

## PROPOSAL

TO THE OWNER, Village of Thornton

1. Proposal of Gallagher Asphalt Corporation  
(name and address of bidder)  
18100 South Indiana Avenue, Thornton, IL 60476  
jgallagher@gallagherasphalt.com  
(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
7. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the Owner may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within \_\_\_\_\_ calendar days after the date of the execution of the contract by both parties, or by \_\_\_\_\_ if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or bid bond, complying with the requirements of the specifications, made payable to: \_\_\_\_\_

The amount of the bond, check or draft is \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

# AIA Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Gallagher Asphalt Corporation  
18100 South Indiana Avenue  
Thornton, IL 60476

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland: Illinois Corporation  
1299 Zurich Way  
Schaumburg, IL 60196

### OWNER:

(Name, legal status and address)

Village of Thornton  
115 East Margaret Street  
Thornton, IL 60476

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Ten Percent of the Amount of Bid----- (--10%--)

### PROJECT:

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

2023 CDBG Street Resurfacing; Project No. 2306-027 Indianwood Drive – Chicago Road to Arrowhead Drive

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

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

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

Signed and sealed this 31<sup>st</sup> day of July, 2024

Cristina M. Finter

(Witness)

See Attached Jurat

(Witness)

Gallagher Asphalt Corporation

(Principal)

Jonathan Gallagher

(Seal)

(Title) Jonathan Gallagher, Vice President  
Fidelity and Deposit Company of Maryland

(Surety)

Lucianne Bischoff  
(Title) Lucianne Bischoff, Attorney In Fact

(Seal)

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this 31<sup>st</sup> day of July, 2024, before me personally appeared Lucianne Bischoff, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of Fidelity and Deposit Company of Maryland, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Courtney A. Flaska  
Notary Public in and for the above County and

State My Commission Expires: 05/17/25



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Robert B. SCHULTZ, Kirk LISKIEWITZ, Samantha BRADTKE, James L. SULKOWSKI, Carol A. DOUGHERTY, Courtney A. FLASKA, Mike POHL, Christine EITEL, Lucianne BISCHOFF of **Schaumburg, Illinois**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

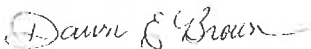
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of January, A.D. 2022.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

  
By: **Robert D. Murray**  
Vice President

  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of January, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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





Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31st day of July, 2024



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond; otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S  
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.



### CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?  
Yes
2. (a) Have you done work of this nature? Yes  
(b) To what extent? (Dollar value) \$1,000,000  
(c) For whom? Various Municipalities
3. Do you have sufficient equipment to perform this work? Yes  
If so, list major items: Asphalt finishers, rollers, backhoes, loaders and trucks
4. Give Bank reference: Old National Bank  
Address:  
7800 West 95th Street, Hickory Hills, IL 60457
5. List names and addresses of major suppliers:  
Patten Tractors 635 W. Lake Street, Elmhurst, IL 60126 (630) 279-4400  
Amerigas Propane P.O. Box 965, Valley Forge, PA 19482 (610) 768-7625  
Heidelberg Material Service 8505 Freeport Parkway, Irving, TX 75126 (866) 366-4727
6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? No  
(a) If so where? \_\_\_\_\_  
(b) For what reason? \_\_\_\_\_
7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? No



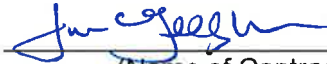
CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? No
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? No
10. If awarded contract, work will begin in 14 calendar days.

**CERTIFICATE OF ELIGIBILITY TO BID**

I, Gallagher Asphalt Corporation (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: 7/31/2024

By:   
(Name of Contractor)  
Gallagher Asphalt Corporation  
Jonathan P. Gallagher, Vice President  
(Title)

**SCHEDULE OF PRICES**

Local Agency Village of Thornton

Location Indianwood Drive

Description TH 2023 CDBG Street Resurfacing

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications.)

Bidder's Proposal for making Entire Improvements					
298,567.30					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	EARTH EXCAVATION	CU YD	5	77.00	385.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	240	0.01	2.40
3	EROSION CONTROL BLANKET	SQ YD	240	0.01	2.40
4	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	235	5.45	1,280.75
5	BITUMINOUS MATERIALS (TACK COAT)	POUND	8,035	0.01	80.35
6	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	70	16.00	1,120.00
7	LEVELING BINDER (MACHINE METHOD), N50	TON	670	96.00	64,320.00
8	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1,000	78.00	78,000.00
9	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	90	110.00	9,900.00
10	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	715	12.50	8,937.50
11	DETECTABLE WARNINGS	SQ FT	90	34.00	3,060.00
12	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	11,905	2.30	27,381.50
13	DRIVEWAY PAVEMENT REMOVAL	SQ YD	155	30.00	4,650.00
14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	940	16.00	15,040.00
15	SIDEWALK REMOVAL	SQ FT	645	3.50	2,257.50
16	VALVE BOXES TO BE ADJUSTED	EACH	1	290.00	290.00
17	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	7	510.00	3,570.00
18	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	325	5.50	1,787.50
19	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	125	13.00	1,625.00
20	SEEDING, SPECIAL	SQ YD	240	0.01	2.40
21	CLASS D PATCHES, 6 INCH	SQ YD	235	78.00	18,330.00
22	COMBINATION CURB AND GUTTER REPLACEMENT	FOOT	940	46.00	43,240.00
23	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	65	57.00	3,705.00
24	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	20	420.00	8,400.00

Item No.	Items	Unit	Quantity	Unit Price	Total
25	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1	1,200.00	1,200.00

## SIGNATURES

(If an individual)

Signature of Bidder .....

Business Address .....

(If a co-partnership)

Firm Name ..... (SEAL)


Signed by ..... (SEAL)

Business Address .....

Insert  
Names and  
Addresses of  
All Members  
of the Firm  
.....  
.....  
.....  
.....

(If a corporation)

Corporate Name Gallagher Asphalt Corporation.....

Signed By .....  
Jonathan P. Gallagher, Vice President

Business Address 18100 South Indiana Avenue, Thornton, IL 60476

(Corporate Seal)

Insert  
Names of  
Officers  
President James E. Trost.....  
Secretary William R. Gallagher.....  
Treasurer Chris Gallagher.....

Attest:  William R. Gallagher

Attestor's Title: Secretary

Phone Number (708) 799-9758

## **BIDDER'S CERTIFICATE**

The undersigned, having executed the attached bid for the construction of:

2023 CDBG Street Resurfacing Project

Name of Project

for the Village/City/Town of Thornton, County of Cook,

State of Illinois hereby certifies that he has read all of the Contract

Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms,

General conditions of the contract, Detail Specifications, Forms of contract, Form of

Performance Bond and Form of Maintenance Bond, and that he has examined the plans

and that his proposal for the work is based on the conditions and requirements therein;

and should the contract be awarded to him, he agrees to execute the work in strict

accordance therewith, including compliance with the Insurance Requirements of the

General Conditions.

Name of Bidder

By: 

Company Name

Gallagher Asphalt Corporation

Jonathan P. Gallagher, Vice President

Date: 7/31/2024

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **COMPLIANCE CERTIFICATE**

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid proposal of the term "Seller" shall be deemed to refer to the Bidder or Offerer, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies that following to the

Gallagher Asphalt Corporation hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's awarded to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instruction contained therein unless Seller has wither filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 if Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114. Has filed all required compliance reports. Seller shall obtain similar representations indicating submission, of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontractors not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that is does not maintain or provide for its employees and segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for or Request for Proposal. As used in this certification, the term "segregated facilities" means waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):



NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

- D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance programs as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.
- E. Seller certifies that it is not currently in receipt of any outstanding letter of deficiencies, show probable cause, or other such notification of non-compliance with EEO regulations.

Executed this 31st day of July, 2024 by:

Firm Name Gallagher Asphalt Corporation

Address 18100 South Indiana Avenue

Thornton, IL 60476

By   
(Signature)

Title Jonathan P. Gallagher, Vice President  
(Principal)

# **REQUIRED CERTIFICATIONS**

**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

Department of Veterans Affairs  
OMB Control No. 2502-0029  
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided.** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

Gallagher Asphalt Corporation  
18100 South Indiana Avenue  
Thornton, IL 60476

By



Title

Jonathan P. Gallagher, Vice President

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

##### **200.410 Definition of term "applicant".**

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

##### **200.420 Equal Opportunity Clause to be included in contracts and subcontracts.**

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

##### **200.425 Modification in and exemptions from the regulations in this subpart.**

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Gallagher Asphalt Corporation

Address and Zip Code: 18100 South Indiana Avenue, Thornton, IL 60476

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.  
Yes ☒ No ☐ (If answer is yes, identify the most recent contract)  
Village of Glenwood, 2020 CDBG Street Resurfacing Program, CDBG Section #2006-087
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes ☒ No ☐ (If answer is yes, identify the most recent contract)  
Village of Glenwood, 2020 CDBG Street Resurfacing Program, CDBG Section #2006-087
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes ☒ No ☐ None Required ☐
4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Jonathan P. Gallagher, Vice President  
(Name and Title of Signer – please type)

  
Signature

7/31/2024  
Date

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

Gallagher Asphalt Corporation

Date

7/31/2024

Signature of Authorized Certifying Official



Title

Jonathan P. Gallagher, Vice President



## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* APPLICANT'S ORGANIZATION

Gallagher Asphalt Corporation

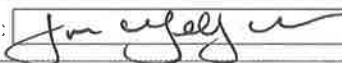
\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name: Jonathan Middle Name:

\* Last Name: Gallagher Suffix:

\* Title: Vice President

\* SIGNATURE:



\* DATE:

7/31/2024

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COOK COUNTY  
CONTRACT  
COMPLIANCE  
DOCUMENTS

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## MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

☐

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance))

☒

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.**

☐

**Direct Participation of MBE/WBE Firms**

☐

**Indirect Participation of MBE/WBE Firms**

**NOTE:** Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: None

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: None Certifying Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Bid/Proposal/Contract #: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ FEIN #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

SEAL

SEAL

**PETITION FOR PARTIAL OR FULL WAIVER – FORM 3**

Bidder/Proposer:

GALLAGHER ASPHALT CORPORATION

Contract No./Title:

2306-027

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> FULL MBE WAIVER | <input type="checkbox"/> PARTIAL MBE WAIVER |
| <input checked="" type="checkbox"/> FULL WBE WAIVER | <input type="checkbox"/> PARTIAL WBE WAIVER |
| <input type="checkbox"/> FULL DBE WAIVER            | <input type="checkbox"/> PARTIAL DBE WAIVER |

**B. REASON FOR PARTIAL/FULL WAIVER REQUEST:**

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- ☒ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- ☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

## **GOOD FAITH EFFORT TRANSPARENCY REPORT**

### **C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)**

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
  - b. When the Bidder/Proposer contacted the PCE(s);
  - c. When the Bidder/Proposer formulated its bid and utilization plan;  
and
  - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
  - a. Dates of each contact attempt for each contacted PCE;
  - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
  - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
  - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

## GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

	7/31/2024
Signature and Title of Bidder/Proposer	Date
Jonathan Gallagher, Vice President	





## Affidavit of Availability

For the Letting of 8/2/2024

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

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

### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	2119-09141	2024 Paving	24-222	24-19000-01-GM	62R71	
Contract With	Cook County	Manheim Auto Auction	Lockport	WCDOT	IDOT	
Estimated Completion Date	Aug-24	Sep-24	Oct-24	Aug-24	Jul-25	
Total Contract Price	\$17,370,167	\$1,661,915	\$3,774,572	\$385,356	\$7,274,556	
Uncompleted Dollar Value If Firm Is the Prime Contractor	\$512,600	\$1,661,915	\$1,544,520	\$385,356	\$7,274,556	\$11,378,947
Uncompleted Dollar Value If Firm is the Subcontractor						\$0
Total Value of All Work						\$11,378,947

### 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.

Earthwork			\$59,856		\$450	\$60,306
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$235,700	\$1,036,540	\$771,004	\$369,146	\$3,642,068	\$6,054,478
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces			\$49,522			\$49,522
Highway, R.R., Waterway Struc.						\$0
Drainage			\$125,040			\$125,040
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction			\$108,551			\$108,551
Landscaping			\$22,800			\$22,800
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling			\$127,228	\$16,210	\$432,018	\$575,456
Demolition						\$0
Pavement Markings (Paint)						\$0
Other Construction (Mob/Misc)	\$74,200		\$74,919		\$545,800	\$694,919
Other Construction (Traffic Control)						\$0
Other Construction (Hot-In-Place)		\$542,400				\$542,400
Other Construction (List)						\$0
Totals	\$309,900	\$1,576,940	\$1,338,920	\$385,356	\$4,620,356	\$8,233,472

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

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

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

	1	2	3	4	Awards Pending
- Subcontractor	Whiteline	Pymt Systems	H&H Electric		D&R
Type of Work	Concrete	Striping	Electric		CCDD
Subcontract Price	\$2,682,951	\$82,875	\$9,600		\$55,450
Amount Uncompleted		\$82,875	\$9,600		\$55,450
- Subcontractor	Maint Clgs		Seasons		JJ Nowell
Type of Work	Thermo/Tsf		Landscaping		Concrete
Subcontract Price	\$1,150,950		\$193,315		\$1,002,441
Amount Uncompleted	\$95,500		\$125,700		\$1,002,441
- Subcontractor	Pro-Tack		Nafisco		H&H
Type of Work	LJS		Traffic & Signs		Electric
Subcontract Price	\$372,865		\$88,055		\$493,837
Amount Uncompleted	\$36,700		\$44,000		\$493,837
- Subcontractor	Integrity		Precision		Galaxy
Type of Work	Environmental		Thermo		Sewer
Subcontract Price	\$58,450		\$40,571		\$131,600
Amount Uncompleted			\$26,400		\$131,600
- Subcontractor	Jack CSI				Highstar
Type of Work	Swr Cleaning				Traffic/Thermo
Subcontract Price	\$482,821				\$477,488
Amount Uncompleted					\$477,488
- Subcontractor	Tough Cuts				Pending
Type of Work	Sawing/Grinding				Landscape
Subcontract Price	\$1,345,479				\$137,760
Amount Uncompleted					\$137,760
- Subcontractor	Cardinal				Homer
Type of Work	Landscaping				Tree Rem
Subcontract Price	\$227,980				\$4,402
Amount Uncompleted	\$8,000				\$4,402
- Subcontractor					Alistate
Type of Work					LJS
Subcontract Price					\$351,222
Amount Uncompleted					\$351,222
Add					
Total Uncompleted	\$202,700	\$82,875	\$205,600	\$0	\$2,654,200

**Notary**

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.

Officer or Director

Joffrey L. Kolmodin

Title

Vice-President

Signature

Date

7/9/2024

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Zip Code

Thornton

IL

60441

Subscribed and sworn before me

this day of

(Signature of Notary Public)

My Commission expires

(Notary Seal)



Add pages for additional contracts



## Affidavit of Availability

For the Letting of 8/2/2024

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Springfield, IL 62764

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### Part I. Work Under Contract

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	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	240128 HR	23-R0842	24-05000-03-GM	Walmart-Elwood	62155	
Contract With	Camden Co, MO	Merionette Park	Kankakee County	Colcon Corp	IDOT	
Estimated Completion Date	Sep-24	Aug-24	Sep-24	Sep-24	Dec-24	
Total Contract Price	\$699,981	\$149,493	\$357,985	\$515,825	\$734,798	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$699,981	\$5,940	\$357,985		\$734,798	\$13,178,651
Uncompleted Dollar Value if Firm is the Subcontractor				\$515,825		\$515,825
Total Value of All Work						\$13,694,476

### 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.

Earthwork					\$4,725	\$65,031
Portland Cement Concrete Paving						\$0
HMA Plant Mix			\$218,377	\$364,838	\$172,354	\$0,810,045
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces						\$49,522
Highway, R.R., Waterway Struc.						\$0
Drainage					\$65,690	\$190,730
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction					\$99,913	\$208,464
Landscaping						\$22,800
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling			\$41,019	\$102,389	\$41,894	\$760,758
Demolition						\$0
Pavement Markings (Paint)						\$0
Other Construction (Mob/Misc)				\$19,000	\$41,500	\$755,419
Other Construction (Traffic Control)			\$6,122	\$28,250		\$34,372
Other Construction (Hot-In-Place)	\$699,981		\$77,622			\$1,320,003
Other Construction (List)						\$0
Totals	\$699,981	\$0	\$343,140	\$514,475	\$426,076	\$10,217,144

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

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

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

	1	2	3	4	Awards Pending
- Subcontractor		Roy Enkson	Evergreen	Pvmt Syst	D&R
Type of Work		Landscape	LJS	Striping	CCDD
Subcontract Price		\$4,440	\$14,845	\$1,350	\$16,350
Amount Uncompleted		\$4,440	\$14,845	\$1,350	\$16,350
- Subcontractor		Pavmt Systems			Petronica
Type of Work		Striping			Electric
Subcontract Price		\$2,560			\$202,037
Amount Uncompleted		\$2,560			\$202,037
- Subcontractor					Northern
Type of Work					Guardrail
Subcontract Price					\$7,563
Amount Uncompleted					\$7,563
- Subcontractor					Pending
Type of Work					Landscape
Subcontract Price					\$3,425
Amount Uncompleted					\$3,425
- Subcontractor					Evergreen
Type of Work					LJS
Subcontract Price					\$20,263
Amount Uncompleted					\$20,263
- Subcontractor					Veterans
Type of Work					Swr Clean
Subcontract Price					\$11,286
Amount Uncompleted					\$11,286
- Subcontractor					D2K
Type of Work					Thermo
Subcontract Price					\$29,479
Amount Uncompleted					\$29,479
- Subcontractor					D2K
Type of Work					Traffic
Subcontract Price					\$18,329
Amount Uncompleted					\$18,329
<b>Add</b>					
<b>Total Uncompleted</b>	<b>\$0</b>	<b>\$6,940</b>	<b>\$14,845</b>	<b>\$1,350</b>	<b>\$308,722</b>

**Notary**

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.

**Officer or Director**

Jeffrey L. Kolmodin

**Title**

Vice-President

**Signature**

**Date**

7/9/2024

**Company**

Gallagher Asphalt Corporation

**Address**

18100 South Indiana Avenue

**City**

**Zip Code**

Thornton

IL

60441

Subscribed and sworn before me

this day of

(Signature of Notary Public)

My Commision expires

(Notary Seal)

☐ Add pages for additional contracts



## Affidavit of Availability

For the Letting of 8/2/2024

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### Part I. Work Under Contract

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	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	21-R0879-01	47th St SOG Expansion	24-00000-06-GM	n/a	66N38	
Contract With	Malteson	Dyer/Norfolk Southern Railroad	Kankakee County	Carlson Bros/Kankakee HUD	IDOT	
Estimated Completion Date	Sep-24	Sep-24	Oct-24	Sep-24	Oct-24	
Total Contract Price	\$970,279	\$2,381,232	\$922,330	\$213,332	\$85,098	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$426,155		\$922,330		\$85,098	\$14,612,234
Uncompleted Dollar Value If Firm is the Subcontractor		\$2,288,291		\$43,172		\$2,847,288
Total Value of All Work						\$17,459,522

### 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.

Earthwork						\$65,031
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$239,300	\$1,846,364	\$781,531	\$41,680	\$32,165	\$9,751,305
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces			\$48,854			\$98,376
Highway, R.R., Waterway Struc.						\$0
Drainage	\$7,084					\$197,614
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction		\$430,554				\$639,018
Landscaping						\$22,800
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$0	\$11,373	\$68,316		\$15,614	\$866,261
Demolition						\$0
Pavement Markings (Paint)	\$159,225		\$23,629	\$1,292		\$164,146
Other Construction (Mob/Misc)					\$5,000	\$760,419
Other Construction (Traffic Control)						\$34,372
Other Construction (Hot-In-Place)						\$1,320,003
Other Construction (List)						\$0
Totals	\$405,609	\$2,288,291	\$922,330	\$43,172	\$52,999	\$13,929,545

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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.

	1	2	3	4	Awards Pending
- Subcontractor	Rosewood				Seasons
Type of Work	Landscape				Landscape
Subcontract Price	\$1,520				\$9,760
Amount Uncompleted	\$1,520				\$9,760
- Subcontractor	Traffic Control Co				Evergreen
Type of Work	Thermo				LJS
Subcontract Price	\$22,438				\$5,512
Amount Uncompleted	\$8,520				\$5,512
- Subcontractor	Del Loops				Traffic Cent
Type of Work	H&H				Thermo
Subcontract Price	\$10,500				\$9,470
Amount Uncompleted	\$10,500				\$9,470
- Subcontractor					Work Zone
Type of Work					Traffic
Subcontract Price					\$7,357
Amount Uncompleted					\$7,357
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Add					
Total Uncompleted	\$20,546	\$0	\$0	\$0	\$32,099

**Notary**

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.

Officer or Director

Jeffrey L. Kolmodin

Title

Vice-President

Signature

Date

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IL

60441

Subscribed and sworn before me

this day of

(Signature of Notary Public)

My Commission expires

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☐ Add pages for additional contracts



## Affidavit of Availability

For the Letting of 8/2/2024



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	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	2023 Road Program	24-00000-00-GM	24-00000-00-GM	24-00059-00-RS	62R41	
Contract With	Orland Township	Bourbonnais	Walseka	Crest Hill	IDOT	
Estimated Completion Date	Sep-24	Oct-24	Sep-24	Oct-2024	Dec-24	
Total Contract Price	\$1,085,927	\$537,916	\$535,338	\$835,800	\$1,494,018	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,085,927	\$537,916	\$535,338	\$835,900	\$1,494,018	\$19,101,333
Uncompleted Dollar Value if Firm is the Subcontractor						\$2,847,288
Total Value of All Work						\$21,948,621

### 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.

Earthwork	\$20,002		\$2,150	\$4,459	\$6,865	\$98,527
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$431,114	\$374,702		\$407,668	\$584,079	\$11,648,868
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces			\$17,300	\$9,985	\$38,481	\$164,142
Highway, R.R., Waterway Struc.						\$0
Drainage	\$28,000	\$2,790	\$30,340	\$24,880	\$4,093	\$287,917
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction	\$483,313	\$87,372	\$92,273	\$114,241		\$1,416,217
Landscaping						\$22,800
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signaling						\$0
Cold Milling, Planning, Rotomilling	\$63,150	\$73,052		\$56,110	\$128,973	\$1,197,546
Demolition						\$0
Pavement Markings (Paint)						\$184,146
Other Construction (Mob/Misc)	\$6,000			\$7,000	\$93,819	\$867,236
Other Construction (Traffic Control)	\$30,298					\$64,870
Other Construction (Hot-In-Place)			\$152,999	\$143,189		\$1,610,191
Other Construction (List)						\$0
Totals	\$1,081,877	\$537,916	\$295,062	\$767,532	\$856,330	\$17,568,262

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Part III. Work Subcontracted to Others.

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	1	2	3	4	Awards Pending
- Subcontractor	Piper		Lavicka	Tric Crt Corps	D&R
Type of Work	Tree Rem		Landscaping	Tric & Thermo	CCDD
Subcontract Price	\$4,050		\$5,649	\$40,115	\$21,800
Amount Uncompleted	\$4,050		\$5,649	\$40,115	\$21,800
- Subcontractor			AC Pymt Stripe	Landscaper	United
Type of Work			Chip Seal	Landscape	Cond/Swr
Subcontract Price			\$152,063	\$28,253	\$105,215
Amount Uncompleted			\$152,063	\$28,253	\$105,215
- Subcontractor			Iroquois		Pending
Type of Work			HMA		Electric
Subcontract Price			\$81,664		\$95,782
Amount Uncompleted			\$81,664		\$95,782
- Subcontractor					Artega
Type of Work					Landscaping
Subcontract Price					\$88,579
Amount Uncompleted					\$88,579
- Subcontractor					JEM
Type of Work					Traffic
Subcontract Price					\$80,553
Amount Uncompleted					\$80,553
- Subcontractor					Traffic Cont Co
Type of Work					Thermo
Subcontract Price					\$53,125
Amount Uncompleted					\$53,125
- Subcontractor					Central
Type of Work					Tree Rem
Subcontract Price					\$44,750
Amount Uncompleted					\$44,750
- Subcontractor					Allstate
Type of Work					LJS
Subcontract Price					\$47,764
Amount Uncompleted					\$47,764
Add					47784
Total Uncompleted	\$4,050	\$0	\$240,276	\$68,368	\$537,680

Notary

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.

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Jeffrey L. Kolmodin

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Vice-President

Signature

Date

7/9/2024

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this day of

(Signature of Notary Public)

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**Illinois Department  
of Transportation**

**Affidavit of Availability**

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	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	24-00000-00-GM	2306-019	Tollview Drive	20-00169-00-PV	61K47	
Contract With	Manteno	Memionette Park	South Holland	Calumet City	IDOT	
Estimated Completion Date	Sep-24	Sep-24	Aug-24	Sep-24	Dec-24	
Total Contract Price	\$676,591	\$179,135	\$167,936	\$2,117,026	\$1,777,633	
Uncompleted Dollar Value if Firm Is the Prime Contractor	\$676,591	\$20,505	\$49,355	\$1,841,955	\$1,777,633	\$23,667,372
Uncompleted Dollar Value If Firm Is the Subcontractor						\$2,647,268
Total Value of All Work						\$26,514,660

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

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Earthwork	\$36,700			\$294,515		\$429,742
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$368,454			\$502,358	\$883,249	\$13,402,929
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces	\$3,616			\$182,910		\$350,868
Highway, R.R., Waterway Struc.						\$0
Drainage	\$46,650					\$336,567
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction	\$121,224			\$433,270		\$1,970,711
Landscaping	\$11,013					\$33,813
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$42,879			\$30,772	\$143,321	\$1,414,518
Demolition						\$0
Pavement Markings (Paint)					\$14,206	\$198,352
Other Construction (Mob/Misc)				\$47,000	\$45,061	\$959,290
Other Construction (Traffic Control)						\$64,670
Other Construction (Hot-In-Place)						\$1,616,191
Other Construction (List)						\$0
Totals	\$632,736	\$0	\$0	\$1,490,825	\$1,085,837	\$20,777,660

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

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

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

	1	2	3	4	Awards Pending
- Subcontractor	AC Pvmi	Roy Enkson	Traffic Control Co	Rosewood	JJ Newell
- Type of Work	Cape Seal	Landscape	Signage	Landscaping	Concrete Sw
- Subcontract Price	\$174,595	\$17,880	\$500	\$57,400	\$477,960
- Amount Uncompleted	\$174,595	\$17,880		\$57,430	\$477,960
- Subcontractor	Evergreen	Pvmt Systems	Pending	Traffic Cont Co	HSH
- Type of Work	LJS	Striping	Electric	Traffic & Thermo	Electric
- Subcontract Price	\$19,008	\$2,625	\$32,562	\$89,892	\$18,174
- Amount Uncompleted	\$19,008	\$2,625	\$32,562	\$78,900	\$18,174
- Subcontractor	Traffic Cont Co		Rosewood	MEJ	Roy Enkson
- Type of Work	Traffic/Thermo		Landscape	Underground	Landscape
- Subcontract Price	\$50,262		\$16,793	\$330,470	\$31,690
- Amount Uncompleted	\$50,262		\$16,793	\$214,800	\$31,690
- Subcontractor					Evergreen
- Type of Work					LJS
- Subcontract Price					\$69,998
- Amount Uncompleted					\$69,998
- Subcontractor					Traffic Control Co
- Type of Work					Traffic/Thermo
- Subcontract Price					\$87,574
- Amount Uncompleted					\$87,574
- Subcontractor					Clean Cut
- Type of Work					Tree Rem
- Subcontract Price					\$6,500
- Amount Uncompleted					\$6,500
- Subcontractor					
- Type of Work					
- Subcontract Price					
- Amount Uncompleted					
- Subcontractor					
- Type of Work					
- Subcontract Price					
- Amount Uncompleted					
<b>Add</b>					
<b>Total Uncompleted</b>	<b>\$243,855</b>	<b>\$20,505</b>	<b>\$49,355</b>	<b>\$351,130</b>	<b>\$691,796</b>

**Notary**

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.

Officer or Director

Jeffrey L. Kolmodin

Title

Vice-President

Signature

Date

7/9/2024

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Zip Code

Thornton

IL

60441

Subscribed and sworn before me

this day of

(Signature of Notary Public)

My Commision expires

(Notary Seal)

☐ Add pages for additional contracts



# Illinois Department of Transportation

## Affidavit of Availability

For the Letting of 8/2/2024

Print Form

Reset Form



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

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

### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	Morton Salt - Chicago	62W04	Wind Creek Casino	Hemlock St Reconst	62V20	
Contract With	Viridian Enterprises	IDOT	Bowa Const	Park Forest	IDOT	
Estimated Completion Date	Sep-24	Aug-24	Dec-24	Sep-24	Nov-24	
Total Contract Price	\$1,547,200	\$522,692	\$2,669,525	\$815,640	\$1,216,839	
Uncompleted Dollar Value if Firm is the Prime Contractor		\$7,200		\$77,621	\$1,216,839	\$24,969,032
Uncompleted Dollar Value If Firm is the Subcontractor	\$1,547,200		\$2,493,405			\$6,667,894
Total Value of All Work						\$31,856,926

### 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.

Earthwork			\$150,008			\$579,750
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$1,547,200		\$501,606		\$363,433	\$16,235,166
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces			\$240,000		\$9,265	\$600,133
Highway, R.R., Waterway Struc.						\$0
Drainage						\$336,567
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$1,970,711
Landscaping						\$33,813
Fencing						\$0
Guardrail						\$0
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling					\$97,861	\$1,512,379
Demolition						\$0
Pavement Markings (Paint)						\$198,352
Other Construction (Mob/Misc)				\$8,700	\$75,000	\$1,042,999
Other Construction (Traffic Control)					\$339,310	\$403,980
Other Construction (Hot-In-Place)						\$1,616,191
Other Construction (List)						\$0
Totals	\$1,547,200	\$0	\$1,291,614	\$8,700	\$904,869	\$24,530,043

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

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

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

	1	2	3	4	Awards Pending
- Subcontractor		Traffic Cont Co	JJ Newell	Nal Creations	Meade
Type of Work		Thermo	Concrete	Landscape	Electric
Subcontract Price		\$90,400	\$1,033,605	\$63,060	\$156,560
Amount Uncompleted			\$917,486	\$63,060	\$156,560
- Subcontractor		Pending	Allstate	Precision	D2K
Type of Work		Det Loop	LJS	Thermo	Thermo
Subcontract Price		\$7,200	\$205,866	\$4,302	\$17,720
Amount Uncompleted		\$7,200	\$205,866	\$4,302	\$17,720
- Subcontractor		HighStar	Pvmt Systems	Noteco	D2K
Type of Work		Traffic Control	Striping	Traffic Control	Traffic
Subcontract Price		\$37,800	\$78,450	\$58,596	\$137,690
Amount Uncompleted			\$78,450	\$11,568	\$137,690
- Subcontractor				Ray Edwards	
Type of Work				Sewer	
Subcontract Price				\$240,135	
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor		Road Fabrics			
Type of Work		LJS			
Subcontract Price		\$73,660			
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Add					
Total Uncompleted	\$0	\$7,200	\$1,201,792	\$68,921	\$311,970

**Notary**

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.

Officer or Director

Jeffrey L. Kolmodin

Title

Vice-President

Signature

Date

7/9/2024

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Zip Code

Thornton

IL

60441

Subscribed and sworn before me

this day of

(Signature of Notary Public)

My Commission expires

(Notary Seal)

☐ Add pages for additional contracts



## Affidavit of Availability

For the Letting of 8/2/2024

Print Form

Reset Form



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

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

### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	62R69	62R43	24-00092-12-GM	62V11		
Contract With	IDOT	IDOT	WCDOH	ICC Group		
Estimated Completion Date	Oct-24	Oct-24	Aug-24	Aug-24		
Total Contract Price	\$1,015,841	\$871,931	\$1,055,153	\$308,076		
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,015,841	\$871,931	\$20,732			\$26,877,536
Uncompleted Dollar Value if Firm is the Subcontractor				\$308,076		\$7,195,970
Total Value of All Work						\$34,073,506

### 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.

Earthwork						\$579,750
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$461,520	\$440,185		\$308,076		\$17,444,949
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces	\$12,085					\$612,218
Highway, R.R., Waterway Struc.						\$0
Drainage	\$3,000					\$339,567
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction						\$1,970,711
Landscaping						\$33,813
Fencing						\$0
Guardrail	\$5,000					\$5,000
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$67,052	\$67,000				\$1,646,431
Demolition	\$53,458					\$53,458
Pavement Markings (Paint)						\$198,352
Other Construction (Mob/Misc)	\$69,216	\$72,695				\$1,184,910
Other Construction (Traffic Control)						\$403,980
Other Construction (Hot-In-Place)						\$1,616,191
Other Construction (List)						\$0
Totals	\$671,331	\$579,880	\$0	\$308,076	\$0	\$26,089,330

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

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

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

	1	2	3	4	Awards Pending
- Subcontractor	H&H Electric	United Enterprise	Traffic Control		
Type of Work	Electric	Conc & Swr	TRF & THP		
Subcontract Price	\$86,768	\$172,100	\$54,321		
Amount Uncompleted	\$86,768	\$172,100	\$5,432		
- Subcontractor	J&J Newell	Highway Safety	H&H Electric		
Type of Work	Concrete & Swr	Traffic	Det Loops		
Subcontract Price	\$29,335	\$39,650	\$15,300		
Amount Uncompleted	\$29,335	\$39,650	\$15,300		
- Subcontractor	Century Asphalt	Precision	Evergreen		
Type of Work	Aggregate	Thermo	LJS		
Subcontract Price	\$24,839	\$21,581	\$32,753		
Amount Uncompleted	\$24,839	\$21,581			
- Subcontractor	D&R Enviro	D&R Enviro			
Type of Work	CCDD Test	CCDD Test			
Subcontract Price	\$13,500	\$8,875			
Amount Uncompleted	\$13,500	\$8,875			
- Subcontractor	Tfrc Ctn Crsby	Petonica			
Type of Work	Tfrc & Thermo	Electric			
Subcontract Price	\$86,788	\$4,730			
Amount Uncompleted	\$86,788	\$4,730			
- Subcontractor	Everlast Bkip	Sincere Lindsep			
Type of Work	HMA Patching	Landscaping			
Subcontract Price	\$76,340	\$9,174			
Amount Uncompleted	\$76,340	\$9,174			
- Subcontractor	Sincere Lindsep	ProTack			
Type of Work	Landscaping	LJS			
Subcontract Price	\$7,418	\$27,151			
Amount Uncompleted	\$7,418	\$27,151			
- Subcontractor	Allstate	Jack CSI			
Type of Work	LJS	Swr Clean			
Subcontract Price	\$39,522	\$8,790			
Amount Uncompleted	\$39,522	\$8,790			
<b>Add</b>					
<b>Total Uncompleted</b>	<b>\$344,510</b>	<b>\$292,051</b>	<b>\$20,732</b>	<b>\$0</b>	<b>\$0</b>

**Notary**

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.

Officer or Director

Jeffrey L. Kolmodin

Title

Vice-President

Signature

Date

7/9/2024

Company

Gallagher Asphalt Corporation

Address

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City

Thornton

Zip Code

IL

60441

Subscribed and sworn before me

this day of

(Signature of Notary Public)

My Commision expires

(Notary Seal)

☐ Add pages for additional contracts



## Affidavit of Availability

For the Letting of 8/2/2024



[Print Form](#)

[Reset Form](#)

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
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### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	24-00000-00-GM	Merle Terrace Rd	24-00065-00-PV	25-00000-01-GM		
Contract With	Bradley	Hamann Wagner/Bradley	South Chicago Heights	Flossmoor		
Estimated Completion Date	Sep-24	Sep-24	Aug-24	Sep-24		
Total Contract Price	\$947,917	\$360,296	\$464,723	\$471,573		
Uncompleted Dollar Value if Firm is the Prime Contractor	\$947,917		\$18,683	\$471,573		\$28,315,709
Uncompleted Dollar Value if Firm is the Subcontractor		\$360,298				\$7,556,268
Total Value of All Work						\$35,871,977

### 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.

Earthwork				\$36,661		\$616,411
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$686,066	\$99,907		\$238,635		\$18,469,557
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces						\$612,218
Highway, R.R., Waterway Struc.						\$0
Drainage				\$15,800		\$355,367
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction		\$240,796		\$131,517		\$2,343,024
Landscaping						\$33,813
Fencing						\$0
Guardrail						\$5,000
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$152,381	\$19,595		\$41,275		\$1,859,682
Demolition						\$53,458
Pavement Markings (Paint)						\$198,352
Other Construction (Mob/Misc)						\$1,184,910
Other Construction (Traffic Control)						\$403,980
Other Construction (Hot-In-Place)						\$1,616,191
Other Construction (List)						\$0
Totals	\$838,447	\$360,298	\$0	\$463,888	\$0	\$27,751,963

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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.

	1	2	3	4	Awards Pending
- Subcontractor	Varsity		D&R Environmental	Rosewood	
Type of Work	Striping		CCDD	Landscape	
Subcontract Price	\$35,970		\$14,750	\$5,950	
Amount Uncompleted	\$35,970			\$5,950	
- Subcontractor	Evergreen		Rosewood	Permit Systems	
Type of Work	LJS		Landscape	Striping	
Subcontract Price	\$73,500		\$16,204	\$725	
Amount Uncompleted	\$73,500		\$16,204	\$725	
- Subcontractor			Traffic Control Co		
Type of Work			Traffic		
Subcontract Price			\$17,705		
Amount Uncompleted			\$2,479		
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Add</b>					
<b>Total Uncompleted</b>	<b>\$109,470</b>	<b>\$0</b>	<b>\$18,683</b>	<b>\$7,885</b>	<b>\$0</b>

**Notary**

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.

**Officer or Director**

Jeffrey L. Kolmodin

**Title**

Vice-President

**Signature**

**Date**

7/9/2024

**Company**

Gallagher Asphalt Corporation

**Address**

18100 South Indiana Avenue

**City**

Thornton

**Zip Code**

IL

60441

**Subscribed and sworn before me**

this                      day of

(Signature of Notary Public)

My Commision expires

(Notary Seal)

☐ Add pages for additional contracts



# Illinois Department of Transportation

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For the Letting of 8/2/2024

Print Form

Reset Form



Bureau of Construction  
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### Part I. Work Under Contract

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	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	24-00000-00-GM	BBCHS Curb & Sidewalk				
Contract With	Lemont	Bradley				
Estimated Completion Date	Sep-24	Aug-24				
Total Contract Price	\$1,106,813	\$174,761				
Uncompleted Dollar Value If Firm is the Prime Contractor	\$1,106,813	\$174,761				\$29,597,283
Uncompleted Dollar Value If Firm is the Subcontractor						\$7,556,268
Total Value of All Work						\$37,153,551

### 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.

Earthwork						\$616,411
Portland Cement Concrete Paving						\$0
HMA Plant Mix	\$499,560	\$8,160				\$18,977,283
HMA Paving						\$0
Clean & Seal Cracks/Joints						\$0
Aggregate Bases, Surfaces						\$612,218
Highway, R.R., Waterway Struc.						\$0
Drainage		\$2,400				\$357,767
Electrical						\$0
Cover and Seal Coats						\$0
Concrete Construction		\$154,001				\$2,497,025
Landscaping						\$33,813
Fencing						\$0
Guardrail						\$5,000
Painting						\$0
Signing						\$0
Cold Milling, Planning, Rotomilling	\$124,200					\$1,983,882
Demolition						\$53,458
Pavement Markings (Paint)						\$198,352
Other Construction (Mob/Misc)						\$1,184,910
Other Construction (Traffic Control)	\$25,852					\$429,832
Other Construction (Hot-In-Place)						\$1,616,191
Other Construction (List)						\$0
Totals	\$649,618	\$164,561	\$0	\$0	\$0	\$28,566,142

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

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

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

	1	2	3	4	Awards Pending
- Subcontractor	Traffic Cont Co	Ouslon			
Type of Work	Thermo	Electric			
Subcontract Price	\$10,084	\$10,200			
Amount Uncompleted	\$10,084	\$10,200			
- Subcontractor	Suburban				
Type of Work	Conc				
Subcontract Price	\$317,851				
Amount Uncompleted	\$317,851				
- Subcontractor	Galaxy				
Type of Work	Undergmd				
Subcontract Price	\$98,180				
Amount Uncompleted	\$98,180				
- Subcontractor	Rosewood				
Type of Work	Landscape				
Subcontract Price	\$31,070				
Amount Uncompleted	\$31,070				
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Add</b>					
<b>Total Uncompleted</b>	<b>\$457,195</b>	<b>\$10,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Notary**

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.

Officer or Director

Jeffrey L. Kolmodin

Title

Vice-President

Signature

Date

*[Signature]*

7/9/2024

Company

Gallagher Asphalt Corporation

Address

18100 South Indiana Avenue

City

Zip Code

Thornton

IL

60441

Subscribed and sworn before me

this 9<sup>th</sup> day of July, 2024

*Cristina M. Furtek*

(Signature of Notary Public)

My Commission expires 7/7/2025

**OFFICIAL SEAL**  
CRISTINA M FURTEK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 7/7/2025

(Notary Seal)

☐ Add pages for additional contracts

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**GALLIGHER** enue  
**ASPHALT** 999

Village of Thornton  
Attn: Clerk's Office  
115 East Main Street  
Thornton, IL 60145

July 31, 2024

10:00AM

2023 CDBG Street Resurfacing Project  
CDBG Project No. 2306-027  
REL Project No. 23-R0314.02  
**SEALED BID ENCLOSED**