AMENDMENT NO. 2

This Amendment modifies Contract No. 2311-12020, for 2022 Pavement Rehabilitation Program South Corridors Package 1 by and between the County of Cook, Illinois, herein referred to as "County" and Gallagher Asphalt / K-Five Construction Corp. JV, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on April 27, 2023, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide 2022 Pavement Rehabilitation Program South Corridors Package 1 (hereinafter referred to as the "Services") from May 11, 2023 through December 31, 2026, in an amount not to exceed $14,196,889.90; and

Whereas, Amendment No. 1 was approved by the County Board on October 24, 2024, to increase the Contract in the amount of $230,362.60 and the Total Contract Amount was revised to $14,427,252.50; and

Whereas, the Contract will expire December 31, 2026, and the agreed upon Services are complete; and

Whereas, a decrease of the Contract amount is required for final Services; and pursuant to Section 10 of the Contract, the County and Contractor desire to decrease the Contract in the amount of -$869,388.37.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is decreased by $-869,388.37 and the Total Contract Amount is revised to $13,557,864.13.

2. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.

3. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form (if applicable and updated), MBE/WBE Utilization Plan forms (if applicable and updated), certificate of insurance (if updated), and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.

4. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to authority of the Chief Procurement Officer the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

Signature page follows

County of Cook, Illinois

By: Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2026.08.21 15:04:41 -05'00'
Chief Procurement Officer

Date: _____

By: _____
State's Attorney (if applicable)

_____
Type or print name (if applicable)

Date: _____

Gallagher Asphalt / K-Five Construction Corp. JV

Signed

Jonathan Gallagher
Type or print name

Vice President
Title

Date: 5/20/2026

ATTACHMENT A

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: 2022 Pavement Rehabilitation Program
South Corridors Package 1
Section: 22-PRPS1-00-PV
Contract: 2311-12020
GC: Gallagher Asphalt / K-Five Construction Corp. JV

Date: 11/7/2025
Chief Engr:
RE: Rick Davila,
SE: John Sek, P.E.
OSE:

Number: 2 & Final

Contract Amount: $14,196,889.90

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
1	EARTH EXCAVATION [MBE]	CU.YD.	$65.00	75.00	41.70	$2,710.50	$8,560.50
2	TRENCH BACKFILL [MBE]	CU.YD.	$59.38	556.00	(427.10)	($25,361.20)	($25,361.20)
3	TOPSOIL FURNISH AND PLACE, 4"	SQ.YD.	$8.75	1,144.00	2,499.60	$21,871.50	$21,871.50
4	GRADING AND SHAPING DITCHES	FOOT	$40.95	1,300.00	(566.00)	($23,177.70)	$38,247.30
5	SEEDING, CLASS 2A	ACRE	$15,000.00	0.25	0.10	$1,500.00	$1,500.00
6	SEEDING, CLASS 7	ACRE	$15,000.00	0.25	(0.25)	($3,750.00)	($3,750.00)
7	NITROGEN FERTILIZER NUTRIENT	POUND	$5.00	51.00	(4.70)	($23.50)	($23.50)
8	PHOSPHORUS FERTILIZER NUTRIENT	POUND	$5.00	51.00	(4.70)	($23.50)	($23.50)
9	POTASSIUM FERTILIZER NUTRIENT	POUND	$5.00	51.00	(4.70)	($23.50)	($23.50)
10	EROSION CONTROL BLANKET	SQ.YD.	$5.00	267.00	1,380.80	$6,904.00	$6,904.00
11	SODDING, SALT TOLERANT	SQ.YD.	$25.00	3,485.00	(1,223.30)	($30,582.50)	($30,582.50)
12	SUPPLEMENTAL WATERING	UNIT	$100.00	1.00	(1.00)	($100.00)	($100.00)
13	PERIMETER EROSION BARRIER	FOOT	$3.25	1,240.00	(1,240.00)	($4,030.00)	($4,030.00)
14	INLET AND PIPE PROTECTION [MBE]	EACH	$511.87	20.00	(13.00)	($6,654.31)	($6,654.31)
15	INLET FILTERS [MBE]	EACH	$281.53	96.00	(27.00)	($7,601.31)	($7,601.31)
16	STONE RIPRAP, CLASS A3 [MBE]	SQ.YD.	$166.87	18.00	(2.40)	($400.49)	($400.49)
17	FILTER FABRIC [MBE]	SQ.YD.	$7.68	18.00	(2.40)	($18.43)	($18.43)
18	SUBBASE GRANULAR MATERIAL, TYPE B 6" [MBE]	SQ.YD.	$18.00	278.00	(278.00)	($5,004.00)	($5,004.00)
19	AGGREGATE BASE COURSE, TYPE B 4" [MBE]	SQ.YD.	$12.00	1,731.00	(615.10)	($7,381.20)	($7,381.20)
20	AGGREGATE BASE COURSE, TYPE B 8"	SQ.YD.	$55.00	124.00	(86.20)	($4,741.00)	($4,741.00)
21	AGGREGATE BASE COURSE, TYPE B 10"	SQ.YD.	$50.00	675.00	(649.50)	($32,475.00)	($32,475.00)
22	HOT-MIX ASPHALT BASE COURSE, 2 1/4"	SQ.YD.	$30.00	798.00	(798.00)	($23,940.00)	($23,940.00)
23	BITUMINOUS MATERIALS (TACK COAT)	POUND	$0.01	200,755.00	(58,556.60)	($585.57)	($585.57)
24	LONGITUDINAL JOINT SEALANT [MBE]	FOOT	$1.50	114,206.00	(53,335.90)	($80,003.85)	($80,003.85)
25	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	$850.00	70.00	12.10	$10,285.00	$112,285.00
26	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ.YD.	$0.01	10,684.00	(9,089.60)	($90.90)	($90.90)
27	PORTLAND CEMENT CONCRETE SURFACE REMOVAL - BUTT JOINT	SQ.YD.	$26.00	44.00	(22.00)	($572.00)	($572.00)
28	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50 [MBE/WBE - P]	TON	$150.00	52.00	(52.00)	($7,800.00)	($7,800.00)
29	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 [MBE/WBE - P]	TON	$107.00	21,537.00	(259.50)	($27,766.50)	($27,766.50)
30	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 [MBE/WBE - P]	TON	$109.00	2,411.00	82.50	$8,992.50	$8,992.50
31	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50 [MBE/WBE - P]	TON	$150.00	2,624.00	(141.90)	($21,285.00)	($21,285.00)
32	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 [MBE/WBE - P]	TON	$129.00	22,187.00	610.20	$78,715.80	$78,715.80
33	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70 [MBE/WBE - P]	TON	$130.00	1,891.00	55.40	$7,202.00	$7,202.00
34	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH [MBE]	SQ.YD.	$80.00	792.00	412.30	$32,984.00	$32,984.00
35	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH [MBE]	SQ.FT.	$13.00	1,754.00	(8.50)	($110.50)	$19,389.50
36	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH [MBE]	SQ.FT.	$15.00	6,693.00	(1,147.00)	($17,205.00)	($17,205.00)

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: 2022 Pavement Rehabilitation Program
South Corridors Package 1
Section: 22-PRPS1-00-PV
Contract: 2311-12020
GC: Gallagher Asphalt / K-Five Construction Corp. JV

Date: 11/7/2025
Chief Engr:
RE: Rick Davila,
SE: John Sek, P.E.
OSE:

Number: 2 & Final

Contract Amount: $14,196,889.90

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
37	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4" [MBE/WBE - P]	SQ.YD.	$5.75	2,075.00	(911.60)	($5,241.70)	($5,241.70)
38	HOT-MIX ASPHALT SURFACE REMOVAL, 3" [MBE/WBE - P]	SQ.YD.	$5.30	20,372.00		$0.00	$935.45
39	HOT-MIX ASPHALT SURFACE REMOVAL, 4" [MBE/WBE - P]	SQ.YD.	$5.60	18,066.00	(5,790.30)	($32,425.68)	$2,854.32
40	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/4" [MBE/WBE - P]	SQ.YD.	$6.50	115,749.00	5,626.20	$36,570.30	$83,370.30
41	HOT-MIX ASPHALT SURFACE REMOVAL, 5 1/4" [MBE/WBE - P]	SQ.YD.	$7.00	23,669.00	(9.40)	($65.80)	$2,734.20
42	HOT-MIX ASPHALT SURFACE REMOVAL, 6" [MBE/WBE - P]	SQ.YD.	$7.50	12,164.00		$0.00	($91,230.00)
43	DRIVEWAY PAVEMENT REMOVAL [MBE]	SQ.YD.	$22.60	1,640.00	1,019.90	$23,049.74	$23,049.74
44	COMBINATION CURB AND GUTTER REMOVAL [MBE]	FOOT	$10.00	483.00	(7.00)	($70.00)	$2,930.00
45	SIDEWALK REMOVAL [MBE]	SQ.FT.	$3.00	8,740.00	(248.10)	($744.30)	($744.30)
46	MEDIAN REMOVAL [MBE]	SQ.FT.	$5.00	228.00	(97.60)	($488.00)	$8,512.00
47	MEDIAN REMOVAL PARTIAL DEPTH	SQ.FT.	$1.10	24,624.00	(2,346.50)	($2,581.15)	($2,581.15)
48	CLASS B PATCHES, TYPE II, 10 INCH [MBE]	SQ.YD.	$180.00	704.00	122.70	$22,086.00	$436,086.00
49	CLASS B PATCHES, TYPE III, 10 INCH [MBE]	SQ.YD.	$170.00	2,012.00	(415.80)	($70,686.00)	($155,686.00)
50	CLASS B PATCHES, TYPE IV, 10 INCH [MBE]	SQ.YD.	$165.00	2,833.00	(777.00)	($128,205.00)	($210,705.00)
51	DOWEL BARS 1 1/2" [MBE]	EACH	$20.00	9,090.00	390.00	$7,800.00	$7,800.00
52	CLASS D PATCHES, TYPE II, 8 INCH [MBE]	SQ.YD.	$30.00	802.00		$0.00	$4,005.00
53	CLASS D PATCHES, TYPE III, 8 INCH [MBE]	SQ.YD.	$30.00	2,386.00		$0.00	($63,318.00)
54	CLASS D PATCHES, TYPE IV, 8 INCH [MBE]	SQ.YD.	$30.00	19,279.00		$0.00	($448,545.00)
55	CLASS D PATCHES, TYPE II, 9 INCH [MBE/WBE - P]	SQ.YD.	$35.00	77.00	(74.60)	($2,611.00)	($1,305.50)
56	CLASS D PATCHES, TYPE III, 9 INCH [MBE/WBE - P]	SQ.YD.	$35.00	343.00		$0.00	($10,535.00)
57	CLASS D PATCHES, TYPE IV, 9 INCH [MBE/WBE - P]	SQ.YD.	$35.00	261.00		$0.00	($9,135.00)
58	CLASS D PATCHES, TYPE II, 10 INCH [MBE/WBE - P]	SQ.YD.	$40.00	32.00		$0.00	($1,280.00)
59	CLASS D PATCHES, TYPE III, 10 INCH [MBE/WBE - P]	SQ.YD.	$40.00	414.00		$0.00	($16,560.00)
60	TIE BARS 3/4" [MBE]	EACH	$15.00	3,916.00	(2,421.00)	($36,315.00)	($36,315.00)
61	CRACK ROUTING (PAVEMENT)	FOOT	$1.34	500.00	(500.00)	($670.00)	($670.00)
62	JOINT OR CRACK ROUTING (PC CONCRETE PAVEMENT AND SHOULDER)	FOOT	$4.17	5,280.00	(5,280.00)	($22,017.60)	($22,017.60)
63	HOT-MIX ASPHALT SHOULDERS, 3 3/4" [MBE/WBE - P]	SQ.YD.	$70.00	18.00	(18.00)	($1,260.00)	($1,260.00)
64	PIPE CULVERT REMOVAL [MBE]	FOOT	$25.59	569.00	(85.20)	($2,180.27)	($2,180.27)
65	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15" [MBE]	EACH	$2,021.88	13.00	2.00	$4,043.76	$4,043.76
66	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18" [MBE]	EACH	$2,124.26	6.00	(1.00)	($2,124.26)	($2,124.26)
67	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24" [MBE]	EACH	$2,636.13	5.00		$0.00	$7,908.39
68	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 27" [MBE]	EACH	$2,840.88	2.00	(1.00)	($2,840.88)	($2,840.88)
69	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36" [MBE]	EACH	$3,864.62	1.00		$0.00	$0.00

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: 2022 Pavement Rehabilitation Program
South Corridors Package 1
Section: 22-PRPS1-00-PV
Contract: 2311-12020
GC: Gallagher Asphalt / K-Five Construction Corp. JV

Date: 11/7/2025
Chief Engr:
RE: Rick Davila,
SE: John Sek, P.E.
OSE:

Number: 2 & Final

Contract Amount: $14,196,889.90

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
70	CONCRETE COLLAR [MBE]	CU.YD.	$9,008.90	2.00	1.00	$9,008.90	$9,008.90
71	PIPE CULVERTS, CLASS A, TYPE 2 15" [MBE]	FOOT	$179.15	220.00	(1.00)	($179.15)	($179.15)
72	PIPE CULVERTS, CLASS A, TYPE 2 18" [MBE]	FOOT	$199.63	183.00	(132.30)	($26,411.05)	($26,411.05)
73	PIPE CULVERTS, CLASS A, TYPE 2 24" [MBE]	FOOT	$233.41	120.00		$0.00	$9,686.52
74	PIPE CULVERTS, CLASS A, TYPE 2 27" [MBE]	FOOT	$281.53	24.00	(24.00)	($6,756.72)	($6,756.72)
75	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 [MBE]	FOOT	$55.00	716.00		$0.00	$6,413.00
76	CONCRETE MEDIAN, TYPE SB-6.12 [MBE]	SQ.FT.	$40.00	1,478.00		$0.00	$8,916.00
77	PIPE CULVERTS TO BE CLEANED 12" [WBE]	FOOT	$6.84	1,476.00	640.00	$4,377.60	$4,377.60
78	PIPE CULVERTS TO BE CLEANED 15" [WBE]	FOOT	$6.84	3,338.00	(216.00)	($1,477.44)	($1,477.44)
79	PIPE CULVERTS TO BE CLEANED 18" [WBE]	FOOT	$7.53	4,614.00	(1,033.00)	($7,778.49)	($7,778.49)
80	PIPE CULVERTS TO BE CLEANED 21" [WBE]	FOOT	$9.58	230.00	(230.00)	($2,203.40)	($2,203.40)
81	PIPE CULVERTS TO BE CLEANED 24" [WBE]	FOOT	$9.58	2,516.00	(223.00)	($2,136.34)	($2,136.34)
82	PIPE CULVERTS TO BE CLEANED 27" [WBE]	FOOT	$13.68	40.00	56.00	$766.08	$766.08
83	PIPE CULVERTS TO BE CLEANED 36" [WBE]	FOOT	$13.68	59.00	(59.00)	($807.12)	($807.12)
84	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	$107.39	100.00	(25.00)	($2,684.75)	($2,684.75)
85	GUARDRAIL REMOVAL	FOOT	$15.04	100.00	(25.00)	($376.00)	($376.00)
86	NON-SPECIAL WASTE DISPOSAL [MBE]	CU.YD.	$90.09	693.00	(245.20)	($22,090.07)	($22,090.07)
87	SOIL DISPOSAL ANALYSIS	EACH	$1,313.02	21.00	(14.00)	($18,382.28)	($18,382.28)
88	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L.SUM	$3,030.04	1.00		$0.00	$0.00
89	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L.SUM	$2,020.02	1.00		$0.00	$0.00
90	ENGINEERED BARRIER	SQ.YD.	$20.00	175.00	(175.00)	($3,500.00)	($3,500.00)
91	REGULATED SUBSTANCES MONITORING	CAL.DAY	$848.41	21.00	(7.00)	($5,938.87)	($5,938.87)
92	MOBILIZATION	L.SUM	$850,000.00	1.00		$0.00	$0.00
93	TRAFFIC CONTROL SURVEILLANCE [WBE]	CAL.DAY	$1.00	660.00	(660.00)	($660.00)	($660.00)
94	CHANGEABLE MESSAGE SIGN [WBE]	CAL.DAY	$25.00	660.00	404.00	$10,100.00	$30,100.00
95	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS [WBE]	SQ.FT.	$5.00	608.00	359.60	$1,798.00	$1,798.00
96	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" [WBE]	FOOT	$0.72	203,483.00	(876.50)	($631.08)	($631.08)
97	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" [WBE]	FOOT	$1.25	3,023.00	(139.00)	($173.75)	($173.75)
98	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" [WBE]	FOOT	$2.50	4,434.00	(978.70)	($2,446.75)	($2,446.75)
99	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" [WBE]	FOOT	$6.00	722.00	75.00	$450.00	$450.00
100	GUARDRAIL REFLECTORS, TYPE A	EACH	$15.04	32.00	(24.00)	($360.96)	($360.96)
101	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	$0.01	1,863.00	(1,108.00)	($11.08)	($11.08)
102	DRILL EXISTING HANDHOLE [WBE]	EACH	$752.93	7.00		$0.00	$0.00
103	REMOVE ELECTRIC CABLE FROM CONDUIT [WBE]	FOOT	$2.53	3,569.00	(1,512.00)	($3,825.36)	($3,825.36)
104	RAILROAD PROTECTIVE LIABILITY INSURANCE	L.SUM	$28,000.00	1.00		$0.00	$0.00

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

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Section: 22-PRPS1-00-PV
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RE: Rick Davila,
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OSE:

Number: 2 & Final

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105	CONTRACT EXTRA WORK	UNIT	$1.00	150,000.00	(150,000.00)	($150,000.00)	($150,000.00)
106	CONSTRUCTION LAYOUT (SPECIAL) [WBE]	L.SUM	$75,000.00	1.00		$0.00	$0.00
107	ENGINEER'S FIELD OFFICE TYPE A	CAL.MO.	$4,500.00	8.00	7.00	$31,500.00	$31,500.00
108	PORTLAND CEMENT CONCRETE SURFACE REMOVAL, VARIABLE DEPTH	SQ.YD.	$5.60	1,618.00	(1,618.00)	($9,060.80)	($9,060.80)
109	PCC PAVEMENT REMOVAL (MILLING)	SQ.YD.	$10.00	1,130.00	1,571.50	$15,715.00	$15,715.00
110	AGGREGATE FOR TEMPORARY ACCESS	L.SUM	$185,000.00	1.00	(1.00)	($185,000.00)	($185,000.00)
111	RAILROAD FLAGGERS	L.SUM	$32,000.00	1.00	(1.00)	($32,000.00)	($32,000.00)
112	CUTTING PAVEMENT SURFACE	FOOT	$7.00	500.00	(500.00)	($3,500.00)	($3,500.00)
113	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) [MBE]	EACH	$1,151.71	45.00	(20.00)	($23,034.20)	($23,034.20)
114	FLARED END SECTIONS TO BE REMOVED 15" [MBE]	EACH	$225.22	12.00	(1.00)	($225.22)	($225.22)
115	FLARED END SECTIONS TO BE REMOVED 18" [MBE]	EACH	$225.22	6.00	(3.00)	($675.66)	($675.66)
116	FLARED END SECTIONS TO BE REMOVED 24" [MBE]	EACH	$225.22	5.00	(1.00)	($225.22)	($225.22)
117	FLARED END SECTIONS TO BE REMOVED 27" [MBE]	EACH	$266.17	2.00	(1.00)	($266.17)	($266.17)
118	FLARED END SECTIONS TO BE REMOVED 36" [MBE]	EACH	$266.17	1.00		$0.00	$0.00
119	TRAFFIC PROTECTION [WBE]	L.SUM	$976,000.00	1.00		$0.00	$0.00
120	RECESSED REFLECTIVE PAVEMENT MARKER (HMA) [WBE]	EACH	$33.50	1,863.00	(109.00)	($3,651.50)	($3,651.50)
121	PEDESTRIAN SIGNAL POST, 10 FT [WBE]	EACH	$1,723.14	6.00		$0.00	$0.00
122	PEDESTRIAN SIGNAL HEAD, LED, 1-FACE, BRACKET MOUNTED WITH COUNTDOWN TIMER [WBE]	EACH	$1,046.01	12.00	(4.00)	($4,184.04)	($4,184.04)
123	FULL-ACTUATED CONTROLLER AND TYPE SUPER R CABINET [WBE]	EACH	$26,766.76	4.00		$0.00	$0.00
124	INDUCTIVE LOOP DETECTOR [WBE]	EACH	$382.02	84.00	(49.00)	($18,718.98)	($18,718.98)
125	DETECTOR LOOP, TYPE I [WBE]	FOOT	$48.01	2,284.00	(494.90)	($23,760.15)	($23,760.15)
126	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA. [WBE]	FOOT	$65.69	78.00	4.70	$308.74	$308.74
127	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C [WBE]	FOOT	$3.03	1,136.00	(193.30)	($585.70)	($585.70)
128	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C [WBE]	FOOT	$3.13	1,013.00	(14.30)	($44.76)	($44.76)
129	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR [WBE]	FOOT	$3.23	4,435.00	(2,378.00)	($7,680.94)	($7,680.94)
130	ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C [WBE]	FOOT	$8.09	714.00	(281.80)	($2,279.76)	($2,279.76)
131	REBUILD EXISTING HEAVY-DUTY HANDHOLE [WBE]	EACH	$2,445.74	5.00		$0.00	$0.00
132	CONCRETE FOUNDATION, TYPE A 12-INCH DIAMETER [WBE]	FOOT	$394.15	24.00		$0.00	$0.00
133	MODIFY EXISTING TYPE "D" FOUNDATION [WBE]	EACH	$8,716.76	4.00	(1.00)	($8,716.76)	($8,716.76)
134	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT [WBE]	EACH	$7,908.25	4.00		$0.00	$0.00
135	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION [WBE]	EACH	$24,513.03	10.00	1.00	$24,513.03	$24,513.03

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: 2022 Pavement Rehabilitation Program
South Corridors Package 1
Section: 22-PRPS1-00-PV
Contract: 2311-12020
GC: Gallagher Asphalt / K-Five Construction Corp. JV

Date: 11/7/2025
Chief Engr:
RE: Rick Davila,
SE: John Sek, P.E.
OSE:

Number: 2 & Final

Contract Amount: $14,196,889.90

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
136	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNIT [WBE]	EACH	$1,379.52	3.00		$0.00	$0.00
137	TEMPORARY TRAFFIC SIGNAL TIMING [WBE]	EACH	$1,334.04	4.00		$0.00	$0.00
138	UNINTERRUPTABLE POWER SUPPLY,SPECIAL [WBE]	EACH	$4,719.68	4.00		$0.00	$0.00
139	ACCESSIBLE PEDESTRIAN SIGNALS [WBE]	EACH	$1,561.44	12.00	(4.00)	($6,245.76)	($6,245.76)
140	DETECTABLE WARNINGS (SPECIAL) [MBE]	SQ.FT.	$70.00	678.00	(3.80)	($266.00)	($266.00)
141	REMOVE AND RESET PIPE CULVERT 15" [MBE]	FOOT	$204.75	12.00	(12.00)	($2,457.00)	($2,457.00)
142	REMOVE AND RESET PIPE CULVERT 18" [MBE]	FOOT	$220.10	96.00	(96.00)	($21,129.60)	($21,129.60)
143	REMOVE AND RESET PIPE CULVERT 24" [MBE]	FOOT	$259.01	12.00	(12.00)	($3,108.12)	($3,108.12)
144	REMOVE AND RESET PIPE CULVERT 27" [MBE]	FOOT	$302.00	24.00	(24.00)	($7,248.00)	($7,248.00)
145	REMOVE AND RESET PRECAST REINFORCED CONCRETE FLARED END SECTION 15" [MBE]	EACH	$2,247.11	7.00	(7.00)	($15,729.77)	($15,729.77)
146	REMOVE AND RESET PRECAST REINFORCED CONCRETE FLARED END SECTION 18" [MBE]	EACH	$2,349.48	2.00	(2.00)	($4,698.96)	($4,698.96)
147	REMOVE AND RESET PRECAST REINFORCED CONCRETE FLARED END SECTION 24" [MBE]	EACH	$2,861.35	2.00	(2.00)	($5,722.70)	($5,722.70)
148	REMOVE AND RESET PRECAST REINFORCED CONCRETE FLARED END SECTION 27" [MBE]	EACH	$3,107.05	2.00	(2.00)	($6,214.10)	($6,214.10)
149	GRATING FOR CONCRETE FLARED END SECTION 15" [MBE]	EACH	$588.65	7.00	2.00	$1,177.30	$3,531.90
150	GRATING FOR CONCRETE FLARED END SECTION 18" [MBE]	EACH	$793.40	9.00	(4.00)	($3,173.60)	($3,173.60)
151	GRATING FOR CONCRETE FLARED END SECTION 24" [MBE]	EACH	$998.15	5.00	1.00	$998.15	$998.15
152	GRATING FOR CONCRETE FLARED END SECTION 27" [MBE]	EACH	$1,279.67	1.00		$0.00	$0.00
153	GRATING FOR CONCRETE FLARED END SECTION 36" [MBE]	EACH	$1,612.39	1.00		$0.00	$0.00
154	CLEARING AND GRUBBING	SQ.YD.	$54.00	60.00	(60.00)	($3,240.00)	($3,240.00)
155	EXPLORATION TRENCH, SPECIAL [MBE]	FOOT	$127.97	350.00	(330.00)	($42,230.10)	($42,230.10)
156	CURB REMOVAL AND REPLACEMENT	FOOT	$80.00	140.00	(140.00)	($11,200.00)	($11,200.00)
157	CURB REMOVAL AND REPLACEMENT LESS THAN OR EQUAL TO 10 FEET [MBE]	FOOT	$80.00	70.00	(70.00)	($5,600.00)	($5,600.00)
158	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT LESS THAN OR EQUAL TO 10 FEET [MBE]	FOOT	$80.00	140.00	(140.00)	($11,200.00)	($11,200.00)
159	STORM SEWERS TO BE CLEANED 12" [WBE]	FOOT	$5.47	70.00	(70.00)	($382.90)	($382.90)
160	STORM SEWERS TO BE CLEANED 15" [WBE]	FOOT	$5.47	70.00	(70.00)	($382.90)	($382.90)
161	STORM SEWERS TO BE CLEANED 18" [WBE]	FOOT	$6.84	70.00	(70.00)	($478.80)	($478.80)
162	STORM SEWERS TO BE CLEANED 21" [WBE]	FOOT	$8.21	70.00	(70.00)	($574.70)	($574.70)

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: 2022 Pavement Rehabilitation Program
South Corridors Package 1
Section: 22-PRPS1-00-PV
Contract: 2311-12020
GC: Gallagher Asphalt / K-Five Construction Corp. JV

Date: 11/7/2025
Chief Engr:
RE: Rick Davila,
SE: John Sek, P.E.
OSE:

Number: 2 & Final

Contract Amount: $14,196,889.90

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
163	STORM SEWERS TO BE CLEANED 24" [WBE]	FOOT	$8.21	70.00	(70.00)	($574.70)	($574.70)
164	PAINT PAVEMENT MARKING - RAISED MEDIAN [WBE]	SQ.FT.	$1.50	422.00	(269.70)	($404.55)	($404.55)
165	DRAINAGE STRUCTURES TO BE CLEANED [WBE]	EACH	$547.34	35.00	1.00	$547.34	$547.34
166	TEMPORARY INFORMATION SIGNING [WBE]	SQ.FT.	$13.00	350.00	(350.00)	($4,550.00)	($4,550.00)
*167	EMERGENCY CLASS D PATCH ON GERMAN CHURCH RD STA 58+62	L.SUM	$22,451.95			$0.00	$22,451.95
*168	WELDED WIRE MESH	SQ.YD.	$30.16		(1,447.30)	($43,650.57)	$87,394.63
*169	SURVEY MONUMENT	EACH	$966.05		(7.00)	($6,762.35)	$3,864.20
*170	CLASS B PATCHING MATERIAL CHANGE WITHIN RAILROAD LIMITS FOR PP1 MIX	CU.YD.	$35.21		(20.00)	($704.20)	$11,619.30
*171	LONGITUDINAL JOINT REPAIR	SQ.YD.	$362.73		162.70	$59,016.17	$159,855.11
*172	EMERGENCY CL D PATCH S10 FLOSSMOOR	L.SUM	$3,023.82		1.00	$3,023.82	$3,023.82
*173	S15 GUARDRAIL MODIFICATIONS	L.SUM	$2,612.49		1.00	$2,612.49	$2,612.49
*174	SHOULDER DETERIORATION REPAIR S16	L.SUM	$8,046.26		1.00	$8,046.26	$8,046.26
*175	REBUILD DOUBLE HANDHOLE AT S15 SW CORNER OF GLENWOOD LANSING RD. AND STONY ISLAND AVENUE	L.SUM	$12,135.29		1.00	$12,135.29	$12,135.29
*176	SAW CUT FOR CLASS D PATCH AND UNDERCUT GERMAN CHURCH ROAD STA:29+75	L.SUM	$37,325.52		1.00	$37,325.52	$37,325.52
*177	PCC DRIVEWAY PAVEMENT MATERIAL CHANGE	CU.YD.	$47.34		226.50	$10,722.51	$10,722.51
*178	RELOCATE SIGN PANEL ASSEMBLY, TYPE A	EACH	$350.00		1.00	$350.00	$350.00
*179	DELINEATOR REINSTALLATION	EACH	$30.00		39.00	$1,170.00	$1,170.00
*180	S15 GLENWOOD LANSING RD. 1913 APRON TAPER REPAIR	L.SUM	$4,712.81		1.00	$4,712.81	$4,712.81
*181	RAILROAD FLAGGER EXTENDED SERVICES	L.SUM	$57,125.00		1.00	$57,125.00	$57,125.00

AMOUNT:	**($869,388.37)**	**($639,025.77)**
ADJUSTED CONTRACT AMOUNT:		**$13,557,864.13**
% CHANGE:		**-4.5%**

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
BUREAU OF CONSTRUCTION

Project:	2022 Pavement Rehabilitation Program South Corridors Package 1	**Date:**	11/7/2025
Section:	22-PRPS1-00-PV	**Chief Engr:**	
Contract:	2311-12020	**RE:**	Rick Davila,
GC:	Gallagher Asphalt / K-Five Construction Corp. JV	**SE:**	John Sek, P.E.
		OSE:	

Number: 2 & Final

Contract Amount: $14,196,889.90

To: Chief Procurement Officer
Please be advised of a proposed contract change order on the above captioned project, as follows:

LINE ITEM CHANGES

ITEMS #2, #4, #11, #14, #15, #18, #19, #21, #72, #74, & #79, #113, #124, #125, #129, #133, #139, #155, & #169 :
Less quantity of **TRENCH BACKFILL, GRADING AND SHAPING DITCHES, SODDING, SALT TOLERANT, INLET FILTER PROTECTION ITEMS, SUBBASE / AGGREGATE BASE COURSE MATERIAL, and AGGREGATE BASE COURSE, TYPE B 10", PIPE CULVERTS, CLASS A, TYPE 2, 18", PIPE CULVERTS, CLASS A, TYPE 2, 27", PIPE CULVERTS TO BE CLEANED 18", FRAMES AND LIDS TO BE ADJUSTED , INDUCTIVE LOOP DETECTOR, ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR, DETECTOR LOOP, TYPE I , MODIFY EXISTING TYPE "D" FOUNDATION, ACCESSIBLE PEDESTRIAN SIGNALS, EXPLORATION TRENCH, SPECIAL, and SURVEY MONUMENT** were required due to field conditions to properly construct this project.

ITEMS: #3 & #10:
Additional quantities for **TOPSOIL FURNISH AND PLACE, 4" and EROSION CONTROL BLANKET** was required due to field conditions to properly construct the project. Seeding and sodding items were used as needed resulting in a greater restoration area than anticipated to properly restore this project.

ITEMS #22, #24, #25, #28, #29, #30, #31, #32, #33,#37, #39, & #40:
Changes in quantity for **HOT-MIX ASPHALT ITEMS** are based on field conditions and final measurements and reflect quantities required to properly construct the project. Field conditions.

ITEMS #34 & #43:
Additional quantity for **PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8IN and DRIVEWAY PAVEMENT REMOVAL** were required due to field conditions to properly repair driveways throughout the project. The existing conditions of driveways had deteriorated leaving insufficient locations to create a proper joint.

ITEMS #36, #48, #49, #50, #51, #60, #62, #70, #109, #168, & #171:
Changes in quantity for **PAVEMENT PATCHING ITEMS** are based on field conditions and final measurements and reflect quantities required to properly construct the project. Field conditions.

ITEMS #86, #87, #91:
Less quantity of **NON-SPECIAL WASTE DISPOSAL, SOIL DISPOSAL ANALYSIS**, and **REGULATED SUBSTANCES MONITORING** were required to properly dispose of spoils from the project. Bid quantities for these items are based on risk managing this type of disposal and field testing by the contractor determined that less spoils than originally anticipated were required to be disposed of as non-special waste. Field condition/unforeseen field condition.

ITEMS #94, #107 & #135:
Additional quantity of **CHANGEABLE MESSAGE SIGN, ENGINEER'S FIELD OFFICE TYPE A, MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION** were required due to project delays. These delays included a required redesign at several locations and railroad permitting and the permit requirements.

Project:	2022 Pavement Rehabilitation Program South Corridors Package 1	**Date:**	11/7/2025
		Chief Engr:	
Section:	22-PRPS1-00-PV	**RE:**	Rick Davila,
Contract:	2311-12020	**SE:**	John Sek, P.E.
GC:	Gallagher Asphalt / K-Five Construction Corp. JV	**OSE:**	

Number: 2 & Final

Contract Amount: $14,196,889.90

ITEM #105:
Since additional work is paid for under the particular items of work performed the **CONTRACT EXTRA WORK ITEMS** is eliminated in its entirety.

ITEMS #108, #110, #142, #144, #145, #147, #148, #156, #157, & #158:
Quantities for **PORTLAND CEMENT CONCRETE SURFACE REMOVAL, VARIABLE DEPTH**, **AGGREGATE FOR TEMPORARY ACCESS, REMOVE AND RESET PIPE CULVERT 18", REMOVE AND RESET PIPE CULVERT 27", REMOVE AND RESET PRECAST REINFORCED CONCRETE FLARED END SECTION 15", 24, 27", CURB REMOVAL AND REPLACEMENT ITEMS** were available in the contract documents but not required to construct the project.

ITEMS #111 and NEW ITEM #*181:
The contract included provisions for **RAILROAD FLAGGERS**, which was used more than originally anticipated. Since the contract bid item is a lump sum and additional costs above were required, the original bid item is eliminated and a new item **RAILROAD FLAGGERS EXTENDED SERVICES** was added to the contract to compensate the contractor. Construction Field Order #17.

Other Items:

The quantities of various other items were adjusted to reflect the actual quantities required and completed in the field.

NEW ITEMS

ITEM#*172 and #176:
EMERGENCY CL D PATCH S10 FLOSSMOOR and SAWCUT FOR CL D PATCH was required after the surface course was removed it was determined that the conditions of the HMA base and sub-base were in a pour state which was insufficient to build on. Therefore, the contractor was directed to remove the deteriorated area and complete the patches. Field conditions.

ITEM#*173:
GUARDRAIL POST MODIFICATIONS S15 was required due to the steepness of the slope and lack of embankment behind the new guardrails and required to meet the specification. Due to the field conditions encountered, 5 posts had to be upgraded. Field conditions. This work was directed through field order #9.

ITEM #*174:
SHOULDER DETERIORATION REPAIR S16 was required to repair the deteriorating conditions of the shoulders at Cottage Grove Ave prior to placement of the HMA poly binder. Field conditions. This work was directed through field order #12.

ITEM #*175:
REBUILD EXISTING HEAVY DUTY DOUBLE HANDHOLE, was required as a handhole was damaged and in need of repair. Field conditions. This work was directed through field order #7.

ITEM #*177:
PCC DRIVEWAY PAVEMENT MATERIAL CHANGE was required to use a quick curing concrete mix for commercial driveways resulting in a much shorter closure duration for the driveways. Field conditions. This work was directed through field order #13.

CONTRACT CHANGE ORDER

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
BUREAU OF CONSTRUCTION

Project: 2022 Pavement Rehabilitation Program South Corridors Package 1
Section: 22-PRPS1-00-PV
Contract: 2311-12020
GC: Gallagher Asphalt / K-Five Construction Corp. JV

Date: 11/7/2025
Chief Engr:
RE: Rick Davila,
SE: John Sek, P.E.
OSE:

Number: 2 & Final

Contract Amount: $14,196,889.90

ITEM #*178:
RELOCATE SIGN PANEL ASSEMBLY, TYPE A, was required due to an obstruction causing the location of a bicycle crossing to be relocated. It was then required to relocate the existing sign to a new location for the bike crossing. Field condition. This work was directed through field order #15.

ITEM #*179
DELINEATOR REINSTALLATION was required to remove, store, and reinstall delineators in the median adjacent to a railroad crossing that was determined in the field to need replacement. Field conditions. This work was directed through field order #5.

ITEM #*180
DRIVEWAY APRON REPAIR 1913 GLENWOOD LANSING RD was required as the new pavement caused an excessive slope on the driveway putting it out of code. Field conditions. This work was directed through field order #16.

Note:
The undersigned has determined that the circumstances that necessitate this change are germane to the original contract, were not reasonably foreseeable at the time the contract was signed and is in the best interest of the local agency.

Amount of this change order:	DECREASE	($869,388.37)
Total amount of change orders to date:	DECREASE	($639,025.77)

11/10/2025
Chief Engineer of Construction — Date

Jennifer "Sis" Killen
02/11/2026
Jennifer "Sis" Killen, P.E., PTOE, Superintendent — Date

Robert J Stuart
7/7/2026
Robert J. Stuart, Deputy Chief Procurement Officer – Design & Construction — Date

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2026.07.07 15:30:39 -05'00'
Raffi Sarrafian, Chief Procurement Officer — Date

2022 Pavement Rehabilitation Program
South Corridors Package 1
Section: 22-PRPS1-00-PV
Contract No. 2311-12020

Contract Amount		$14,196,889.90
AMENDMENT No. 1:		+$230,362.60
Change Order #1	+$230,362.60	
AMENDMENT No. 2 Final:		-$869,388.37
Change Order #2	-$869,388.37	
Adjusted Contract Total		**$13,557,864.13**

ATTACHMENT B

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

Memorandum

Date: June 9, 2026

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 2311-12020 Amendment 2
Pavement Rehabilitation Program South Corridors Package 1
Department of Transportation and Highways
BID – Construction
Contract Goal: 24% MBE 10% WBE
Contractor: Gallagher Asphalt/K-Five Construction Corp JV
Original Contract Value: $14,196,889.90
Original Contract Term: May 11, 2023 – December 31, 2026
Increased Contract Value: $230,362.60 with no change to the contract term (Amendment 1)
Revised Contract Value: $14,427,252.50
Decreased Contract Value: -$869,388.37 with no change to the contract term (Amendment 2)
Revised Contract Value: $13,557,864.13

Dear Mr. Sarrafian:

The proposal for the above-referenced contract amendment has been reviewed for compliance with the Minority- and Women-owned Business Enterprises (MBE/WBE/DBE) Ordinance and has been found to be responsive to the ordinance. This is a task order-based contract.

MWBE Utilization Amendment 1 (Based on Revised Contract Value $13,557,864.13)

MWBE Firm	Status	Certifying Agency	Commitment (Direct)
Acura, Inc.	MBE-HA-M	City of Chicago	14.80% $2,132,379.77
Sanchez Paving Company	MBE-HA-M	City of Chicago	2.20% $ 316,963.40
Argo Construction, LLC	MBE-HA-M	City of Chicago	4.49% $ 648,169.00
Allstate Concrete Cutting	MBE-AAPI-M	City of Chicago	2.53% $ 365,459.20
Efficient Trucking, Inc.	MBE-HA-M	City of Chicago	0.41% $ 59,721.50

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Truck King Hauling Contractors	MBE-HA-M	City of Chicago	1.17% $ 168,799.75
Sonican Trucking, Inc.	MBE-HA-M	City of Chicago	0.70% $ 101,462.93
Walls Trucking, Inc.	MBE-HA-M	City of Chicago	0.70% $ 101,462.93
City Lights	WBE-HA-F	City of Chicago	4.80% $ 690,896.80
Maintenance Coating Company	WBE-C-F	City of Chicago	3.92% $ 564,997.01
Five Star Hauling, Inc.	WBE-HA-F	City of Chicago	0.002% $ 301.45
Environmental Design Inter	WBE-AA-F	City of Chicago	0.47% $ 68,086.55
JACK Contractor Services, Inc.	WBE-C-F	City of Chicago	0.59% $ 85,409.00
Veterans Transportation	MBE-HA-M	Cook County	0.006% $ 928.34
Franco Hauling	WBE-HA-F	Cook County	0.008% $ 1,205.55
		Total M/WBE	**36.78%**

Amendment 2 decreases the contract value by -$869,388.37 from $14,427,252.50 to a revised contract value of $13,557,864.13 with no change to the contract term or utilization plan.

Original MBE/WBE forms were used in the determination of the responsiveness of this contract amendment.

JC/mm

CC: Kimberlei Aaron, (OCPO)
Nathan Roseberry, (DOTH)

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.cookcountyil.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: Acura Inc.

Address: 556 County Line Road, Suite B Bensenville, IL 60106

E-mail: nico@acurainc.com

Contact Person: Nico DiGioia Phone: 630-766-9979 Ext. 1001

Dollar Amount Participation: $1,948,158.29

Percent Amount of Participation: 14.4 %

*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: Acura Inc.

Certifying Agency: City of Chicago

Contact Person: Nico DiGioia

Certification Expiration Date:

Address: 556 County Line Road, Suite B

Ethnicity: Hispanic

City/State: Bensenville, IL Zip: 60106

Bid/Proposal/Contract #: 2311-12020

Phone: 630-766-9979 Fax: (630)766-6826

FEIN #: 36-3916301

Email: nico@acurainc.com

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)*

NAICS Code 237310 - Highway, Street Construction

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

$1,948,158.29, 14.4%, Progress Payments as work is performed.

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*)

Domenico DiGioia

Print Name

Acura, Inc.

Firm Name

Date

Subscribed and sworn before me

this ____ day of_____, 20____.

Notary Public _____

SEAL

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher

Print Name

Gallagher Asphalt Corporation

Firm Name

5/20/2026

Date

Subscribed and sworn before me

this 20th day of May, 2026.

Notary Public Kristin Mann

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

SEAL

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.cookcountyil.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: Allstate Concrete Cutting & Demolition Inc.

Address: 514 Rollins Rd, Ingleside, IL, 60041

E-mail: mseay@allstateconcretecutting.com

Contact Person: Mike Seay Phone: (847)973-9752

Dollar Amount Participation: $ 202,400.06

Percent Amount of Participation: 1.5 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X 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: Allstate Concrete Cutting Inc.

Certifying Agency: City of Chicago

Contact Person: Mike Seay

Certification Expiration Date:

Address: 514 Rollins Road

Ethnicity: Pacific Islander

City/State: Ingleside, IL Zip: 60041

Bid/Proposal/Contract #: 2311-12020

Phone: (847)973-9752 Fax:

FEIN #: 26-4628853

Email: mseay@allstateconcretecutting.com

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)*

Longitudinal Joint Sealant, Saw Cutting, Flagging

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

$202,400.06, 1.5%

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.

Mike Seay

Digitally signed by Mike Seay
DN: cn=Mike Seay, o=Allstate Concrete Cutting Inc, ou, email=mseay@allstc.com, c=US
Date: 2026.05.20 11:53:24 -05'00'

Signature (*M/WBE*)

Michael Seay

Print Name

AllState Concrete Cutting & Demolition Inc.

Firm Name

05/20/26

Date

Subscribed and sworn before me

this 20 day of May, 20 26.

Notary Public

OFFICIAL SEAL
ARJANTINA MANDO
Notary Public, State of Illinois
Commission No. 917710
My Commission Expires
September 30, 2028

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher

Print Name

Gallagher Asphalt Corporation

Firm Name

5/20/2026

Date

Subscribed and sworn before me

this 20th day of May, 20 26.

Notary Public

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

SEAL

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUN 10 2022

Michael Seay
Allstate Concrete Cutting, Inc.
514 Rollins Rd.
Ingleside, IL 60041

Dear Mr. Seay:

We are pleased to inform you that **Allstate Concrete Cutting, Inc.**, has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and as a **Business Enterprise Owned and/or Operated by Persons with Disabilities ("BEPD")** by the City of Chicago ("City"). This **MBE/BEPD** recertification is a continuation of your previous certification which expired **3/22/2022** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of June 1st.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Aileen Velazquez
Chief Procurement Officer

AV/cm

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.cookcountyil.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: Argo Construction LLC.

Address: 13655 Main Street, Lemont, IL, 60439

E-mail: poncho@argoconstructionllc.com

Contact Person: Alfonso Arrambide Phone: (312)989-6291

Dollar Amount Participation: $407,185.90

Percent Amount of Participation: 3.0 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X 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: Argo Construction LLC.

Certifying Agency: City of Chicago

Contact Person: Alfonso Arrambide

Certification Expiration Date:

Address: 13655 Main Street

Ethnicity: Hispanic

City/State: Lemont, IL Zip: 60439

Bid/Proposal/Contract #: 2311-12020

Phone: (312)989-6291 Fax:

FEIN #: 82-2065700

Email: poncho@argoconstructionllc.com

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)*

Furnish labor, materials and equipment to perform site drainage work activities

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

$407,185.90, 3.0%

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*)

Alfonso Arrambide

Print Name

Argo Construction LLC.

Firm Name

5/18/26

Date

Subscribed and sworn before me

this 18th day of May, 20 26.

Notary Public

Official Seal
NICHOLAS PAUL KNESER
Notary Public, State of Illinois
Commission No. 999191
My Commission Expires October 28, 2028

SEAL

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher

Print Name

Gallagher Asphalt Corporation

Firm Name

5/20/2026

Date

Subscribed and sworn before me

this 20th day of May, 20 26.

Notary Public

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

SEAL

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUL 3 - 2023

Alfonso Arrambide
Argo Construction, LLC
13655 Main Street, Suite #2
Lemont, IL 60439-9168

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Arrambide:

We are pleased to inform you that **Argo Construction, LLC** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **May 15, 2023** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of May 15th**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of May 15th.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):
237110 – Water and Sewer Line and Related Structures Construction
237310 – Highway, Street, and Bridge Construction
238110 – Poured Concrete Foundation and Structure Contractors

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/etm

B2Gnow Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Argo Construction, LLC**
B2G VENDOR ID (VID)	**20516524**
OWNER	**Mr Alfonso Arrambide**
ADDRESS	**13655 Main Street, Suite #2** **Lemont, IL 60439-9168** [map]
PHONE	**630-272-8199**
EMAIL	**pgao@argoconstructionllc.com**
ETHNICITY	**Hispanic/Latino**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**MBE - Minority Business Enterprise**
CERTIFICATION DATE	**7/10/2025**
RENEWAL DATE	**6/15/2026**
EXPIRATION DATE	**6/15/2026**
CERTIFIED BUSINESS DESCRIPTION	**238110 Poured Concrete Foundation and Structure Contractors** **237310 Highway, Street, and Bridge Construction** **237110 Water and Sewer Line and Related Structures Construction**

Commodity Codes

Code	Description
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238110	Poured Concrete Foundation and Structure Contractors

Additional Information

WARD	**N/A**
COMMUNITY AREA	**N/A**
QUALIFIED INVESTMENT AREA	**N/A**

B2GNOW

This B2Gnow certified profile was generated on 5/21/2026

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.cookcountyil.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: City Lights, Ltd.

Address: 9993 Virginia Avenue, Chicago Ridge, IL, 60415

E-mail: info@citylightsltd.com

Contact Person: John Candelaria Phone: (773)626-9162

Dollar Amount Participation: $ 651,711.04

Percent Amount of Participation: 4.8 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X 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: City Lights, Ltd.

Certifying Agency: City of Chicago

Contact Person: John Candelaria

Certification Expiration Date: 11/1/2029

Address: 9993 Virginia Avenue

Ethnicity: Hispanic

City/State: Chicago Ridge, IL Zip: 60415

Bid/Proposal/Contract #: 2311-12020

Phone: 773-626-9162 Fax: 773-626-5415

FEIN #: 36-3835589

Email: info@citylightsltd.com

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)*

Furnish all required labor, material, equipment and construction management to install the electrical construction items detailed on the attached proposal per the plans and specifications.

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

$651,711.04, 4.8%

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*)

John Candelaria
Print Name

City Lights, Ltd
Firm Name

5/18/2026
Date

Subscribed and sworn before me

this 18th day of May, 2026.

Notary Public Claire T. Barker

OFFICIAL SEAL
CLAIRE T BARKER
Notary Public, State of Illinois
Commission No. 1025087
My Commission Expires February 05, 2030

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher
Print Name

Gallagher Asphalt Corporation
Firm Name

5/20/2026
Date

Subscribed and sworn before me

this 20th day of May, 2026.

Notary Public Kristin Mann

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**City Lights, Ltd.,** DBA **N/A**
OWNER	**Ms. Jacqueline Hoffman**
ADDRESS	**9993 Virginia Avenue** **Chicago Ridge, IL 60415** [map]
PHONE	**708-581-7111 Ext. 111**
FAX	**773-626-8310**
EMAIL	Jackie@citylightsltd.com
WEBSITE	http://www.citylightsltd.com
ETHNICITY	**Hispanic/Latino**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**MBE - Minority Business Enterprise**
CERTIFICATION DATE	**12/18/2025**
RENEWAL DATE	**11/1/2026**
EXPIRATION DATE	**11/1/2029**
CERTIFIED BUSINESS DESCRIPTION	**NAICS 237130 Cable laying (e.g., cable television, electricity, marine, telephone), including underground** **NAICS 237130 Construction management, power and communication transmission line** **NAICS 237130 Electric light and power plant (except hydroelectric) construction** **NAICS 237130 Fiber optic cable transmission line construction** **NAICS 237130 Pole line construction** **NAICS 237130 Underground cable (e.g., cable television, electricity, telephone) laying** **NAICS 237130 Utility line (i.e., communication, electric power), construction** **NAICS 237310 Highway, Street, and Bridge Construction** **NAICS 238110 Concrete finishing** **NAICS 238110 Concrete pouring** **NAICS 238110 Concrete pumping (i.e., placement)** **NAICS 238110 Concrete repair** **NAICS 238110 Footing and foundation concrete contractors** **NAICS 238110 Poured Concrete Foundation and Structure Contractors** **NAICS 238210 Electrical contractors**

Commodity Codes

Code	Description
NAICS 237130	Cable laying (e.g., fiber optic, electricity, marine, telephone, cable television), including underground
NAICS 237130	Construction management, power and communication transmission line
NAICS 237130	Electric light and power plant (except hydroelectric) construction
NAICS 237130	Fiber optic cable transmission line construction
NAICS 237130	Pole line construction
NAICS 237130	Underground cable (e.g., fiber optic, electricity, telephone, cable television) laying
NAICS 237130	Utility line (i.e., communication, electric power), construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238110	Concrete finishing
NAICS 238110	Concrete pouring
NAICS 238110	Concrete pumping (i.e., placement)
NAICS 238110	Concrete repair
NAICS 238110	Footing and foundation concrete contractors
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238210	Electrical contractors

Additional Information

WARD	**N/A**
COMMUNITY AREA	**N/A**
QUALIFIED INVESTMENT AREA	**N/A**

This profile was generated on 2/4/2026

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**City Lights, Ltd.,** DBA **N/A**
OWNER	**Ms. Jacqueline Hoffman**
ADDRESS	**9993 Virginia Avenue** **Chicago Ridge, IL 60415** [map]
PHONE	**708-581-7111 Ext. 111**
FAX	**773-626-8310**
EMAIL	**Jackie@citylightsltd.com**
WEBSITE	**http://www.citylightsltd.com**
ETHNICITY	**Hispanic/Latino**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**WBE - Women Business Enterprise**
CERTIFICATION DATE	**12/18/2025**
RENEWAL DATE	**11/1/2026**
EXPIRATION DATE	**11/1/2029**
CERTIFIED BUSINESS DESCRIPTION	**NAICS 237130 Cable laying (e.g., cable television, electricity, marine, telephone), including underground** **NAICS 237130 Construction management, power and communication transmission line** **NAICS 237130 Electric light and power plant (except hydroelectric) construction** **NAICS 237130 Fiber optic cable transmission line construction** **NAICS 237130 Pole line construction** **NAICS 237130 Underground cable (e.g., cable television, electricity, telephone) laying** **NAICS 237130 Utility line (i.e., communication, electric power), construction** **NAICS 237310 Highway, Street, and Bridge Construction** **NAICS 238110 Concrete finishing** **NAICS 238110 Concrete pouring** **NAICS 238110 Concrete pumping (i.e., placement)** **NAICS 238110 Concrete repair** **NAICS 238110 Footing and foundation concrete contractors** **NAICS 238110 Poured Concrete Foundation and Structure Contractors** **NAICS 238210 Electrical contractors**

Commodity Codes

Code	Description
NAICS 237130	Cable laying (e.g., fiber optic, electricity, marine, telephone, cable television), including underground
NAICS 237130	Construction management, power and communication transmission line
NAICS 237130	Electric light and power plant (except hydroelectric) construction
NAICS 237130	Fiber optic cable transmission line construction
NAICS 237130	Pole line construction
NAICS 237130	Underground cable (e.g., fiber optic, electricity, telephone, cable television) laying
NAICS 237130	Utility line (i.e., communication, electric power), construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238110	Concrete finishing
NAICS 238110	Concrete pouring
NAICS 238110	Concrete pumping (i.e., placement)
NAICS 238110	Concrete repair
NAICS 238110	Footing and foundation concrete contractors
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238210	Electrical contractors

Additional Information

WARD	**N/A**
COMMUNITY AREA	**N/A**
QUALIFIED INVESTMENT AREA	**N/A**

This profile was generated on 2/4/2026

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY 2 0 2022

Jacqueline Hoffman
City Lights, Ltd.
9993 Virginia Avenue
Chicago Ridge, Illinois 60415

Re: Change in Ownership

Dear Ms. Hoffman:

We are pleased to inform you that we have updated your certification to reflect your firm's change in ownership. **City Lights, Ltd.,** continues to be certified as a **Minority-Owned Business Enterprise ("MBE"),** and as a **Women-Owned Business Enterprise ("WBE"),** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of November 1st.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

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

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

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

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

NAICS Code(s):
237130 - Power and Communication Line and Related Structures Construction: Electric Light and Power Plant (except hydroelectric); Construction Management; Cable laying (e.g. cable television, electricity, marine, telephone) including underground; Utility Line Construction; Fiber Optic cable transmission line construction; pole line construction
237310 - Highway, Street and Bridge Construction
238110 - Poured Concrete Foundation and Structure Contractors: Concrete Finishing; Pouring; Repair; Concrete Pumping (i.e. placement); Footing and Foundation
238210 - Electrical Contractors

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Aileen Velazquez
Chief Procurement Officer

AV/cm

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.cookcountyil.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: Environmental Design International, inc.

Address: 3230 Executive Drive Joliet, IL, 60431

E-mail: GFlentge@envdesigni.com

Contact Person: Gary P. Flentge Phone: (815)730-3444

Dollar Amount Participation: $ 59,060.00

Percent Amount of Participation: 0.4 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X 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: Environmental Design International, inc

Certifying Agency: Cook County

Contact Person: Gary P. Flentge

Certification Expiration Date: 6/15/2026

Address: 3230 Executive Drive

Ethnicity: African American

City/State: Joliet, IL Zip: 60431

Bid/Proposal/Contract #: CCDOT029A 2311-12020

Phone: (815)730-3444 Fax: 815-730-6703

FEIN #: 36-327225

Email: GFlentge@envdesigni.com

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)*

Survey - Construction layout

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

$59,060.00, 0.4%

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*)

Gary P. Flentge

Print Name

Environmental Design International, inc

Firm Name

5/18/2026

Date

Subscribed and sworn before me

this 18th day of May, 2026.

Notary Public Mary Elizabeth Bressley

OFFICIAL SEAL
MARY ELIZABETH BRESSLEY
Notary Public, State of Illinois
Commission No. 1026927
My Commission Expires
March 05, 2027

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher

Print Name

Gallagher Asphalt Corporation

Firm Name

5/20/2026

Date

Subscribed and sworn before me

this 20th day of May, 2026.

Notary Public Kristin Mann

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

SEAL

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

August 5, 2025

Leslie J. Sawyer
Environmental Design International, Inc.
33 W. Monroe St., Ste. 1825
Chicago, IL 60603

RE: CONTINUATION OF CERTIFICATION

Dear Sawyer:

We are pleased to inform you that **Environmental Design International, Inc.** continues to be certified as a Women-Owned Business Enterprise ("WBE") and Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired **6/15/2025** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of June 15th.**

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of June 15th.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/WBE** if you fail to:

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

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):
NAICS 541330: ENGINEERING SERVICES
NAICS 541350: BUILDING INSPECTION SERVICES
NAICS 541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES
NAICS 561210: FACILITIES (EXCEPT COMPUTER OPERATION) SUPPORT SERVICES
NAICS 562910: REMEDIATION SERVICES

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

The Office of Contracting Equity

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.cookcountyil.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: J.A.C.K. Contractor Services, Inc.

Address: P.O. Box 563, Crete, IL, 60417

E-mail: cgustafson@jackcsi.com

Contact Person: Cindy Gustafson Phone: (708)443-5563

Dollar Amount Participation: $ 77,296.50

Percent Amount of Participation: <1.0 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X 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: J.A.C.K. Contractor Services, Inc.

Certifying Agency: City of Chicago

Contact Person: Cindy Gustafson

Certification Expiration Date:

Address: P.O. Box 563

Ethnicity: Caucasian

City/State: Crete, IL Zip: 60417

Bid/Proposal/Contract #: 2311-12020

Phone: (708)443-5563 Fax: 708-443-5564

FEIN #: 35-2260600

Email: cgustafson@jackcsi.com

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)*

Clean sewer pipes and drainage structures

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

$77,296.50, <1%

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)

Print Name: Cindy Gustafson

Firm Name: J.A.C.K. Contractor Services, Inc.

Date: 5/15/2026

Subscribed and sworn before me

this 15th day of May 2026

Notary Public

OFFICIAL SEAL
JAMES V Allabio
Notary Public, State of Illinois
Commission No. 968613
My Commission Expires March 05, 2030

Signature (Prime Bidder/Proposer)

Print Name: Jonathan Gallagher

Firm Name: Gallagher Asphalt Corporation

Date: 5/20/2026

Subscribed and sworn before me

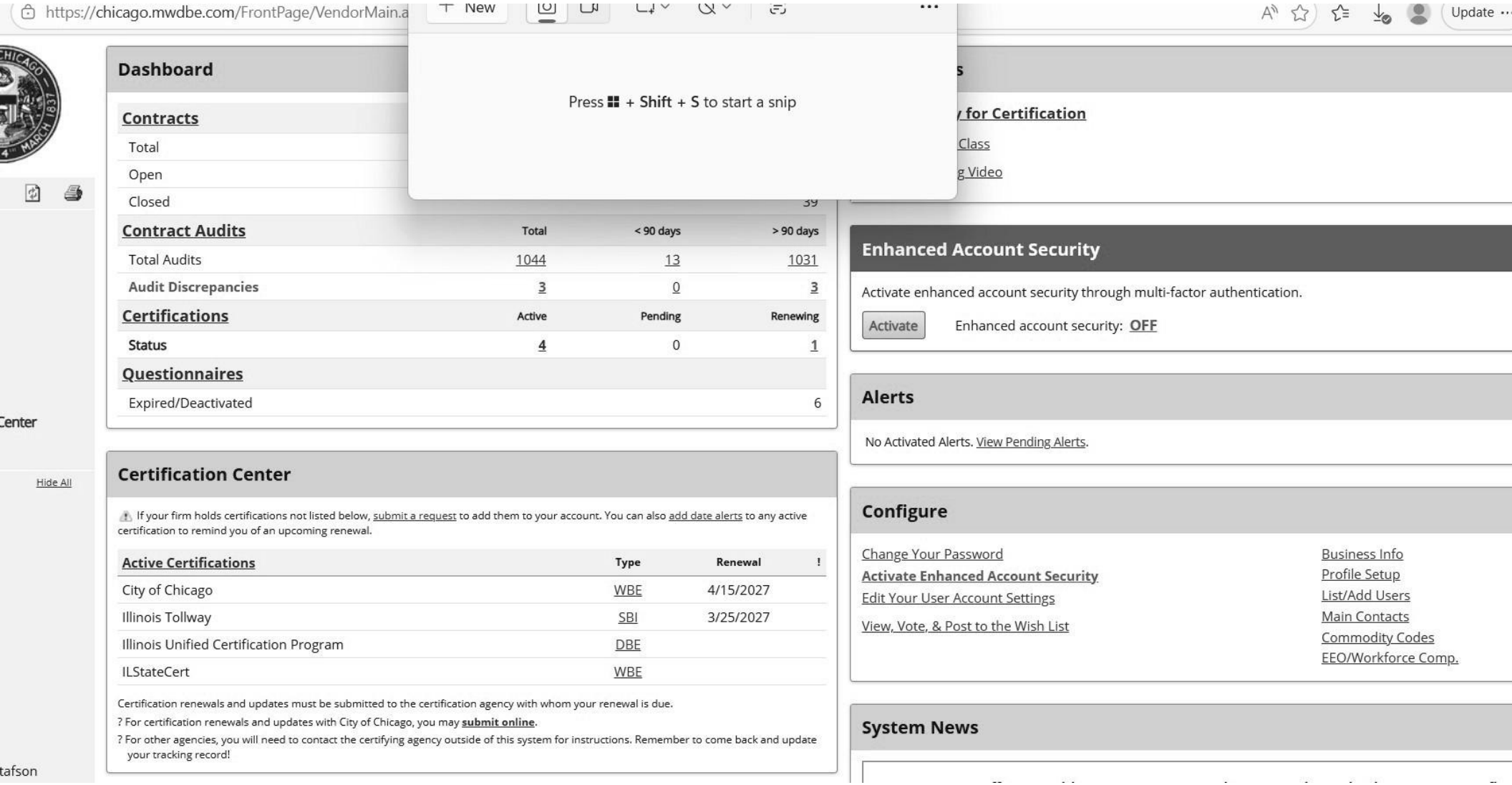
this 20th day of May 2026

Notary Public

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

SEAL

JACK CSI WBE Certification



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.cookcountyil.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: Maintenance Coating Company

Address: 705 Bowes Road, South Elgin IL 60177

E-mail: julie@maintenancecoatings.com

Contact Person: Julie Wrightsman Phone: (847)622-0020

Dollar Amount Participation: $390,827.77

Percent Amount of Participation: 2.9 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X 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: Maintenance Coatings Company

Certifying Agency: City of Chicago

Contact Person: Julie Wrightsman

Certification Expiration Date:

Address: 705 Bowes Road

Ethnicity: Caucasian

City/State: South Elgin, IL Zip: 60177

Bid/Proposal/Contract #: 2311-12020

Phone: 847-622-0020 Fax:

FEIN #: 36-2379228

Email: julie@maintenancecoatings.com

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)*

Pavement marking and traffic control

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

$390,827.77, 2.9%

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*)

Julie Wrightsman

Print Name

Maintenance Coatings Company

Firm Name

5/18/26

Date

Subscribed and sworn before me

this 18 day of May, 2026

Notary Public

SEAL

Official Seal
JEAN ERIKA SIEWIERSKI
Notary Public, State of Illinois
Commission No. 1011828
My Commission Expires June 11, 2029

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher

Print Name

Gallagher Asphalt Corporation

Firm Name

5/20/2026

Date

Subscribed and sworn before me

this 20th day of May, 2026.

Notary Public

SEAL

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

DEC 16 2025

Rachel Traficanti
Maintenance Coatings Co.
705 Bowes Road
South Elgin, IL 60177

Re: Change in NAICS Codes

Dear Ms.Traficanti,

We are pleased to inform you that we have updated your certification to reflect your firm's expanded NAICS Codes. **Maintenance Coatings Co.** continues to be certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of April 1st.**

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of April 1st.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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

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

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

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

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

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

NAICS Code(s):
237310 – Painting lines on highways, streets and bridges
237310 – Painting traffic lanes or parking lots
237310 – Parking lot marking and line painting
237310 – Runway, airport, line painting (e.g., striping)
237310 – Sign erection, highway, road, street, or bridge
339950 – Sign and signboards (except paper, paperboard) manufacturing
561990 – Flagging (i.e traffic control) services

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

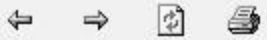
Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Sharla D. Roberts
Chief Procurement Officer

SDR/dc





Vendor Information

BUSINESS NAME	**Maintenance Coatings Co.**
SYSTEM VENDOR NUMBER	**20225616**
PRIMARY OWNER'S NAME	**Ms. Rachael Traficanti**
ETHNIC GROUP	**Caucasian**
GENDER	**Female**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**WBE - Women Business Enterprise**
EFFECTIVE DATE	**4/16/2026**
RENEWAL DATE	**4/1/2027**

Contact Information

MAIN COMPANY EMAIL	**julie@maintenancecoatings.com**
MAIN PHONE	**847-622-0020**
MAIN FAX	**847-622-1087**
MAIN COMPANY WEBSITE	**http://www.maintenancecoatings.com/**

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.cookcountyil.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: Sonican Trucking, Inc.

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

E-mail: sonicantruck04@yahoo.com

Contact Person: Miguel A. Cantoral Phone: 630 433 1127

Dollar Amount Participation: $ 19,161.51

Percent Amount of Participation: 0.1 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Sonican Trucking Ing

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

E-mail: Sonicantruck04@yahoo.com

Contact Person: Miguel Cantoral Phone: 630-433-1127

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: Sonican Trucking, Inc.

Contact Person: Miguel A. Cantoral

Address: 707 N York St. Suite #103

City/State: Elmhurst IL Zip: 606126

Phone: 630 433 1127 Fax: _____

Email: sonicantruck04@yahoo.com

Certifying Agency: CDOT

Certification Expiration Date: 07/07/2026

Ethnicity: Hispanic

Bid/Proposal/Contract #: 2311-12020

FEIN #: 36-4295446

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)*

Trucking/Hauling Services

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

$19,161.51, 0.1%, pay as work is performed

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*)

Miguel A. Cantoral
Print Name

Sonican Trucking, Inc.
Firm Name

05/15/2026
Date

Subscribed and sworn before me

this 15th day of May, 20 26.

Notary Public _____

SEAL

Official Seal
ARMANDO GARCIA
Notary Public, State of Illinois
Commission No. 874376
My Commission Expires April 30, 2030

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher
Print Name

Gallagher Asphalt Corporation
Firm Name

5/20/2026
Date

Subscribed and sworn before me

this 20th day of May, 20 26.

Notary Public _____

SEAL

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

State of Illinois
Illinois Commission on Equity & Inclusion

Next Steps for Maximizing Your BEP Certification

Congratulations on attaining your BEP Certification! This is a pivotal step towards positioning your business for success with the State of Illinois. To help you navigate the subsequent steps and fully leverage your certification, please consider the following:



1. Leverage Chief Procurement Officer (CPO) Resources: Four CPOs manage a distinct portfolio and provide unique opportunities. Familiarizing yourself with these portfolios can strategically position your firm to tap into contracts from various State purchasing entities.



2. Register on Procurement Platforms: We strongly recommend visiting and registering on the Illinois Procurement Gateway (IPG) at **https://ipg.illinois.gov/Home.aspx.** The IPG is an online vendor portal used for gathering business information from vendors who wish to conduct business with State agencies and universities. Instead of submitting required information in paper form with every solicitation response, vendors can submit the information in advance electronically.



3. Enroll in Notifications: Please be advised that BEP certification does not automatically subscribe you to notifications regarding solicitations. Each of the four CPOs publishes notices of the State's solicitations for their respective portfolios. We strongly recommend that all BEP-certified vendors register with each of the four State of Illinois procurement bulletins to increase your visibility for potential contracting opportunities. Registration with the appropriate procurement bulletin corresponding to your NIGP codes is essential to stay informed about upcoming opportunities. Learn more about the chief procurement officers' bulletins and doing business with the State at **https://pathway2procurement.illinois.gov/.**



4. Utilize Available Resources: Optimize your opportunities by leveraging resources provided by the CPOs, including workshops, seminars, and guidance documents.

CPO Procurement Sites:

- Chief Procurement Officer of General Services: The CPO-GS oversees the goods and services purchases for roughly 65 State agencies, boards, and commissions. Learn more about CPO-GS at **https://cpo-general.illinois.gov/.**
- Chief Procurement Officer of Higher Education: The CPO-HE oversees purchasing by State universities. Learn more about CPO-HE at **https://cpo-highered.illinois.gov/.**
- Chief Procurement Officer of Capital Development Board: The CPO-CDB oversees vertical construction and construction-related services purchases. Learn more about CPO-CDB at **https://cpo-cdb.illinois.gov/.**
- Chief Procurement Officer of Illinois Department of Transportation: The CPO-IDOT oversees horizontal construction and construction-related services purchases. Learn more about CPO-IDOT at **https://cpo-dot.illinois.gov/.**

By actively engaging in these steps, your business will be well-prepared and strategically positioned to capitalize on forthcoming opportunities. Thank you for your participation in the Business Enterprise Program. We are here to support your endeavors and be an integral part of your continued growth and success.

Printed by the Authority of State of Illinois 12/23 IOCI 24-0884

Illinois Commission on Equity and Inclusion
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

06/11/2025
Sonican Trucking, Inc.
707 N. York St., Ste. 103
Elmhurst, Illinois, 60126

Re: Be Enrolled Business Enterprise Program Certification

Dear Miguel Cantoral,

Congratulations, your business qualifies for enrollment in the new Be Enrolled Business Enterprise Program certification (BE BEP)! The Commission on Equity and Inclusion (CEI) was created to maximize supplier diversity, equity, and inclusion by ensuring access to contracting opportunities by developing procedures and initiatives that make procurement processes inclusive, fair, and equitable while providing support, education, and mentorship. CEI established the BE BEP certification to ensure the seamless activation of a reciprocal certification and reduce duplicative red tape.

BE BEP Partners
Chicago Transit Authority (CTA)
City of Chicago
Cook County
Illinois Department of Transportation
METRA
PACE

CEI enrolled your business in the BE BEP certification based on the diversity certification one of the partners listed above issued. Activating your BE BEP certification has several benefits. Businesses certified through BE BEP will be listed in the CEI's certified vendor directory, ensuring visibility amongst State procurement professionals and potential prime vendors. The BEP certification is recognized by various municipalities and organizations, aligning with their supplier diversity initiatives. Best of all, certification is free!

Host Agency: City of Chicago

Certification Type: Minority Business Enterprise
Certification Date: 06/10/2025
Certification Expiration Date: 06/10/2026

CEI will activate your BE BEP certification based on your host agency's diversity certification. The duration and commodity codes for the newly activated BE BEP certification will match the existing certification held with the BE BEP partner. If applicable, the North American Industry Classification System (NAICS) codes provided by the host agency will be translated to National Institute of Government Purchasing (NIGP) commodity codes using CEI's crosswalk

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

962 - 86 - Transportation of Goods, Shipping and Handling, and Other Freight Services

Your firm will only appear in the database of BEP-certified vendors in the NIGP codes listed above, so **please review the list carefully to ensure that all relevant NIGP codes are included.**

Vendors must maintain their certification and comply with the rules of their host agency to maintain an active BE BEP certification. If the host agency's certification expires or the host agency suspends a vendor's bidding privileges, the BE BEP certification will also expire or be suspended. CEI's BEP certification unit will email vendors to update their BE BEP certification 90 days before their host agency and BE BEP certifications expire.

BE BEP-certified vendors are encouraged to notify BEP within two weeks if any of the following changes occur:

- Ownership changes
- Changes in control.
- Changes in the host agency's certification status.

Four chief procurement officers (CPOs) exercise the State of Illinois' procurement authority. Each CPO has a separate bulletin that publishes the State's solicitations and bidding opportunities for each portfolio. CEI strongly recommends that all State-certified vendors register with each procurement bulletin to ensure notification of all relevant prime and subcontractor bidding opportunities.

CPO Procurement Websites

- The Chief Procurement Officer of General Services (CPO-GS) oversees the purchases of goods and services for roughly 65 State agencies, boards, and commissions. Learn more about CPO-GS at https://cpo-general.illinois.gov/.
- The Chief Procurement Officer of Higher Education (CPO-HE) oversees purchasing by State universities. Learn more about CPO-HE at https://cpo-highered.illinois.gov/
- The Chief Procurement Officer of the Capital Development Board (CPO-CDB) oversees vertical construction and construction-related services purchases. Learn more about CPO-CDB at https://cpo-cdb.illinois.gov/.
- The Chief Procurement Officer of the Illinois Department of Transportation (CPO-IDOT) oversees horizontal construction and construction-related services purchases. Learn more about CPO-IDOT at

CEI welcomes your participation in BEP and wishes you continued success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,



Carlos Gutierrez
Certification Manager

Illinois Department of Transportation

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

February 25, 2026

Sonican Trucking, Inc.
707 N. York St., Ste. 103
Elmhurst, IL 60126

Dear Miguel Cantoral:

The Illinois Department of Transportation has reviewed the Personal Narrative(s) and Personal Net Worth Statement(s) submitted for your firm for reevaluation under the October 3, 2025, United States Department of Transportation (USDOT) Interim Final Rule (IFR). We are pleased to inform you that your firm has met the eligibility standards set forth in 49 CFR Part 26 for social and economic disadvantage, and your firm will be recertified as a Disadvantaged Business Enterprise (DBE).

This recertification will allow your firm to continue to participate as a Disadvantaged Business Enterprise (DBE) in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Chicago Transit Authority, Illinois Department of Transportation, Metra, and Pace.

When the Illinois Unified Certification Program (IL UCP) completes its reevaluation process, your firm will be listed in the IL UCP directory, and your participation on USDOT-assisted contracts will count toward DBE contract goals. Please note that no goals will be included on new contracts until the IL UCP completes reevaluation of all DBE firms. The IL UCP will provide notification once the reevaluation process is finalized.

Should you have any questions, you may contact our office at (217) 782-5490.

Sincerely,

Debra Lee

Debra Lee
Bureau Chief
Bureau of Small Business Enterprises

Certification: View

Certification List | Submit Change Request | View Letters & Certificates | Add Date Alert

Home
View
Search
Message
Settings
Help & Support
Logoff
Show All Hide All

Vendor Information

BUSINESS NAME	**Sonican Trucking, Inc. DBA N/A**
SYSTEM VENDOR NUMBER	**20061378**
PRIMARY OWNER'S NAME	**Mr. Miguel Cantoral**
ETHNIC GROUP	**Hispanic/Latino**
GENDER	**Male**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**MBE - Minority Business Enterprise**
EFFECTIVE DATE	**5/29/2025**
RENEWAL DATE	**7/7/2026**

Contact Information

MAIN COMPANY EMAIL	**sonicantruck04@yahoo.com**
MAIN PHONE	**630-617-5670**
MAIN FAX	**630-617-5735**

Addresses

PHYSICAL ADDRESS	**707 N. York St., Ste. 103 Suite 103 Elmhurst, IL 60126 [map]**
MAILING ADDRESS	**707 N. York St., Ste. 103 Suite 103 Elmhurst, IL 60126 [map]**

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.cookcountyil.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: Walls Trucking, Inc.

Address: 3606 N Luna Ave Chicago IL 60641

E-mail: walls4244@gmail.com

Contact Person: Jason Paredes Phone: 773 986 9700

Dollar Amount Participation: $18,103.72

Percent Amount of Participation: 0.1 %

*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes X 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: Walls Trucking, Inc.

Contact Person: Jason Paredes

Address: 3606 N Luna Ave,

City/State: Chicago IL Zip: 60641

Phone: 773 986 9700 Fax: _____

Email: walls4244@gmail.com

Certifying Agency: City Of Chicago

Certification Expiration Date: 10-1-2026

Ethnicity: Hispanic

Bid/Proposal/Contract #: 2311-12020

FEIN #: 20-8767144

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)*

Trucking/Hauling Services

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

$18,103.72 0.1% - pay as work is performed

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*)

Jason E. Paredes

Print Name

Walls Trucking Inc.

Firm Name

5-18-2026

Date

Subscribed and sworn before me

this 18 day of May, 2026.

Notary Public Roxana C Ocasio Paredes

Official Seal
ROXANA C OCASIO PAREDES
Notary Public, State of Illinois
Commission No. 900418
My Commission Expires September 11, 2027
SEAL

Signature (*Prime Bidder/Proposer*)

Jonathan Gallagher

Print Name

Gallagher Asphalt Corporation

Firm Name

5/20/2026

Date

Subscribed and sworn before me

this 20th day of May, 20 26.

Notary Public Kristin D Mann

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027
SEAL

Certification: View

Help & Tools

Certification List | Submit Change Request | View Letters & Certificates | Add Date Alert

Vendor Information

BUSINESS NAME	**Walls Trucking Inc.**
SYSTEM VENDOR NUMBER	**20232024**
PRIMARY OWNER'S NAME	**Mr. Jason Edrei Paredes**
ETHNIC GROUP	**Hispanic/Latino**
GENDER	**Male**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**MBE - Minority Business Enterprise**
EFFECTIVE DATE	**1/7/2025**
RENEWAL DATE	**10/1/2026**

Contact Information

MAIN COMPANY EMAIL	**walls4244@gmail.com**
MAIN PHONE	**773-986-9700**
MAIN FAX	**773-657-3731**
MAIN COMPANY WEBSITE	**http://wallstruckingchicago.com**

Addresses

PHYSICAL ADDRESS	**3606 N. Luna** **IL** **Chicago, IL 60641** [map]
MAILING ADDRESS	**3606 N. Luna** **Chicago, IL 60641** [map]

Business Capabilities

BUSINESS CERTIFIED FOR	**NAICS 484110 General freight trucking, local**

FULL DESCRIPTION OF CAPABILITIES/PRODUCTS	**NAICS 484110 General freight trucking, local**
COMMODITY CODES	**NAICS 484110** **General freight trucking, local** (More)

Owner Ethnicity and Gender

ETHNIC GROUP	**Hispanic/Latino**
GENDER	**Male**
DBE ETHNIC GROUP	**Hispanic American**

Location

COUNTY	**Cook (IL)**

Additional Information

WARD	**38**
COMMUNITY AREA	**N/A**
QUALIFIED INVESTMENT AREA	**N/A**

Letters & Certificates

View	Letter Type	Format	Date Sent	Viewed In System By Vendor
View	MBE Approval Letter	Email	1/7/2025	-

Certification List

This profile was generated on 1/10/2025

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Illinois Department of Transportation

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

February 25, 2026

Walls Trucking Inc.
3606 N. Luna Ave.
Chicago, IL 60641

Dear Jason E. Paredes:

The Illinois Department of Transportation has reviewed the Personal Narrative(s) and Personal Net Worth Statement(s) submitted for your firm for reevaluation under the October 3, 2025, United States Department of Transportation (USDOT) Interim Final Rule (IFR). We are pleased to inform you that your firm has met the eligibility standards set forth in 49 CFR Part 26 for social and economic disadvantage, and your firm will be recertified as a Disadvantaged Business Enterprise (DBE).

This recertification will allow your firm to continue to participate as a Disadvantaged Business Enterprise (DBE) in the Illinois Unified Certification Program (IL UCP). The participating agencies include the City of Chicago, Chicago Transit Authority, Illinois Department of Transportation, Metra, and Pace.

When the Illinois Unified Certification Program (IL UCP) completes its reevaluation process, your firm will be listed in the IL UCP directory, and your participation on USDOT-assisted contracts will count toward DBE contract goals. Please note that no goals will be included on new contracts until the IL UCP completes reevaluation of all DBE firms. The IL UCP will provide notification once the reevaluation process is finalized.

Should you have any questions, you may contact our office at (217) 782-5490.

Sincerely,

Debra Lee

Debra Lee
Bureau Chief
Bureau of Small Business Enterprises

Contract #: 2311-12020

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/14/2026
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Acura
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Nico DiGioia
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): nico@acurainc.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 556 County Line Rd
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Bensenville, IL, 60106
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 630.766.9979
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Concrete	$1,948,158.29

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

Contract #: 2311-12020

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/14/2026
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Cor
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: AllState Concrete Cutting & Demolition Ir
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Michael Seay
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): mseay@allstateconcretecutting.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 514 Rollins Rd
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Ingleside, IL 60041
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 847.973.9752
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Longitudinal Joint Sealant	$202,400.06

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/15/2026
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Argo Construction, LLC
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Alfonso Arrambide
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): poncho@argoconstructionllc.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 13655 Main Street
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Lemont, IL, 60439
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 312.989.6291
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Storm Sewer/Underground/Grading & Shaping	$407,185.90

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature — 5/20/2026 Date

Contract #: 2311-12020

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/14/26
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: City Lights, Ltd.
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jackie Hoffman
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): jackie@citylightsltd.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 9993 Virginia Ave
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Chicago Ridge, IL, 60495
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 773.626.9162
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Electrical	$651,711.04

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

Contract #: 2311-12020

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Office of the Chief Procurement Officer
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Bid/RFP/RFQ No.: 2311-12020	Date: 5/14/2026
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Environmental Design International, Inc.
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Leslie J Sawyer
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor):
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 3230 Executive Drive
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Joliet, IL, 60431
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 815.730.3444
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Survey Monuments	$59,060.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature — 5/20/2026 Date

Contract #: 2311-12020

OCPO ONLY:
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☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/14/2026
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Jack CSI
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Cindy Gustafson
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): cgustafson@jackcsi.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): PO Box 563
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Crete, IL, 60417
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 708.443.5563
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Sewer Cleaning	$77,296.50

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

Contract #: 2311-12020

OCPO ONLY:
☐ Disqualification
☐ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/14/2026
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Maintenance Coatings Corporation
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Julie Wrightsman
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): julie@maintenancecoatings.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 705 Bowes Road
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): South Elgin, IL, 60177
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 847.622.0020
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Pavement Markings/Reflectors	$390,827.77

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

OCPO ONLY:
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Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/14/2026
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Midwest Fence Corporation
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Keith Bell
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): kbell@mwfence.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 900 North Kedzie Ave
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Chicago, IL, 60651
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 773.722.6616
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Guardrail	$9,298.73

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

Contract #: 2311-12020

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Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

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Bid/RFP/RFQ No.: 2311-12020	Date: 5/15/26
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Roy Erickson Outdoor Maintenance Inc.
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Roy Erickson
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): royslawncare@hotmail.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 4430 W. 137th Place
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Crestwood, IL, 60445
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 708.597.3088
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Landscaping	$75,615.80

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

Contract #: 2311-12020

OCPO ONLY:
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Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2311-12020	Date: 5/15/26
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Sonican Trucking, Inc.
Authorized Contact for Contractor: Jonathan Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Miguel A. Cantoral
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): sonicantruck04@yahoo.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 707 N York St. Suite #103
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Elmhurst, IL, 60126
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 630 433 1127
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Trucking/Hauling Services	$19,161.51

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

Contract #: 2311-12020

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Bid/RFP/RFQ No.: 2311-12020	Date: 5/15/26
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: True North Consultants
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Marjory Bredup
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): mbredup@consulttruenorth.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 1240 Iroquois Ave
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Naperville, IL 60563
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 630.717.2880
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Soil Testing/Monitoring	$25,860.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature — 5/20/2026 Date

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Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

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Bid/RFP/RFQ No.: 2311-12020	Date: 5/15/26
Total Bid or Proposal Amount: $13,557,864.13	Contract Title: 2022 Pavement Rehabilitation Program South Corr
Contractor: Gallagher Asphalt/K-Five Construction JV	Subcontractor/Supplier/ Subconsultant to be added or substitute: Walls Trucking, Inc.
Authorized Contact for Contractor: Jonathon Gallagher, VP	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jason Paredes
Email Address (Contractor): jgallagher@gallagherasphalt.com	Email Address (Subcontractor): walls4244@gmail.com
Company Address (Contractor): 18100 South Indiana Avenue	Company Address (Subcontractor): 3606 N Luna Ave
City, State and Zip (Contractor): Thornton, IL, 60476	City, State and Zip (Subcontractor): Chicago, IL, 60641
Telephone and Fax (Contractor): 708.877.7160 (Telephone Only)	Telephone and Fax (Subcontractor): 773 986 9700
Estimated Start and Completion Dates (Contractor): 6/15/23 - 12/31/24	Estimated Start and Completion Dates (Subcontractor): 6/15/23 - 12/31/24

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Trucking/Hauling Services	$18,103.72

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Gallagher Asphalt/K-Five Construction JV
Contractor

Jonathan Gallagher
Name

Vice President
Title

Prime Contractor Signature

5/20/2026
Date

Cook County
Office of the Chief Procurement Officer

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: Gallagher Asphalt Corporation | Contract #: 2311-12020

Address: 18100 South Indiana Avenue | City: Thornton

County: Cook | State: IL | Zip: 60476

Phone: (708) 877-7160 | Email: jgallagher@gallagherasphalt.com

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute this affidavit.

This recertification is being submitted in connection with

Contract Name: 2022 Pavement Rehabilitation Program South Corridors Package 1

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated 1/25/2023 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

☑ Certifications (SECTION 2), if applicable, as updated on:

☑ Economic and Other Disclosures (SECTION 3), if applicable, as updated on:

☑ Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on:

☑ Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on:

☑ Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:

☑ Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on:

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Gallagher Asphalt Corporation Date: 5/20/2026

(Print or type legal name of Applicant/Holder)

President or authorized signatory (Signature)

GALLAGHER ASPHALT CORPORATION CORPORATE SEAL 1958 DELAWARE

Print or type name of President or authorized signatory:

Jonathan Gallagher

Title of signatory:

Vice President

Subscribed and sworn to before me on this 20th day of May, 2026

Notary Public Signature: Seal:

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Gallagher Asphalt Corporation — Corporation's Name

James Trost — President's Printed Name and Signature

(708) 877-7160 — Telephone

jtrost@gallagherasphalt.com — Email

William Gallagher — Secretary Signature

5/20/2026 — Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Gallagher Asphalt/ K-Five Construction Corp. JV — Partnership/Joint Venture Name

Jonathan Gallagher — *Partner/Joint Venturer Printed Name and Signature

5/20/2026 — Date

(708) 877-7160 jgallagher@gallagherasphalt.com — Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
20th day of May, 20 26.

Notary Public Signature

My commission expires:
9/6/2027

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

OFFICIAL SEAL
KRISTIN D MANN
Notary Public, State of Illinois
Commission No. 977580
My Commission Expires September 6, 2027

Cook County
Office of the Chief Procurement Officer

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: K-Five Construction Corp. Contract #: 2311-12020

Address: 999 Oakmont Plaza Drive, Suite 200 City: Westmont

County: DuPage State: IL Zip: 60559

Phone: 630-257-5600 Email: estimating@k-five.net

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute this affidavit.

This recertification is being submitted in connection with

Contract Name: 2022 Pavement Rehabilitation Program - South Corridors Package 1

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated 1/25/23 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

☑ Certifications (SECTION 2), if applicable, as updated on:

☑ Economic and Other Disclosures (SECTION 3), if applicable, as updated on:

☑ Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on:

☑ Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on:

☑ Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:

☑ Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on:

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: K-Five Construction Corp. Date: 5-19-26

(Print or type legal name of Applicant/Holder)

President or authorized signatory (Signature)

K-FIVE CONSTRUCTION CORPORATION CORPORATE SEAL ILLINOIS

Print or type name of President or authorized signatory:

Robert G. Krug

Title of signatory:

President

Subscribed and sworn to before me on this 19th day of May, 2026

Notary Public Signature: Seal:

OFFICIAL SEAL
JOSEPH M BODZIOCH
Notary Public - State Of Illinois
Commission No. 845289
My Commission Expires October 07, 2028

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

K-Five Construction Corporation
Corporation's Name

President's Printed Name and Signature

630-257-5600
Telephone

estimating@k-five.net
Email

Secretary Signature

5-19-26
Date

K-FIVE CONSTRUCTION CORPORATION CORPORATE SEAL ILLINOIS

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Gallagher Asphalt/ K-Five Construction Corp. JV
Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

5/20/2026
Date

(708) 877-7160 jgallagher@gallagherasphalt.com
Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
19th day of May 20 26

Notary Public Signature

My commission expires:
10-7-28
Notary Seal

OFFICIAL SEAL
JOSEPH M BODZIOCH
Notary Public - State Of Illinois
Commission No. 845289
My Commission Expires October 07, 2028

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Gallagher Asphalt Corporation

Address of Person Doing Business with the County: 18100 South Indiana Avenue, Thornton, IL 60476-1299

Phone number of Person Doing Business with the County: (708) 877-7160

Email address of Person Doing Business with the County: jgallagher@gallagherasphalt.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Jonathan Gallagher, Vice President (708) 933-3343

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2311-12020

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 13,557,864.13

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

Kimberlei Aaron, Contract Negotiator, kimberlei.aaron@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:

Nathan Rosebery, Assistant Superintendent, nathan.roseberry@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
(none)			

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
(none)			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
(none)			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
(none)			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
(none)			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
(none)			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

5/27/2026
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- ☐ Parent
- ☐ Child
- ☐ Brother
- ☐ Sister
- ☐ Aunt
- ☐ Uncle
- ☐ Niece
- ☐ Nephew
- ☐ Grandparent
- ☐ Grandchild
- ☐ Father-in-law
- ☐ Mother-in-law
- ☐ Son-in-law
- ☐ Daughter-in-law
- ☐ Brother-in-law
- ☐ Sister-in-law
- ☐ Stepfather
- ☐ Stepmother
- ☐ Stepson
- ☐ Stepdaughter
- ☐ Stepbrother
- ☐ Stepsister
- ☐ Half-brother
- ☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: K-Five Construction Corporation

Address of Person Doing Business with the County: 999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559

Phone number of Person Doing Business with the County: 630-257-5600

Email address of Person Doing Business with the County: estimating@k-five.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Jennifery Krug-McNaughton; V.P.; 630-257-5600

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2311-12020

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 13,557,864.13

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

Kimberlei Aaron, Contract Negotiator, kimberlei.aaron@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:

Nathan Rosebery, Assistant Superintendent, nathan.roseberry@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

CONTRACT #: 2311-12020

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

5/27/26
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

Please go to link below for fillable forms:

https://www.cookcountyil.gov/service/forms-affidavits

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State**,** of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

***THE APPLICANT HEREBY CERTIFIES THAT*:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

***THE APPLICANT HEREBY CERTIFIES THAT*:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT*: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☑ No: ☐

b) If yes, list business addresses within Cook County:

16222 Western Ave., Markham, IL 60426 (Markham Plant)

12400 Cottage Grove, Chicago, IL 60628 (Chicago Plant)

6301 East Avenue, Hodgkins, IL 60525 (Hodgkins Plant)

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☑

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 22-15-200-016-0000 Markham

22-15-200-003-0000 Chicago

18-22-100-023-0000 and 18-22-100-024-0000 Hodgkins

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☐ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name K-Five Construction Corporation

D/B/A: _____ FEIN # Only: 36-2915545

Street Address: 999 Oakmont Plaza Drive, Suite 200

City: Westmont State: Il Zip Code: 60559

Phone No.: 630-257-5600 Fax Number: 630-257-6788 Email: estimating@k-five.net

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): D-5113-844-9

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Robert G. Krug	999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559	75%
Jennifer Krug-McNaughton	999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559	25%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☑] Yes [☐] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
K-FAM Limited Liability Company	999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559	100%	PARENT COMPANY

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Robert G. Krug	999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559	President	
Jennifer Krug-McNaughton	999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559	Vice President	
Mark Sniegowski	999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559	Vice President & CFO	
Robert W. Krug	999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559	Secretary	
Josephine Krug	999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559	Treasurer	

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert G. Krug
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Signature

1/25/23
Date

estimating@k-five.net
E-mail address

630-257-5600
Phone Number

Subscribed to and sworn before me
this 25th day of January, 2023.

My commission expires: 7/29/24

x
Notary Public Signature

Notary Seal

"OFFICIAL SEAL"
Elizabeth Grogan
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/29/24

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- ☐ Parent
- ☐ Child
- ☐ Brother
- ☐ Sister
- ☐ Aunt
- ☐ Uncle
- ☐ Niece
- ☐ Nephew
- ☐ Grandparent
- ☐ Grandchild
- ☐ Father-in-law
- ☐ Mother-in-law
- ☐ Son-in-law
- ☐ Daughter-in-law
- ☐ Brother-in-law
- ☐ Sister-in-law
- ☐ Stepfather
- ☐ Stepmother
- ☐ Stepson
- ☐ Stepdaughter
- ☐ Stepbrother
- ☐ Stepsister
- ☐ Half-brother
- ☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: K-Five Construction Corporation

Address of Person Doing Business with the County: 999 Oakmont Plaza Drive,Suite 200, Westmont, IL 60559

Phone number of Person Doing Business with the County: 630-257-5600

Email address of Person Doing Business with the County: estimating@k-five.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Jennifer Krug-McNaughton, Vice President 630-257-5600

B. DESCRIPTION OF BUSINESS WITH THE COUNTY
Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

Contract #2311-12020

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 14,196,889.90

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Raffi Saraffian, Chief Procurement Officer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jennifer (Sis) Killen, Superintendent, Department of Transportation and Highways

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
None			

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
None			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
None			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
None			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
None			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
None			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient Robert G. Krug, President

January 25, 2023
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional Information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2311-12020

County Using Agency (requesting Procurement): Cook County Department of Transportation & Highway

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): K-Five Construction Corporation

Substantial Owner Complete Name: _____

FEIN# 36-2915545

[redacted] E-mail address: estimating@k-five.net

Street Address: 999 Oakmont Plaza Drive,Suite 200

City: Westmont State: Il Zip: 60559

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*	***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*	***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*	***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,*	**YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*	***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages*	***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 1/25/2023

Name of Person signing (Print): Robert G. Krug Title: President

Subscribed and sworn to before me this 25th day of January, 2023

x _____ _____

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

"OFFICIAL SEAL"
Elizabeth Grogan
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/29/24

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

K-Five Construction Corporation
Corporation's Name

President's Printed Name and Signature

630-257-5600
Telephone

estimating@k-five.net
Email

Secretary Signature

1/25/23
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Gallagher Asphalt/ K-Five Construction Corp. JV
Partnership/Joint Venture Name

Jonathan Gallagher
*Partner/Joint Venture Printed Name and Signature

1/25/2023
Date

(708) 877-7160 jgallagher@gallagherasphalt.com
Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
25th day of January, 20 23.

My commission expires: 7/29/24

"OFFICIAL SEAL"
Elizabeth Grogan
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 07/29/24

Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

COOK COUNTY AFFIDAVIT FOR GREEN CONSTRUCTION ORDINANCE

Effective April 12, 2017, every Prime Contractor seeking a Public Works Contract for which their bid price is $2 million or more, including pricing for Subcontractors, with Cook County must comply with the Cook County Green Construction Ordinance set forth in Chapter 30, Article III, Division II, Subdivision V. Alternatively, a Prime Contractor may submit, as a part of the bid package, substantial evidence, as set out in Chapter 30 Sec. 443, as to why they are not able to comply with the Green Construction Ordinance.

All Prime Contractors are required to complete this affidavit and comply with the Cook County Green Construction Ordinance before any Contract is awarded. Signature of this form constitutes a certification of the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Public Works Contract for purposes of this Affidavit means a contract, budgeted at $2,000,000.00 or more, with a County agency for a construction program or project bid by Cook County involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a County agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a County agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

Prime Contractor means any person or business entity that enters into a Public Works Contract with Cook County.

I. Contract Information:
Contract Number 22-PRPS1-00-PV
County Using Agency (requesting procurement) DOTH

II. Person/Owner information:
Person (Corporate Entity Name) K-Five Construction Corp.
FEIN# 36-2915545
Email Address estimating@k-five.net
Street Address: 999 Oakmont Plaza Dr. Suite 200
City Westmont State: IL Zip: 60559
Phone Number: 630-257-5600

III. Compliance

A. Ultra Low Sulfur Diesel fuel for diesel motor vehicles, non-road vehicles, and stationary generators will be used in the performance of the contract.

B. All heavy-duty diesel vehicles or diesel non-road vehicles used in the performance of this Public Works Contract for more three days over the life of the project, by either the Prime Contractor or Subcontractor, have level 3 Controls installed and such controls are properly maintained and operating (as may be provided by regulations promulgated pursuant to this act).

If the response to the above is NO, will
All heavy-duty diesel vehicles or diesel non-road vehicles used in the performance of this Public Works Contract for more than three days over the life of the project, by either the Prime

Contractor or Subcontractor, which the contractor has certified cannot be retrofit with Level 3 Controls have Level 2 Controls installed that are available and appropriate for such vehicles.

If the response to the above is NO, will

All diesel non-road vehicles used in the performance of this Public Works Contract for more three days over the life of the project, by either the Prime Contractor or Subcontractor, which the contractor has certified cannot be retrofit with Level 2 controls have Level 1 Controls installed that are available and appropriate for such vehicles.

IV. Affirmation

The Prime Contractor affirms that all elements, including those elements pertaining to Subcontractors, contained in the Affidavit, are true, accurate and complete.

Signature _____ Date: 1-18-23

Name of Person Signing (print) Robert G. Krug Title: President

Subscribed and sworn before me this 18th Day of January 20 23

X _____

Notary Public Signature

Notary Seal

OFFICIAL SEAL
JOSEPH M. BODZIOCH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 7, 2024

Note: The above information is subject to verification prior to the award of the Contract. If a Contract is awarded, Cook County reserves the right to independently monitor compliance with the Green Construction Ordinance. Any false statements may subject the Prime Contractor to penalties, cost recovery and remedies set forth in Section 30-131.

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

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SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

(none)

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☑ No: ☐

b) If yes, list business addresses within Cook County:

18100 South Indiana Avenue, Thornton, IL 60476

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☑ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 29-34-300-011-000

18100 South Indiana Avenue, Thornton, IL 60476

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☐ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✔] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [ ] Original Statement or [ ] Amended Statement

Identifying Information:

Name Gallagher Asphalt Corporation

D/B/A: _____ FEIN # Only: 36-2061280

Street Address: 18100 South Indiana Avenue

City: Thornton State: IL Zip Code: 60476

Phone No.: (708) 877-7160 Fax Number: _____ Email: jgallagher@gallagherasphalt.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): F-1224-240-9

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✔] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Charles J. Gallagher	62184 Carloton Drive, Cassopolis, MI 49301	50%
Daniel J. Gallagher	1464 Olive Road, Homewood, IL 60430	50%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [✔] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Charles J Gallagher	62184 Carloton Dr., Cassopolis, MI 49301	Chairman	
Daniel J Gallagher	1464 Olive Road, Homewood, IL 60430	CEO	
Jonathan P. Gallagher	1611 W. Division St, Apt 703, Chicago, IL 60430	Vice President	
William R. Gallagher	1464 Olive Road, Homewood, IL 60430	Secretary	
Christopher J. Gallagher	1329 N. Greenview Ave, Ste 1, Chicago, IL 60642	Treasurer	
James Trost	11350 McKenna Drive, Frankfort, IL 60423	President	

Declaration (check the applicable box):

[✔] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Jonathan Gallagher
Name of Authorized Applicant/Holder Representative (please print or type)

Vice President
Title

Signature

1/25/2023
Date

jgallagher@gallagherasphalt.com
E-mail address

(708) 933-3343
Phone Number

Subscribed to and sworn before me
this 25th day of January, 2023.

My commission expires:

x
Notary Public Signature

10/21/2023
Notary Seal

OFFICIAL SEAL
KRISTIN D MANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/21/23

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Gallagher Asphalt Corporation

Address of Person Doing Business with the County: 18100 South Indiana Avenue, Thornton, IL 60476-1299

Phone number of Person Doing Business with the County: (708) 877-7160

Email address of Person Doing Business with the County: jgallagher@gallagherasphalt.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Jonathan Gallagher, Vice President (708) 933-3343

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

Contract #2311-12020

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 14,196,889.90

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Raffi Saraffian, Chief Procurement Officer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jennifer (Sis) Killen, Superintendent, Department of Transportation and Highways

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
none			

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
none			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
none			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
none			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
none			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
none			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient Jonathan Gallagher, Vice President

1/25/2023
Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2311-12020

County Using Agency (requesting Procurement): Cook County Department of Transportation & Highways

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Gallagher Asphalt Corporation

Substantial Owner Complete Name:

FEIN#: 36-2061280

[redacted]

E-mail address: dan@gallagherasphalt.com

Street Address: 18100 South Indiana Avenue

City: Thornton State: IL Zip: 60476

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 1/25/2023

Name of Person signing (Print): Daniel Gallagher Title: CEO

Subscribed and sworn to before me this 25th day of January, 20 23

X _____ 10/21/2023

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
KRISTIN D MANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/21/23

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit**.

I. Contract Information:

Contract Number: 2311-12020

County Using Agency (requesting Procurement): Cook County Department of Transportation & Highways

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Gallagher Asphalt Corporation

Substantial Owner Complete Name: Charles J. Gallagher

FEIN# 36-2061280

[redacted]

E-mail address: charlie@gallagherasphalt.com

Street Address: 18100 South Indiana Avenue

City: Thornton State: IL Zip: 60476

[redacted]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No — There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No — Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No — Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No — Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 1/25/2023

Name of Person signing (Print): Charles J. Gallagher Title: Chairman

Subscribed and sworn to before me this 25th day of January, 2023

x _____ 10/21/2023

Notary Public Signature — Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

OFFICIAL SEAL
KRISTIN D MANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/21/23

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Gallagher Asphalt Corporation	James Trost
Corporation's Name	President's Printed Name and Signature
(708) 877-7160	jtrost@gallagherasphalt.com
Telephone	Email
William Gallagher	1/25/2023
Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

Gallagher Asphalt/ K-Five Construction Corp. JV	Jonathan Gallagher
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
1/25/2023	(708) 877-7160 jgallagher@gallagherasphalt.com
Date	Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email

Subscribed and sworn to before me this
25th day of January, 2023.

Kristin D. Mann
Notary Public Signature

My commission expires:
10/21/2023
Notary Seal

OFFICIAL SEAL
KRISTIN D MANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/21/23

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

GALLAGHER ASPHALT

PAVING CONTRACTOR
ASPHALT PAVING MIXTURES
HOT-IN-PLACE ASPHALT RECYCLING

18100 South Indiana Avenue
Thornton, IL 60476-1299
708.877.7160 ◆ Fax: 708.877.5222
www.gallagherasphalt.com

CERTIFICATE OF AUTHORITY

The undersigned, James F. Trost, hereby certifies that he is the duly elected, qualified President of GALLAGHER ASPHALT CORPORATION, a Delaware corporation, with its principal place of business at 18100 South Indiana Avenue, Thornton, Illinois; that he has in his care and custody the corporate minute book and corporate seal of said corporation, and that the Board of Directors of said corporation on the 1st of June, 2025 executed a Consent of Directors of Gallagher Asphalt Corporation in Lieu of Annual Meeting pursuant to which the following resolution electing officers of the said corporation was duly adopted:

RESOLVED, that the following named individuals are elected to the offices set opposite their respective names to serve until the next annual Directors meeting or until their respective successor shall be elected and shall have qualified:

Chairman of the Board	Charles J. Gallagher
Chief Executive Officer	Daniel J. Gallagher
President	James F. Trost
Secretary	William Gallagher
Treasurer	Chris Gallagher
Vice President	Jeffrey L. Kolmodin
Vice President	Jonathan Gallagher
Chief Financial Officer	Stuart Cairo
Asst. Secretary	Donald R. Gallagher
Asst. Treasurer	Jonathan Gallagher

The undersigned, James F. Trost, further certifies Section 7, Section 8, and Section 9, as here pertinent, of the By- Laws of the said Gallagher Asphalt Corporation provide as follows:

SECTION 7: The President...shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

SECTION 8: In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in

GALLAGHER ASPHALT

PAVING CONTRACTOR
ASPHALT PAVING MIXTURES
HOT-IN-PLACE ASPHALT RECYCLING

18100 South Indiana Avenue
Thornton, IL 60476-1299
708.877.7160 ◆ Fax: 708.877.5222
www.gallagherasphalt.com

the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

SECTION 9: The Secretary shall attend all meetings of the Board of Directors and all meetings of the Stockholders and record all the proceedings of the meeting of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or a Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

The undersigned, James F. Trost, further certifies that the above referred to Resolution and By-Laws are and remain in full force and effect and that the officers of the said corporation are duly acting and carrying out the duties of their office.

IN WITNESS WHEREOF, the undersigned, James F. Trost, has executed this Certificate and has affixed hereto the corporate seal of said corporation, this 1st day of July, 2025.

James F. Trost, President
Gallagher Asphalt Corporation

GALLAGHER ASPHALT CORPORATION
CORPORATE SEAL
1958
DELAWARE

(Corporate Seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2026

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 708-845-3000 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@thehortongroup.com
INSURED GALLASP-01 Gallagher Asphalt Corporation K-Five Construction Corporation / JV 18100 S. Indiana Ave. Thornton IL 60476	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Allied World Insurance Company — 22730 **INSURER C :** Berkley Assurance Company — 39462 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 637493301 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GLO1027231	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP1027232	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	03113145	5/1/2026	5/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC1027230	5/1/2026	5/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional/Pollution			PCAB-5031175-0526	5/1/2026	5/1/2027	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only if required by written contract with a named insured. Waiver of subrogation is included for the general liability, auto and workers compensation only if required by written contract. Umbrella follows form. Per project aggregate applies when required by written contract.
Cook County Procurement Contract No.: 2311-12020 Section No. 22-PRPS1-00-PV 2022 Pavement Rehabilitation Program – South Corridors Package 1
GACO Job #: 23801GE Cook County HD – 2022 Pavement Rehab Program
Additional Insured: Cook County, Cook County Division of Transportation and Highways, Gallagher Asphalt/ K-Five Construction Corp. JV, K-Five Construction Corporation

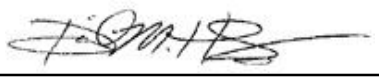
CERTIFICATE HOLDER

Cook County
118 N. Clark Street, Room 1018
Chicago IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP1027232	Effective Date: 05/01/2026

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO1027231	Effective Date: 05/01/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO1027231	05/01/2026	05/01/2027		30319000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-26** Policy No. **WC 1027230** Endorsement No.

Insured **GALLAGHER ASPHALT CORP., ETAL** Premium $ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

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