS350	1	GOOD	BOB	5/20/97	\$200.00	\$700.00
785	8SW024	14" STIHL CUT-OFF SAW	55225146	1	NEW	YARD	07/24/02	\$800.00	\$800.00
786	8SW050	PARTNER	968301800	1	GOOD	YARD		\$0.00	\$700.00
787	8SW053	ICS HYD CONC SAW	823H	1	GOOD	YARD	8/24/98	\$1,500.00	
788	8SW054	STIHL	TS-400	1	GOOD	YARD		\$200.00	\$740.00
789	8SW055	STIHL	TS400	1	GOOD	WILL	06/01/99	\$0.00	\$695.00
790	8SW056	STIHL SAW 12"	133877972	1	GOOD	YARD	11/01/96	\$200.00	\$740.18
791	8SW057	STIHL SAW 12"	1473006114	1	GOOD	YARD	01/01/97	\$200.00	\$695.00
792	8SW058	STIHL SAW 12"	141705579	1	GOOD	YARD	01/01/97	\$200.00	\$695.00
793	8SW059	STIHL SAW, CUT-OFF 12"	160907023	1	NEW	YARD	12/04/03	\$200.00	\$725.00
794	8SW060	14" GAS SAW 94CC	1100208	1	GOOD	YARD	5/3/01	\$200.00	\$800.00
795	8SW061	STIHL SAW 12"	152796014	1	NEW	WILL	04/01/02	\$200.00	\$720.00
796	8SW062	PARTNER SAW 14" CUT-OFF	24200260	1	NEW	BOB	03/31/03	\$935.00	\$935.00
797	8SW1 **	* SAWS: ELECTRIC	-----		-----	-----			
798	8SW101	SKIL SAW 7 1/4"	MODEL 77	2	GOOD	YARD		\$600.00	\$900.00
799	8SW102	SKIL SAW 7 1/4"	MODEL 77	6	GOOD	BOB		\$600.00	\$900.00

CONTRACT NO. RR-20-4538R
PLANT AND EQUIPMENT QUESTIONNAIRE

2c) **EQUIPMENT TO BE PURCHASED**

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

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

CONTRACT NO. RR-20-4538R
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 determined at time of award				

4. MATERIALS COMMITMENTS

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

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

CONTRACT NO. RR-20-4538R
PLANT AND EQUIPMENT QUESTIONNAIRE

5. EXAMINATION OF SITE WORK

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

YES NO

6. DOCUMENT REFERENCE

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

The Special Provisions YES NO

The Contract Plans YES NO

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

Dated at Romeoville this 10th day of December, 2020.

Herlihy Mid-Continent Company

Name of Organization

By

Douglass D. Schultz, President

Title of Person Signing

STATE OF Illinois)

COUNTY OF Will)

Douglass D. Schultz being duly sworn deposes and says that he/she is President

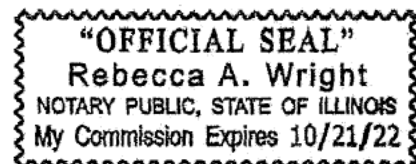
of the above Herlihy Mid-Continent Company and that the answers to the questions in the foregoing
Name of Organization

questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to me before this 10th day of December, 2020.

Notary Public

My Commission Expires: 10/21/22



CONTRACT NO. RR-20-4538R

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

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD _____

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

Herlihy Mid-Continent Company

BIDDER

12/10/20

DATE

SUB-CONTRACTOR

BY: 

SIGNATURE Douglass D. Schultz

SUB-CONTRACTOR

President

TITLE



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 1/15/2021
(Letting date)

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

Part I. Work Under Contract

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

	1-477	2-418	3-470	4-441	5-453	
Contract Number	62C14	60I31	RR-16-4254	63887	60H21	
Contract With	IDOT	IDOT	Curran/ISTHA	IDOT	IDOT	
Estimated Completion Date	2-21	2-21	2-21	2-21	2-21	
Total Contract Price	3,300,000	15,600,000	13,159,000	21,263,000	6,552,000	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	97,000	500		1,000	1,000	99,500
Uncompleted Dollar Value if Firm is the Subcontractor		JV Portion Only	500.00			500
Total Value of All Work						100,000

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						0
Portland Cement Concrete Paving						0
HMA Plant Mix						0
HMA Paving						0
Clean & Seal Cracks/Joints						0
Aggregate Bases & Surfaces						0
Highway,R.R. and Waterway Structures	69,000	500	500	1,000	1,000	72,000
Drainage						0
Electrical						0
Cover and Seal Coats						0
Concrete Construction						0
Landscaping						0
Fencing						0
Guardrail						0
Painting						0
Signing						0
Cold Milling, Planning & Rotomilling						0
Demolition						0
Pavement Markings (Paint)						0
Other Construction (List)						0
Piling						0
						0
Totals	69,000	500	500	1,000	1,000	72,000

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	6-478			9-461	10-485	
Contract Number	62H01			62A97	I-19-4490	
Contract With	IDOT			IDOT	Martam/ISTHA	
Estimated Completion Date	2-21			2-21	2-21	
Total Contract Price	2,412,000			1,134,000	4,151,000	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	147,500			500		247,500
Uncompleted Dollar Value if Firm is the Subcontractor					3,093,000	3,093,500
Total Value of All Work						3,341,000

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						Accumulated Totals
Earthwork						0
Portland Cement Concrete Paving						0
HMA Plant Mix						0
HMA Paving						0
Clean & Seal Cracks/Joints						0
Aggregate Bases & Surfaces						0
Highway,R.R. and Waterway Structures	81,000			500	3,093,000	3,246,500
Drainage						0
Electrical						0
Cover and Seal Coats						0
Concrete Construction						0
Landscaping						0
Fencing						0
Guardrail						0
Painting						0
Signing						0
Cold Milling, Planning & Rotomilling						0
Demolition						0
Pavement Markings (Paint)						0
Other Construction (List)						0
Piling						0
						0
Totals	81,000	0	0	500	3,093,000	3,246,500

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	11-460	12-479			15-474	
Contract Number	62A60	61F40			60C48	
Contract With	IDOT	IDOT			IDOT	
Estimated Completion Date	2-21	2-21			6-21	
Total Contract Price	2,165,500	2,707,000			7,259,500	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	500	33,000			3,238,500	3,519,500
Uncompleted Dollar Value if Firm is the Subcontractor	JV Portion Only	JV Portion Only				3,093,500
Total Value of All Work						6,613,000

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						Accumulated Totals
Earthwork						0
Portland Cement Concrete Paving						0
HMA Plant Mix						0
HMA Paving						0
Clean & Seal Cracks/Joints						0
Aggregate Bases & Surfaces						0
Highway,R.R. and Waterway Structures	500	14,500			1,384,000	4,645,500
Drainage						0
Electrical						0
Cover and Seal Coats						0
Concrete Construction						0
Landscaping						0
Fencing						0
Guardrail						0
Painting						0
Signing						0
Cold Milling, Planning & Rotomilling						0
Demolition						0
Pavement Markings (Paint)						0
Other Construction (List)						0
Piling						0
						0
Totals	500	14,500	0	0	1,384,000	4,645,500

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	16-486	17-467			20-446	
Contract Number	61G21	60K73			60M81	
Contract With	IDOT	IDOT			IDOT	
Estimated Completion Date	2-21	2-21			2-21	
Total Contract Price	2,777,500	4,843,500			3,865,000	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,236,500	366,500			500	5,123,000
Uncompleted Dollar Value if Firm is the Subcontractor						3,093,500
Total Value of All Work						8,216,500

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

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						Accumulated Totals
Earthwork						0
Portland Cement Concrete Paving						0
HMA Plant Mix						0
HMA Paving						0
Clean & Seal Cracks/Joints						0
Aggregate Bases & Surfaces						0
Highway,R.R. and Waterway Structures	1,036,000	146,500			500	5,828,500
Drainage						0
Electrical						0
Cover and Seal Coats						0
Concrete Construction						0
Landscaping						0
Fencing						0
Guardrail						0
Painting						0
Signing						0
Cold Milling, Planning & Rotomilling						0
Demolition						0
Pavement Markings (Paint)						0
Other Construction (List)						0
Piling						0
						0
Totals	1,036,000	146,500	0	0	500	5,828,500

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Part I. Work Under Contract

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	21-462	22-490	23-464	24-439	25-480	
Contract Number	61A30	62K35	60X40	60R06	61F41	
Contract With	IDOT	IDOT	IDOT	IDOT	Plote/IDOT	
Estimated Completion Date	2-21	2-21	2-21	2-21	2-21	
Total Contract Price	5,490,000	791,000	7,790,000	24,256,500	1,094,000	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	500	748,500	500	5,000		5,877,500
Uncompleted Dollar Value if Firm is the Subcontractor	JV PORTION ONLY				500	3,094,000
Total Value of All Work						8,971,500

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

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						Accumulated Totals
Earthwork						0
Portland Cement Concrete Paving						0
HMA Plant Mix						0
HMA Paving						0
Clean & Seal Cracks/Joints						0
Aggregate Bases & Surfaces						0
Highway,R.R. and Waterway Structures	500	748,500	500	5,000	500	6,583,500
Drainage						0
Electrical						0
Cover and Seal Coats						0
Concrete Construction						0
Landscaping						0
Fencing						0
Guardrail						0
Painting						0
Signing						0
Cold Milling, Planning & Rotomilling						0
Demolition						0
Pavement Markings (Paint)						0
Other Construction (List)						0
Piling						0
						0
Totals	500	748,500	500	5,000	500	6,583,500

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(Letting date)

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	26-476	27-463	28-489	29-483	30-440	
Contract Number	60Y40	61D20	RR-20-4530	61D65	I-14-4178	
Contract With	IDOT	IDOT	Martam/ISTHA	Plote/IDOT	ISTHA	
Estimated Completion Date	2-21	2-21	2-21	2-21	2-21	
Total Contract Price	11,321,000	2,143,500	230,000	216,000	7,460,000	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,479,000	3,000	0		500	7,360,000
Uncompleted Dollar Value if Firm is the Subcontractor		JV PORTION ONLY	230,000	7,000		3,331,000
						Total Value of All Work
						10,691,000

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

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						Accumulated Totals
Earthwork						0
Portland Cement Concrete Paving						0
HMA Plant Mix						0
HMA Paving						0
Clean & Seal Cracks/Joints						0
Aggregate Bases & Surfaces						0
Highway,R.R. and Waterway Structures	666,000	2,500	230,000	7,000	500	7,489,500
Drainage						0
Electrical						0
Cover and Seal Coats						0
Concrete Construction						0
Landscaping						0
Fencing						0
Guardrail						0
Painting						0
Signing						0
Cold Milling, Planning & Rotomilling						0
Demolition						0
Pavement Markings (Paint)						0
Other Construction (List)						0
Piling & Sheeting						0
						0
Totals	666,000	2,500	230,000	7,000	500	7,489,500

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Part III. Work Subcontracted to Others

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

	5-453	15-474	1-477	3-470	3-470 Cont.
Subcontractor	Alpha Const Testing	Independent Mech	Home Towne Electric	C3 Corp	R&E Midwest
Type of Work	QA/QC	Mech Piping	Temp Lighting	Constr Layout	Waterproofing
Subcontract Price	37,500.00	336,000.00	64,000.00	30,000.00	14,000.00
Amount Uncompleted	0.00	172,000.00	500.00	0.00	0.00
Subcontractor	Carrera Concrete	Kroeschell Engineer	AC Iron	Clausen Structures	Tough Cuts
Type of Work	Misc Concrete	Electrical	Connectors	Structural Steel	Deck Grooving
Subcontract Price	816,500.00	1,179,000.00	139,500.00	417,500.00	91,000.00
Amount Uncompleted	0.00	1,090,000.00	500.00	0.00	0.00
Subcontractor	Continental Land	LeCuyer Painting	Metropolitan Steel	C.R.S. Shotcrete	Il in One Rebar
Type of Work	Excavating	Painting	Steel Erector	Shotcrete	Erect Rebar
Subcontract Price	557,000.00	92,000.00	183,000.00	507,000.00	847,000.00
Amount Uncompleted	0.00	92,000.00	18,500.00	0.00	0.00
Subcontractor	Northern Contracting	M.A. Rebar Svcs	CRS Shotcrete	Era Valdivia	County Materials Cotp
Type of Work	Guardrail	Rebar	Shotcrete	Deck Sealing	Furn Beams
Subcontract Price	37,000.00	360,000.00	261,000.00	530,000.00	1,120,000.00
Amount Uncompleted	0.00	25,500.00	0.00	0.00	0.00
Subcontractor	Ray Edwards	Martam Constr	Atlantic Painting	Hydro Technologies	
Type of Work	Sewer	Excavating	Painting	Deck Hydro Scarific	
Subcontract Price	324,000.00	1,081,000.00	288,000.00	86,500.00	
Amount Uncompleted	0.00	181,000.00	0.00	0.00	
Subcontractor	R. W. Duntemann	Mechanical, Inc	Carrera Conc	IWS, Inc	
Type of Work	Paving	HVAC	Protect Coat	Epoxy Injection	
Subcontract Price	675,500.00	99,500.00	74,000.00	160,000.00	
Amount Uncompleted	0.00	99,500.00	500.00	0.00	
Subcontractor	Seasons Landscaping	Pignato Masonry	Geneva Const	Payne & Dolan	
Type of Work	Landscaping	Masonry	Rumble Strip	Deck Scarification	
Subcontract Price	126,000.00	194,500.00	51,000.00	22,500.00	
Amount Uncompleted	0.00	194,500.00	8,000.00	0.00	
Total Uncompleted	0.00	1,854,500.00	28,000.00	0.00	0.00

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 1st day of December, 2020.

[Redacted Signature]

Type or Print Name John O'Brien

Secretary

Title

[Redacted Signature]

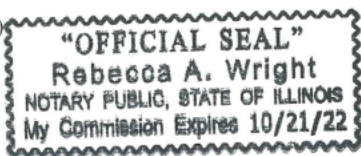
My commission expires: 10/21/2022

Company Herlihy Mid-Continent Company

Address 1306 Marquette Drive

Romeoville IL 60446

(Notary Seal)



Part III. Work Subcontracted to Others

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

	30-440	9-461	4-441	4-441 Cont	
Subcontractor	Continental Land	AC Iron	Martam Const.	Express Contr	
Type of Work	Excavating	Rebar Erector	Excavating	Fencing	
Subcontract Price	1,918,500.00	117,000.00	4,426,000.00	0.00	
Amount Uncompleted	0.00	0.00	0.00	0.00	
Subcontractor	C3 Corp	C3 Corp	Martinez Underground	Clausen Struct	
Type of Work	Surveying	Surveying	Sewer	Struct Erect	
Subcontract Price	116,000.00	4,500.00	2,087,000.00	301,000.00	
Amount Uncompleted	0.00	0.00	0.00	0.00	
Subcontractor	Native Landscape	D2K Traffic	Alpine Demolition		
Type of Work	Landscaping	Traffic Control	Demolition		
Subcontract Price	1,886,500.00	35,500.00	273,500.00		
Amount Uncompleted	0.00	0.00	0.00		
Subcontractor	PT Ferro	Kalgen Consultants	Anderson Environmental		
Type of Work	Asphalt	QA/QC	Enviro Testing		
Subcontract Price	535,500.00	3,500.00	175,000.00		
Amount Uncompleted	0.00	0.00	0.00		
Subcontractor	Material Svc Testing	McGinty Bros	Case Foundation		
Type of Work	QA/QC	Landscaping	Drilling		
Subcontract Price	40,500.00	22,500.00	316,500.00		
Amount Uncompleted	0.00	0.00	0.00		
Subcontractor	DND Electric	Peter Baker & Son	Gateway Const		
Type of Work	Electric	Paving	Rebar		
Subcontract Price	60,000.00	113,000.00	330,500.00		
Amount Uncompleted	0.00	0.00	0.00		
Subcontractor	Ray Edwards	Virgil Cook & Son	Metromex		
Type of Work	Drainage	Traffic Signals	Paving		
Subcontract Price	104,500.00	38,000.00	398,000.00		
Amount Uncompleted	0.00	0.00	0.00		
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

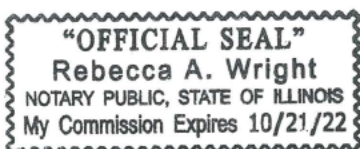
this 1st day of December, 2020.

[Redacted Signature]

Notary Public

My commission expires: 10/21/2022

(Notary Seal)



Type or Print Name John O'Brien Secretary

Title

Signed [Redacted Signature]

Company Herlihy Mid-Continent Company

Address 1306 Marquette Drive

Romeoville IL 60446

Part III. Work Subcontracted to Others

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

			6-478	12-479
Subcontractor			Roadsafe	Atlantic Painting
Type of Work			Traffic Control	Painting
Subcontract Price			222,000.00	12,500.00
Amount Uncompleted			46,500.00	0.00
Subcontractor			Metromex	R&E Midwest
Type of Work			Deck Scarification	Waterproof
Subcontract Price			107,000.00	54,500.00
Amount Uncompleted			17,500.00	0.00
Subcontractor			Metropolitan Steel	VMR Contractors
Type of Work			Steel Erector	Rebar Erector
Subcontract Price			69,000.00	71,500.00
Amount Uncompleted			0.00	18,500.00
Subcontractor			Atlantic Painting	
Type of Work			Painting	
Subcontract Price			108,000.00	
Amount Uncompleted			0.00	
Subcontractor			IWS	
Type of Work			Sealing	
Subcontract Price			60,500.00	
Amount Uncompleted			2,500.00	
Subcontractor			Hydro Technologies	
Type of Work			Hydro Demo	
Subcontract Price			91,000.00	
Amount Uncompleted			0.00	
Subcontractor				
Type of Work				
Subcontract Price				
Amount Uncompleted				
Total Uncompleted			66,500.00	18,500.00

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this 1st day of December, 2020.

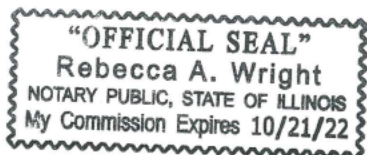
 Notary Public
 My commission expires: 10/21/2022

Type or Print Name John O'Brien Secretary
Officer or Director Title

Sign _____

Company Herlihy Mid-Continent Company
 Address 1306 Marquette Drive
Romeoville IL 60446

(Notary Seal)



Part III. Work Subcontracted to Others

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

	17-467	17-467 Cont.	23-464	23-464 Cont.	23-464 Cont.
Subcontractor	Abitua Sewer	Iroquois Paving	Alpha Constr. Testing	IWS, Inc.	Quality Saw & Seal
Type of Work	Sewer Cleaning	Asphalt	QA/QC	Epoxy Injection	Saw Cutting
Subcontract Price	364,500.00	435,000.00	48,000.00	3,500.00	14,500.00
Amount Uncompleted	55,000.00	56,000.00	0.00	0.00	0.00
Subcontractor	A-K Underground	JK Steel Erectors	Atlantic Painting	Kujo, Inc	Traffic Control & Prot
Type of Work	Sewer	Rebar	Painting	Guardrail	Traffic Control
Subcontract Price	10,500.00	209,000.00	93,500.00	614,500.00	349,500.00
Amount Uncompleted	4,000.00	1,000.00	0.00	0.00	0.00
Subcontractor	Alpha Const. Testing	Northern Contracting	C3 Corp.	Landscape by Gary Weiss	
Type of Work	QA/QC	Guardrail	Const. Layout	Landscaping	
Subcontract Price	21,500.00	41,500.00	35,000.00	43,500.00	
Amount Uncompleted	0.00	5,000.00	0.00	0.00	
Subcontractor	C3 Corp	Peterson Enviro.	Campanella & Sons	M. A. Rebar	
Type of Work	Const. Layout	Waste Monitor	Underground	Reinforcement	
Subcontract Price	21,500.00	31,500.00	337,500.00	776,500.00	
Amount Uncompleted	0.00	1,500.00	0.00	0.00	
Subcontractor	Davis Concrete	R&E Midwest	Carrera Concrete	Metropolitan Steel	
Type of Work	Misc Concrete	Waterproofing	Misc Concrete	Structural Steel	
Subcontract Price	224,000.00	64,000.00	95,500.00	459,500.00	
Amount Uncompleted	1,000.00	500.00	0.00	0.00	
Subcontractor	F. Espinoza Landscaping	Roadsafe	C.R.S. Shotcrete	Peter Baker & Son	
Type of Work	Landscaping	Traffic Control	Concrete Patching	Asphalt	
Subcontract Price	58,000.00	285,000.00	127,500.00	534,500.00	
Amount Uncompleted	0.00	84,000.00	0.00	0.00	
Subcontractor	Homer Tree Service	Tri-Tech Electric	Home Towne Elec	Precision Pavement	
Type of Work	Tree Removal	Electrical	Electrical	Striping	
Subcontract Price	7,500.00	464,000.00	347,000.00	22,000.00	
Amount Uncompleted	500.00	11,500.00	0.00	0.00	
Total Uncompleted	60,500.00	159,500.00	0.00	0.00	0.00

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

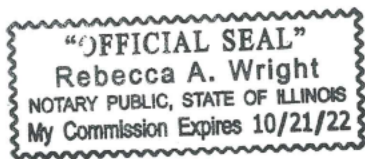
this 1st day of December, 2020.

[Redacted Signature]

Notary Public

My commission expires 10/21/2022

(Notary Seal)



Type or Print Name John O'Brien Secretary

[Redacted Signature]

Company Herlihy Mid-Continent Company

Address 1306 Marquette Drive

Romeoville IL 60446

Part III. Work Subcontracted to Others

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

	20-446	24-439	26-476	26-476 Cont.	21-462
Subcontractor	Del Toro Landscaping	Naperville Excavating	Alpha Const Testing	M.A. Rebar Svcs	Arteaga Landscapes
Type of Work	Landscaping	Excavation	QA/QC	Rebar	Landscaping
Subcontract Price	226,000.00	4,176,500.00	54,500.00	994,000.00	149,000.00
Amount Uncompleted	0.00	0.00	0.00	31,000.00	0.00
Subcontractor	Martam	C3 Corporation	Archon Construction	Mark-It Striping	Clean Cut Tree
Type of Work	Sewers	Const. Layout	Sewer	Pavement Marking	Tree Removal
Subcontract Price	870,500.00	181,500.00	267,000.00	46,000.00	12,500.00
Amount Uncompleted	0.00	0.00	52,500.00	27,500.00	0.00
Subcontractor	Geneva Construction	DND Electric	C3 Corp	Midwest Fence	Geneva Const
Type of Work	Asphalt	Electrical	Constr Layout	Fence & Guardrail	Paving
Subcontract Price	530,500.00	489,500.00	54,000.00	152,000.00	1,209,500.00
Amount Uncompleted	0.00	0.00	500.00	30,000.00	0.00
Subcontractor	Northern Contracting	Highway Safety	Clean Cut Tree Service	RW Dunteman	Ray Edwards Contr
Type of Work	Guardrail	Traffic Control	Tree Removal	Asphalt	Sewer
Subcontract Price	103,000.00	421,500.00	56,500.00	1,068,000.00	279,500.00
Amount Uncompleted	0.00	0.00	13,000.00	246,000.00	0.00
Subcontractor	Gateway Constr	Natural Creations	Del Toro Landscaping	Stalworth Underground	Northern Contr
Type of Work	Rebar	Landscaping	Landscaping	Drilled Shaft	Guardrail
Subcontract Price	87,500.00	348,500.00	464,000.00	184,000.00	112,000.00
Amount Uncompleted	0.00	0.00	262,000.00	10,000.00	0.00
Subcontractor		Martam Construction	Home Towne Electric	Traffic Services	JG Demo
Type of Work		PCC Pavement	Electrical	Traffic Control	Misc Concrete
Subcontract Price		1,163,500.00	44,500.00	265,000.00	516,500.00
Amount Uncompleted		0.00	11,000.00	107,500.00	0.00
Subcontractor			Jalpa Constr Corp		Tri Tech Electric
Type of Work			Misc Concrete		Electric
Subcontract Price			206,000.00		562,000.00
Amount Uncompleted			22,000.00		0.00
Total Uncompleted	0.00	0.00	361,000.00	452,000.00	0.00

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

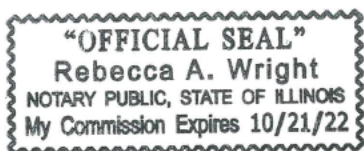
Subscribed and sworn to before me

this 1st day of December, 2020.

[Redacted Signature]
 Notary Public
 My commission expires: 10/21/2022

Type or Print Name John O'Brien Secretary
 Title
 [Redacted Signature]
 Company Herlihy Mid-Continent Company
 Address 1306 Marquette Drive
Romeoville IL 60446

(Notary Seal)



Part III. Work Subcontracted to Others

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

	16-486			27-463	Accumulated Total Part III
Subcontractor	Len Cox Excavating			AC IRON	
Type of Work	Sewer			Shear Connectors	
Subcontract Price	107,500.00			64,500.00	
Amount Uncompleted	5,000.00			0.00	
Subcontractor	Metromex Contractors			Abitua Sewer	
Type of Work	Asphalt			Sewer	
Subcontract Price	146,500.00			277,000.00	
Amount Uncompleted	77,500.00			0.00	
Subcontractor	Midwest Fence			Conin Contractors	
Type of Work	Bike Railing			Landscaping	
Subcontract Price	102,500.00			100,000.00	
Amount Uncompleted	51,000.00			500.00	
Subcontractor	Taylor Ridge			Clausen Structures	
Type of Work	Caissons			Struct Steel Erector	
Subcontract Price	117,000.00			33,500.00	
Amount Uncompleted	31,000.00			0.00	
Subcontractor	Traffic Control & Protection			D2K Traffic	
Type of Work	Pvmt Markings			Traffic Control	
Subcontract Price	67,500.00			60,500.00	
Amount Uncompleted	22,000.00			0.00	
Subcontractor	Tri-Tech Electric			Kujo. Inc	
Type of Work	Temp Lighting			Guardrail	
Subcontract Price	45,000.00			39,500.00	
Amount Uncompleted	14,000.00			0.00	
Subcontractor				Kalgen Consultants	
Type of Work				QA/QC	
Subcontract Price				13,000.00	
Amount Uncompleted				0.00	
Total Uncompleted	200,500.00	0.00	0.00	500.00	3,201,500.00

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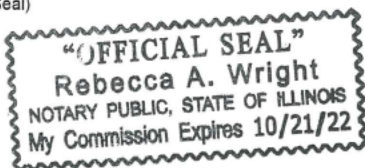
this 1st day of December, 2020.

[Redacted Signature]

Notary Public

My commission expires: 10/21/2022

(Notary Seal)



Type or Print Name John O'Brien Secretary
Officer or Director Title

Signature [Redacted Signature]

Company Herlihy Mid-Continent Company

Address 1306 Marquette Drive
Romeoville IL 60446

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 **19%** 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 contractcompliance@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. 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 five (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.

- 6.6.9 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.
- 6.6.10 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 Bidder receives written notice of the determination, which five-day period shall begin immediately after ISTHA provides the Bidder written notice of its pre-final determination, by delivering the request to the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, contractcompliance@getipass.com, (630) 241-6800 ext. 4615. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.
- 6.6.11 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 the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance. The Chief of Contract Compliance 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 Contract Compliance, the Bidder will be sent a written decision within ten (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 Contract Compliance 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 Contract Compliance Team. 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, will 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. Requests should be sent to contractcompliance@getipass.com.

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 Illinois State Toll Highway Authority, Contract Compliance Team in writing of the request to substitute a DBE or otherwise change the DBE Utilization Plan to contractcompliance@getipass.com. 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 Illinois State Toll Highway Authority, Contract Compliance Team 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 Illinois State Toll Highway Authority, Contract Compliance Team 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 Illinois State Toll Highway Authority, Contract Compliance Team at contractcompliance@getipass.com 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 Contract Compliance 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 partial and final waivers of lien. Not complying with this requirement may delay processing of pay estimates and/or retainage.

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at <https://iltollway.diversitysoftware.com/>.

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 five (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 ten (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 five (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, contractcompliance@getipass.com. The Executive Director or his/her designee, which designee shall not be employed within the Tollway's Contract Compliance Team, may solicit information from the contractor, the Diversity and Strategic Development Department, the Chief of Contract Compliance, 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 thirty (30) calendar days.

9. INACCURATE OR FRAUDULENT REPORTING

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

10. OTHER REGULATIONS

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

Date: 12/18/2020
 To: Contact Name: Jeff Meagher
 Contractor Company Name: Herlihy Mid-Continent Company
 From: Tamela Reed-McClinton
 DBE Project Specialist

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

Subject: DBE Plan Review	Date Original Plan Submitted: 12/18/2020	Revision # 0
Contract # RR-20-4538R	Established DBE Goal: 19.00 %	
Contract Description:	Structural Repairs and Noise Abatement Wall Reconstruction Tri-State Tollway (I-94) MP 11.6 to MP 25.28	

[] 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		\$2,294,596.94							
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
C3 Corporation	SB	D/WBE	Surveyor	\$8,600.00	\$8,600.00	0.37 %	IDOT	F	Caucasian
Chicago Ornamental Iron, Inc.	SB	DBE	Noise Post/supplier	\$237,200.00	\$237,200.00	10.33 %	IDOT	M	Hispanic
Del Toro Landscaping, Inc.	SB	D/MBE	Landscaping	\$80,029.75	\$80,029.75	3.48 %	IDOT	M	Hispanic
Material Solutions Laboratory	SB	DBE	Contractors quality Program	\$47,075.00	\$47,075.00	2.05 %	IDOT	M	Asian Indian
Phoenix Corporation Of The Quad Cities	SB	DBE	Sewer	\$167,380.00	\$167,380.00	7.29 %	IDOT	F	Caucasian
Total # of subcontracts: 5				TOTAL	\$540,284.75	\$540,284.75	23.54 %		
Total # of subcontractors: 5				Total %	23.54 %	23.54 %			



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026 - UTILIZATION PLAN

PRIME CONTRACTOR: Herlihy Mid-Continent Company

CONTACT NAME: Jeff Meagher

CONTACT PHONE NUMBER: 630-378-1000

CONTACT E-MAIL: jeff@hmcco.net

CONTRACT NUMBER RR-20-4538R

Check one:

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

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

DOLLAR AMOUNT OF WAIVER REQUEST: _____

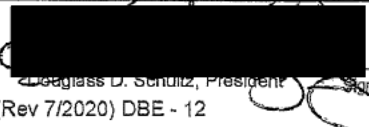
PERCENTAGE OF WAIVER REQUEST: _____

Instructions to Bidders:

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

DBE UTILIZATION PLAN		
DBE Firm Name	Scope of Work Brief description of overall work to be performed	DBE - Amount (\$) If supplier, enter 60% credit amount.
DEL TORO Landscaping	LANDSCAPING	80,029.75
Chicago Ornamental Iron	NOISEWALL Post Fab & Supply	237,200.00
MATERIAL Solution Lab	Contractors Quality Program	47,075.00
PHOENIX Corporation	Sewer	167,380.00
C3	SURVEYOR	8,600.00
	TOTAL	540,284.75

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


Douglas D. Schultz, President
(Rev 7/2020) DBE - 12

Contract No RR-20-4538R



CONTRACT # RR-20-4538R

DBE FIRM NAME: Del Toro Landscaping, Inc.
CIRCLE ALL THAT APPLY: DBE MBE WBE SBA 8(A)

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
**	Per attached landscape and erosion control proposal dated 12-18-2020 in the amount of:			\$80,029.75		\$80,029.75
				TOTALS FOR THIS DBE FIRM:		\$80,029.75

*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 #S671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereto must be provided to ISTHA's Contract Compliance. **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 Contract Compliance 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	<i>Jeff Meagher</i>	Date	12/18/20
Contact:	Jeff Meagher	Signature for DBE Contractor	[Redacted]
Firm Name:	Healing Mud-Continent Company	Contact:	Scott Knollenberg
E-mail:	jeff@hmcco.net	Firm Name:	Del Toro Landscaping, Inc.
Phone:	(630) 378-1000	E-mail:	Info@deltorolandscaping.com
Address:	1306 Marguerite Dr., Romeoville, IL 60446	Phone:	847-426-7200
		Address:	18N061 Galligan Rd, Dundee, IL 60118

Certified Profile

[CLOSE WINDOW](#) 
[Print](#)

Business & Contact Information

BUSINESS NAME	Del Toro Landscaping, Inc.	
OWNER	Mr. Raul Del Toro	
ADDRESS	18N061 Galligan Rd. Dundee, IL 60118	Map This Address
PHONE	847-426-7200 Ext. 000	
FAX	847-426-0459	
EMAIL	elsa@deltorolandscaping.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	6/1/2020
RENEWAL DATE	5/15/2021
EXPIRATION DATE	5/15/2023
CERTIFIED BUSINESS DESCRIPTION	<p>NAICS 561730 Hydroseeding services (e.g., decorative, erosion control purposes) (More)</p> <p>NAICS 561730 Landscape contractors (except construction) (More)</p> <p>NAICS 561730 Landscape installation services (More)</p> <p>NAICS 561730 Lawn care services (e.g., fertilizing, mowing, seeding, spraying) (More)</p> <p>NAICS 561730 Shrub services (e.g., bracing, planting, pruning, removal, spraying, surgery, trimming) (More)</p> <p>NAICS 561730 Sod laying services (More)</p> <p>NAICS 561730 Tree services (e.g., bracing, planting, pruning, removal, spraying, surgery, trimming)</p>

Commodity Codes

Code	Description
NAICS 561730	Hydroseeding services (e.g., decorative, erosion control purposes)
NAICS 561730	Landscape contractors (except construction)
NAICS 561730	Landscape installation services
NAICS 561730	Lawn care services (e.g., fertilizing, mowing, seeding, spraying)
NAICS 561730	Shrub services (e.g., bracing, planting, pruning, removal, spraying, surgery, trimming)
NAICS 561730	Sod laying services
NAICS 561730	Tree services (e.g., bracing, planting, pruning, removal, spraying, surgery, trimming)

Additional Information

Unified Certification Program - Search

Contractor Details

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

[Print](#)

**Del Toro
Landscaping, Inc.**

Anna Ruiz
18N061 Galligan Rd.
Dundee, IL 60118

County: Kane

Email: elsa@deltorolandscaping.com

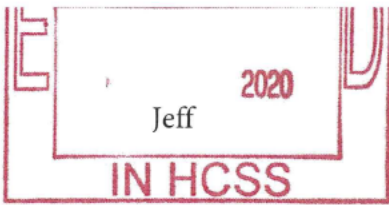
Phone: (847)-426-7200

Fax: (847)-426-0459

Categories: Construction

NAICS	Speciality
237310-Highway, Street, & Bridge Construction	237310- EXCAVATING & GRADING - CONSTRUCTION
561730-Landscape Services	561730- SEEDING & SODDING LANDSCAPING MISC: TREE REMOVAL

Version: 1.1.27.5458



18N061 GALLIGAN ROAD
 DUNDEE, IL 60118
 847-426-7200 / FAX: 847-426-0459
 info@deltorolandscaping.com

December 18, 2020 ISTHA Contract No. RR-20-4538R
 Noise Abatement Wall Construction I-94 at Route 120
 Lake County(ies)

ITEM NO.	ITEM DESCRIPTION	Prices Quoted Effective To 3/18/21			BID AMOUNT
		QUANTITY	UOM	UNIT PRICE	
25000400	NITROGEN FERT NUTR	90.000	POUND	3.00 ✓	270.00
25000600	POTASSIUM FERT NUTR	270.000	POUND	3.00 ✓	810.00
25100630	EROSION CONTROL BLANKET	20,166.000	SQ YD	1.00 ✓	20,166.00
28000250	TEMP EROS CONTR SEED	218.000	POUND	5.00 ✓	1,090.00
JI211124	TOPSOIL FURNISH AND PLACE, 4"	1,915.000	SQ YD	6.25 ✓	11,968.75
JS250220	SEEDING, CLASS 2E	0.500	ACRE	5,000.00 ✓	2,500.00
JS250305	SEEDING, CLASS 3E	2.000	ACRE	4,000.00 ✓	8,000.00
JS250318	SEEDING, CL 4F	0.500	ACRE	5,100.00 ✓	2,550.00
JS250320	SEEDING, CL 5	2.000	ACRE	4,800.00 ✓	9,600.00
JS280050	SILT FENCE	5,730.000	FOOT	3.00 ✓	17,190.00
JS280051	RE-ERECT SILT FENCE	1,146.000	FOOT	0.50 ✓	573.00
JS280120	TREE PROTECTION	78.000	FOOT	4.00 ✓	312.00
JS280305	TEMPORARY DITCH CHECKS	500.000	FOOT	10.00 ✓	5,000.00

DBE QUALIFIED	Total	\$ 80,029.75 ✓
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IDOT Registration No: 13854 [REDACTED]
 WE ARE A CERTIFIED DBE BUSINESS. ✓
 WE ARE A SIGNATORY WITH LOCALS 150 AND 703.

TRAFFIC CONTROL FLAGGING AND DEVICES ARE BY OTHERS. ✓
 EXCAVATION FOR TOPSOIL PLACEMENT IS NOT INCLUDED. REMOVAL OF EXISTING TURF IS NOT INCLUDED. ✓
 SUBGRADE TO WITHIN .1 FOOT BY OTHERS. ✓
 PROJECT MUST BE DELIVERED WITH TIME TO COMPLETE OUR WORK PRIOR TO WINTER WEATHER. WINTER CONDITIONS ARE NOT INCLUDED. ✓
 TOPSOIL, EROSION BLANKET, SOD, HYDROMULCHING AND MOST EROSION CONTROL DEVICES CANNOT BE INSTALLED AFTER FIRST FROST OR SNOW. ✓
 THIS PROPOSAL DOES NOT INCLUDE POLLUTION LIABILITY INSURANCE. ANY REQUIRED COVERAGE TO BE PAID BY GENERAL CONTRACTOR. ✓

ALL WORK IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORK-MAN-LIKE MANNER ACCORDING TO STANDARD PRACTICES.
 ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN REQUEST,
 AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS
 BEYOND OUR CONTROL. THE COVERAGE AND LIMITS CONFORM TO THE MINIMUM REQUIRED BY ARTICLE 107.27 OF THE STANDARD SPECIFICATIONS
 FOR ROAD AND BRIDGE CONSTRUCTION. ADDITIONAL COVERAGE TO BE PAID BY GENERAL CONTRACTOR.
 PERFORMANCE OR MAINTENANCE BONDS ARE NOT INCLUDED. ✓

Respectfully Submitted,
 Del Toro Landscaping, Inc. ✓
 [REDACTED SIGNATURE]



CONTRACT # AA-20-4538R DBE FIRM NAME: _____ COI COMPANY _____

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

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

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

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

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
<u>JT59910</u>	Furnish only - Fabricated Metal for Noise Wall			237,200.00		\$ 237,200.00
				TOTALS FOR THIS DBE FIRM: <u>237,200.00</u>		<u>237,200.00</u>

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

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

Signature for Prime Contractor: Jeff Meagher Date: 12/18/20

Contact: Jeff Meagher Title: Estimator

Firm Name: Hepling Mid-Continent Company Title: PRESIDENT

E-mail: jeff@hmc-co.com Firm Name: COI COMPANY

Phone: (630) 378-1000 E-mail: munish@coicompany.com

Address: 1306 MARQUETTE DR., ROMEOVILLE, IL 60446 Phone: 773-321-9635

Address: 1237-49 W. 47th Street - CHICAGO, IL 60609 Address: 1237-49 W. 47th Street - CHICAGO, IL 60609

Certified Profile

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

BUSINESS NAME	Chicago Ornamental Iron, Inc., DBA COI Company
OWNER	Mr. Jonathan Samek
ADDRESS	1249 W. 47th St. 1249 W.47th St. Chicago, IL 60609 Map This Address
PHONE	773-321-9635
FAX	773-506-2236
EMAIL	jonathan@coicompany.com
ETHNICITY	Hispanic/Latino

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	8/7/2020
RENEWAL DATE	10/15/2021
EXPIRATION DATE	10/15/2023
CERTIFIED BUSINESS DESCRIPTION	NAICS 238120 Iron work, structural, contractors NAICS 238150 Curtain wall, glass, installation NAICS 332321 Metal Window and Door Manufacturing NAICS 332322 Sheet metal work (except stampings) manufacturing NAICS 332323 Fences and gates (except wire), metal, manufacturing NAICS 332312 Fabricated structural metal manufacturing NAICS 332313 Plate work manufacturing NAICS 238190 Other Foundation, Structure and Building Exterior Contracts

Commodity Codes

Code	Description
NAICS 238120	Iron work, structural, contractors
NAICS 238150	Curtain wall, glass, installation

NAICS 238190	Other Foundation, Structure, and Building Exterior Contractors
NAICS 332312	Fabricated structural metal manufacturing
NAICS 332313	Plate Work Manufacturing
NAICS 332321	Metal Window and Door Manufacturing
NAICS 332322	Sheet metal work (except stampings) manufacturing
NAICS 332323	Fences and gates (except wire), metal, manufacturing

Additional Information

WARD	20
COMMUNITY AREA	61 New City
QUALIFIED INVESTMENT AREA	Yes

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Chicago Ornamental Iron, Inc.

Jonathan Samek
1237-51 W. 47th Street
Chicago, IL 60609-0000

County: Cook

Email: jonathan@coicompany.com

Phone: 773-321-9635

Fax: 773-506-2236

Categories: Construction, Manufacturing

NAICS

238120 - Structural Steel
and Precast Concrete
Contractors

238150 - Glass and Glazing
Contractors

238190 - Other Foundation,
Structure, and Building
Exterior Contractors

332312 - Fabricated
structural metal
manufacturing

332323 - Ornamental and
Architectural Metal Work
Manufacturing

Speciality

238120 - Structural Steel
Erecting and Iron Work
Contractor

238150 - Glass and Glazing
Contractors

238190 - Ornamental Metal
Work, Decorative Steel and
Wrought Iron Work
Installation

332312 - Fabricated
Structural Metal

Manufacturing
332323 - Metal Fabrication

Version: 1.1.27.5458



July 20, 2020

Chicago Ornamental Iron, Inc.
1237-51 W. 47th Street
Chicago, IL 60609

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Subpart D 26.61. Your next No Change Affidavit is due **July 1, 2021**.

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

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


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

NAICS Codes: 238120, 238150, 238190, 332312, 332323

Specialty: 238120 - Structural Steel Erecting and Iron Work Contractor
238150 - Glass and Glazing Contractors
238190 - Ornamental Metal Work, Decorative Steel and Wrought Iron Work Installation
332312 - Fabricated Structural Metal Manufacturing
332323 - Metal Fabrication

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

Sincerely,


Adriana S. Mena
DBE Certification Specialist, II
Office of Diversity & Business Enterprise



CONTRACT # **RR-20-4538R**

DBE FIRM NAME: **Material Solutions Laboratory**

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

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

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. 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.	CONTRACTOR'S QUALITY PROGRAM	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
JT155001			1	47,075.00	47,075.00		47,075.00
TOTALS FOR THIS DBE FIRM:					47,075.00		47,075.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items and/or Mobilization Item #J5671010, will not be approved within the DBE Utilization Plan for DBE subcontractors but credit may be allowed if performed as part of specific pay item(s) during contract execution. Reference Sections II, VI.A.2 and VI.B.1 of the Special provision for DBE Participation. NOTE that these items are not included in the determination of the DBE Goal percentage.

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

Signature for Prime Contractor: [Redacted] Title: [Redacted]

Date: 12/18/20

Contact: Jeff Meagher

Phone: (430) 378-1000

Firm Name: Herlihy Mid-Continent Company

Address: 1306 Marguerite Dr., Romeoville, IL 60446

Signature for DBE Contractor: [Redacted] Title: President

Date: December 7, 2020

Contact: Daniel Tillgas

Phone: 847-466-7216

Firm Name: Material Solutions Laboratory

Address: 1040 Bonaventure Dr. Elk Grove Village, IL 60007

Unified Certification Program - Search

Contractor Details

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

[Print](#)

Material Solutions **Email:** sam@msl-corp.com

Laboratory **Phone:** (847) 466-7216

Corporation **Fax:** (847) 285-1712

Samir Kukadia
1040 Bonaventure Dr.
Elk Grove Village, IL
60007

County: Cook

Categories: Architecture\Engineering, Construction,
Professional

NAICS	Speciality
541330-Engineering Services	541330- QA AGGREGATE/HMA/PCC
541380-Testing Laboratories	SPEC. SERVS.: CONSTRUCTION INSPECTION
561730-Landscape Services	541380- MISC: CONCRETE FIELD TESTING MISC: MATERIAL TESTING MISC: CONCRETE LABORATORY TESTING 561730- LANDSCAPING SEEDING & SODDING

Version: 1.1.27.5458



Illinois Department of Transportation

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

November 16, 2020

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Samir Kukadia
Material Solutions Laboratory Corporation
1040 Bonaventure Dr.
Elk Grove Village, IL 60007

Dear Mr. Kukadia:

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

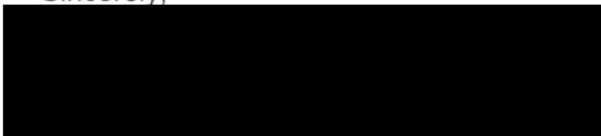
To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **December 1, 2021**. IDOT will send an affidavit form 60 days prior to that date.

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

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

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

Sincerely,



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



Illinois Department of Transportation

Material Solutions Laboratory Corporation

is hereby certified as a

Disadvantaged Business Enterprise

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



Gary Hannig
Secretary
Illinois Department of Transportation



Carol Lyle
Bureau Chief
Bureau of Small Business Enterprises

Effective the 27th day of July, 2010



Illinois State Toll Highway Authority "ISTHA"

DBE FORM 2025 - DBE PARTICIPATION STATEMENT FORM, PART 2

CONTRACT # RR-20-4538R DBE FIRM NAME: PHOENIX CORPORATION OF THE QUAD CITIES

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

PRIME JV PARTNER SUBCONTRACTOR TRUCKER SUPPLIER MANUFACTURER

CHECK ALL THAT APPLY:

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

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to contractcompliance@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 60% of contract amount if firm is a SUPPLIER)
JL 601300	Pipe Underdrain, 6" Special	580	46.00	26,680.00		26,680.00
JL 601320	Pipe Underdrain Fabric Lined Trench 6"	2,200	36.00	79,200.00		79,200.00
JL 680120	Sloped Headwall Type III, 6" 1:3	2	1,200.00	2,400.00		2,400.00
JL 680220	Double Sloped Headwall Type III, 2'-6" 1:3	6	2,350.00	14,100.00		14,100.00
JS 671020	Mobilization		45,000.00	45,000.00		45,000.00
TOTALS FOR THIS DBE FIRM:				167,380.00		167,380.00

*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #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 Contract Compliance. 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 Contract Compliance 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 of Prime Contractor <u>Jeff Meagher</u>	Title <u>Estimator</u>	Date <u>12/18/20</u>
Signature for DBE Contractor <u>Marjorie E. DeCap</u>	Title <u>President</u>	Date <u>11/25/2020</u>
Firm Name: <u>Herlihy Mid-Continent Company</u>	Contact: <u>Marjorie E. DeCap</u>	
E-mail: <u>Jeff@hmc.co.net</u>	Firm Name: <u>Phoenix Corporation of the Quad Cities</u>	
Phone: <u>(630) 378-1000</u>	E-mail: <u>marged@phoenixcorp.org</u>	
Address: <u>1306 Marquette Dr., Romeoville, IL 60446</u>	Phone: <u>(309) 523-3687</u>	
	Address: <u>1006 Rosehill Road Port Byron, IL 61275</u>	

Unified Certification Program - Search

Contractor Details

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

Print

**Phoenix Corporation
of the Quad Cities**

Marjorie Ellen DeCap

P. O. Box 445

Rapids City, IL 61278

County: Rock Island

Email: marged@phoenixcorp.org

Phone: (309)-523-3687

Fax: (309)-523-3752

Categories: Construction, Miscellaneous, Trucking

NAICS	Speciality
237110-Water and Sewer Line and Related Structures Construction	237110- MISC: SEWER INSTALLATION & REHABILITATION
237130-Power and Communication Line and Related Structures	MISC: SEWER/WATER MAINTENANCE
237310-Highway, Street, & Bridge Construction	MISC: SEWER MAINTENANCE & REHABILITATION
237990-Other Heavy and Civil Engineering Construction	237130- UNDERGROUND UTILITIES
484220-Specialized Freight (except Used Goods) Trucking, Local	237310- DEMOLITION - CONSTRUCTION
562111-Solid Waste Collection	EXCAVATING & GRADING - CONSTRUCTION CLEARING AND GRUBBING - CONSTRUCTION BOX CULVERTS SAWING CONCRETE AGGREGATE BASES & SURFACES CURB & GUTTER, SIDEWALKS TEMPORARY BARRIER WALL INSTALLATION 237990- DRAINAGE 484220- TRUCKING 562111- MISC: NON-HAZARDOUS SPECIAL WASTE DISPOSAL

Version: 1.1.27.5458



CONTRACT # RR-20 4538R DBE FIRM NAME: C3 CORPORATION

CIRCLE ALL THAT APPLY: DBE MBE 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 contractcompliance@getipass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
<u>Not a Item Listed For:</u>	<u>CONSTRUCTION LAYSER</u>	<u>1</u>	<u>8,600.00</u>	<u>8,600.00</u>	<input checked="" type="checkbox"/>	<u>8,600.00</u>
TOTALS FOR THIS DBE FIRM:				<u>8,600.00</u>		<u>8,600.00</u>

*Contingency work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance Items, including but not limited to Mobilization Item #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.

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 Contract Compliance. 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 Contract Compliance 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.

Contact: Jeff Meagher Title: Estimator Date: 12/18/20

Firm Name: Herlihy Mid-Continent Company

E-mail: jelf@hmcco.net

Phone: (630) 378-1000

Address: 1306 Marquette Dr., Romeoville, IL 60446

Contact: Carol A. MARRIS Title: President Date: 12/18/20

Firm Name: C3 CORPORATION

E-mail: CAROL@C3CORPORATION.NET

Phone: 815-725-4500

Address: 822 N. 129th WILMANTON, IL # 105 Joliet, IL 60435

Unified Certification Program - Search

Contractor Details

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

[Print](#)

C3 Corporation

Carol A. Marcus
P.O. Box 759
Wilmington, IL 60481

Email: carol@c3corporation.net

Phone: (815) 725-4500

Fax: (815) 725-4501

County: Will

Categories: Construction

NAICS

238910-Site Preparation
Contractors

Speciality

238910- MISC:
CONSTRUCTION LAYOUT
AND STAKING

Version: 1.1.27.5458



Illinois Department of Transportation

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

December 16, 2019

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Carol A. Marcus
C3 Corporation
P. O. Box 759
Wilmington, IL 60481

Dear Ms. Marcus:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for C3 Corporation and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

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

Sincerely,

A large black rectangular redaction box covering the signature of E. Diane Cook Felton.

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



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 and attach proof of such efforts for review. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

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

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

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

_____ 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
SPECIAL PROVISIONS FOR
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

Women: at least 6.9 percent for all contracts.
 Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.6%

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

- 5.1 That it will, EEO Form 1256, Workforce Projection is required at the time of bid submission.
- 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 such as the construction works program 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. REQUIRED PAYROLL REPORTING INTO THE LCPTRACKER SYSTEM

All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The required EEO work hours for women and minorities will be calculated based on payroll reports entered into the LCPTracker system by the contractors and their subcontractors. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.

The party preparing the report must sign and submit/certify it electronically. Weekly payroll reporting will replace the EEO Form 0003, Workforce Analysis, submittal process. Failure to submit weekly payrolls through the LCPTracker system will cause a delay in the payment of the contractor's pay estimates. It is the responsibility of the prime contractors and subcontractors to make sure that the right ethnicity and job classification are entered/selected for each of their employees when reporting payrolls in LCPTracker.

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 Illinois State Toll Highway Authority, Contract Compliance Team, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: contractcompliance@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 Contract Compliance 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 Contract Compliance 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.



ILLINOIS TOLLWAY
 2700 Ogden Avenue, Downers Grove, IL 60515
 (630) 241-6800 • illinoistollway.com

FORM 1256-WORKFORCE PROJECTION

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

1	2	3	4	5	6	7	8	9	10	11	12	13		
Job Titles	Number of hours required to complete job for each title	Number of positions in the job title to complete job	Number currently employed in the job title	Number from column 4, that are minorities?	Number from column 4, that are Women?	Number of positions needed to be hired? (column 3-4) Automatic Calculation	How many apprentices will be hired for each job title?	How many journeymen will be hired for each job title?	How many trainees will be hired for each job title?	Minorities to be hired in each title?	Number of minority hours committed to meet the required goal	Females to be hired in this title?	Number of female hours committed to meet the required goal	Anticipated hire dates for titles
Carpenter	2376	3	12	3	1	0	0	0	0	0	0	0	0	N/A
Operator	1440	2	4	0	0	0	0	0	0	0	0	0	0	N/A
Laborer	2149	3	9	3	0	0	0	0	0	0	0	0	0	N/A
Finisher	270	1	1	0	0	0	0	0	0	0	0	0	0	N/A
Truck Drivers	344	1	1	0	0	0	0	0	0	0	0	0	0	N/A
Iron Workers	75	1	0	0	0	0	0	0	0	0	0	0	0	N/A
TOTALS	6654	11	27	6	1	0	0	0	0	0	0	0	0	N/A

The undersigned agrees to commit to meeting the goal of minority and female participation on this contract. In the event that the undersigned is unable to meet the hires with its own efforts, the company will further commit to reach out to Tollway Contract Compliance for assistance with hires in each category.

Herlihy Mid-Continent Company

Company Name

(Rev 07/2020)

Signature of Owner/Operator or designee
 Douglass D. Schultz, President EEO - 7

Contract No RR-20-4538R

EEO 1256 FORM INSTRUCTION

#	Item	Instructions
1	Job titles	List the job classifications/titles that are needed to complete the scope of work- including the entire workforce for the prime and all subcontractors. This includes all diverse and non-diverse employee job classifications/titles.
2	Number of Hours required to complete job for each title?	List how many labor hours are needed to complete the scope of work for each classification/title.
3	Number of positions in the job title to complete the job?	List how many employees are needed to complete the scope of work for each job title.
4	Number currently employed in the job title?	List how many employees are currently employed at each job title/position.
5	Number from column 4, that are minorities?	List the number of minority hires from #4 your firm currently has for each position/job title.
6	Number from column 4, that are Female?	List the number of female hires from #4 your firm currently has for each position/job title
7	Number of positions needed to be hired? (column 3-4) Automatic Calculation?	Calculation of the difference between #3 and #4 above; or how many of the positions specified in #3 are currently open/vacant that the contractor will commit to.
8	How many apprentices will be hired for each job title?	List the number of apprentice hires your firm will commit to for each position. Note - apprentices are only bona fide apprentices currently in a training program certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the apprentice was employed at the construction site.
9	How many Journeymen will be hired?	List the number of journeymen hires your firm will commit to for each position. Note - certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the jourymen spends employed at the construction site.
10	How many trainees will be hired?	List the number of trainee hires your firm will commit to for each position. Hours credited towards the EEO Program are only those hours the jourymen spends employed at the construction site.
11	How many minorities hires and hours for each position/hire?	Number of minority workers that will be hired for each position, and the number of minority hours that your firm will commit to, to meet the minority goal. The number of hires should not be more than column #7 for each position/title.
12	How many female hires and hours for each position/hire?	Number of female workers that will be hired for each position, and the number of female hours that will be committed to meet the female goal. The number of hires should not be more than column #7 for each position/title.
13	Anticipated hire dates for each position/titles?	List the anticipated hiring date for the minorities, women, apprentices and journeymen hires for each position/title committed to.

STATE OF ILLINOIS

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

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of **3%** 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, 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 to contractcompliance@getipass.com to request for approval. 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 (5) 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 (5) 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 Contract Compliance 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 partial and final waivers of lien via B2GNow, 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.

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at <https://iltollway.diversitysoftware.com/>.

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 thirty (30) calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

- 7.9.** The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10.** The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

Date: 12/18/2020
 To: Contact Name: Jeff Meagher
 Contractor Company Name: Herlihy Mid-Continent Company
 From: Tamela Reed-McClinton
 DBE Project Specialist

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

Subject: VOSB Plan Review	Date Original Plan Submitted: 12/18/2020	Revision # 0
Contract # RR-20-4538R	Established VOSB Goal: 3.00 %	
Contract Description: Structural Repairs and Noise Abatement Wall Reconstruction Tri-State Tollway (I-94) MP 11.6 to MP 25.28		

[] 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		\$2,294,596.94							
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Herlihy Mid-Continent Company	Prime	VOSB	Install Noise wall	\$803,108.93	\$803,108.93	35.00 %	CMS	M	Caucasian
Total # of subcontracts: 1			TOTAL	\$803,108.93	\$803,108.93	35.00 %			
Total # of subcontractors: 1			Total %	35.00 %	35.00 %				



PRIME CONTRACTOR: Herlihy Mid-Continent Company

CONTACT NAME: Jeff Meagher

CONTACT PHONE NUMBER: 630-378-1000

CONTACT E-MAIL: jeff@hmcco.net

CONTRACT NUMBER RR-20-4538R

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 Contract Compliance at contractcompliance@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.
Herlihy Mid-Continent Co.	GC - Install Noisewal	\$803,108.93
	Excavation, Bridge	
	Drainage System,	
	Aggregate Shoulders,	
	Temporary Concrete	
	Barriers	
	TOTAL	\$803,108.93

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

Signature Douglas D. Schultz, President

Form 2026 - 03/2018

CONTRACT # **RR-20-4538R** VOSB SDVOSB
 VOSB FIRM NAME: **Herlihy Mid-Continent Company**
 CIRCLE ALL THAT APPLY:

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

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

This form must be completed for EACH 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 contractcompliance@getpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on VOSB firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small>
	Install Noisewall, Excavation, Bridge Drainage System, Aggregate Shoulders, Temporary Concrete Barriers					\$803,108.93
TOTALS FOR THIS VOSB FIRM:						\$803,108.93

*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 #15671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

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

2. COMMITMENT: The undersigned certifies that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understands that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment therefor must be provided to ISTHA's Contract Compliance. 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 Contract Compliance 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: [Redacted] Title: **President** Date: **12/18/20**
 Contact: **Douglas D. Schultz**
 Firm Name: **Herlihy Mid-Continent Company**
 E-mail: **doug@hmcco.net**
 Phone: **630-378-1000**
 Address: **1306 Marquette Dr, Romeoville IL 60446**

Signature for VOSB Contractor: [Redacted] Title: **President** Date: **12/18/20**
 Contact: **Douglas D. Schultz**
 Firm Name: **Herlihy Mid-Continent Company**
 E-mail: **doug@hmcco.net**
 Phone: **630-378-1000**
 Address: **1306 Marquette Dr, Romeoville IL 60446**

Certified Profile

[CLOSE WINDOW](#) 
[Print](#)

Business & Contact Information

BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY	
OWNER	Mr. JOHN OBRIEN	
ADDRESS	1306 MARQUETTE DRIVE ROMEOVILLE, IL 60446	Map This Address
PHONE	630-633-2789 Ext. 2481	
FAX	630-378-1001	
EMAIL	johno@hmcco.net	
WEBSITE	http://www.hmcco.net	
ETHNICITY	Caucasian	
GENDER	Male	
COUNTY	Will (IL)	

Certification Information

CERTIFYING AGENCY	State of Illinois Central Management Services
CERTIFICATION TYPE	VOSB - Veteran Owned Small Business
RENEWAL DATE	10/21/2021
EXPIRATION DATE	10/21/2027
CERTIFIED BUSINESS DESCRIPTION	NIGP 33000 FENCING NIGP 91240 Demolition Services NIGP 91366 Maintenance and Repair, Bridges NIGP 96839 Excavating

Commodity Codes

Code	Description
NIGP 33000	FENCING
NIGP 91240	Demolition Services
NIGP 91366	Maintenance and Repair, Bridges

NIGP 96839

Excavating

Additional Information

REGION

Metro Chicago



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 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-20-4538R
CONTRACTOR/CONSULTANT NAME: Herlihy Mid-Continent Company

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>). (v) All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.
- 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.

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at

B2Gnow is the Tollway monitoring system and can be found at: <https://iltollway.diversitysoftware.com>

(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

Herlihy Mid-Continent Company agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions: NONE

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	None
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	None

Herlihy Mid-Continent Company hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by _____.

Agreed: 	Agreed:
By: Douglass D. Schultz 	By:
Signed:	Signed:
Position: President	Position:
Date: 1/7/21	Date:



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

Date: 12/10/20 **Project Number:** RR-20-4538R

Project Name: Structural Repairs & Noise Abatement Wall Construction
I-94 Belvidere Rd to Lake Cook Rd

**DELINQUENT DEBT REVIEW
CONTRACTOR/
CONSULTANT**

Sub-Contractor/Consultant Disclosure.

Will you be using any sub-consultants/contractors? Yes No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all sub-contractors/consultants that will be utilized in the performance of this contract, together with the anticipated dollar value (sub-contractors) or percentage (sub-consultants) each is expected to receive pursuant to this contract. The list of sub-contractors/consultants should include but not be limited to sub-contractors/consultants, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section sub-contractors/consultants are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

Delinquent Payment. The contractor/consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor/consultant further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor/consultant or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Contractor/Consultant: Herlihy Mid-Continent Company

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: jeff@hmcco.net

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

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

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>
To be determined at time of award				
See attached list				

Signature: [REDACTED]

Date: 12/10/20

Printed Name: Douglass D. Schultz, President

Herlihy Mid-Continent Company

RR-20-4538R

Standard Business Terms and Conditions - Page 8 - Attachment

Subcontractor	FEIN	Address	Type of Work	Anticipated Subcontract Amount
C3 Corp.		PO Box 759, Wilmington IL 60481	Survey	\$8,600.00
H.R. Stewart, Inc.		52 W Crystal St, Cary IL 60013	Sewer Cleaning	\$1,600.00
Midwest Fence Corporation		900 N Kedzie Ave, Chicago IL 60651	Fence/Guardrail	\$9,500.00
Trafic Services Inc.		2260 Southwind Blvd, Bartlett IL 60103	Traffic	\$190,775.00
Phoenix Corporation of Quad Cities		1006 Rosehill Rd, Port Byron IL 61275	Sewer	\$167,380.00
Integrity Environmental Services, Inc.		1240 Iroquois Dr, Naperville IL 60563	Waste	\$5,100.00
Material Solutions Laboratory		1040 Bonaventure Dr, Elk Grove Village IL 60007	QC	\$47,075.00
Del Toro Landscaping Inc.		18 N 061 Galligan Rd, Dundee IL 60118	Landscaping	\$80,030.00
Homer Tree Service		16464 W 143rd St, Lockport IL 60441	Tree Removal	\$2,730.00
C.R.S. Shotcrete Inc.		17011 Wicker Blvd, Lowell IN 46356	Str Conc Rep	\$189,000.00
Chicago Ornamental Iron, Inc.		4738 W. Rice St. Chicago, IL 60561	Noise Post	\$237,200.00
			\Supplier	



Search Cyberdriveillinois.com

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	20686995
Entity Name	HERLIHY MID-CONTINENT COMPANY
Status	ACTIVE

Entity Information	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Friday, 6 September 1929
State	ILLINOIS
Duration Date	Wednesday, 6 September 2028

Agent Information	
-------------------	--

Name	DONALD R SCHULTZ
Address	1306 MARQUETTE DR ROMEOVILLE , IL 60446
Change Date	Wednesday, 25 September 1991

Annual Report	
Filing Date	Tuesday, 21 July 2020
For Year	2020

Officers	
President Name & Address	DOUGLAS D SCHULTZ 1155 SCOTT CT NAPERVILLE IL 60516
Secretary Name & Address	JOHN O'BRIEN 2505 FOREST AVE NORTH RIVERSIDE IL 60546

[Return to Search](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[File Annual Report](#)

[Adopting Assumed Name](#)

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

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

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:59 03/10/21

ACTION: S

VENDOR NUMBER= *****

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:00 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:33 03/17/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/17/21 AT 14:35 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:33 03/17/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/17/21 AT 14:33 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:33 03/17/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/17/21 AT 14:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 03/10/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:59 03/10/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:03 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.

*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:59 03/10/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:13 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.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:59 03/10/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:05 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:59 03/10/21

ACTION: S

VENDOR NUMBER= ****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:07 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:33 03/17/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/17/21 AT 14:39 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:59 03/10/21

ACTION: S

VENDOR NUMBER= *****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:10 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****[REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

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OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:36 03/10/21

ACTION: S

VENDOR NUMBER= ****[REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 03/10/21 AT 10:37 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

Contract # RR-20-4538R Today's Date 12/10/20

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

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

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

Herlihy Mid-Continent Company

Douglass D. Schultz, 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: [Click here to enter text.](#)

Business Name: Herlihy Mid-Continent Company

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: XXXXXXXXXX

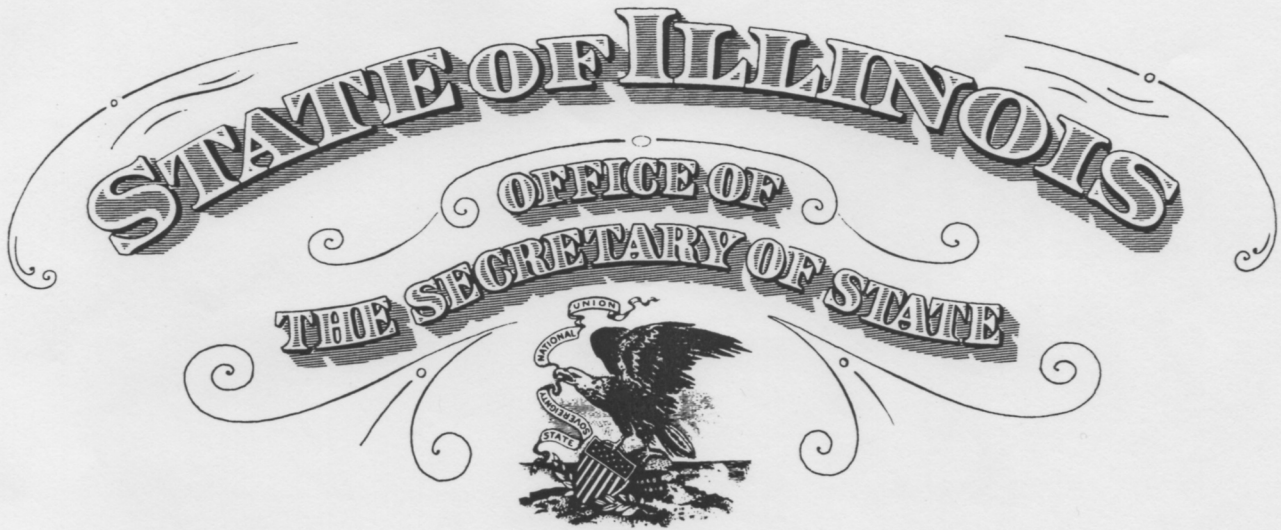
Legal Status (check one):

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

Signature of Authorized Representative: [Redacted Signature]

Douglass D. Schultz, President

Date: December 10, 2020



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

HERLIHY MID-CONTINENT COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 06, 1929, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of NOVEMBER A.D. 2016 .



Authentication #: 1632101822 verifiable until 11/16/2017

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

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 12570

Herlihy Mid-Continent Company

1306 Marquette Drive

Romeoville IL 60446

Information for this business last updated on:

Thursday, August 13, 2009

Certificate produced on Wednesday, August 19, 2009 at 11:06 AM



STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-18474

Procurement/Contract #: RR-20-4538R

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-0407782

IPG Expiration Date: 08/10/21

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
Click here to enter text.	Click here to enter text.	Click here to enter text.

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

4. Disclosure of Current and Pending Contracts

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

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

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

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attached Exhibit D	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Herlihy Mid-Continent Company

Street Address: 1306 Marquette Drive

City, State, Zip: Romeoville IL 60446

Phone: 630-378-1000

Email: doug@hmcco.net

Vendor Contact: Doug Schultz

Signature



Date: 12/10/20

Printed Name: Douglass D. Schultz

Title: President

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
IDOT	IL 38 OVER UPRR BRDGE DECK	Active	3,300,000.00	62C14
IDOT	IL-59/I-88 INTERCHANGE	Active	15,600,000.00	60I31
Curran/ISTHA	I-88 AURORA TO DEKALB	Active	13,159,000.00	RR-16-4254
IDOT	25th AVENUE GRADE SEPERATION	Active	21,263,000.00	63887
IDOT	IL-171 ARCHER AVENUE	Active	6,552,000.00	60H21
IDOT	IL 83 @ US 34 BRIDGE DECK	Active	2,412,000.00	62H01
IDOT	IL 47 @ EAKIN CREEK	Active	1,134,000.00	62A97
Martam/ISTHA	FLAGG CREEK WATER RECLAMATION DISTRICT SANITARY SEWER RELOCATIONS	Active	4,151,000.00	I-19-4490
IDOT	US 20 @ DUPAGE RIVER	Active	2,165,500.00	62A60
IDOT	KINGS ROAD EXTENSION	Active	2,707,000.00	61F40
IDOT	DESPLAINES PUMP STATION #8	Active	7,259,500.00	60C48
IDOT	ANDERSON ROAD	Active	2,777,500.00	61G21
IDOT	US 6 OVER MIDLOTHIAN CREEK	Active	4,843,500.00	60K73
IDOT	IL-31 OVER FERSON CREEK	Active	3,865,000.00	60M81
IDOT	95TH ST @ PLAINFIELD NAPERVILLE RD.	Active	5,490,000.00	61A30
IDOT	IL 53 BRIDGES PERMANENT PROTECTIVE SHIELD	Active	791,000.00	62K35
IDOT	IL-120 RAMPS OVER CPRR	Active	7,790,000.00	60X40
Plote/IDOT	IRVING PARK ROAD ROADWAY RECONSTRUCTION	Active	1,094,000.00	61F41
IDOT	Ogden Ave/CN Railroad	Active	24,256,500.00	60R06
IDOT	I-90 CUMBERLAND TO HARLEM NOISEWALL	Active	11,321,000.00	60Y40
IDOT	BLISS RD @ BLACKBERRY CREEK	Active	2,143,500.00	61D20
Martam/ISTHA	RETAINING AND NOISE WALL REHABILITATION AND EXTENSION, I-294	Active	230,000.00	RR-20-4530
Plote/IDOT	HART ROAD @ US-14	Active	216,000.00	61D65
ISTHA	ORLAND PARK GRASSLANDS	Active	7,460,000.00	I-14-4178
ISTHA	I-94 Str Rep, NAW (Belvidere to Lake Cook Rd)	Bidding	TBD	RR-20-4538R

Vendor Registration: View

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

HERLIHY MID-CONTINENT COMPANY

System Vendor Number: 20335231

[View All Forms in PDF](#) [Download Documents](#)

Vendor Registration

TYPE	State of Illinois Vendor Registration (Renew/Update)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	7/30/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0407782
REVIEWER	Maribeth Christmon
DATE REVIEWED	8/10/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	8/10/2021
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
CONTACT FOR THIS SUBMISSION	JOHN O'BRIEN (change contact)
PRIMARY CONTACT EMAIL	johno@hmcco.net
PHONE	630-633-2789 Ext. 2481
FAX	630-378-1001
COMPANY EMAIL	johno@hmcco.net
TAX ID NUMBER	XXXXXXXXXX
COMPANY TYPE	Corporation
ADDRESS	1306 MARQUETTE DRIVE ROMEDEVILLE, IL 60446 [edit address]

[View Vendor Profile](#)

Current Vendor Certifications

Type	Effective	Renewal	Organization
VOSB	10/21/2020	10/21/2021	State of Illinois Central Management Services

Forms

View	Form Name	Flagged
View	A - B. Business Information & Additional Information	
View	C. Small Business Set-Aside Program	
View	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
View	F - G. Certifications & Board of Elections	
View	H. Iran Disclosure	
View	I. Financial Disclosure & Conflicts of Interest	

NIGP Codes

NIGP 91230	Construction, Power Plant
NIGP 91240	Demolition Services
NIGP 91244	Excavation Services
NIGP 91313	Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation
NIGP 91339	Construction, Pipe Culvert
NIGP 91344	Construction, Railroad
NIGP 91345	Construction, Sewer and Storm Drain
NIGP 91355	Construction, Tunnel
NIGP 91361	Construction, Vertical, Concrete, Pour-In-Place, Form, Place, Finish
NIGP 91366	Maintenance and Repair, Bridges
NIGP 91367	Maintenance, Repair, and Operation of Drawbridges
NIGP 91377	Maintenance and Repair, Pipe Culvert
NIGP 91388	Maintenance and Repair, Tunnel

Additional Information

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Document	Status
  HERLIHY MID-CONTINENT COMPANY 08.10.2020 IPG Application Review Sheet.pdf	PDF, 0.92

Filename: HERLIHY_MID-
CONTINENT_COMPANY_08.10.2020_IPG_Application_Review_Sheet_20200810075230_2955.pdf

MB
[Edit Info](#)
[Delete](#)

Attached
by
**Maribeth
Christmon**
on
8/10/2020

Signature

SIGNATURE



NAME	John O'Brien
TITLE	SECRETARY
ORGANIZATION	HERLIHY MID-CONTINENT COMPANY
DATE	7/30/2020
IP NUMBER	173.9.232.218
TOKEN	5204C2254EFCB8A51E586DAAEB3FB694B544B7C88A12EC45F3...

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HERLIHY MID-CONTINENT COMPANY

System Vendor Number: 20335231







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Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	7/30/2020
STATUS	Accepted
BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
POINT OF CONTACT	JOHN O'BRIEN
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime & Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	DONALD R SCHULTZ	
3. ANNUAL SALES/GROSS RECEIPTS	28,464,249	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	9/29/1929	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in one or more counties. COOK, DUPAGE, WILL, KANE, LAKE, KENDALL, GRUNDY, MCHENRY, BOONE, DEKALB, LASALLE, LEE, WINNEBAGO, OGLE, KANKAKEE, WINNEBAGO	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	JOHN O'BRIEN	
CONTACT PERSON TITLE	SECRETARY	
CONTACT PERSON PHONE	630-633-2789	
CONTACT PERSON EMAIL	johno@hmcco.net	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Business Enterprise Program (BEP) / Veterans Business Program (VBP)	
--	---	---

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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	7/30/2020
STATUS	Accepted
BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
POINT OF CONTACT	JOHN O'BRIEN
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No	
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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	7/30/2020
STATUS	Accepted
BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
POINT OF CONTACT	JOHN O'BRIEN
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	77	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 99737-00, Expires 4/17/24	

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	
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Additional Information

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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	7/30/2020
STATUS	Accepted
BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
POINT OF CONTACT	JOHN O'BRIEN
FLAG FORM	Add Flag


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. 


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 


N/A

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


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 

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 

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 

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

G. Board of Elections (BOE)

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

7/10

Yes, I certify my business is registered with BOE.

12570

Additional Information

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HERLIHY MID-CONTINENT COMPANY

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	7/30/2020
STATUS	Accepted
BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
POINT OF CONTACT	JOHN O'BRIEN
FLAG FORM	Add Flag

H. Iran Disclosure

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

No business operations to disclose.

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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	7/30/2020
STATUS	Accepted
BUSINESS NAME	HERLIHY MID-CONTINENT COMPANY
POINT OF CONTACT	JOHN O'BRIEN
FLAG FORM	Add Flag


I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


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

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











No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

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

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by JOHN O'BRIEN on 7/30/2020
  2016 Ownership Share (PDF)	
  Ownership and Distributive Income (PDF)	
  IPG Percentage of Ownership and Distributive Income Form 2018 (PDF)	
  IPG Percentage of Ownership and Distributive Income Form 2019.pdf (PDF, 49.11 KB)	
  IPG Percentage of Ownership and Distributive Income Form 2020.pdf (PDF, 145.54 KB)	

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

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY SUSPENSION OR DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

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

No

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

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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

Vendor Name: HERLIHY MID-CONTINENT COMPANY

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
DONALD R. SCHULTZ	[REDACTED]	51%		51%	
DOUGLASS D. SCHULTZ	[REDACTED]	49%		49%	

Becky Wright

From: John O'Brien
Sent: Thursday, April 18, 2019 8:47 AM
To: Becky Wright
Subject: FW: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date

Here you go

Thanks,

John O'Brien
1306 Marquette Drive
Romeoville, IL 60446
Direct Line: (630) 633-2789

HERLIHY
MID-CONTINENT CO.

FOUNDATION

From: IDHR.PublicContracts [mailto:IDHR.PublicContracts@Illinois.gov]
Sent: Thursday, April 18, 2019 8:45 AM
To: John O'Brien <johno@hmcco.net>
Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date

ILLINOIS DEPARTMENT OF
Human Rights

JB Pritzker, Governor
James L. Bennett, Director

IDHR #: 99737-00
Date Eligible: 04/17/2019
Expires on: 04/17/2024

JOHN O'BRIEN
SECRETARY
HERLIHY MID-CONTINENT COMPANY
1306 MARQUETTE DRIVE
ROMEOVILLE, IL 60446

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942

535 West Jefferson Street, 1st Floor, Springfield, IL 62702, (217) 785-5100

2309 West Main Street, Marion, IL 62959 (618) 993-7463

www.state.il.us/dhr

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.



**Illinois Department
of Transportation**

RECEIVED

AUG 05 2020

Herlihy Mid-Continent Co.

Certificate of Eligibility

Contractor No 2520

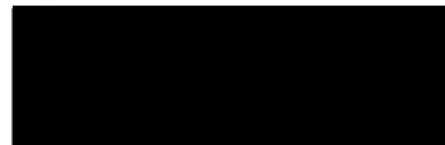
Herlihy Mid-Continent Company
1306 Marquette Drive Romeoville, IL 60446-1026

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

\$61,459,000.00

001	EARTHWORK	\$2,800,000
017	CONCRETE CONSTRUCTION	\$4,425,000
022	FENCING	\$1,225,000
09C	HWY., R.R. & WATERWAY STR.	\$28,150,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/30/2020 TO 7/31/2021 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 7/31/2020.



Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-20-4538R

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this 28th day of January 2021, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Herlihy Mid-Continent Company ,

- * a corporation organized and existing under the laws of the State of Illinois and authorized to do business in Illinois. {Attach Secretary of State certification}
- * ~~a partnership consisting of~~
- * ~~an individual doing business as~~
- * ~~a joint venture consisting of no more than three (3) members.~~

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Romeoville, 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 and incorporated herein. 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-20-4538R

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 August 13, 2021 in accordance with the contract book schedule.

CONTRACT END DATE

The contract end date is two (2) years from the completion date. Based on the completion date stated in the contract at the time of award the End Date August 13, 2023.

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-20-4538R

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-20-4538R

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-20-4538R
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 the CONTRACTOR at: Herlihy Mid-Continent Company
1306 Marquette Dr.

Romeoville, IL 60446

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:

1/26/21

President

Date

Douglass D. Schultz

Printed Name as Signed Above

ATTEST:

(Seal)

Secretary

John O'Brien

Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

03/30/2021

Willard S. Evans Jr., Chairman/CEO

Date

APPROVED:

03/29/2021

Jose Alvarez, Executive Director

Date

APPROVED:

03/29/2021

Cathy R. Williams, Chief Financial Officer

Date

APPROVED:

03/26/2021

Kathleen Pasulka-Brown, General Counsel

Date

Approved as to Form and Constitutionality

03/25/2021

Attorney General, State of Illinois

Date

Illinois Sales Tax Exemption Certificate

IL STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVE
DOWNERS 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-20-4538R

PERFORMANCE BOND

Bond No. 30104276

KNOW ALL PERSONS BY THESE PRESENTS, That we, Herlihy Mid-Continent Company, (Name of Principal)

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
a partnership consisting of
an individual doing business as
a joint venture consisting of

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Continental Casualty Company (Name of Surety)

a corporation organized and existing under the laws of the State of Illinois with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Two Million, Four Hundred Sixty-Nine Thousand, Five Hundred Ninety-Six Dollars and Ninety-Four Cent (2,469,596.94), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

RR-20-4538R Structural Repairs and Noise Abatement Wall Construction, Tri-State Tollway (Insert Contract Number and Description)

(I-94) Belvidere Road (MP 11.6) to Lake Cook Road (MP 25.28)

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 26th day of January, 2021.

Surety Continental Casualty Company

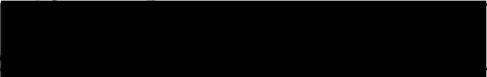
Principal Herlihy Mid-Continent Company

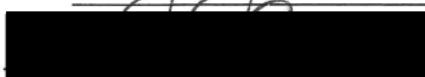
Address 151 N. Franklin Street

Address 1306 Marquette Drive

Chicago, IL 60606

Romeoville, IL 60446

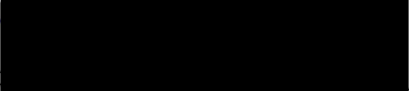
By 

By 

(Seal) Attorney in Fact
Kimberly R. Holmes

(Signature) (Seal)
Douglass D. Schultz, President
(Name & Title)

Agent for
Surety Brown & Brown of Illinois, Inc.

Attest 

Address 263 Shuman Blvd., Suite 110

Corporate Secretary John O'Brien

Naperville, IL 60563

(Attach Surety's Power of Attorney)

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

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

ss

STATE OF ILLINOIS

COUNTY OF DuPAGE

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

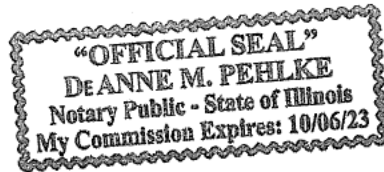
Given under my hand and notarial seal at my office in the City of Naperville in said County, this 26th day of January A.D., 2021.



(Notary Public) DeAnne M. Pehlke

My Commission expires: 10/06/2023

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen A Ryan, William Cahill, Kimberly Sawicki, Ann Marie Waters, Brent R Wagner, Kimberly R Holmes, Leigh Ann Francis, Rachel E Hernandez, Richard A Freebourn Jr, Individually

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

- In Unlimited Amounts -

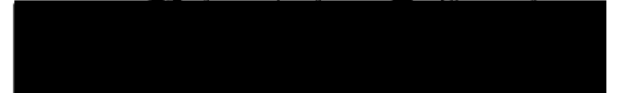
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of December, 2020.



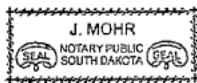
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of December, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021



J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26th day of January, 2021.



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



D. Johnson Assistant Secretary

Form F6853-4/2012

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

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-20-4538R

PAYMENT BOND

Bond No. 30104276

KNOW ALL PERSONS BY THESE PRESENTS, That we, Herlihy Mid-Continent Company, (Name of Principal)

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
a partnership consisting of,
an individual doing business as,
a joint venture consisting of

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Continental Casualty Company (Name of Surety)

a corporation organized and existing under the laws of the State of Illinois with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of Two Million, Four Hundred Sixty-Nine Thousand, Five Hundred Ninety-Six Dollars and Ninety-Four Cent (2,469,596.94). lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

RR-20-4538R Structural Repairs and Noise Abatement Wall Construction, Tri-State Tollway (Insert Contract Number and Description)

(I-94) Belvidere Road (MP 11.6) to Lake Cook Road (MP 25.28)

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 26th day of January, 2021.

Surety Continental Casualty Company
Address 151 N. Franklin St.

Chicago, IL 60606
[Redacted]
E [Redacted]
(Seal) Attorney in Fact
Kimberly R. Holmes

Agent for
Surety Brown & Brown of Illinois, Inc.
Address 263 Shuman Blvd., Suite 110
Naperville, IL 60563

Principal Herlihy Mid-Continent Company
Address 1306 Marquette Drive

Romeoville, IL 60446
B [Redacted]
(Signature) [Redacted] (Seal)
Douglass D. Schultz, President
(Name & Title)

Atte [Redacted]
Corporate Secretary John O'Brien

(Attach Surety's Power of Attorney)

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

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

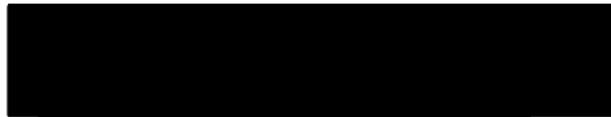
SS

STATE OF ILLINOIS

COUNTY OF DuPAGE

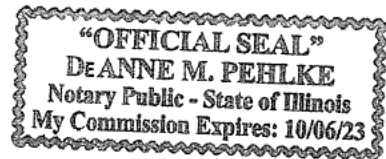
I, DeAnne M. Pehlke Notary Public of WILL County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 26th day of January A.D., 2021.



(Notary Public) DeAnne M. Pehlke
My Commission expires: 10/06/2023

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen A Ryan, William Cahill, Kimberly Sawicki, Ann Marie Waters, Brent R Wagner, Kimberly R Holmes, Leigh Ann Francis, Rachel E Hernandez, Richard A Freebourn Jr, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of December, 2020.

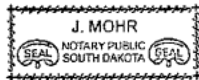


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of December, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26th day of January, 2021.



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

D. Johnson Assistant Secretary

Form F6853-4/2012

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

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

CONTRACTOR CERTIFICATION STATEMENT

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency.

Project Information:

Route Tri-State Tollway at Belvidere Road Marked I-94 and IL 120
Section M.P. 11.6 to M.P. 12.0 (I-94) Project No. RR-20-4538R
County Lake

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification: That I agree to comply therewith; and that I will ensure that all Subcontractors working on the subject project understand and comply with said permit.


Signature  Date 1/26/21

Douglass D. Schultz, President

Title

Herlihy Mid-Continent Company

Name of Firm

1306 Marquette Drive

Street Address

Romeoville IL 60446

City State Zip Code

630-378-1000

Telephone Number

ATTACHMENT _____

Note: CONTRACTOR TO COMPLETE

Prepare additional signature pages as needed if the responsibilities of the storm water pollution prevention plan are split between contractors. - specify which item(s) these sub-contractors assume responsibility for.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2021

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 Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME Christina Cunningham, Client Service Mgr Sr. PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS christina_cunningham@ajg.com
	INSURER(S) AFFORDING COVERAGE INSURER A Scottsdale Insurance Company INSURER B Phoenix Insurance Company INSURER C Travelers Property Casualty Co of America INSURER D Travelers Indemnity Company INSURER E American Guarantee and Liability Ins Co INSURER F Endurance American Insurance Company
INSURED Herlihy Mid-Continent Company 1306 Marquette Drive Romeoville IL 60441	HERLMID-01

COVERAGES

CERTIFICATE NUMBER: 1985231343

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO-6P528442	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810- 6P536036	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-6P531065	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	UB-6P528896	3/31/2020	3/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER IL & IN E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability			XLS0113393	3/31/2020	3/31/2021	Occ/Agg 5,000,000
F	Excess Liability			AEC4305499-00	3/31/2020	3/31/2021	Occ/Agg 25,000,000
				EXC30000999901	3/31/2020	3/31/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution limit \$5,000,000 per occurrence / \$5,000,000 aggregate
 Professional liability limit \$5,000,000 per occurrence / \$5,000,000 aggregate
 Policy Number: 66791512

Carrier: AIG Specialty Insurance Company

Policy Term: 3/31/2021-2022

RE: Construction Contract No.- RR-20-4538R | Structural Repairs and Noise Abatement Wall Construction | Tollroad # - Tri-State Tollway

SFI Chicago Tollway LLC, MB Real Estate Services, Inc.; iStar Financial Inc., and its Subsidiaries, successors and assigns., The Illinois State Toll Highway See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The Illinois State Toll Highway Authority
 Attn: Risk Management
 2700 Ogden Avenue
 Downers Grove IL 60515

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Herlihy Mid-Continent Company 1306 Marquette Drive Romeoville IL 60441	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

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, and Construction Corridor Manager are shown as Additional Insureds solely with respect to General Liability coverage as evidenced herein on a Primary/Non-Contributory basis and Auto Liability coverage as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation in favor of additional insureds is included under the General Liability, Auto Liability and Worker Compensation coverages as evidenced herein as required by written contract. Umbrella follow form.

Additional insured status under the pollution liability per contract or written agreement with the additional insureds listed above.

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"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

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

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

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.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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">A. Aircraft Chartered With PilotB. Damage To Premises Rented To YouC. Increased Supplementary PaymentsD. Incidental Medical MalpracticeE. Who Is An Insured – Newly Acquired Or Formed OrganizationsF. Who Is An Insured – Broadened Named Insured – Unnamed SubsidiariesG. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none">H. Blanket Additional Insured – Lessors Of Leased EquipmentI. Blanket Additional Insured – States Or Political Subdivisions – PermitsJ. Knowledge And Notice Of Occurrence Or OffenseK. Unintentional OmissionL. Blanket Waiver Of SubrogationM. Amended Bodily Injury DefinitionN. Contractual Liability – Railroads |
|--|---|

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
 - (iii) An executive officer or director of any other organization;
- that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

Policy# UB-6P528896 Policy Term: 3/31/2020 TO 3/31/2021

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Per contract or written agreement with the insured

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 – 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 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.

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, March 31, 2021

Forms a part of Policy No: TCP2 66791512

Issued to: HERLIHY MID-CONTINENT COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A ADDITIONAL INSURED(S) ENDORSEMENT

Solely with respect to Coverage A, it is hereby agreed that Section VI. **DEFINITIONS**, Paragraph T. **Insured** is amended by adding the following scheduled entity(s) as additional **Insured(s)** but solely as respects liability arising out of the **Covered Operations** performed by or on behalf of the **Named Insured**.

Additional Insured(s)

Blanket as required by written contract entered into prior to **Claim** or **Loss**.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
3/12/2021

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.

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008 License#: BR-724491	CONTACT NAME Christina Cunningham, Client Service Mgr Sr. PHONE (A/C, No, Ext) _____ FAX (A/C, No) _____ E-MAIL ADDRESS christina_cunningham@ajg.com PRODUCER CUSTOMER ID HERLMID-01														
INSURED Herlihy Mid-Continent Company 1306 Marquette Drive Romeoville IL 60441	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Travelers Property Casualty Co of America	25674	INSURER B		INSURER C		INSURER D		INSURER E		INSURER F	
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INSURER E															
INSURER F															

COVERAGES **CERTIFICATE NUMBER: 791614352** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Contract No.- RR-20-4538R | Structural Repairs and Noise Abatement Wall Construction | Tollroad #- Tri-State Tollway
 See Attached...

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY	DEDUCTIBLES					
	CAUSES OF LOSS	BUILDING				BUILDING	\$
	BASIC	CONTENTS				PERSONAL PROPERTY	\$
	BROAD					BUSINESS INCOME	\$
	SPECIAL					EXTRA EXPENSE	\$
	EARTHQUAKE					RENTAL VALUE	\$
	WIND					BLANKET BUILDING	\$
	FLOOD					BLANKET PERS PROP	\$
						BLANKET BLDG & PP	\$
							\$
							\$
	<input checked="" type="checkbox"/> INLAND MARINE		TYPE OF POLICY			<input checked="" type="checkbox"/> Hard Costs	\$ 2,600,000
	CAUSES OF LOSS		Builders Risk			<input checked="" type="checkbox"/> Soft Costs	\$ 100,000
A	<input type="checkbox"/> NAMED PERILS		POLICY NUMBER				\$
	<input type="checkbox"/> CRIME		QT-660-4R622504-TIL	3/22/2021	8/15/2021		\$
	TYPE OF POLICY						\$
							\$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Herlihy Mid-Continent Company 1306 Marquette Drive Romeoville IL 60441	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 **FORM TITLE:** CERTIFICATE OF PROPERTY INSURANCE

DESCRIPTION OF PROPERTY:

project loc: I-94 Belvidere Rd (Waukegan) to Lake Cook Rd (Northfield Township) - Lake & Cook Counties
 Structure Repair - Noise Abatement Wall (Belvidere Rd to Lake Cook Rd)

NAMED INSURED TO READ:
 HERLIHY MID-CONTINENT COMPANY, ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND ALL SUBCONTRACTORS OF EVERY TIER.



Insurance | Risk Management | Consulting

March 12, 2021

Mr. Mark Thomas
Illinois State Toll Highway Authority
2700 Ogden Ave
Downers Grove, IL 60515

RE: Herlihy Mid-Continent Company
Contract # RR-20-4538R

Dear Mark:

Please be advised that we attest that (i) all provisions of the accepted certificate of insurance and policy binders can be obtained and (ii) all endorsements indicated have been requested from the insurance carrier or are already included on the policies.

Arthur J. Gallagher Risk Management Services is a binding agent for the carriers providing coverage for this project.

Please feel free to contact me with any questions.

Sincerely,

A solid black rectangular box used to redact the signature of Kim Auchstetter.

Kim Auchstetter
Executive Vice President
Arthur J. Gallagher Risk Management Services

Arthur J. Gallagher Risk Management Services
2850 Golf Rd, Rolling Meadows, IL 60008
www.ajg.com

HERLIHY

MID-CONTINENT CO.

March 16, 2021

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703

Attn: Mr. Mark Thomas

Re: ISTHA Contract RR-20-4538R
I-94 Noise Abatement Wall & Structural Repairs

Subject: Five Year Discovery Period Documentation

Dear Mr. Thomas

As according to the contract, the Professional Liability insurance will be continuously maintained for the duration of the Contract and for a period of five (5) years after completion of the Contract.

We trust this meet your approval but should you need any further information please do not hesitate to contact me.

Sincerely,
HERLIHY MID-CONTINENT COMPANY

A solid black rectangular box used to redact the signature of the sender.

President