

RESOLUTION NO. 21393

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4328 for Landscape Planting Improvements on the Veteran's Memorial Tollway (I-355) from Milepost 0.0 (I-80) to Milepost 2.65 (Bruce Road). The lowest responsible bidder on Contract No. RR-17-4328 is Semper Fi Yard Service, Inc. in the amount of \$1,689,804.76.

Resolution

Contract No. RR-17-4328 is awarded to Semper Fi Yard Service, Inc. in the amount of \$1,689,804.76, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by



Chairman

RETURN WITH BID

SMALL BUSINESS SET-ASIDE

IMPORTANT
BID ADDENDUM
ENCLOSED

CONTRACT RR-17-4328

BID OPENING

OCTOBER 3, 2017

10:30:00 AM

ORIGINAL

LANDSCAPE PLANTING IMPROVEMENTS

**VETERANS MEMORIAL TOLLWAY (I-355)
MILE POST 0.0 TO MILE POST 2.65**



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

**ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-17-4328
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: September 18, 2017

For which proposals that will be received by the Illinois State Toll Highway Authority at its office at 2700 Ogden Avenue, Downers Grove, Illinois until 10:30:00 a.m. local time, **October 3, 2017**.

NOTICE OF REVISION TO CONTRACT

NOTES:

1. Agenda, minutes and sign-in sheet from the September 12, 2017 Pre-Bid Meeting are included in the Addendum
2. The questions received after the Tollway Design Contract RR-17-4328 Optional Pre-Bid Meeting on September 12, 2017 and Tollway responses.

END OF ADDENDUM CHANGES



Capital Program

MEETING AGENDA

MEETING PURPOSE: Pre-Bid Meeting, Contract RR-17-4328

MEETING DATE: September 12, 2017 **Project:** I-11-4032

TIME: 1:00 p.m.

CHAIRPERSON: Alicia Pitlik, Tollway

LOCATION: Tollway Administration Building, Conference Room 175 - Court Room

1. Introductions

2. Project Description

The Project consists of the installation of approximately 5,000 trees and shrubs within open space along the Veterans Memorial Tollway (I-355). Work also consists of providing three years of maintenance and monitoring of the installed trees and shrubs to ensure survival of the plantings. The project is between Mile Post 0.0 and Mile Post 2.65 in Will County, Illinois.

3. Special Items to note:

- a. Coordination with other contractors – SP 106.8
- b. Coordination with utilities (G4S – Fiber, and potentially others)
- c. Insurance per S.P. 107
- d. Qualification requirements as specified in S.P. 126. Evidence of large scale planting projects and long term maintenance and monitoring
- e. Partial Payment per special provisions
- f. Planting Details and ground preparation are not typical IDOT/Tollway standards, see plans and special provisions.
 1. Planting locations shown on plans are approximate, field staking by the Contractor for approval by the Engineer.
 2. Contractor will be required to acquire biosolids from MWRD or equal source.
- g. Planting Woody Plants does not follow typical IDOT or Tollway Standards
 1. Separate pay items for ground preparation, watering, preseed herbicide, biosolids, etc, per special provisions
- h. Seeding supply should be sourced within 300 miles of project site
- i. Extended plant management, monitoring and watering requirements per special provisions
- j. Maintenance of traffic is "daily" regardless how many set ups/take downs are completed
- k. Access to work areas-access through Tollway property only
- l. Small Business Set Aside



Capital Program

MEETING AGENDA

4. Project Schedule

- a. Bid Opening – October 3, 2017
- b. Board Meeting – October 26, 2017
- c. Notice to Proceed – December 22, 2017
- d. Substantial Completion – June 1, 2019 per specs
- e. Contract Completion – July 29, 2022

5. Revisions to Contract/Addendums

- a. Addendum 1 will be issued with minutes of this meeting, any further questions and any further revisions.

6. List of Bidder Questions submitted to date

- a. Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Alicia Pitlik, e-mail: apitlik@getipass.com to be received no later than 2:00 PM local time on September 21, 2017, as stated on page A-1 Advertisement for seal Bids.

7. Other Items or Questions

- a. All bids MUST include Disclosures and Certifications otherwise the bid will be deemed non-responsive. See the section of the construction contract book, volume 1 titled INSTRUCTIONS AND INFORMATION TO BIDDERS for additional information.



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4328

MEETING DATE/TIME: September 12, 2017 1:00 p.m.

CHAIRPERSON: Alicia Pitlik

LOCATION: Tollway Administration Building, Conference Room 175

ISSUE DATE: September 13, 2017

PREPARED BY: Jedd Anderson – Christopher B. Burke Engineering, Ltd.

DISTRIBUTE TO: Attendees per attached Sign-In Sheet

MEETING MINUTES

Item	Description	Responsibility	Due Date
1.0	Introductions & Roles Introductions of Tollway/Engineering Team were briefly stated	N/A	N/A
2.0	Project Description Alicia read the project description and work items that are part of the 4328 Contract.	N/A	N/A
3.0	Special Items of Note <ul style="list-style-type: none">a. Contractors were recommended to review S.P. 106.8 closely regarding coordination with other contractors during all phases of work.b. Contractors were notified of the presence of fiber optic and other utility lines within the project area and directed to identify the locations of all utilities prior to earth disturbing activities and to follow the details for working near utilities, as shown in the plans.c. Contractors directed to review S.P. 107 regarding modifications to the insurance requirements. Mr. Mark Thomas from Illinois Tollway clarified the following: The insurance requirements for construction contracts can be found on the Illinois Tollway website in the Illinois Tollway Supplemental Specifications to the IDOT Standard Specifications for Road and Bridge Construction (Issued May 1, 2017). Any changes to the standard	Alicia Pitlik	September 14, 2017



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4328

MEETING DATE/TIME: September 12, 2017 1:00 p.m.

	<p>insurance requirements are typically found in contract book Volume II Special Provisions, in article S.P. 107 Insurance. Revisions made for contract RR-17-4328 are (1) deletion of the requirement for Builders Risk insurance, and (2) a reduction in required minimum limits for Excess/Umbrella Liability insurance to not less than \$10,000,000 each occurrence and aggregate per project.</p> <ul style="list-style-type: none">d. Contractors were directed to review S.P. 126 to make sure they understand there are some minimum qualifications that must be met to qualify for submittal of a proposal.e. Contractors were directed to review the "Partial Payment" special provision on page J-25 in Volume II.f. Contractors were directed to carefully review the "Planting Woody Plants" Special Provision due to the unique planting, maintenance and monitoring requirements of the project. Contractors were reminded that native seed shall be sourced from genotypes within 300 miles of the project area.g. Contractors were directed to carefully review the extended plant care maintenance and monitoring requirements of the contract.h. Contractors were directed to carefully and review the "Maintenance of Traffic" requirements. MOT will be paid Daily regardless of the number of setups and takedowns completed each day.i. Access to planting areas was discussed. The assumption is that all planting areas can be accessed from within Tollway ROW.j. Ms. Deanna Dinkel from the Illinois Tollway gave the following clarification: from the Illinois Tollway described small business requirements and registration. Contractor must be registered as small business prior to bidding. The contract		
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Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4328

MEETING DATE/TIME: September 12, 2017 1:00 p.m.

	has workforce participation goals of 19.6% for minorities and 6.9% for women. Certified payrolls required every two weeks to verify goals are being met. If goal can't be met, contractor required to document efforts made to hire minorities & women and explain why goal was not met.		
4.0	<p>The project schedule was presented to meeting attendees. The schedule was provided on the Pre-Bid meeting agenda which was distributed to all attendees.</p> <ul style="list-style-type: none"> a. Bid Opening Oct 3, 2017 b. Board Meeting Oct 26, 2017 c. Notice to Proceed Dec 22, 2017 d. Substantial Completion June 1, 2019 e. Contract Completion July 29, 2022 		
5.0	Attendees were told that all questions regarding this Contract should be sent to Alicia Pitlik of the Tollway before 2:00 p.m. on September 21, 2017.		
7.0	<p>Questions and Open Discussion</p> <p>Attendees were reminded to review Volume I of the Contract documents to make sure they include all required paperwork so that their submittals will not be rejected over a technicality.</p> <ul style="list-style-type: none"> a. Joe Puthen of Alert Essentials asked if there is a performance bond requirement for this contract. Alicia stated that the Tollway will review and confirm the requirement. The Volume I Required Documents page U-1 shows the performance bond required. b. Mr. Puthen asked if a site tour can be provided. Team responded that the site can be viewed from looking at the plan sheets for the project, driving the Illinois Tollway (at the posted speed limit), or by using Google Earth, or a permit could be acquired from the Illinois Tollway to access sites. The permit application process is at www.ilinoistollway.com under "Doing Business", "Permits and Utility Information", in a link called 		



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4328

MEETING DATE/TIME: September 12, 2017 1:00 p.m.

	<p>"Permit Application". A formal tour of the planting areas will not be provided by the Tollway.</p> <ul style="list-style-type: none">c. Mr. Puthen asked how many planting areas there are on the plans. Team responded that there are approximately 41 dense tree planting areas, 11 scattered tree planting areas and 4 living snow fence planting areas.d. Mr. Puthen asked how many awards there will be for this contract. Alicia responded that there will be one award.e. Mr. Puthen asked how big of an area this project covers. Jedd responded that nearly 16 acres of area is covered by this project. Jedd re-emphasized that this contract was for the planting of approximately 5,000 trees and shrubs.f. Mr. Puthen asked if this contract is different than 4329 and 4330? Jedd stated they all use similar plans and specifications. However, this planting contract is different from a typical Tollway contract due to the unique planting, maintenance and monitoring requirements.g. Mr. Puthen asked about worker safety. Jedd explained that the contractors will be required to follow Illinois Tollway Contractor Manuals will be followed. protocols and that all workers will be required to wear proper Personal Protective Equipment (PPE).h. Mr. Puthen asked if the Illinois Tollway is providing the trees and shrubs. Jedd explained that the contractors are responsible for acquiring, installing and maintaining all trees and shrubs.i. Mr. Puthen asked when the third tree planting contract will be posted. Alicia stated that the third posting is scheduled for this week on Thursday September 14th.j. Mr. Puthen asked if labels should be kept on the trees. Jedd explained that		
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Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4328

MEETING DATE/TIME: September 12, 2017 1:00 p.m.

	<p>yes, they should be retained so that they can be tracked and inventoried.</p> <p>k. Mr. Puthen asked about The Morton Arboretum's involvement in the project. Jedd explained that they served an advisory role and assisted in preparation of the tree and shrub installation special provisions.</p> <p>l. LaVerne Hall of CANDO asked a question regarding the Partial Payment Special Provision. Team directed her to refer to the Special Provision for "Partial Payment" on page J-25 in Volume II.</p> <p>m. Ms. Hall asked a question as to whether Mobilization is a pay item. The team confirmed that Mobilization is a pay item.</p> <p>n. Joyce Gye of S&M Plow asked if hardcopies of the plans and special provisions are available. Team responded that pdfs are located on the Illinois Tollway's Plan Room website and that if need be the contractors may contact the Plan Room Staff directly to coordinate acquisition of hardcopies.</p> <p>o. Ms. Gye asked if the Illinois Tollway will inspect tree quality prior to delivery. Jedd explained that in the "Planting Woody Plants" Special Provision there is a requirement for the Contractors to coordinate with the Engineer which suppliers will be used so the he or she may visit the vender and evaluate the material in advance of shipping.</p> <p>p. Miguelle Alfaro of American Landscape Group and Matt Kunkle of Sark Enterprises asked about sourcing of material, and the possibility for substitutions. Jedd Anderson explained that the contract provided a list of potential suppliers in the special provisions and that many of those listed were contacted and determined that there is availability. Jedd stated that it is likely that 2 or more suppliers may be needed to obtain all the trees.</p>		
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Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4328

MEETING DATE/TIME: September 12, 2017 1:00 p.m.

	<p>Regarding substitutions Jedd explained there will be a process, but there is a strong recommendation to find those listed on the plans.</p> <p>q. Mr. Alfaro asked if height of tree was critical based on pot size. Jedd confirmed that the height shall meet the heights listed with pot sizes in the Special Provisions.</p> <p>r. Matt Kunkle of Sark Enterprises asked if the Illinois Tollway standard drawings are applicable to this contract. They are applicable. Jedd stated they are in the plans as a reference. There are no locations where fence removal is noted. The ROW fence standard is provided in case the Contractor decided to access the area from adjacent property. Where the ROW fence will be removed and reinstalled according to the standard. If after gaining approval from all stakeholders, and fence removal is completed, then the standards will be applicable.</p> <p>s. Mr. Kunkle asked if the tree installation standard drawings are applicable. Jedd stated that the Illinois Tollway standard drawings are applicable along with the Details provided in the Plan Drawings.</p> <p>t. Mr. Kunkle and Mr. Alfaro had asked about whether or not hand labor was required near the utility lines. Jedd stated that once the utility line location has been identified in the field and the zone 10 feet wide to either side is located, normal work may proceed. The key is that the 20-foot-wide corridor is off-limits to any excavation. The Contractors will work through the Illinois Tollway's online utility location process for all of the planting project locations as well as the utility locating process for all other utilities. Jedd stated that planting locations in the plans are approximate and may need to be field adjusted and</p>		
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Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4328

MEETING DATE/TIME: September 12, 2017 1:00 p.m.

	<p>coordinated with the Engineer, especially with respect to existing fiber optic lines.</p> <ul style="list-style-type: none">u. Mr. Kunkle asked about the limits of mowing. Jedd explained that limits of all maintenance including mowing is confined to the interiors of the polygons. Illinois Tollway maintenance crews will continue to maintain all areas outside of the identified planting areas.v. Riao Herrera of Allied Landscape asked about the requirement to GPS locations of plantings. Jedd confirmed that the locations do need to be GPS'd and placed on drawings as a record of installation. The Contractor can use a sub-contractor to assist if they do not have the equipment or software needed. The Illinois Tollway will provide the CAD files for the project and the GPS data can be added to those drawings.		
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Please notify the preparer of any corrections and/or clarifications within 5 business days.

Next Meeting Date: N/A



Sign In Sheet

MEETING PURPOSE: PreBid Meeting

MEETING DATE: September 12, 2017

MEETING TIME: 1:00 PM

CHAIRPERSON: Alicia Pitlik - ISTHA

LOCATION: CA - Room 175 Project# RR-17-4328

ATTENDEES:

NAME	TITLE	COMPANY / ORGANIZATION	PHONE NUMBER	Email Address
1. Roger Wiese	President	Cardinal State LLC	630-320-9257	rogerw@cardinalstateill.com
2. Matt Kunkle	Foreman	SARK ENTERPRISES LLC	847-815-5535	SARKENTERPRISES LLC@gmail.com
3. Stephanie McDermott	Project Coordinator	McInty Bros. Inc	847-526-9322	Smcdermott@mcintybros.com
4. Dr. Joe Puthen	President	Alert Essentials Inc	(630) 854-	Jputhen@AlertIT Solutions Inc
5. Dr. Joe Puthen		(CDISA) Alert IT Solutions Inc	3762	Jputhen@AlertIT Solutions Inc
6. Bryan Wagner	Env	Tollway	130 241 6300 x 3872	bwagner@getipass.com
7. Deanna Dintel	Diversity	Tollway	x 3295	ddintel@getipass.com
8. Nabil Fahoum		AECOM	630-225-4416	nabil.fahoum@aecom.com
9. MIGUEL ALFARO	SALET ESTIMATOR	AMERICANA LANDSCAPE GROUP	847-815-6743	miavelle@americanlandscape.com
10. Mark Thomas	Court. Inv	ISTHA	x 4474	mthomas@getipass.com
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Sign In Sheet

MEETING PURPOSE: PreBid Meeting
 MEETING DATE: September 12, 2017
 MEETING TIME: 1:00 PM
 CHAIRPERSON: Alicia Pitlik - ISTHA
 LOCATION: CA - Room 175 Project# RR-17-4328

ATTENDEES:

NAME	TITLE	COMPANY / ORGANIZATION	PHONE NUMBER	Email Address
1. Jeff Schneberg	BA	Tollway	X3939	jeff.schneberg@getty.com
2. Pete Knysz	ENV	CBBFL	847 823-0500	pknysz@cbbel.com
3. Jed Anderson	VP	CBBFL	847 823-0500	jed@cbbel.com
4. Lawrence Hall	Pres.	CANDO	312 810-0883	lhall@TOLLWAYTRUST.COM
5. Eugene Scroggs	consultant	O'Wallace Landscaping		
6. Rino Herrera	Sr. ESTIMATOR	ALLIED LANDSC.	815-722-3924	allied@allied-landscaping.com
7. Joyce Gye	President	SM Plow Corp.	773-453-5251	joyce@smplowcorpchicago.com
8. AARON P. JONES	President	American Veteran Industries	815.838.4200	aaron@avi.veterans.com
9. Brian Beary	President	Beary Landscaping	815.838.4144	bbeary@bearylandscaping.com
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RESPONSES TO REQUEST FOR INFORMATION RECEIVED FROM PLANHOLDERS

Question No. 1: In Volume 1- under Instructions and Information to Bidders , on page I-1 item2 reads: ".....The bidder shall also inspect in detail the site of the proposed work, investigate and become familiar with all conditions affecting the contract, and the detailed requirements of construction. Bidders will be held responsible for having done so. ".
This item was not addressed properly at the meeting. Since our company is interested in bidding for this project, can you please advise us how you plan to help us meet this requirement before we submit our bid, allowing us to inspect all locations needing landscape planting improvements?

Answer No. 1: The site can be viewed from looking at the plan sheets for the project, driving the Illinois Tollway (at the posted speed limit), or by using Google Earth, or a permit could be acquired from the Illinois Tollway to access sites. The permit application process is at www.ilinoistollway.com under "Doing Business", "Permits and Utility Information", in a link called "Permit Application". A formal tour of the planting areas will not be provided by the Tollway.

Question No. 2: On the Landscape Planting Improvement Project (RR-17-4328), is there a specific specification for the soil amendments that can be used?

Answer No. 2: Refer to the Special Provisions Volume II pages J-32 and top of J-33 to find the source of where to acquire the of the soil amendment.

TABLE OF CONTENTS

VOLUME I

PART I: Instructions

Bid Schedule and Information	SBSA A-1
New Notice – Small Business Set-Aside	NN-1
Construction Bid Check List	CL-1 thru CL-2
Naming Convention for Construction Bid Attachments	E-1 thru E-3
Instruction and Information to Bidders	I-1 thru I-10

PART II: Bid Requirements

Prevailing Wage	1 thru 22
Proposal	P-1 thru P-14
Bid Bond (Insert after P-Pages)	
Forms A or Forms B Disclosures	N-1 thru N-2
Responsible Bidder Affidavit	PA-1
Bidder Preferences	R-1, R-2
Bidder List of Individual Contacts	R-3
Affidavit	R-4
Current Contractual Obligations	S-1
Equal Employment Opportunity Program	EEO-1 thru EEO-6
Earned Credit Program	ECP-1 thru ECP-7
Illinois Tollway Standard Business Terms and Conditions	TC-1 thru TC-9

PART III: Contract Requirements

Contract Bond Agreement	T-1 thru T-5
Performance Bond	U-1, U-2
Payment Bond	V-1, V-2
Insurance	

PART I - INSTRUCTIONS

Bid Schedule and Information

SBSA A-1

New Notice – Small Business Set-Aside

NN-1

Construction Bid Checklist

CL-1 thru CL-2

Naming Convention for Construction Bid Attachments

E-Bidding Version 1.0

Instruction and information to Bidders

I-1 thru I-10

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-17-4328

SMALL BUSINESS SET-ASIDE

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, October 3, 2017, at which time the Bids will be opened and the bids read aloud.

The Illinois Tollway has begun accepting electronic bids. Vendors are encouraged to participate in the electronic bidding program on the Illinois Tollway's web based program management system. An electronic bidding authorization code is required before an electronic bid can be submitted. The electronic bidding authorization form is included within this contract book as page **E-3**. **The links to the electronic bid package and e-Bidding training videos are located at: www.illinoistollwaybidding.com**, in the details section under the above contract number.

An **optional pre-bid meeting** is scheduled for September 12, 2017 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 1:00 p.m.

The work to be done under this Contract shall be started on or about December 22, 2017. All work under this Contract shall be completed by July 29, 2022.

The work under this Contract shall consist of: installation of trees and shrubs within open space along the Tollway. Work also consists of providing 3 years of maintenance and monitoring of the installed trees and shrubs.

The work under this Contract is to be performed on: the Veteran's Memorial Tollway (I-355) between Mile Post 0.0. and Mile Post 2.65 in Will County, Illinois.

Bidders are also required to be registered, or submit evidence of application, with the Illinois Department of Human Rights (IDHR).

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, proposal forms and other Contract Documents for this Contract are available from BHFx Digital Imaging, and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwaybidding.com. Copies of the 2017 Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (2016) can be purchased directly from BHFx Digital Imaging. The 2017 Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2016, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from BHFx Digital Imaging. Copies are in a portable document format (PDF). **Bidders with questions or in need of assistance in purchasing Contract Documents are to contact a BHFx Digital Imaging, Customer Service Representative at 630-393-0777, ask for the Plan Room.**

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Alicia Pitlik e-mail: apitlik@getipass.com, to be received no later than 2:00 p.m. local time on September 21, 2017.

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

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

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

DATE: August 31, 2017

NEW NOTICE

Small Business Set-Aside Program (SBSP)

This contract is subject to the Small Business Set-Aside Program (SBSP) as defined under Section 45-45 of the Illinois Procurement Code (30 ILCS 500/45-45).

Only those bidders who qualify as a small business under the Code may bid on this contract. For purposes of this contract, a small business is defined as a business that is independently owned and operated, is not dominant in its field of operation, and meets the required size status and sales limitations.

A business is considered "not dominant in its field of operation" if it does not exercise a controlling or major influence in a kind of activity in which a number of business concerns are primarily engaged. When computing the size status of a bidder, annual sales and receipts of the bidder and all of its affiliates shall be included, subject to the following limitations:

- (1) No wholesale business is a small business if its annual sales for its most recently completed fiscal year exceed \$13,000,000.
- (2) No retail business or business selling services is a small business if its annual sales and receipts exceed \$8,000,000.
- (3) No manufacturing business is a small business if its annual sales for its most recently completed fiscal year exceed \$13,000,000 (wholesale) or employs more than 250 persons.
- (4) No construction business is a small business if its annual sales and receipts exceed \$14,000,000.

*****Attention Small Business Set-Aside Vendors*****

Note: A bidder must be qualified as a small business by the Small Business Set-Aside Program at the time bids are due in order for their bid to be evaluated. For complete requirements and to register a bidder's business in the Small Business Set-Aside Program, visit (<http://www.ipg.vendorreg.com>).

If a bidder is not registered in the Illinois Procurement Gateway (IPG), then its bid will be deemed non-responsive.

Failure of the bidder to meet the Small Business Set-Aside definition or to submit evidence of registration in the State of Illinois Program at the time of bid shall cause the bid to be deemed as non-responsive.

Please register in the Illinois Procurement Gateway (IPG) at (<https://ipg.vendorreg.com>).

- * Click on vendor registration (right side of page)
- * Click on "create vendor account" or log in if you already have an account.
- * Once account is created, log into the Illinois Procurement Gateway.
- * Next, click on Start/Renew Vendor Registration in upper right hand corner.
- * Under Available Vendor Registrations (left side), click on State of Illinois Vendor Registration.
- * Complete all fields and submit for review/qualification.

Assistance with the Illinois Procurement Gateway may be obtained by emailing eec.ipg@illinois.gov or calling 217.782.1270.

Questions?

If you have questions, please contact David Littrell, Small Business State Purchasing Officer at EEC.SmallBusiness@Illinois.gov

Construction Bid Check List

Required Documents	Reference Volume I	Comments and Important Information		Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more)	Section N	Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	If a Joint Venture, must be submitted for each Joint Venture Partner	
Optional Earned Credit Program (ECP) Certificates	Section I #27 ECP	If ECP is utilized, ECP Certificates are required in bid submittal See Earned Credit Special Provision for additional information		
Bid - "P" pages along with Addendum noted on P-1	Section I #4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.		
Bid Bond, Signature and Corporate Seal	P-2 and P-3	If a Joint Venture, Bid Bond must be in the name of the Joint Venture. Signature and Corporate Seal page (last) must be submitted for each Joint Venture Partner.		
Preferences, Contacts and Affidavit	Section R	If a Joint Venture, must be submitted for each Joint Venture Partner.		
Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing	Section I #9	If a Joint Venture, must be submitted for each Joint Venture Partner.		
Illinois Dept. of Human Rights (IDHR)	A-1 Section I #25	IDHR # or submit evidence of application		
Current Contractual Obligations	Section S	If a Joint Venture, submit for each Joint Venture partner.		

Construction Bid Check List

Tollway Standard Terms & Conditions	Section TC	If a Joint Venture, must be submitted for each Joint Venture Partner	
Responsible Bidder Affidavit PA-1 signed and Notary Seal	Section I #34	If a Joint Venture, must be submitted for each Joint Venture Partner	
State Board of Election (BOE)	Section I # 24	If a Joint Venture, must be submitted for each Joint Venture Partner	

Agreement (Section T), Performance Bond (Section U) and Payment Bond (Section V) are not required with the bid.

Offeror should use this checklist to ensure that all required documents are completed and included with its bid.

e-Bidding

Naming Conventions for Construction Bid Attachments

Please follow these naming conventions for submitting your attachments.

The naming convention examples assume the following:

Contract number = I-15-1234R,

Contractor = ABC Construction Company

Date = March 25, 2015

- 1.) **Bid Guaranty - Bid Bond or Cashier's Check** (See section 102.09 of the Supplemental Specifications)
 - a. BG_1234R_ABCCo_03252015
- 2.) **IDHR Registration** (or evidence of registration) (See items 9 and 26 of Instructions and Information to Bidders)
 - a. IDHR_1234R_ABCCo_03252015
- 3.) **Financial Disclosures (Forms A or B)** (See page N-1 & N-2)
 - a. FD_1234R_ABCCo_03252015
- 4.) **Current Contractual Obligations** (Page S-1)
 - a. CO_1234R_ABCCo_03252015
- 5.) **Standard Terms & Conditions**
 - a. STC_1234R_ABCCo_03252015
- 6.) **Earned Credit Program (ECP) Vouchers**
 - a. ECP_1234R_ABCCo_03252015
- 7.) **Responsible Bidder Affidavit** (Page PA-1)
 - a. RBA_1234R_ABCCo_03252015
- 8.) **Affidavit** (Page R-4)
 - a. AF_1234R_ABCCo_03252015
- 9.) **Bid – First Page P-1 with Addendum Acknowledgement P-2 through P-4**
 - a. PP_1234R_ABCCo_03252015
- 10.) **Board of Elections Certificate**
 - a. BOE_1234R_ABCCo_03252015
- 11.) **Secretary of State Certificate of Good Standing**
 - a. CGS_1234R_ABCCo_03252015



New Security Key Request

A security key is required to submit an electronic bid on Illinois Tollway construction solicitations. This key is unique to each company/bidder and must be obtained prior to submitting a bid. The individual submitting the bid must input the key immediately prior to online bid submission.

Each firm is responsible for controlling the distribution of this key within the firm and ensuring only authorized staff can submit a bid on behalf of the company. The Tollway will verify that the correct key was used for bid submission upon opening the electronic bids. Use of an incorrect security key may cause the bid to be deemed as non-responsive.

To request a security key, complete the fields below and return to the Tollway's e-Builder Administrators at ebuilder@getipass.com. You will receive a key in approximately 2 business days. Please be sure to allow enough time to request and receive your key when preparing a bid submission.

Please note the form below asks for the names of the individuals authorized to seek a new key code if for any reason a new key is required. Those individuals must sign this form as well as the replacement key form at the time of request.

Date requested: _____

Requested by
(Print name): _____

(Print title): _____

(Signature): _____

Company: _____

Telephone: _____

Email: _____

Individuals authorized to request replacement key:

Name: _____ Signature: _____

Disclaimer: All requests are subject to review by the e-Builder Administrator.



Replacement Security Key Request

A security key is required to submit an electronic bid on all Illinois Tollway construction solicitations.

Each firm is responsible for controlling the distribution of this key within its firm and ensuring only authorized staff can submit a bid on behalf of the company. The Tollway will verify the correct key was used for bid submission upon opening of the electronic bids. Use of an incorrect registration key may cause the bid to be deemed as non-responsive.

To request a replacement security key, complete the fields below and return to the Tollway's e-Builder Administrators at ebuilder@getipass.com. You will receive a key in approximately 2 business days. Please be sure to allow enough time to request and receive your key when preparing a bid submission.

Date requested: _____

Requested by (Print name): _____

(Print title): _____

(Signature): _____

Company: _____

Telephone: _____

Email: _____

Reason for Replacement: _____

Disclaimer: All requests are subject to review by the e-Builder Administrator.

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. ADVERTISEMENT FOR BIDS

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

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

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

3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)

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

4. SCHEDULE OF PRICES

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

5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS

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

6. PROPOSAL GUARANTY

The bidder is required to furnish a Bid Guaranty in accordance with the provisions of Article 102.09 of the Tollway Supplemental Specifications.

7. WAGE STIPULATIONS

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors awarded certain service contracts to pay service workers no less than the general prevailing wage rate of hourly wages (hourly cash wages plus amount for fringe benefits in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor's web site for revisions to prevailing wage rates. For information regarding current

prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements and notice and record keeping duties.

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

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

AMENDMENTS TO PREVAILING WAGE LAW

Effective January 1, 2012, the Prevailing Wage Act has been amended. Below is a summary of some of the important changes that may affect you:

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 10th** of the following month.
- Payroll records must be kept for 3 years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for 4 years with no right to a hearing.

The full text of the Prevailing Wage Act can be found here:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2405&ChapterID=68>

8. NON-COLLUSION AFFIDAVIT

The bidders must complete the Non-Collusion Affidavit furnished with the Solicitation. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option, void this Contract without liability on the part of the Illinois Tollway and in addition, the contractor and its surety or sureties shall be liable to the Illinois Tollway for any and all damages of every nature and description sustained, directly or indirectly, by the Illinois Tollway as a result of entering into Contracts based upon, among other things, the execution of such false affidavit.

9. **AUTHORITY TO TRANSACT BUSINESS IN ILLINOIS**

If the bidder is doing business under an assumed name, it shall be required to furnish, prior to or at the time of submission of its Bid, a certificate of registration and authorization showing that such individual or partnership is registered and authorized to conduct business in Illinois under such assumed name in accordance with Illinois Compiled Statutes, 805 ILCS 405/1, as amended from time to time.

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

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Must attach the Secretary of State Certification with your bid.

11. **TAX EXEMPTIONS**

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

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

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

12. **HAUL ROADS**

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

13. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The bidder is required to acknowledge receipt of any Addenda issued to the bidder by inserting the Addendum number and the issuing date in the space provided in the Solicitation.

14. **AUTHORITY POWER AND FUNDS**

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

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

15. **PAYMENT OF TOLLS**

The Contractor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Tollway that the Contractor has failed to pay any required tolls and

associated fines, the Tollway is authorized to take steps necessary to withhold the amounts of unpaid tolls and fines from any payment due the Contractor by the Tollway and/or other State of Illinois office, department, commission, board or agency.

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **ELECTRONIC BID SUBMISSION**

The Tollway has begun accepting electronic bids. Vendors are encouraged to participate in the electronic bidding program on the Tollway's web based project management system. An electronic bidding authorization code is required before an electronic bid can be submitted. The electronic bidding authorization form is included within this contract book as page **E-3**. The links to the electronic bid package and e-bidding training videos are located at: www.illinoistollwaybidding.com, in the details section under the contract number.

Bidders may submit either electronic or paper bids but should not submit both. However, if the bidder submits both an electronic and a paper bid for the same solicitation, the electronic bid will take precedence.

Proposal Guaranty for Electronic Bidding

Bidders may provide their bid surety with an electronic bid bond, mailed original bid bond, or a cashier's check. A check or mailed bid bond must be received by the Tollway before the date and time of bid opening.

A valid electronic bid bond verification number, mailed bid bond, or guaranty check number must be included with all bid submittals.

Mailed Bid Bonds or Proposal Guaranty Checks:

Cashier's checks and mailed bid bonds must be received by the Tollway prior to the bid opening date and time identified in the solicitation.

See contact information below:

For cashier's checks and mailed bid bonds, the bidder must deliver to the address below:
Illinois Tollway
Attention: Contract Services

2700 Authority Drive
Downers Grove, IL 60515

Note: Make sure to reference the Tollway contract number for which the proposal guaranty is submitted.

***On the Electronic bidding page:
Check the box titled: Proposal Guaranty has been mailed.***

Electronic Bid Bonds:

For electronic bid bonds, the bidder must receive an electronic bid bond from Surety2000 or SurePath (InSure Vision Technologies). Contractors that have annual bid bonds through Surety2000 may use them as they would any other electronic bid bond.

The contact information for the electronic clearing houses that can be used for Illinois Tollway electronic bids are shown below:

Surety2000

- Contact: Lisa Clemens, Vice President
 - Website: www.surety2000.com
 - E-mail: help@surety2000.com
 - Phone: 800-660-3263
- SurePath (InSure Vision Technologies)
- Website: www.insurevision.com
 - Email: support@insurevision.com
 - Phone: 818-783-3460

On the electronic bidding page:

- 1.) Enter the electronic bid bond verification number in the location provided.***
- 2.) Enter the name of the bonding agent (Surety 2000 or SurePath) in the location provided.***

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

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

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

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

21. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Illinois Department of Transportation Procurement Bulletin (www.idot.illinois.gov/doing-business/procurements/index) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

22. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

Protest Review Office Phone:	(217) 494-1856
401 S. Spring Street:	(217) 558-1399 (fax)
Suite 515 Stratton Office Building	
Springfield, IL 62706	
Illinois Relay:	(800) 526-0844

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

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

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

To demonstrate compliance with Public Act 95-0971, bidders shall submit a current copy of the Board of Elections registration certificate with their sealed bids, regardless of whether the bidder chooses to utilize Forms A or Forms B described in Instructions to Bidders, N-1 and N-2. Public Act 97-0895 further amended Public Act 95-0971 to modify automatic disqualification of an entity who fails to submit its Board of Election Certificate, however:

Failure to have registered as a business entity with the State of Illinois Board of Elections prior to the submittal of your bid will result in your bid being considered non-responsive.

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

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

http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx

26. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

27. **EARNED CREDIT PROGRAM**

The Earned Credit Program (ECP) offers contractors and subcontractors a chance to earn bid credits toward future Tollway construction bids when they hire workers from a pool of qualified, pre-screened candidates that includes minorities, women, eligible ex-offenders and exonerated individuals, veterans and other Workforce Innovation and Opportunity Act (WIOA) eligible individuals.

28. **REPORTING OF COMMUNICATIONS WITH VENDORS**

Please note that any written or oral communications received by the Tollway that imparts or requests material information or makes a material argument regarding potential action concerning this procurement shall be reported to the Procurement Policy Board as required by Public Acts 96-0795, 96-0920 and 97-0895. When an oral communication is made by a person required to register under the Lobbyist Registration Act (25 ILCS 170) and received by a State employee, all individuals who initiate or participate in the communication shall submit a written report to that State employee memorializing the communication and for reporting to the Procurement Policy Board. This provision is not intended to prohibit communications with State employees regarding procurement matter, but rather only requires reporting of those communications when they occur.

29. **INITIAL CONTACT INFORMATION**

The Initial Contact Person named on Page A-1 shall be familiar with assembling or obtaining the duly executed documents constituting the contract between the Illinois Tollway and the contractor.

30. **WEB BASED PROJECT MANAGEMENT**

The Tollway will manage this project using the Tollway's Web-Based project management system. The primary goal of using the Web-Based project management system is to create a complete project record and serve as a project archive.

Once the apparent low bidder is determined, all project correspondence occurring with the apparent low bidder will be addressed to the Initial Contact person via e-mail from Contract Services and via the Web-Based project management system. Initial correspondence is expected to consist of requests for information and responses related to DBE and subcontractor related items.

31. **SUBCONTRACTOR DISCLOSURE**

The Bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors that will be utilized in the performance of this Contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section sub-contractors are those specifically hired to perform all or part of the work of this Contract or to provide the supplies requested by the State. In no event shall a subcontractor be allowed to start work prior to approval by the Tollway.

32. **PROCUREMENT COMPLIANCE MONITORS**

Under Public Acts 96-0795, 96-0920 and 97-0895, Agency Procurement Compliance Monitors may review contract documents and any files or records related to procurements, and will report to the Chief Procurement Officer on procurement issues that may require action, and to further report on corrective

action not taken by state personnel. Additionally, the Procurement Compliance Monitors will monitor the procurement process for appropriate actions and transparency.

33. **PUBLICITY**

Contractor shall not, in any advertisement, including but not limited to Contractor's Website or any other type of solicitation for business, state, indicate or otherwise imply that it has been endorsed by or is currently or has previously been under contract with the Illinois Tollway nor shall the Illinois Tollway's name be used in any such advertisement or solicitation without the prior written approval of the Illinois Tollway.

34. **RESPONSIBLE BIDDER AFFIDAVIT**

Public Act 97-0369 amended the Illinois Procurement Code to require a "responsible bidder" to submit a signed affidavit stating that the bidder shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract. Therefore, in accordance with the Act the Illinois Tollway is requesting each bidder to complete and submit the "Responsible Bidder Affidavit" form with their bid documents.

35. **REPORT OF A CHANGE IN CIRCUMSTANCES**

The Contractor agrees to report to the Tollway as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the Contractor's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the Contractor's Certification/Disclosure Forms, the Contractor's IDOT pre-qualification status, or certification or licensing required for this project. Additionally, the Contractor agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the Contractor, or any of its principals, that might occur while this contract is in effect. The reporting requirement does not apply to common offenses, including but not limited to minor/traffic offenses.

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

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

36. **RECORD RETENTION AND AUDIT**

The CONTRACTOR shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The CONTRACTOR shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, Chief Procurement Officer, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the CONTRACTOR and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the CONTRACTOR's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the CONTRACTOR or its subcontractors. The CONTRACTOR shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the CONTRACTOR, whether those funds are due under this contract or other contracts to which the CONTRACTOR is a party either directly with the TOLLWAY or as a subcontractor. In the event the CONTRACTOR fails or refuses to reimburse the TOLLWAY for an overpayment, the CONTRACTOR shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

The CONTRACTOR shall reimburse the TOLLWAY for the total costs of an audit that identifies significant findings that would benefit the TOLLWAY, including but not limited to reasonable attorney's fees and other expenses. Significant findings for the purposes of this provision shall be identified as an amount in excess of \$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

If the CONTRACTOR fails to comply with these requirements, the CONTRACTOR may be disqualified or suspended from bidding on or working on future contracts.

37. **INSPECTOR GENERAL**

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor shall fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

38. **SMALL CONTRACTOR BRIDGE PROGRAM**

The Illinois Finance Authority (IFA) and the Chicago Community Loan Fund (CCLF) are each providing available financing, which will support public works contracts for small and diverse businesses. The program helps contractors obtain surety bonds required for construction contract bids and get preapproved for a loan for project working capital. Contractors will work with CCLF and a partnering surety bond underwriting firm to establish creditworthiness and project capacity according to the Small Contractor Bridge Program guidelines. Loans can be used to pay for surety bond premiums, suppliers, equipment leasing, employees and other direct project-related expenses. More information about the program, including how to apply, is available at <http://cclfchicago.org/lending/smallcontractors>. More information about the Illinois Finance Authority can be found at www.il-fa.com.

39. **ACCEPTANCE OF SCANNED SIGNATURES**

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

PART II: Bid Requirements

Proposal	Return with Bid
Proposal Listing All Addenda	Return with Bid
Bid Bond	Return with Bid
Forms A or Forms B Disclosures	Return with Bid
Responsible Bidder Affidavit	Return with Bid
Bidder Preferences	Return with Bid
Bidder List of Individual Contacts	Return with Bid
Affidavit	Return with Bid
Equal Employment Opportunity Program	Return with Bid
Earned Credit Program, if applicable	Return with Bid
Illinois Tollway Standard Terms and Conditions	Return with Bid
State Board of Election	Return with Bid
Illinois Department of Human Rights Number	Return with Bid
Secretary of State Certificate of Good Standing	Return with Bid

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

WILL COUNTY
PREVAILING WAGE
RATES EFFECTIVE JUNE
5, 2017

Trade/Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63
CEMENT MASON	All	ALL		42.00	44.00	2.0	1.5	2.0	10.00	21.73	0.00	0.50
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION TECH	All	BLD		34.25	35.75	1.5	1.5	2.0	14.12	12.03	1.41	0.72
ELECTRIC PWR EQMT OP	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRIC PWR GRNDMAN	All	All		38.14	53.90	1.5	1.5	2.0	8.90	12.78	0.00	2.75
ELECTRIC PWR LINEMAN	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRICIAN ELEVATOR	All	BLD		41.46	45.19	1.5	1.5	2.0	14.97	16.68	3.25	1.20
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	All	All		42.00	43.00	2.0	2.0	2.0	10.54	23.81	0.00	0.85

LABORER	All	All	40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50	
LATHER	All	ALL	45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63	
MACHINIST	All	BLD	45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00	
MARBLE FINISHERS	All	All	33.45	36.80	1.5	1.5	2.0	10.25	14.44	0.00	0.46	
MARBLE MASON	All	BLD	44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59	
MATERIAL TESTER I	All	All	30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50	
MATERIALS TESTER II	All	All	35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50	
MILLWRIGHT	All	All	45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63	
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT	1	54.75	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	2	53.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	3	47.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	4	39.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	5	56.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
PAINTER	All	All	44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27	
PAINTER SIGNS	All	BLD	33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00	
PILEDRIIVER	All	ALL	45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63	

PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.25	5.50	0.00	0.25
TRUCK DRIVER	All	All	1	37.91	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	2	38.06	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	3	38.26	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	4	38.46	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TUCK POINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and

Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical

systems are to remain.

CERAMIC TILE FINISHER

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

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

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production

and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand

to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Travelling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists,

Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Red-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig;
Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid
Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill
Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck
Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel);
Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor
Drawn Belt Loader (with attached pusher - two engineers); Tractor with
Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine;
Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole
Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5
ft. in diameter and over tunnel, etc; Underground Boring and/or Mining
Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

Machine; Concrete Mixer or Paver 7S Series to and including 27 cu.
ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,
Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck
Cars (Haglund or Similar Type); Drills, All; Finishing Machine -
Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging
Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro
Excavating (excluding hose work); Laser Screed; All Locomotives,
Dinky; Off-Road Hauling Units (including articulating) Non
Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type
Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows;
Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor;
Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and
Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors
pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;
Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);
Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;

Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All
Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe
Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;
Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam
Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;
Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors;

Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar

equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

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

Terrazzo Mechanics.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-17-4328

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, October 3, 2017 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: installation of trees and shrubs within open space along the Tollway. Work also consists of providing 3 years of maintenance and monitoring of the installed trees and shrubs.

The services will be performed within the: Veteran's Memorial Tollway (I-355) between Mile Post 0.0. and Mile Post 2.65 in Will County, Illinois.

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

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

Addendum No. 1 Date 9-18-17
Addendum No. Date
Addendum No. Date
Addendum No. Date

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

Accompanying this Bid is a Bid Guaranty:

- (a) Evidence by a bank draft, cashier's check or certified check on _____, Bank, for \$ _____, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for \$ _____ 5% _____, with a corporate surety authorized to do business in the State of Illinois.

In the event that this Bid shall be accepted by The Illinois State Toll Highway Authority, and the undersigned should fail to execute a Contract with and furnish the security required by the Authority, as set forth in the Standard Specifications, within ten (10) days after receipt of notice of the acceptance of the Bid, such draft or check shall become the property of the Authority, or if a Bid Bond has been submitted, the principal amount of said Bid Bond shall become immediately due and payable to the Authority; otherwise the Bid Guaranty will be returned to the Bidder upon written request, as soon as the Contract and Contract Bonds have been executed. If a bid guaranty is secured by a check, the check will be returned to the bidder.

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway Contract RR-17-4328, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

It is understood that the undersigned will not be permitted to sublet work representing more than Sixty-Five percent (65%) of the total price bid in this Bid; and any and all sub-contractors must be approved in writing by the Chief Engineering Officer before commencing any work.

It is understood that the quantities of work and material shown herein in the Schedule of Prices of the Bid are approximate only, and are subject to increase or decrease as provided in the Standard Specifications. Such increase or decrease shall in no manner affect the validity of the Contract.

On the acceptance of this Bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the Authority and included in the Contract Documents, with a corporate surety acceptable to the Authority and authorized to do business in the State of Illinois, conditioned as stated in said bonds.

The undersigned has also properly executed or caused to be executed by an officer thereof, if a corporation, the non-collusion affidavit filed with this Bid.

The undersigned submits herewith, completely filled out, form of the Authority entitled "Current Contractual Obligations," as required by the Tollway Supplemental Specifications.

It is agreed that time is of the essence of this Contract and that I (we) will, in the event of my (our) failure to complete the Contract within the time limit named above, pay to The Illinois State Toll Highway Authority liquidated damages in the amount stated in the Special Provision, based on the price(s) shown in the Schedule of Prices of the Proposal.

The undersigned is a Partnership) under the laws of the State of Illinois
an individual)
a Corporation)
a Joint Venture)

having principal office at 1275 Golfview St. Aurora IL 60506 and has furnished to the Authority the necessary evidence of authority to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 3rd day of October [REDACTED] 2017, by its President thereunto duly authorized.

Affix Corporate Seal BY:
or Power of Attorney Where Applicable



Information below to be typed or printed where applicable.

INDIVIDUAL:

Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

Name Address

Name Address

Name Address

INCORPORATED:

Roberto R. Velazquez _____
President Address

Rodolfo Velazquez _____
Vice-President Address

Frances M. Ramirez _____
Secretary Address

Treasurer Address

Proposal Notes

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of **\$37,625.00**. Any credits applied above and beyond the bid earned credit cap will not be considered.

- A. Core Work shall be the sum of the unit prices supplied by the bidder multiplied by the pay item quantity.
- B. Unit prices for Contractor's Quality Program and Contingency Work will be supplied by the Illinois Tollway with the sum total of this work completed by the Illinois Tollway and included in the Proposal Pages. **For Electronic bids, the total value of the Contractor's Quality Program and Contingency work is to be entered by the bidder in the location provided on the electronic bidding form.**
- C. Base Bid will be calculated as: Total Amount of Core Work + Contractor's Quality Program + Total Amount of Contingency Work
- D. ECP Bid Credit is to include the total amount of bid credits applied to the bid (entered by the bidder in the specified location on the electronic bid form);
- E. Award Criteria will be calculated by the Illinois Tollway and will be calculated as follows: Base Bid minus ECP Credit.

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

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-17-4328 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-17-4328
LANDSCAPE PLANTING IMPROVEMENTS
VETERANS MEMORIAL TOLLWAY (I-355)
MILE POST 0.00 TO MILE POST 2.65
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	250	20	5000
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	250	\$25.00	6250
	25100630	EROSION CONTROL BLANKET	SQ YD	78,802	\$1.38	108746.76
*	K1003679	MULCH	CU YD	1,609	\$48.00	77232
*	X2503000	MAINTENANCE MOWING	ACRE	220	\$288.00	63360
*	JIA20100	TREE, AESCULUS FLAVA, (YELLOW BUCKEYE), CONTAINER GROWN, 3-GALLON	EACH	108	\$39.00	4212
*	JIA20102	TREE, AESCULUS FLAVA, (YELLOW BUCKEYE), CONTAINER GROWN, 7-GALLON	EACH	23	\$90.00	2070
*	JIA20110	TREE, AESCULUS GLABRA, (OHIO BUCKEYE), CONTAINER GROWN, 3-GALLON	EACH	79	\$39.00	3081
*	JIA20112	TREE, AESCULUS GLABRA, (OHIO BUCKEYE), CONTAINER GROWN, 7-GALLON	EACH	86	\$90.00	7740
*	JIA20120	TREE, CARYA CORDIFORMIS, (BITTERNUT HICKORY), CONTAINER GROWN, 3-GALLON	EACH	122	\$39.00	4758
*	JIA20130	TREE, CARYA OVATA, (SHAGBARK HICKORY), CONTAINER GROWN, 3-GALLON	EACH	30	\$39.00	1170
*	JIA20140	TREE, CATALPA OVATA, (CHINESE CATALPA), CONTAINER GROWN, 3-GALLON	EACH	22	\$39.00	858
*	JIA20142	TREE, CATALPA OVATA, (CHINESE CATALPA), CONTAINER GROWN, 7-GALLON	EACH	9	\$90.00	810
*	JIA20150	TREE, CATALPA SPECIOSA, (NORTHERN CATALPA), CONTAINER GROWN, 3-GALLON	EACH	133	\$39.00	5187
*	JIA20152	TREE, CATALPA SPECIOSA, (NORTHERN CATALPA), CONTAINER GROWN, 7-GALLON	EACH	40	\$90.00	3600

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*	JIA20160	TREE, CELTIS OCCIDENTALIS, (HACKBERRY), CONTAINER GROWN, 3-GALLON	EACH	217	\$39.00	8463
*	JIA20162	TREE, CELTIS OCCIDENTALIS, (HACKBERRY), CONTAINER GROWN, 7-GALLON	EACH	18	\$90.00	1620
*	JIA20170	TREE, GINKGO BILOBA, (GINKGO), CONTAINER GROWN, 3-GALLON	EACH	30	\$39.00	1170
*	JIA20174	TREE, GINKGO BILOBA, (GINKGO), CONTAINER GROWN, 15-GALLON	EACH	49	\$180.00	8820
*	JIA20180	TREE, GLEDITSIA TRIACANTHOS F. INERMIS 'SKYLINE', (SKYLINE THORNLESS HONEY LOCUST), CONTAINER GROWN, 3-GALLON	EACH	31	\$39.00	1209
*	JIA20182	TREE, GLEDITSIA TRIACANTHOS F. INERMIS 'SKYLINE', (SKYLINE THORNLESS HONEY LOCUST), CONTAINER GROWN, 7-GALLON	EACH	17	\$39.00	663
*	JIA20200	TREE, GYMNOCLADUS DIOICUS, (KENTUCKY COFFEETREE), CONTAINER GROWN, 3-GALLON	EACH	97	\$39.00	3783
*	JIA20202	TREE, GYMNOCLADUS DIOICUS, (KENTUCKY COFFEETREE), CONTAINER GROWN, 7-GALLON	EACH	3	\$90.00	270
*	JIA20204	TREE, GYMNOCLADUS DIOICUS, (KENTUCKY COFFEETREE), CONTAINER GROWN, 15-GALLON	EACH	7	\$180.00	1260
*	JIA20220	TREE, LIRIODENDRON TULIPIFERA, (TULIP-TREE), CONTAINER GROWN, 3-GALLON	EACH	120	\$39.00	4680
*	JIA20222	TREE, LIRIODENDRON TULIPIFERA, (TULIP-TREE), CONTAINER GROWN, 7-GALLON	EACH	5	\$90.00	450
*	JIA20230	TREE, MALUS 'PARRSI', (PINK PRINCESS CRABAPPLE), CONTAINER GROWN, 3-GALLON	EACH	104	\$39.00	4056
*	JIA20232	TREE, MALUS 'PARRSI', (PINK PRINCESS CRABAPPLE), CONTAINER GROWN, 7-GALLON	EACH	72	\$90.00	6480

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIA20264	TREE, QUERCUS ALBA, (WHITE OAK), CONTAINER GROWN, 15-GALLON	EACH	44	\$180.00	7920
*	JIA20270	TREE, QUERCUS BICOLOR, (SWAMP WHITE OAK), CONTAINER GROWN, 3-GALLON	EACH	59	\$39.00	2301
*	JIA20272	TREE, QUERCUS BICOLOR, (SWAMP WHITE OAK), CONTAINER GROWN, 7-GALLON	EACH	20	\$90.00	1800
*	JIA20274	TREE, QUERCUS BICOLOR, (SWAMP WHITE OAK), CONTAINER GROWN, 15-GALLON	EACH	71	\$180.00	12780
*	JIA20280	TREE, QUERCUS 'CRIMSCHMIDT', (CRIMSON SPIRE OAK), CONTAINER GROWN, 3-GALLON	EACH	10	\$39.00	390
*	JIA20282	TREE, QUERCUS 'CRIMSCHMIDT', (CRIMSON SPIRE OAK), CONTAINER GROWN, 7-GALLON	EACH	67	\$90.00	6030
*	JIA20284	TREE, QUERCUS 'CRIMSCHMIDT', (CRIMSON SPIRE OAK), CONTAINER GROWN, 15-GALLON	EACH	6	\$180.00	1080
*	JIA20288	TREE, QUERCUS IMBRICARIA, (SHINGLE OAK), CONTAINER GROWN, 15-GALLON	EACH	45	\$180.00	8100
*	JIA20290	TREE, QUERCUS MACROCARPA, (BUR OAK), CONTAINER GROWN, 3-GALLON	EACH	276	\$39.00	10764
*	JIA20292	TREE, QUERCUS MACROCARPA, (BUR OAK), CONTAINER GROWN, 7-GALLON	EACH	5	\$90.00	450
*	JIA20294	TREE, QUERCUS MACROCARPA, (BUR OAK), CONTAINER GROWN, 15-GALLON	EACH	47	\$180.00	8460
*	JIA20304	TREE, QUERCUS ROBUR, (ENGLISH OAK), CONTAINER GROWN, 15-GALLON	EACH	60	\$180.00	10800
*	JIA20314	TREE, QUERCUS RUBRA, (NORTHERN RED OAK), CONTAINER GROWN, 15-GALLON	EACH	70	\$180.00	12600
*	JIA20320	TREE, SYRINGA PEKINENSIS, (PEKING LILAC), CONTAINER GROWN, 3-GALLON	EACH	40	\$50.00	2000

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIA20330	TREE, SYRINGA RETICULATA, (JAPANESE TREE LILAC), CONTAINER GROWN, 3-GALLON	EACH	80	\$50.00	4000
*	JIA20332	TREE, SYRINGA RETICULATA, (JAPANESE TREE LILAC), CONTAINER GROWN, 7-GALLON	EACH	40	\$90.00	3600
*	JIA20350	TREE, TILIA AMERICANA VAR. HETEROPHYLLA, (WHITE BASSWOOD), CONTAINER GROWN, 3-GALLON	EACH	40	\$39.00	1560
*	JIA20360	TREE, TILIA AMERICANA, (AMERICAN (LINDEN) BASSWOOD), CONTAINER GROWN, 3-GALLON	EACH	23	\$39.00	897
*	JIA20362	TREE, TILIA AMERICANA, (AMERICAN (LINDEN) BASSWOOD), CONTAINER GROWN, 7-GALLON	EACH	49	\$90.00	4410
*	JIA20370	TREE, TILIA AMERICANA 'MCKSENTRY', (AMERICAN SENTRY BASSWOOD), CONTAINER GROWN, 3-GALLON	EACH	30	\$39.00	1170
*	JIA20372	TREE, TILIA AMERICANA 'MCKSENTRY', (AMERICAN SENTRY BASSWOOD), CONTAINER GROWN, 7-GALLON	EACH	20	\$90.00	1800
*	JIA20380	TREE, TILIA PLATYPHYLLOS, (BIG-LEAVED LINDEN), CONTAINER GROWN, 3-GALLON	EACH	30	\$39.00	1170
*	JIA20390	TREE, ULMUS AMERICANA 'PRINCETON', (PRINCETON ELM), CONTAINER GROWN, 3-GALLON	EACH	17	\$39.00	663
*	JIA20394	TREE, ULMUS AMERICANA 'PRINCETON', (PRINCETON ELM), CONTAINER GROWN, 15-GALLON	EACH	27	\$180.00	4860
*	JIA20402	TREE, ULMUS 'MORTON STALWART', (COMMENDATION ELM), CONTAINER GROWN, 7-GALLON	EACH	46	\$90.00	4140
*	JIA20420	TREE, ULMUS 'MORTON RED TIP', (DANADA CHARM ELM), CONTAINER GROWN, 3-GALLON	EACH	72	\$39.00	2808

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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LANDSCAPE PLANTING IMPROVEMENTS
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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIA20422	TREE, ULMUS 'MORTON RED TIP', (DANADA CHARM ELM), CONTAINER GROWN, 7-GALLON	EACH	10	\$90.00	900
*	JIA20430	TREE, ULMUS 'FRONTIER', (FRONTIER ELM), CONTAINER GROWN, 3-GALLON	EACH	88	\$39.00	3432
*	JIA20440	TREE, ULMUS 'NEW HORIZON', (NEW HORIZON ELM), CONTAINER GROWN, 3-GALLON	EACH	69	\$39.00	2691
*	JIA20442	TREE, ULMUS 'NEW HORIZON', (NEW HORIZON ELM), CONTAINER GROWN, 7-GALLON	EACH	36	\$90.00	3240
*	JIA20450	TREE, ULMUS 'PATRIOT', (PATRIOT ELM), CONTAINER GROWN, 3-GALLON	EACH	35	\$39.00	1365
*	JIA20462	TREE, ULMUS PARVIFOLIA, (LACEBARK ELM), CONTAINER GROWN, 7-GALLON	EACH	74	\$90.00	6660
*	JIA20470	TREE, ULMUS 'MORTON GLOSSY', (TRIUMPH ELM), CONTAINER GROWN, 3-GALLON	EACH	36	\$39.00	1404
*	JIA20480	TREE, ZELKOVA SERRATA 'GLODELL', (AUTUMN GLOW JAPANESE ZELKOVA), CONTAINER GROWN, 3-GALLON	EACH	102	\$39.00	3978
*	JIA20482	TREE, ZELKOVA SERRATA 'GLODELL', (AUTUMN GLOW JAPANESE ZELKOVA), CONTAINER GROWN, 7-GALLON	EACH	59	\$90.00	5310
*	JIA20484	TREE, ZELKOVA SERRATA 'GLODELL', (AUTUMN GLOW JAPANESE ZELKOVA), CONTAINER GROWN, 15-GALLON	EACH	37	\$180.00	6660
*	JIB20100	TREE, ACER BUERGERIANUM, (TRIDENT MAPLE), CONTAINER GROWN, 3-GALLON	EACH	252	\$39.00	9828
*	JIB20102	TREE, ACER BUERGERIANUM, (TRIDENT MAPLE), CONTAINER GROWN, 7-GALLON	EACH	54	\$90.00	4860
*	JIB20104	TREE, ACER BUERGERIANUM, (TRIDENT MAPLE), CONTAINER GROWN, 15-GALLON	EACH	8	\$180.00	1440

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*	JIB20130	TREE, ACER PSEUDOPLATANUS, (SYCAMORE MAPLE), CONTAINER GROWN, 3-GALLON	EACH	194	\$39.00	7566
*	JIB20132	TREE, ACER PSEUDOPLATANUS, (SYCAMORE MAPLE), CONTAINER GROWN, 7-GALLON	EACH	28	\$90.00	2520
*	JIB20150	TREE, ACER MIYABEI 'MORTON', (STATE STREET MIYABE'S MAPLE), CONTAINER GROWN, 3-GALLON	EACH	75	\$39.00	2925
*	JIB20160	TREE, ACER TRUNCATUM, (SHANTUNG MAPLE), CONTAINER GROWN, 3-GALLON	EACH	76	\$39.00	2964
*	JIB20170	TREE, CRATAEGUS PHAENOPYRUM, (WASHINGTON HAWTHORN), CONTAINER GROWN, 3-GALLON	EACH	23	\$39.00	897
*	JIB20180	TREE, CRATAEGUS VIRIDIS, (GREEN HAWTHORN), CONTAINER GROWN, 3-GALLON	EACH	67	\$39.00	2613
*	JIB20190	TREE, METASEQUOIA GLYPTOSTROBOIDES, (DAWN REDWOOD), CONTAINER GROWN, 3-GALLON	EACH	2	\$55.00	110
*	JIB20192	TREE, METASEQUOIA GLYPTOSTROBOIDES, (DAWN REDWOOD), CONTAINER GROWN, 7-GALLON	EACH	2	\$90.00	180
*	JIB20194	TREE, METASEQUOIA GLYPTOSTROBOIDES, (DAWN REDWOOD), CONTAINER GROWN, 15-GALLON	EACH	2	\$180.00	360
*	JIC20070	SHRUB, LONICERA XYLOSTEOIDES 'CLAVEY'S DWARF', (CLAVEY'S DWARF HONEYSUCKLE), CONTAINER GROWN, 3-GALLON	EACH	216	\$39.00	8424
*	JIC20080	SHRUB, RHUS AROMATICA, (FRAGRANT SUMAC), CONTAINER GROWN, 3-GALLON	EACH	351	\$39.00	13689
*	JIC20090	SHURB, VIBURNUM DENTATUM VAR. LUCIDUM, (ARROWWOOD VIBURNUM), CONTAINER GROWN, 3-GALLON	EACH	297	\$39.00	11583

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*	J1213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	2,000	\$5.00	10000
*	J1213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	2,000	\$5.00	10000
**	JS250318	SEEDING, CLASS 4F	ACRE	16	\$2,500.00	40000
**	JS250322	SEEDING, CLASS 5A	ACRE	2	\$4,800.00	9600
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	15	\$1,500.00	22500
**	JS280050	SILT FENCE	FOOT	17,710	\$3.10	54901
**	JS280051	RE-ERECT SILT FENCE	FOOT	5,000	\$1.00	5000
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,100	\$30.00	33000
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	16	\$800.00	12800
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	24	\$1,800.00	43200
*	JS671012	MOBILIZATION, TOLLWAY (SPECIAL)	L SUM	1	\$88,000.00	88000
*	JT211221	TREE/SHRUB HOLE AUGER/EXCAVATION	EACH	337	\$5.00	1685
*	JT211222	PLANTING AREA PLOWING/TILLING	ACRE	19	\$2,300.00	43700
*	JT211223	ORGANIC SOIL AMENDMENT (BIOSOLIDS)	CU YD	9,400	\$38.00	357200
*	JT250340	SEEDING, CLASS 4G	ACRE	2	\$3,500.00	7000
*	JT253010	WOODY PLANTS SUPPLEMENTAL WATERING	UNIT	280	\$250.00	70000

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LANDSCAPE PLANTING IMPROVEMENTS
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*	JT253502	PLANTING PROJECT MANAGEMENT	CAL MO	56	\$1,388.00	77728
*	JT701005	MAINTENANCE OF TRAFFIC	DAY	200	\$300.00	60000
*	JT901032	PRESEED HERBICIDE	ACRE	23	\$350.00	8050
*	JT901040	WEED CONTROL NON-SELECTIVE AND NON-RESIDUAL	ACRE	23	\$350.00	8050
*	JT901042	WEED CONTROL SELECTIVE (WOODY PLANTS AND BROADLEAF)	ACRE	23	\$380.00	8740
*	JT992163	BRACING	EACH	300	\$15.00	4500
*	JT992182	MONITORING WOODY PLANTS	YEAR	3	\$25,000.00	75000
TOTAL AMOUNT OF CORE WORK						\$1,609,804.64 76

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*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	30,000.00	30,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	1.00	20,000.00
*	JT154023	CONTRACT ALLOWANCE FOR EROSION/LANDSCAPE RESTORATION	UNIT	30,000	1.00	30,000.00
	999NEG25	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - VETERANS MEMORIAL	OCCUR		(5,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(f)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		(1,000.00)	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		(2,500.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-17-4328
LANDSCAPE PLANTING IMPROVEMENTS
VETERANS MEMORIAL TOLLWAY (I-355)
MILE POST 0.00 TO MILE POST 2.65
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(600.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(800.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG82	FAILURE TO RESPONSE TO PLANT CARE PER ARTICLE 253.15	OCCUR		(500.00)	
TOTAL AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + CONTINGENCY WORK						80,000.00
TOTAL AMOUNT OF CORE WORK + CONTRACTOR'S QUALITY PROGRAM (CQP) + CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID						1,689,804.64 ⁷⁶
ECP BID CREDIT						37,625.00
AWARD CRITERIA						1,652,179.64 ⁷⁶

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES ILLINOIS TOLLWAY SUPPLEMENTAL SPECIFICATIONSSPECIAL PROVISION

OK
 OPENED 19 / 13 / 2017
 BOND OR CHECK ENCLOSED: YES NO


No. 00467

Illinois State Toll Highway Authority

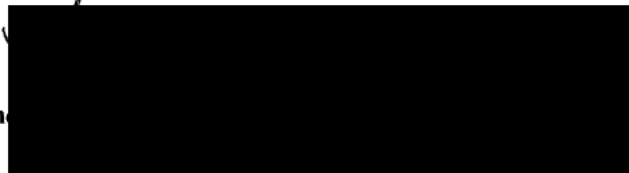
This Certifies that Semper Fi Land Inc. has earned a total of \$70,969.30 through the Earned Credit Program and is using that credit toward a bid project convened by the Illinois State Toll Highway Authority with the understanding that the credit is fully endorsed by the Tollway.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal is to be hereunto affixed this 25-August-2017



The owner of this certificate # 00467 is tendering
\$ 37,625.00 credits for use on bid for contract
17-4328 on (date) 10.3.2017. I understand that
any credits not utilized for a winning bid will be returned.

Sign



CONTRACTOR CERTIFICATION STATEMENT

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency.

Project Information:

Project Veterans Memorial Tollway Marked I-355
Section M.P.0.0 to M.P.2.65 Project No RR-17-4328
County Will

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification: That I agree to comply therewith; and that I will ensure that all Subcontractors working on the subject project understand and comply with said permit.

 _____
Signature 10-2-17
Date

President

Title Semper Fi Land Services Inc.

Name of Firm 1275 Golfview St

Street Address Amoxi IL 60504

City Amoxi State IL Zip Code 630-518-8484

Telephone Number _____

ATTACHMENT

Note: CONTRACTOR TO COMPLETE

Prepare additional signature pages as needed if the responsibilities of the storm water pollution prevention plan are split between contractors. Specify which item(s) these sub-contractors assume responsibility for.

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

All vendors responding to an Illinois Tollway solicitation must comply with Illinois Procurement Code 30 ILCS 500 -- specifically section 50-35 Financial Disclosures and Potential Conflicts of Interest. It is highly recommended that vendors register on the Illinois Procurement Gateway at <https://ipg/vendorreg.com>

The submittal shall contain either FORMS A or FORMS B. Offers submitted without FORMS A or FORMS B shall be deemed non-responsive.

FORMS A section contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

FORMS B contains three forms and shall be returned by Offerors that have a current, approved IPG registration.

Forms A Section

Complete this section if you **are not using** an Illinois Procurement Gateway (IPG) Registration.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

1. Business and Directory Information
2. Illinois Department of Human Rights Public Contracts Number
3. Authorized to Do Business in Illinois
4. Standard Certifications
5. State Board of Elections
6. Disclosure of Business Operations in Iran
7. Financial Disclosures and Conflicts of Interest
8. Taxpayer Identification Number
9. Signature

Forms B Section

Complete this section only if you **are using** a current, approved IPG Registration.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

1. Certification of Illinois Procurement Gateway Registration #
2. Certification Timely to this Solicitation
3. Replacement Certification to IPG Certification #6
4. Disclosures of Lobbyist or Agent
5. Disclosure of Current and Pending Contracts
6. Signature

The Illinois Procurement Code requires the Tollway to collect financial disclosures from any known subcontractor with anticipated participation in excess of \$50,000.00 at the time of the bid. Subcontractor disclosures will be requested from the successful bidder for any subcontractor identified in the bid immediately after the bidder is determined to be the lowest responsive / responsible bidder.

REMINDER TO VENDORS SUBMITTING FORMS B

Vendors intending to fulfill certification and disclosure requirements by supplying the State with their Illinois Procurement Gateway registration number, expiration date, and "FORMS B" documents must read this clarification document in its entirety.

VENDORS UTILIZING "FORMS B" MUST BE REGISTERED SPECIFICALLY WITH THE ILLINOIS PROCUREMENT GATEWAY TO BE DEEMED RESPONSIVE TO THIS SOLICITATION.

In order to verify that you are registered with the Illinois Procurement Gateway (IPG), please click on "Registered Vendor Directory" on the IPG homepage (<https://ipg.vendorreg.com>). Search for your Business Name. If your company does not appear in the search results, then you are not registered in the IPG.

To use FORMS B, vendors must be listed in the "Registered Vendor Directory" as described above, and provide a valid registration number with expiration date from the Illinois Procurement Gateway. Please note that it is possible for vendors who have registered with another government entity (such as the City of Chicago's Compliance and Certification portal) using the same portal software, to have a registration number and expiration date for a different (non-State of Illinois) application process. *Registration information from other government entities will not be accepted.*

If the "Registered Vendor Directory" does not list your company, then you must utilize the "FORMS A" option to meet the certification and disclosure requirements of this solicitation.

Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or sub-contractor under the Section, and acknowledge that the Chief Procurement Officer may declare the related contract void if any of the certifications are false.

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

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

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

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

Items that Qualify and Explanation:

Semper FI is a small business.

MBE-DBE-VOSB-SBE-BEP-VBE

Signature of Authorized Representative



Printed Name of Authorized Representative:

Roberto R. Velazquez

Vendor Name:

Semper FI Land Services, Inc.

Date:

October 2, 2017

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-4328

LIST OF INDIVIDUAL CONTACTS

The Bidder is hereby requested to list those individuals to be contacted for information regarding the analysis of the various portions of the Bid.

<u>ITEM</u>	<u>INDIVIDUAL</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL</u>
Schedule of Prices	Roberto R. Velazquez	630-518-8484	robert@semperfi.land
Progress Schedule	Shawn Sinn	630-518-8484	shawn@semperfi.land
Current Contractual Obligations	Roberto R. Velazquez	630-518-8484	robert@semperfi.land
Bid Guaranty	Roberto R. Velazquez	630-518-8484	robert@semperfi.land
Financial Statement	Frances M. Ramirez	630-518-8484	franny@semperfi.land
EEO Program	Frances M. Ramirez	630-518-8484	franny@semperfi.land
Financial Disclosures	Frances M. Ramirez	630-518-8484	franny@semperfi.land
Standard Business Terms and Conditions	Frances M. Ramirez	630-518-8484	franny@semperfi.land

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-17-4328

AFFIDAVIT

State of Illinois)
County of Kane) SS

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

That his/her name is Roberto R. Velazquez, and he/she resides at

and his/her office is at 1275 Golfview St. Aurora, IL 60506, That he/she makes, and is authorized to make

this affidavit on behalf of Semper FI Yard Services, Inc. DBA Semper FI Land Services, Inc., a
(Name of Corporation, Partnership, etc.)

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract No. RR-17-4328** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Bid is made without reference to any other Bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Bid; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said Bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Bid for said Contract, directly or indirectly.

Sworn to before me and subscribed in my presence this 2nd day of October

(Notary Public)

My Commission Expires: 2/17/2019



CONTRACT NO. RR-17-4328

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
16-304	DuPage FP	\$700,000.00	Ecological Restoration	12.31.19
4651	ISTHA	\$50,000.00	Landscaping	11.30.17
01-00000-00-ES	Lake County Dot	\$1,250,000.00	Wetland Mitigation	12.31.2021

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD N/A

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

BIDDER _____
 10.2.2017 _____ President
 DATE BY: SIGNATURE TITLE
 SUB-CONTRACTOR SUB-CONTRACTOR

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

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

To promote equality of employment opportunity for minority and female tradespersons on Illinois State Toll Highway Authority (ISTHA or "Tollway") capital construction projects. In its efforts to achieve this equality, it is the desire of ISTHA to follow the guidelines as instituted by the United States Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") as established through Executive Order 11246 and by Title VII of the Civil Rights Act of 1964.

II. CONTRACTOR ASSURANCE:

The Contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract in compliance with 42 U.S.C § 2000e, *et seq.* Discrimination is the unfair treatment or denial of normal privileges to persons because of their race, age, nationality, sex, sexual orientation, physical condition, religion or any other characteristic protected by law. The Tollway encourages the prompt reporting of incidents of suspected discrimination, harassment or retaliation, regardless of the offender's identity or position. Any Contractor who fails to carry out these requirements is in material breach of this contract, which may result in the termination of this contract such other remedy, as the Tollway deems appropriate.

III. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

- At least 19.6 percent by minorities, as defined herein; and
- At least 6.9 percent by women.

IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

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

ASIAN INDIAN: Persons whose origins are from India, Pakistan, or Bangladesh.

ASIAN PACIFIC: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Northern Marianas.

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

NATIVE AMERICANS: Persons who are American Indians, Eskimos, or Native Hawaiians.

V. CALCULATING EEO CREDIT TOWARDS THE GOALS:

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

applicable ethnic category and also in the female category.

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

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

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

VI. EEO FORM 0003 WORKFORCE ANALYSIS.

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

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically before transmittal of each pay estimate commencing with the third pay estimate and every odd pay estimate thereafter. EEO Form 0003 is to reflect all hours worked by trade by the Contractor and all subcontractors during the time period covered in the previous pay estimate. Failure to submit the EEO 0003 Report electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

The Supplement to EEO 0003 for quarterly reporting must also be submitted electronically to the Tollway. Hard copy reports will not be accepted. This Supplement is due by the fifteenth of each month following the end of the quarter (April 15 for quarter ending March 31, July 15 for quarter ending June 30, October 15 for the quarter ending September 30 and January 15 for the quarter ending December 31). Construction Managers will verify timely submission of this report when their review coincides with the quarterly reporting period, as indicated on the Pay Estimate Checklist.

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

The Contractor is required to identify an individual responsible for all EEO related reporting issues and the electronic submission of reports to the Tollway. By the submission of such reports by the individual so identified, the Contractor certifies that the information contained in the reports is complete and accurate.

VII. SUBCONTRACTOR OBLIGATIONS:

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

VIII. GOOD FAITH EFFORT PROCEDURES:

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

IX. CORRECTIVE ACTION PLAN:

The Corrective Action Plan must show that the Contractor took all necessary and reasonable steps to achieve the established EEO goals. Necessary and reasonable steps are those that could reasonably be expected to employ and retain a sufficient number of minority and female trade workers to meet or exceed the federally established EEO goals for the Chicago area. The Tollway will consider the quality, quantity and intensity of the kinds of efforts that the Contractor and its subcontractors have made throughout the life of the contract. Mere pro forma efforts are not good faith efforts; rather, the Contractor and its subcontractors are expected to have taken those efforts that would be reasonably expected of a Contractor and its subcontractors who are actively and aggressively trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

X. AMENDED CORRECTIVE ACTION PLAN:

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

XI. DETERMINATION OF NON-COMPLIANCE:

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

XII. ADMINISTRATIVE RECONSIDERATION:

The Contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request by the Tollway, Department of Diversity and Strategic Development, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: form0003wfa@getipass.com. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The Letter of

Non-Compliance shall become final if the Contractor fails to submit a timely request for administrative reconsideration. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, explaining the basis for finding that the Contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the Contractor. A final decision that a good faith effort was not made shall render the Contractor in breach as non-compliant with its contract with the Tollway and may subject the Contractor to sanctions under Section XIII.

XIII. SANCTIONS:

The Contractor's failure to achieve its EEO goals or to demonstrate good faith efforts towards meeting those goals may subject the Contractor to administrative sanctions. These sanctions include, but are not limited to, monetary sanctions, including non-release of retainage, and other reasonable sanctions as are permitted by law or equity. In imposing sanctions, the Tollway will consider the bona fide efforts of the Contractor to meet the EEO goals, its history of good faith efforts on other Tollway contracts, the size of the contract, the degree to which the Contractor fell below the EEO goals, and other factors deemed relevant by the Tollway.

Sanctions for non-compliance may include, but are not limited to deeming the Contractor as non-responsible with respect to future business with the Tollway. Thus, a Contractor's repeated failure to meet its EEO obligations on Tollway contracts can be grounds for the Tollway to not award future contracts to the Contractor.

XIV. INACCURATE OR FRAUDULENT REPORTING:

Contractors and subcontractors have a duty to accurately report information pursuant to this Special Provision. A Contractor or subcontractor who fails to supply accurate information may be subject to sanctions imposed by the Tollway under Section XIII. A Contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions. A Contractor must maintain and make available pursuant the Record Retention and Audit Clause of this contract adequate books, records, and supporting documents to verify the accuracy of the information supplied to the Tollway pursuant to this Special Provision.

XV. OTHER REGULATIONS:

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



*(1)Contract# [REDACTED]

*(3)Reporting Period [REDACTED] - [REDACTED]

*(2)Pay Estimate# [REDACTED]

*(9)Percentage Complete [REDACTED]

*(10)Mobilization Date [REDACTED]

*(4)Company Name [REDACTED]

*(11)Work Performed [REDACTED]

*(5)Address [REDACTED]

No Hours to Report [REDACTED]

*(App.) APPRENTICE HOURS [REDACTED]

*(6)City, State, Zip [REDACTED]

*(7)Contact [REDACTED]

*(8)Contractor Type [REDACTED]

(*) INDICATES REQUIRED FIELD(S)

KEY - Hours of Managers, Supervisors, Foremen or Clerical personnel are NOT included in Trade Totals. List each actual trade on the blank lines below Trade Work.

ACTUAL TOTAL HOURS BY GENDER AND ETHNICITY											
GRAND TOTAL ALL MALES						GRAND TOTAL ALL FEMALES					
TOTAL MINORITY MALE ONLY						TOTAL MINORITY FEMALE ONLY					
(12)TOTAL ALL EMPLOYEES						(13)TOTAL MINORITY MALE/FEMALE					
% Minority % Female	African American		Asian/Pacific Islander		Amer. Indian/AK Native		Hispanic		White		
	M	F	M	F	M	F	M	F	M	F	
TABLE (A)											
TABLE (B)											
SUBTOTALS											
(15)African American	(16)Asian/Pacific Islander	(17)Amer. Indian/AK Native	(18)Hispanic	(19)White	(20)Total Hours by trade						
M	F	M	F	M	F	M	F	M	F	M	F
YES MUST BE SELECTED ABOVE TO INCLUDE APPRENTICE HOURS IN TOTALS											
[REDACTED DATA]											

(14)Job Categories	(15)African American		(16)Asian/Pacific Islander		(17)Amer. Indian/AK Native		(18)Hispanic		(19)White	
	M	F	M	F	M	F	M	F	M	F
Managers										
Supervisors/Foremen										
Clerical										
Working Foreman										
Equip. Operators										
Bricklayers										
Truck Drivers										
Ironworkers										
Carpenters										
Cement Masons										
Electricians										
Om. Iron Workers										
Painters										
Laborers										
Traffic Safety Worker										
** Plz. Trades Work										

TABLE (A) - ACTUAL NON APPRENTICE EMPLOYEE HOURS

TABLE (B) - ACTUAL APPRENTICE EMPLOYEE HOURS

(21)Narrative Box: Summarize efforts taken to meet EEO goals during current reporting period.

[REDACTED NARRATIVE BOX]

*(22)Prepared by (Name and Title of Contractor's Representative)

*(23)E-Mail Address

*(24)Phone #

Illinois State Toll Highway Authority

Quarterly Supplement to EEO Form 003 Report of Workforce Hours

(To be submitted no later than the 15th of the month after the end of the quarter)

Contract #: _____ Date: _____

Contract Description: _____

Prime Contractor Name: _____

Construction Manager Name: _____

For the period: ____ / ____ / ____ to ____ / ____ / ____ the following represents the total number of individuals on-site in the combined workforce of the prime and all subcontractors who worked on the above indicated contract number. Indicate number by each listed category; this information is as a supplement to the total hours submitted electronically via Capture on EEO Form 003.

Total # of Individuals

Female _____

African American/Black _____

Hispanic/Latino _____

Asian American _____

Native American/Alaskan Native _____

Native Hawaiian/Pacific Islander _____

Prepared by: _____

Name and Title of Prime Contractor's Representative

Email Address: _____ Telephone #: _____

This form is to be submitted by the Prime Contractor via Capture by the 15th of the month after the end of the quarter.

Illinois State Toll Highway Authority

SPECIAL PROVISION
FOR
EARNED CREDIT PROGRAM

I. OBJECTIVE OF THE EARNED CREDIT PROGRAM:

To encourage contractors, subcontractors and fabricators to hire qualified Earned Credit Program (ECP) candidates, and assist local workforce development efforts to employ and retain qualified and eligible traditionally underserved populations e.g. African Americans, Asians, Hispanic, eligible offenders, exonerated individuals, females, veterans and other Workforce Innovation and Opportunity Act (WIOA) eligible individuals referred to them by training/community organizations.

The Tollway Earned Credit Program can only facilitate referrals of ECP candidates; a referral is not a guarantee of employment or an endorsement by the Tollway of a particular candidate. The Tollway makes no guarantee of suitability of ECP candidates for employment and all employment screening decisions are made by the employing entity through their established human resources hiring procedures using appropriate due diligence.

The ECP is applicable to construction projects as determined by the Tollway.

II. CONTRACTOR ASSURANCE: The Contractor agrees to include the following assurance in each subcontract that the Contractor signs with a subcontractor: "The contractor or subcontractor shall not discriminate on the basis of race, sex, color, veteran status, national origin, or sexual orientation in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Illinois Tollway deems appropriate."

III. DEFINITIONS:

- A. **ACTIVE CREDITS:** Earned credit available for submission and utilization on a construction bid.
- B. **ACTIVE EARNED CREDIT CERTIFICATE REGISTER:** Listing of all Active ECP Certificates indicating certificate number, value, owner and issue date.
- C. **AFRICAN AMERICAN:** Persons having origins in any of the Black racial groups of Africa.
- D. **ASIANS:** Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos Cambodia, the Philippines, Samoa, Guam, or the U.S. Trust Territories of the Northern Marinas.
- E. **AWARD CRITERIA:** Contractor's base bid minus earned bid credit subject to the Earned Credit Cap identified for each solicitation.
- F. **BID CREDITS:** Virtual dollar credits earned through employing and retaining eligible ECP referrals.
- G. **BASE BID:** The bid amount prior to applying the ECP bid credits.
- H. **CREDITS SUBMITTED:** Bid credits included in a construction bid as evidenced by an Earned Credit certificate. The total amount of the certificate will be considered as tendered unless otherwise indicated on the physical certificate.

- I. **CREDITS UTILIZED:** The amount of bid credits required to establish the apparent low bidder based on the difference between the award criterions of the lowest bidder and the next apparent low bidder plus \$1.00 of ECP credit.
- J. **EARNED CREDIT CERTIFICATE:** A numbered and notarized document that identifies contractor's name, Earned Credit Program participant(s) names and each individual's employment time frame along with applicable credit earned.
- K. **ECP ALLOCATION:** When ECP credits submitted by a prime contractor and subcontractor are applied proportionally to the total of all of the ECP credits originally submitted with the bid.
- L. **ECP CANDIDATES:** A job seeker who meets the criteria requirements to receive WIA adult services as determined by Illinois Department of Employment Security (IDES) and WIA and has graduated from a construction training program or has construction experience and can meet initial requirements for construction employment.
- M. **ECP CAP:** A contract-specific limit as determined by an approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. Any credits submitted above and beyond the bid earned credit cap will not be considered.
- N. **ECP PARTICIPANT:** An ECP CANDIDATE who is employed by an ECP participating contractor and is earning credits.
- O. **ELIGIBLE OFFENDER:** A person who has been convicted of a crime in Illinois or of an offense in any other jurisdiction that does not include any offense or attempted offense that would subject a person to registration under the Sex Offender Registration Act, the Arsonist Registration Act, or the Murderer and Violent Offender Against Youth Registration Act. "Eligible offender" does not include a person who has been convicted of committing or attempting to commit a Class X felony, aggravated driving under the influence of alcohol, other drug or drugs, or intoxicating compound or compounds, or any combination thereof, aggravated domestic battery, or a forcible felony.
- P. **ELIGIBLE:** IDES representative reviews applicable documentation to determine WIA adult service eligibility, as defined by the Workforce Investment Act, (administered by the Department of Commerce and Economic Opportunity) as well as evidence of U.S. citizenship or legal residence in the state, selective service registration as applicable, dislocated/displaced worker status, drug-free status, and other employment barriers.
- Q. **EXONERATED INDIVIDUALS:** A person who is legally cleared from guilt, blame, liability or punishment for a criminal or otherwise illegal or wrongful act.
- R. **FRINGE BENEFITS:** A form of compensation for the performance of services such as vacation pay, sick pay, holiday pay or health benefits. This amount is not included in the Earned Credit calculation.
- S. **HISPANIC:** Persons of Mexican, Puerto Rican, Cuban, Central American, South American or other Spanish culture or origin, regardless of race.
- T. **ILLINOIS workNet/IDES:** State of Illinois program that receives WIA funding to provide program eligibility and suitability assessments to individuals seeking employment, training and supportive services to enhance the individual's success in securing and retaining employment.
- U. **INACTIVE CREDITS:** Earned credit not available for submission due to utilization on a construction bid or superseded by current earned credits.

- V. NET WAGES PAID: Gross wages (excluding fringe benefits) paid to the ECP participant(s) from the original hiring contractor/fabricator.
- W. NEW HIRE BONUS CREDIT: One-time \$5,000 bid credit earned through the employment of an eligible first-time ECP CANDIDATES and retaining them for not less than 160 hours.
- X. QUALIFIED: Individual who meets basic construction employment requirements as identified by the specific trade, unions, local or construction management thereof.
- Y. REFERRALS: Individuals referred to contractors by various agencies via community based networks that are determined to be candidates for the ECP, have been determined to meet eligibility criteria, are drug free and are otherwise suitable candidates for construction-related employment opportunities.
- Z. SUITABILITY: Illinois workNet provides extensive career counseling modules and counseling and makes an official determination of the likelihood of an individual's success in a particular career choice based on test scores and verbal responses to targeted questions.
- AA. TOLLWAY: The Illinois State Toll Highway Authority.
- BB. TRADITIONALLY UNDERSERVED POPULATIONS: Groups as identified in the Workforce Investment Act who meet the Workforce Investment Act eligibility criteria and the successor Workforce Innovation and Opportunity Act (WIOA) of July 2014.
- CC. VETERANS: Individuals who have served in the U.S. military and are in possession of a DD214 Form.
- DD. WORKFORCE INVESTMENT OPPORTUNITY ACT (WIOA): Formally known as the Workforce Investment Act (WIA) originally signed into law in 1998 this act creates and funds services provided through the IDES Illinois workNet. The WIA Act is the predecessor of the WIOA signed into law of July 22, 2014.

IV. EARNED CREDIT PROGRAM INCENTIVES:

All contractors, subcontractors and fabricators interested in participating in the EARNED CREDIT PROGRAM may earn BID CREDITS which may be applied to Tollway construction contracts advertised for public bidding.

Unused ECP BID CREDITS do not expire.

A contractor/fabricator who employs a first-time ECP CANDIDATE shall earn credits for wages paid to the participant. The original ECP participating contractor/fabricator who hired and employed an ECP CANDIDATE as part of the ECP shall earn BID CREDITS for wages paid to the participant up to 5 years as stipulated in Section V. A contractor may re-hire an ECP PARTICIPANT previously terminated and continue to earn credits for that participant. If the ECP PARTICIPANT is not re-hired, a different contractor/fabricator may hire the ECP PARTICIPANT and may become eligible to earn credits for that participant.

As an example: Contractor A hired and employed an ECP CANDIDATE for one year and did not re-hire the ECP PARTICIPANT the following year, the ECP PARTICIPANT may earn credits for Contractor B.

V. CALCULATING EARNED CREDIT:

Interested contractors, subcontractors and fabricators may employ ECP PARTICIPANTS i on any public or private job located within the State of Illinois and accumulate BID CREDITS at the following rates to be applied to future Tollway construction contracts advertised for public bidding:

- A. Operating Engineers and Structural Steel Ironworkers: 50 cents for every dollar of wages paid;
- B. All other skilled trades and fabricators: 40 cents for every dollar of wages paid;
- C. Skilled Laborers: 30 cents for every dollar of wages paid.

Contractors are eligible for a \$5,000 NEW HIRE BONUS CREDIT when they employ eligible first-time ECP CANDIDATES, retain them for not less than 160 hours and provide written documentation of employment and wages paid.

ECP PARTICIPANTS shall be eligible to earn BID CREDITS for a period not to exceed five (5) years from the first date of initial hire by the first contractor participating in the ECP program inclusive of any layoff periods.

As an example: ECP HIRE 1 worked for Contractor A for one (1) year and was laid off for six (6) months. Upon employment with Contractor B, ECP HIRE 1 continues to be eligible to earn BID CREDITS for the remainder of the five (5) year eligibility term (three (3) years and six (6) months).

VI. BIDDING PROCEDURES:

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

Each bid solicitation will have a contract-specific cap as determined by the approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$ 37,625.00. Any credits applied above and beyond the bid EARNED CREDIT CAP will not be considered.

- A. The Base Bid is to be clearly identified on line #1 of the P page;
- B. Line #2 is to include the total amount of BID CREDITS applied to the bid;
- C. Line #3 is to include the Award Criteria (Line #1 minus Line #2 equals Line #3).

All EARNED CREDIT CERTIFICATES submitted to calculate the bid credit included on Line #2 must be included in the original bid package. All earned credits utilized to become or remain the successful bid will become unavailable for inclusion in any other bid at the time the bidder's award criteria is deemed the lowest responsive and responsible bid. The EARNED CREDIT CERTIFICATE will be redeemed up to the amount needed to allow the contractor's bid to be the lowest bid for award of the contract and any unused remaining balance will be returned in the form of a new bid certificate to the contractor.

VII. JOINT VENTURE, SUBCONTRACTOR AND FABRICATOR PARTICIPATION:

Joint Venture partners may independently submit ECP CERTIFICATES towards the joint venture bid subject to the overall ECP CAP. Subcontractors and fabricators may participate in the EARNED

CREDIT PROGRAM as long as they adhere to the requirements specified herein for prime contractors. Subcontractor and fabricator EARNED CREDIT CERTIFICATES may be provided to prime contractors and used/applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control. In the event that a subcontractor becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractor's ECP certificate balance.

For the ECP credits to be considered for utilization toward a bid, the submission must include an ECP certificate owned by the prime bidder.

In the event the prime contractor submits a subcontractor and/or fabricator's EARNED CREDIT CERTIFICATES in a Tollway bid solicitation, the prime contractor is required to perform the following:

- A. Ensure that the subcontractor and/or fabricator are aware of and have provided permission to the bidder as indicated on the EARNED CREDIT CERTIFICATE to use the EARNED CREDIT CERTIFICATE in the bid solicitation;
- B. Identify the scope of work and dollar amount committed to each subcontractor and/or fabricator where an EARNED CREDIT CERTIFICATE is being calculated in the bid credit;
- C. Ensure that the EARNED CREDIT CERTIFICATE is in ACTIVE mode. (This can be done through checking the Tollway Earned Credit website (www.illinoistollway.com) and click on "Doing Business") prior to submitting EARNED CREDIT CERTIFICATE in a Tollway bid solicitation); and
- D. Ensure that the total amount of EARNED CREDIT CERTIFICATES do not exceed the contract-specific ECP CAP. In the event of a successful bid, the excess credits shall be returned in proportion to what was originally submitted by the prime(s) and subcontractor(s).
- E. The prime contractor shall insert a copy of this ECP Special Provisions in each and every subcontract under this contract and it shall become a material term of the subcontracts.

ECP credits submitted by the prime contractor and/or subcontractor are applied proportionally to the amounts originally submitted on the bid.

VIII. EARNED CREDIT RECORDING:

To calculate a participating firm's BID CREDITS the Contractor is **required** to submit the following information prior to the Tollway's issuance of an EARNED CREDIT CERTIFICATE:

- a. Completed Request for bid certificate (Request for ECP CERTIFICATE - Form 0006) inclusive of ECP CANDIDATE information and NEW HIRE BONUS CREDIT request selection.
- b. Certified Payroll as evidence of wages paid that includes:
 - i. Contractor name
 - ii. Week ending date;
 - iii. Project and location
 - iv. Project or Contract No.
 - v. Name and Individual Identifying Number of Worker--last 4 digits only
 - vi. Work Classification
 - vii. Hours worked
 - viii. Total hours
 - ix. Rate of Pay
 - x. Gross Amount Paid
 - xi. Deductions
 - xii. Total Deductions

- xiii. Net Wages Paid
- xiv. Signature page

ECP credit will only be given for ECP PARTICIPANTS up to 12 months retroactively from the hire date with evidence of WIA eligibility and receipt of documents as provided in section VIII. This period is inclusive of the ECP PARTICIPANT'S five (5) year eligibility period as provided in section V.

All hours worked may be subject to review and confirmed by the Tollway.

Failure to properly substantiate paid wages with the required information as stated in VIII. on Tollway forms will result in a delay of processing and may result in the loss of earned credits. The Contractor shall maintain a record of wages paid to Tollway referrals in accordance with the contract auditing record retention requirements.

IX. PROCEDURE FOR REQUESTING EARNED CREDIT CERTIFICATES:

The participating contractor or fabricator determines whether there are upcoming Tollway bid opportunities that the firm is interested in pursuing as a prime/sub/supplier of fabricated goods; and whether it would like to "cash in" some (or all) of the BID CREDITS earned to date by one (or all) of the ECP PARTICIPANTS employed by the participating firm. The firm confirms the ECP bid certificate is the most current or contacts the Tollway's Diversity Department and makes an official request for a bid certificate as outlined in Section VIII, via e-mail at ecp@getipass.com, fax at 630-271-7548 or postal service at Illinois Tollway – Diversity Earned Credit Program, 2700 Ogden Avenue, Downers Grove, Illinois, 60515

X. ISSUANCE AND TRACKING OF EARNED CREDIT CERTIFICATES:

The EARNED CREDIT CERTIFICATE shall be numbered for tracking purposes, and signed and notarized by the Tollway prior to issuance to the requesting firm. The requesting firm shall receive the requested certificate within the following schedule:

- Contractors requesting new EARNED CREDIT CERTIFICATES for ECP Credit earned in the prior month must submit their certified payroll (as listed in section VIII.B) and supporting information to the Tollway by the 15th of the following month.
- Tollway's schedule for issuing new certificates is as follows:
 1. Monthly requests covering 30 days, submitted by the 15th day of the month will be issued within one week;
 2. All other requests will be considered on a case-by-case basis.

Earned Credits are non-transferable. The original firm issued the EARNED CREDIT CERTIFICATE is the sole owner of the bid credits and shall not transfer, sell, loan or otherwise engage in transactions not specified in this document. ECP Credits transferred as part of merger or acquisition of a firm is allowed.

XI. LONGEVITY OF EARNED CREDIT CERTIFICATES:

EARNED CREDIT CERTIFICATES will be INACTIVE once utilized in a successful bid. Should the same EARNED CREDIT CERTIFICATE be submitted in multiple bids on the same date, the first bid opened containing the EARNED CREDIT CERTIFICATE will be considered for bid. All other bids containing a duplicate EARNED CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bids has been issued; at such time, all duplicate EARNED CREDIT CERTIFICATES will be INACTIVATED as applicable and the remaining bid credit(s) and award criteria will be recalculated for subsequent bids. It is foreseeable that a contractor may apply the same Earned Credit(s) to multiple solicitations that have the same bid opening date. Where multiple solicitations have

the same bid opening date, the Tollway will open bids in numerical order with the lowest project number per the last four digits of the contract, being opened first. The certificate will be redeemed up to the amount needed to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a bid certificate to the contractor.

As an example: Bid 01 (RR-XX-1234) included ECP certificate A for \$100, Bid 02 (RR-XX-5678) also included ECP certificate A for \$100. Bid 01 utilized \$50 of ECP certificate A. Upon award recommendation of Bid 01, ECP Certificate A has \$50 remaining available for consideration in Bid 02.

In the event that a subcontractor becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) and the subcontractor actually utilized ECP credits in the bid process, the actual ECP credits utilized by the disqualified subcontractor that factored into the apparent winning bid will not be refunded to the subcontractors ECP certificate balance.

XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES:

Any contractor who knowingly submits an INACTIVE EARNED CREDIT CERTIFICATE shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor who submits a subcontractor/fabricator's EARNED CREDIT CERTIFICATE without the permission of the subcontractor/fabricator and/or without committing to utilizing the subcontractor/fabricator by scope of service and dollar value of commitment in the bid shall be permanently barred from participating in the EARNED CREDIT PROGRAM.

Any contractor found to be reporting EARNED CREDIT PROGRAM wages that were not in fact paid or submitting forged EARNED CREDIT CERTIFICATES shall be permanently barred from participating in the EARNED CREDIT PROGRAM. The Tollway may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.

XIII. POTENTIAL SUPPORTIVE SERVICE INCENTIVES PROVIDED BY ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY/ILLINOIS WORKNET:

Participating contractors and fabricators may be eligible to receive additional incentives from the ECP hires enrolling in the Illinois workNet automated tracking system, Illinois Job Link. The following is a non-exhaustive list of potential reimbursements that the contractor/fabricator may be able to obtain after submission of the necessary receipts/documentation:

- A. Costs associated with mandatory physicals;
- B. Costs associated with mandatory training;
- C. Costs associated with tools, work clothes and work boots; and
- D. Tax incentives associated with hiring specified area codes or group members.

Contractors and fabricators should contact the applicable Illinois workNet for more information. Such reimbursements are not payable by the Tollway.

Situations not outlined in the EARNED CREDIT PROGRAM Special Provisions will be reviewed on a case-by-case basis by Tollway staff.



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-17-4328
CONTRACTOR/CONSULTANT NAME: Semper FI Yard Services, Inc.

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.3 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

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

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

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

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

23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

25.1.1 Agents and Employees:

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

25.1.2 Publicity:

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

25.1.3 Third Party Beneficiaries:

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

25.1.4 Successors In Interest:

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

25.1.5 Venue:

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 REPORT OF A CHANGE IN CIRCUMSTANCES: The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Semper FI Yard Services, Inc agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

N/A hereby agrees to the exceptions provided by N/A and to the Additional Terms and Conditions provided by N/A.

Agreed: Roberto R. Velazquez	Agreed:
By: [Redacted]	By:
Signature: [Redacted]	Signed:
Position: President	Position:
Date: 10-2-17	Date:



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

Date: 10.2.17 Project Number: RR-17-4328

Project Name: Landscape Planting Improvements on I-355; MP 0.0 to MP 2.65

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure.

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

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

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

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

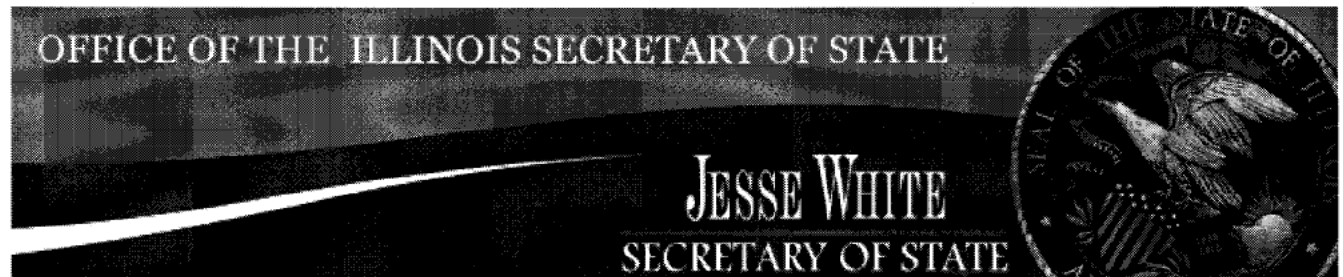
Contractor/Consultant: Semper F. Yard Services Inc
 Federal Employment Identification Number (FEIN): [REDACTED]
 E-Mail: roberta@semperf.yard

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

NOTE for Construction Contracts: List all known subcontractors including those identified in the Bid Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Contractor(s)/Consultant(s)</u>	<u>Sub-Contractor/Consultant FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)</u>

Signature: [REDACTED] Date: 10.2.2017
 Printed Name: ROBERTO R. VERAZQUEZ



CORPORATION FILE DETAIL REPORT

File Number	65381281		
Entity Name	SEMPER FI YARD SERVICES INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/12/2007	State	ILLINOIS
Agent Name	CURT J KARAS	Agent Change Date	03/12/2007
Agent Street Address	1875 FAYS LN	President Name & Address	ROBERTO R VELAZQUEZ [REDACTED]
Agent City	SUGAR GROVE	Secretary Name & Address	FRANCES M RAMIREZ 360 EVANS AVE SAME
Agent Zip	60554	Duration Date	PERPETUAL
Annual Report Filing Date	03/02/2017	For Year	2017
Assumed Name	ACTIVE - SEMPER FI LAND SERVICES INC.		

[Return to the Search Screen](#)
[Select Certificate of Good Standing for Purchase](#)

(One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:14 10/04/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/04/17 AT 11:27 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

Semper Fi Yard Services, Inc.



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

Contract # RR-17-4328 Today's Date 10-2-17

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

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

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

Semper Fi yard Services, Inc. Contractor Roberto R. Velazquez Name/Title of Authorized Representative



Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Semper FI Yard Service, Inc

Taxpayer Identification Number:

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

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: October 2, 2017

Certificate of Registration



Registration No. 27410

Semper FI Yard Services Inc

1275 Golfview St

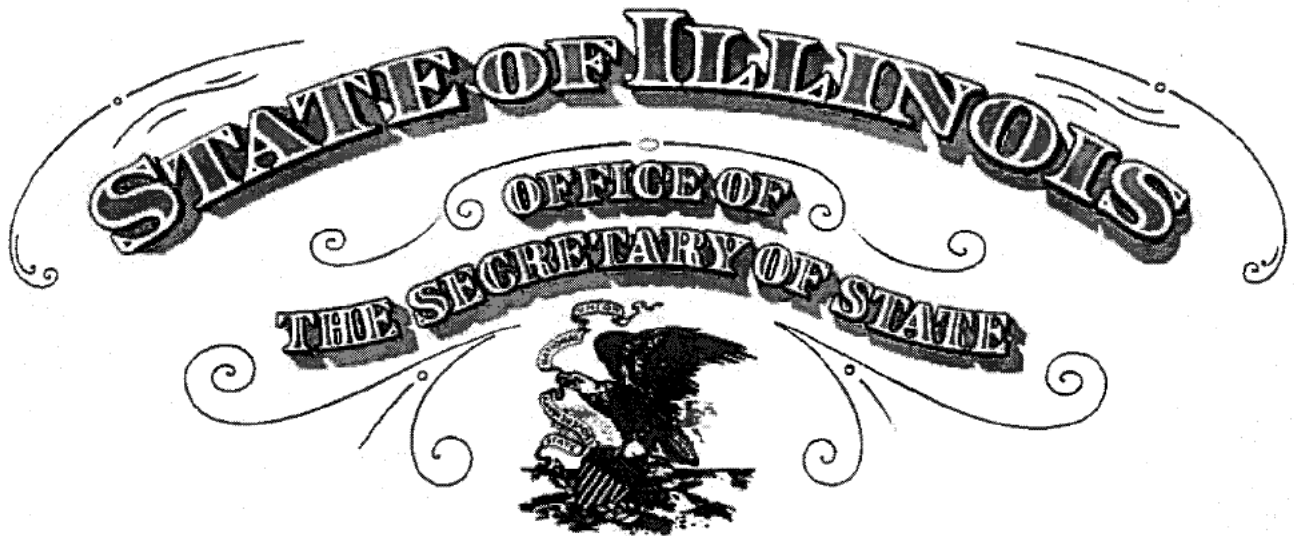
Aurora IL 60506

Information for this business last updated on:

Wednesday, July 23, 2014

Certificate produced on Wednesday, July 23, 2014 at 11:16 AM





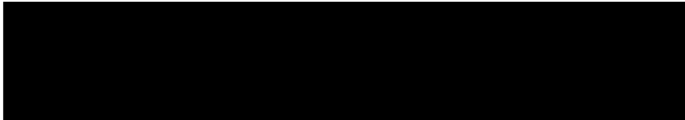
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SEMPER FI YARD SERVICES INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 12, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of OCTOBER A.D. 2017 .



Franny Ramirez

From: State of Illinois Chief Procurement Office <ipg@vendorreg.com>
Sent: Tuesday, August 22, 2017 11:21 AM
To: Franny Ramirez
Subject: Illinois: Vendor Registration Approval

Dear Roberto:

Your IPG Vendor Registration has been approved. The State of Illinois appreciates the opportunity to conduct business with a variety of vendors and suppliers.

Vendor Registration Number: 20215369
Business: Semper FI Yard Service, Inc.
Contact: Roberto Velazquez
Submission Date: August 22, 2017

***** SAVE THIS EMAIL FOR FUTURE REFERENCE *****

YOU WILL NEED TO INCLUDE YOUR IPG VENDOR REGISTRATION NUMBER: 20215369 WHEN SUBMITTING A BID TO STATE OF ILLINOIS.

Your Registration will expire on August 22, 2018. Updates on annual basis are required to maintain current contact information and business profiles. You will receive an electronic renewal notice when your registration expires.

Once submitted, registrations cannot be changed. Material changes to registration information require the completion of a new Vendor Registration record. To view current registration information, visit <https://ipg.vendorreg.com/?GO=1153>.

Thank you for your interest in working with the State of Illinois.

If you have any questions please email us at IPG@vendorreg.com.

State of Illinois Chief Procurement Office Illinois Procurement Gateway
401 S Spring Street
Stratton Office Building, Suite 513
Springfield, Illinois 62706
Office: (217) 782-1270

IPG@illinois.gov
IPG@vendorreg.com
<https://IPG.vendorreg.com>

This message was sent to: "Roberto Velazquez" <franny@semperfi.land> Sent on: 8/22/2017 11:21:04 AM System ReferenceID: 51931426

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

Business Name **Semper Fi Yard Service, Inc., DBA Semper Fi Land Services, Inc.**
 Contact Person **Roberto Velazquez**
 Address **1275 Golfview Street**
 > [Map This Address](#) **Aurora, IL 60506**
 Phone **630-518-8484**
 Fax **630-882-9973**
 Email **info@semperfi.land**
 Website **<http://www.sfyardservice.com>**
 System Vendor Number **20215369**
 Next Renewal **8/22/2018**

Classifications

Small Business Set-Aside Program (SBSP) Registered **Yes**
 Registering as a **Prime & Subcontractor**

NIGP Codes

NIGP Code	Description
NIGP 02067	Mower-Tractor Unit or Self-Propelled Mower, for Slope Mowing (See Class 515 for Lawn Type Mowers)
NIGP 13508	Bricks, Common
NIGP 13509	Brick Facing
NIGP 67590	Liquid Formulation Herbicides
NIGP 91873	Landscaping Consulting
NIGP 96273	Restoration/Reclamation Services of Land and Other Properties
NIGP 98836	Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc.
NIGP 98852	Landscaping (Including Design, Fertilizing, Planting, etc. But Not Grounds Maintenance or Tree Trimming Services)
NIGP 98875	Roadside Maintenance Services, Including Mowing, etc. (Inactive, please see commodity code 988-36 effective January 1, 2016)
NIGP 999	Other/Not Specified



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington, DC 20420

November 10, 2015

In Reply Refer To: 06VE

Mr. Roberto Velazquez
Semper FI Yard Service, INC.
DUNS: 185279267
1215 Deer St.
Yorkville, IL 60560

Dear Mr. Velazquez:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Semper FI Yard Service, INC. has been verified as a Veteran-Owned Small Business (VOSB) and added to the Veteran business database at www.vip.vetbiz.gov. Semper FI Yard Service, INC. will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote Semper FI Yard Service, INC.'s verified status, you may use the following link to download the logo for use on marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_v.jpg

To ensure that Semper FI Yard Service, INC. is correctly listed in the Vendor Information Pages, check Semper FI Yard Service, INC.'s profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Semper FI Yard Service, INC. is in compliance with the regulation, Semper FI Yard Service, INC. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Semper FI Yard Service, INC. being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to Semper FI Yard Service, INC.'s verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm Semper FI Yard Service, INC.'s continued program eligibility.

At any time if Semper FI Yard Service, INC. discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed

*"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2.

Mr. Roberto Velazquez

within the allotted five (5) business days, CVE may request the U.S. Small Business Administration (SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Semper FI Yard Service, INC. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,



**Elizabeth E. Torres
Acting Director**



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction
2300 South Dirksen Parkway / Springfield, Illinois 62764

January 24, 2017

Mr. Roberto Velazquez, President
Semper Fi Yard Services, Inc.
1275 Golfview Street
Aurora, IL 60506

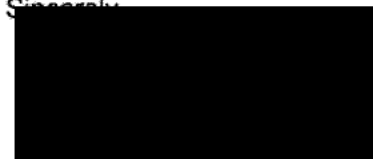
Dear Mr. Velazquez:

Enclosed is the Certificate of Eligibility for Semper Fi Yard Services, Inc. You are now a prequalified contractor with the Illinois Department of Transportation.

Please use the four digit contractor number shown on your certificate when performing subcontractor work. The five digit subcontractor number previously assigned has been deleted.

If you have any questions, please contact the Prequalification Section at (217) 782-3413.

Sincerely,



Tim Kell, P.E.
Engineer of Construction

Enclosure



ILLINOIS

Bruce Rauner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

September 1, 2016

Robert Velazquez
Semper Fi Yard Service Inc
1275 Golfview St
Aurora, IL 60506-5803

Certification Term Expires: September 1, 2017

Re: NCA Certification Approval (MBE)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied in the No-Change Affidavit (NCA), we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program for Minorities, Females and Persons with Disabilities. Your firm's name will remain in the State's Directory as a certified vendor with BEP.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program (BEP) in the specialty area(s) of:

SERVICES, MISC.
SERVICES, ECOLOGY
SERVICES, EROSION CONTROL
SERVICES, BUILDING & GROUNDS MAINTENANCE
SERVICES, FERTILIZER APPLICATION
SERVICES, LANDSCAPING
LAWN CARE, MISC.
SERVICES, PLANT POTTED
SERVICES, SEEDING
SERVICES, SNOW PLOWING

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program (BEP). We welcome your participation and wish you continued success.

(L49MBE)

100 W Randolph St., Suite 4-100, Chicago, IL 60601

Printed on Recycled Paper



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD B. BOVKIN
1st District

ROBERT STREEB
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

GEROAH SIMS
5th District

EDWARD M. MOGDY
6th District

ESSIE G. GARCIA
7th District

LUCAS ARROYO JR.
8th District

PETER M. SILVESTRI
9th District

BRIDGET GAMER
10th District

JOHN P. HALEY
11th District

JONNA FRITCHEY
12th District

LARRY SHIFFRIN
13th District

GREGG GOSAIN
14th District

TIMOTHY D. SCHNEIDER
15th District

JEFFREY B. TOROJAN
16th District

VERNA MORISON
17th District

November 21, 2016

Mr. Roberto R. Velazquez, President
Semper Fi Yard Services, Inc.
d/b/a Semper Fi Land Services Inc.
1275 Golfview Street
Aurora, IL 60506

Annual Certification Expires: December 7, 2017

Dear Mr. Velazquez:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Veteran-owned Business Enterprise (VBE)** by Cook County Government. This certification is valid until **December 7, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during the five (5) year term, you must file an annual **"No Change Affidavit"** within **sixty (60) business days** prior to the date of the annual expiration. Failure to file this Affidavit may result in the termination of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Complete Landscaping Services; Commercial Snow Plowing and Removal;
Ecological Restoration**

Your firm's participation on Cook County contracts will be credited toward MBE or VBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE or VBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ek



Thomas J. Ross
Executive Director

November 22, 2016

Roberto Velazquez
Semper Fi Yard Service, Inc.
1275 Golfview Street
Aurora, IL 60506

Dear Mr. Velazquez:

Pace Suburban Bus has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.61. Your next No Change Affidavit is due November 1, 2017. Notification will be sent to you sixty (60) days prior to this date.

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

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

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.pacebus.com. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

- NAICS Code 561730 Landscaping Services,
 - Specialty: Commercial and Residential Landscape Maintenance (Lawn Mowing, Plant Bed Maintenance, Tree & Shrub Care), Mulch, Dirt, Compost delivery and installation; planting of trees, shrubs and plants; sod and seed installation. Hardscape: permeable pavers; retaining walls; brick pavers; natural stone. Snow and Ice: snow plowing (roadways, parking lots, driveways); salt and ice melt services; shoveling; snow blowing walks

Semper Fi Yard Service, Inc.

November 22, 2016

Page 2

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Donald Mayes
DBE Liaison Officer

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Semper FI Yard Service, Inc., DBA Semper FI Land Services, Inc.

System Vendor Number: 20215369

[Return to Main Form](#)

Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	8/22/2017
STATUS	Accepted
BUSINESS NAME	Semper FI Yard Service, Inc. DBA Semper FI Land Services, Inc.
POINT OF CONTACT	Roberto Velazquez
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor	100
2. NAME OF CEO/BUSINESS OWNER	Roberto R. Velazquez	100
3. ANNUAL SALES/GROSS RECEIPTS	3,200,000	100
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	03/04/2004	100
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide.	100
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Frances Ramirez	100
CONTACT PERSON TITLE	Office Manager	
CONTACT PERSON PHONE	630-518-8484	
CONTACT PERSON EMAIL	info@semperfi.land	

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Small Business Set-Aside Program (SBSP)	100
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Vendor Registration: View Form

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

Semper Fi Yard Service, Inc., DBA Semper Fi Land Services, Inc.

System Vendor Number: 20215369

[Return to Main Form](#)

Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/22/2017
STATUS	Accepted
BUSINESS NAME	Semper Fi Yard Service, Inc. DBA Semper Fi Land Services, Inc.
POINT OF CONTACT	Roberto Velazquez
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	Yes - My business is already registered in this program and I would like to re-qualify	<input checked="" type="checkbox"/>								
	<table border="1"> <thead> <tr> <th>Document</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>SBSP Re-Qualification Statement</td> <td>Attached by Roberto Velazquez on 8/22/2017</td> </tr> <tr> <td>SBSP (PDF)</td> <td></td> </tr> <tr> <td>2017 Pre Qual Statement (PDF, 376.71 KB)</td> <td></td> </tr> </tbody> </table>	Document	Status	SBSP Re-Qualification Statement	Attached by Roberto Velazquez on 8/22/2017	SBSP (PDF)		2017 Pre Qual Statement (PDF, 376.71 KB)		
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SBSP Re-Qualification Statement	Attached by Roberto Velazquez on 8/22/2017									
SBSP (PDF)										
2017 Pre Qual Statement (PDF, 376.71 KB)										

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Pat Quinn, Governor

Rocco J. Claps, Director

IDHR #: 136572-00

Date Eligible: 02/04/2014

Expires on: 02/04/2019

Frances Ramirez

Semper FI Yard Service Inc.

1275 Golfview Street

Aurora, IL 60506

NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS

This Notice of Eligibility documents receipt by the Illinois Department of Human Rights (DHR) of a properly completed and signed Employer Report For (Form PC-1) filed by the above-named employer in compliance with 44 Ill Adm. Code 750/210(a). The IDHR Bidder Eligibility Number appearing above must be supplied, upon request, to contracting agencies.

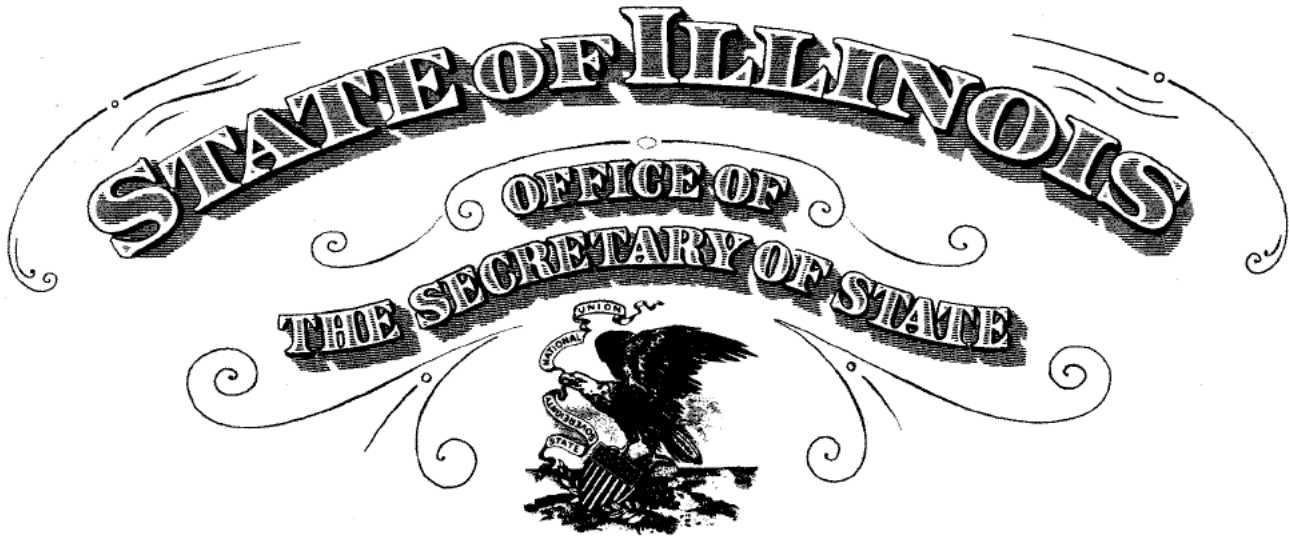
The use of this Bidder Eligibility Number is restricted to the employer name above. The Department's Public Contracts Unit must be notified in writing when any change is made in the employer's name and/or address. Any significant change involving the employer's form of organization, corporate affiliation, or workforce composition must also be reported in writing and may require the filing of a new Employer Report Form. Employers should be aware that the use of any business name other than that reported to the Department on any contract bid may preclude verification of eligibility by the Department or a contracting agency and may consequently result in denial.

THE ELIGIBILITY NUMBER EXPIRES FIVE YEARS FROM THE "ELIGIBILITY DATE" APPEARING ABOVE. No additional notice of the expiration date will be provided. Eligibility for the award of state contracts may expire at an earlier date if it is relinquished by the employer or revoked by the Department after finding that a public contractor or eligible bidder has engaged in unlawful discrimination or failed to comply with affirmative action requirements mandated by the Illinois Human Rights Acts (775 ILCS 5/1-101 et. Seq) (Act) and the public contracts portions of Department Rules (44 Ill. Admin. Code 750) (Rules). The Department may audit any eligible bidder or contractors found to have violated the Act and /or the Rules are subject to contract cancellation, bid eligibility revocation, and such other penalties as may be provided for by the Act. Issuance of this Notice does not, by itself, constitute Department approval of the employer's non-discrimination and affirmative action plans, policies, or practices.

This notice does not certify the Employer as a minority or female business enterprise, and does not constitute pre-qualification with regard to financial, insurance, or bonding capacity, or compliance with any requirement other than the bidder registration requirement referenced in the first paragraph. Employers should contact the agency with which they wish to do business for information regarding any other requirements governing contracting with that agency.

This notice should be kept with other important business documents. Employers requiring further information regarding their duties as eligible bidders and public contractors are encouraged to contact the Public Contracts Unit at the address printed above or telephone 312-814-2431

IDHR PCU (01-2010)



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SEMPER FI YARD SERVICES INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 12, 2007, ADOPTED THE ASSUMED NAME SEMPER FI LAND SERVICES INC. ON SEPTEMBER 29, 2016, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of OCTOBER A.D. 2017 .



Authentication #: 1727501918 verifiable until 10/02/2018
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Semper Fi Yard Service, Inc., DBA Semper Fi Land Services, Inc.

System Vendor Number: 20215369

[Return to Main Form](#)

Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	8/22/2017
STATUS	Accepted
BUSINESS NAME	Semper Fi Yard Service, Inc. DBA Semper Fi Land Services, Inc.
POINT OF CONTACT	Roberto Velazquez
FLAG FORM	Add Flag

D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	35	130
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 136572-00 2-4-2019	130

E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	Yes, registered and in good standing with the Illinois Secretary of State	130
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Additional Information

STAFF ATTACHED FILE(S)

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

Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Semper Fi Yard Service, Inc., DBA Semper Fi Land Services, Inc.

System Vendor Number: 20215369

[Return to Main Form](#)

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/22/2017
STATUS	Accepted
BUSINESS NAME	Semper Fi Yard Service, Inc. DBA Semper Fi Land Services, Inc.
POINT OF CONTACT	<u>Roberto Velazquez</u>
FLAG FORM	<u>Add Flag</u>

F. Certifications

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

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 ju

N/A

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

Yes

4. IF YOU ARE AWARDED A CONTRACT FOR WHICH THERE WAS A CURRENT VENDOR PROVIDING THE SERVICES COVERED BY THAT CONTRACT AND THE EMPLOYEES OF THAT VENDOR WHO PROVIDED THOSE SERVICES WERE COVERED BY A COLLECTIVE BARGAINING AGREEMENT, VENDOR CERTIFIES (I) THAT IT WILL OFFER TO ASSUME THE COLLECTIVE BARGAINING OBLIGATIONS OF THE PRIOR EMPLOYER, INCLUDING ANY EXISTING COLLECTIVE BARGAINING AGREEMENT WITH THE BARGAINING REPRESENTATIVE OF ANY EXISTING COLLECTIVE BARGAINING UNIT OR UNITS PERFORMING SUBSTANTIALLY SIMILAR WORK TO THE SERVICES COVERED BY THAT CONTRACT SUBJECT TO ITS BID OR OFFER; AND (II) THAT IT SHALL OFFER EMPLOYMENT TO ALL EMPLOYEES THAT ARE THEN CURRENTLY EMPLOYED IN ANY EXISTING BARGAINING UNIT WHO PERFORMS SUBSTANTIALLY SIMILAR WORK TO THE WORK THAT WILL BE PERFORMED PURSUANT TO THAT CONTRACT. THIS DOES NOT APPLY TO HEATING, AIR CONDITIONING, PLUMBING AND ELECTRICAL SERVICE CONTRACTS. 30 ILCS 500/25-80 ju

Yes

5. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 ju

Yes

6. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

7. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

YU

N/A

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

Yes

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

YU

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

27410

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Customer Support

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Vendor Registration: View Form

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

Semper Fi Yard Service, Inc., DBA Semper Fi Land Services, Inc.

System Vendor Number: 20215369

[Return to Main Form](#)

Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/22/2017
STATUS	Accepted
BUSINESS NAME	Semper Fi Yard Service, Inc. DBA Semper Fi Land Services, Inc.
POINT OF CONTACT	<u>Roberto Velazquez</u>
FLAG FORM	<u>Add Flag</u>

H. Iran Disclosure
<p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? PC</p> <p style="margin-left: 40px;">No business operations to disclose.</p>

Additional Information
<p>STAFF ATTACHED FILE(S) Attach File</p> <p style="text-align: center; font-size: small;"><u>Refresh List</u> after attaching file(s).</p>

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22041314 Procurement/Contract #: RR-17-4328

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20215369 IPG Expiration Date: 8/22/2018

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

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

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

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

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

Name	Address	Relationship to Disclosing Entity
N/A - None	N/A - None	N/A - None

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: N/A - None

5. Disclosure of Current and Pending Contracts

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISTHA	EOWA (IL 390)Lake Street (US 20) to Rohlwing Road (IL 53)	contract	\$1,323,776.20	I-15-4651
ISTHA	Landscaping Planting Improvements (I-355)	Pending	1,652,179.64	I-17-4328

6. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Semper FI Yard Service, Inc

Phone: (630)-544-1256

Street Address: 1275 Golfview St.

Email: Robert@semperfi.land

City, State, Zip: Aurora, IL 60506

Vendor Contact: Roberto R. Velazquez

Signature



Date: 10.2.2017

Printed Name: Roberto R. Velazquez Title: President

Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Semper Fi Yard Service, Inc., DBA Semper Fi Land Services, Inc.

System Vendor Number: 20215369

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/22/2017
STATUS	Accepted
REVIEWER	Jason Perry
DATE REVIEWED	8/22/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	8/22/2018
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	Yes
REGISTERING AS A	Prime & Subcontractor

Entity Information

BUSINESS NAME	Semper Fi Yard Service, Inc. DBA Semper Fi Land Services, Inc.
CONTACT FOR THIS SUBMISSION	Roberto Velazquez (change contact)
PRIMARY CONTACT EMAIL	franny@semperfi.land
PHONE	630-518-8484
FAX	630-882-9973
COMPANY EMAIL	info@semperfi.land
TAX ID NUMBER	XXXXXXXXXX
COMPANY TYPE	Corporation
ADDRESS	1275 Golfview Street Aurora, IL 60506 [edit address]

Vendor Registration: View Form

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

Semper Fi Yard Service, Inc., DBA Semper Fi Land Services, Inc.

System Vendor Number: 20215369

Return to Main Form

Vendor Registration	
FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/22/2017
STATUS	Accepted
BUSINESS NAME	Semper Fi Yard Service, Inc. DBA Semper Fi Land Services, Inc.
POINT OF CONTACT	<u>Roberto Velazquez</u>
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 70

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

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 70

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 70

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

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 70

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>Ownership</u> (DOCX)	Attached by Roberto Velazquez on 8/22/2017

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 70

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1. 70

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES. pu

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON? pu

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON? pu

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON? pu

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS? pu

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)? pu

No

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)? pu

No

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR. pu

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR. pu

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS? pu

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS? pu

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

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

No

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

No


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

Vendor Name: [Click here to enter text.](#)

DBA: [Click here to enter text.](#)

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Roberto R Velazquez		100	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-17-4328

(USE BLACK INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 26th, October, 2017 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Semper Fi Land Services, Inc.

- * a corporation organized and existing under the laws of the State of Illinois and authorized to do business in Illinois. (Attach Secretary of State certification)
- * ~~a partnership consisting of~~
- * ~~an individual doing business as~~
- * ~~a joint venture consisting of no more than three (3) members.~~

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of Aurora, in the State of IL (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

DESCRIPTION AND SCOPE OF WORK

The CONTRACTOR shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

CONTRACT

The following documents, taken as a whole, constitute the Contract:

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Standard Specifications.
8. The Proposal.
9. The Instructions to Bidders.
10. The Advertisement for Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

AGREEMENT

CONTRACT NO: RR-17-4328

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of _____, _____, 2017 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and _____

- * a corporation organized and existing under the laws of the State of _____ and authorized to do business in Illinois. (Attach Secretary of State certification)
- * a partnership consisting of
- * an individual doing business as
- * a joint venture consisting of no more than three (3) members.

(* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of _____, in the State of _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

DESCRIPTION AND SCOPE OF WORK

The CONTRACTOR shall perform all of the services and furnish all of the transportation, labor, materials, equipment and any other incidentals necessary or required to construct and complete the project described in this contract, also called The Work.

CONTRACT

The following documents, taken as a whole, constitute the Contract:

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Standard Specifications.
8. The Bid.
9. The Instructions to Bidders.
10. The Advertisement for Sealed Bids.

The terms and provisions of each and every one of the above documents are a part of this contract. In the event that any provision in any of the foregoing documents conflicts with any provisions in any other of the contract documents, the provisions in the contract document first above enumerated shall govern over the provisions of any other contract document which follows it.

CONTRACT NO: RR-17-4328

CONTRACT BOND AGREEMENT

The CONTRACTOR shall simultaneously herewith furnish and deliver to the Authority a Performance Bond, agreeing to perform the work in accordance with all of the provisions of the contract, as in said Performance Bond provided, and a Payment Bond, agreeing to pay not less than prevailing wages for the work to be performed in accordance with the contract and the laws of the State of Illinois and agreeing to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same date as this Agreement, in the forms prescribed by the AUTHORITY, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the AUTHORITY authorized to do business in the State of Illinois.

The CONTRACTOR agrees that said Bonds shall be maintained in full force and effect until final acceptance of the work by the AUTHORITY and thereafter, as provided in Article 103.05 of the Tollway Supplemental Specifications. The CONTRACTOR agrees and will cause the surety to agree to be bound by each and every provision of all of the contract documents.

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the AUTHORITY, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the AUTHORITY, the CONTRACTOR shall promptly furnish such additional security as may be required from time to time to protect the interests of the AUTHORITY and all persons supplying labor or materials in the prosecution of the work contemplated by this contract.

In the event the surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or if it shall be declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the AUTHORITY be insolvent, the CONTRACTOR agrees forthwith upon request of the AUTHORITY to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the AUTHORITY.

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Tollway Supplemental Specifications for THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY issued by the AUTHORITY.

TIME OF PERFORMANCE

The duration of this contract shall commence with the Executive Director's signature and shall continue until July 29, 2022, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date July 29, 2024.

This contract maybe renewed for two (2) additional one (1) year terms or one (1) additional two (2) year term, the length of any renewal is to be determined and agreed upon by the Parties.

CONTRACT NO: RR-17-4328

LIABILITY OF JOINT VENTURE

In the event the successful bidder (CONTRACTOR) of this Contract is a joint venture, then each individual, partnership, or corporation comprising such joint venture, shall be individually, personally, severally and jointly liable and responsible, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding or agreement to the contrary, if any, whether disclosed to the Authority or not, entered into by and between the individual, partnership, joint venture, or corporation comprising such joint venture.

PERFORMANCE OF THE WORK

The CONTRACTOR shall perform all work under the direct supervision, and to the satisfaction of the Construction Manager . The Construction Manager shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the work and interpretation of the specifications, and the Construction Manager's decision shall be final.

Any dispute between the Construction Manager and the CONTRACTOR with respect to any matter shall be decided by the Chief Engineering Officer of The Authority and his decision shall be final.

In the event that the quantity of any item of work as given in the Bid shall be greater or less than estimated, payment shall be made by the AUTHORITY on the basis of the actual quantity completed at the unit price for such item named in the Bid, subject to the provisions of the Article 104.02 of the Tollway Supplemental Specifications.

Notwithstanding anything contained in this contract, all payments to be made pursuant to this contract shall be subject to approval by the Chief Engineering Officer.

CONSIDERATION

The Authority shall pay the Contractor for the performance of the work, subject to any additions or deductions therein as provided for in the Specifications, in current funds, at the prices for the respective items of work shown in the Bid. Payments are to be made to the Contractor in accordance with and subject to the provisions of the contract documents.

ASSIGNMENT

This contract may not be assigned, transferred in whole or in part by the Vendor without prior written consent of the Illinois Tollway.

CONTRACT NO: RR-17-4328

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS

This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the contract. Currently, the Authority is not required to obtain a yearly appropriation of its funds. However, the Authority cannot and does not make any representations or warranties concerning future appropriation requirements.

COMPTROLLER REQUIREMENTS FOR CONTRACTS

Contractor and any and all subcontractors under this contract agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of five (5) years from the last action on the contract. Contractor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, Inspector General, and the Purchasing Agency.

The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Contractor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund.

FREEDOM OF INFORMATION ACT

This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

GOVERNING LAW; EXCLUSIVE JURISDICTION

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. **THE CONTRACTOR CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN DUPAGE COUNTY, STATE OF ILLINOIS.**

**CONTRACT NO: RR-17-4328
NOTICE**

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to **Semper FI Land Services Inc** at:

1275 Golfview st

Aurora IL 60506

or to the **AUTHORITY** at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time.

Addendum, if any, referred to on Page P-1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

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

Agreed By:

Roberto R Velazquez _____
President Date 12/11/17
Roberto R Velazquez _____
Printed Name as Signed Above

ATTEST:

Secretary

Frances M. Ramirez _____
Printed Name as Signed Above

APPROVED:

[Redacted] _____
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
Robert Schillerstrom, Chairman/Greg Bedalov, Executive Director Date 1/3/18

APPROVED:

[Redacted] _____
Michael Colsch, Chief Financial Officer Date 1-2-18

APPROVED:

[Redacted] _____
Elizabeth M.S. Oplawski, Acting General Counsel Date 12/27/17

Approve _____ Constitutionality

[Redacted] _____
Robert Lane, Senior Assistant Attorney General, State of Illinois Date 12-12-2017

CORPORATION SIGNATURE FORM

At a meeting on 10.31.2017, the Board of Directors
of Semper Fi Yard Services Inc. adopted the following Resolution:
(Name of Corporation)

“BE IT RESOLVED that Roberto R. Velazquez
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

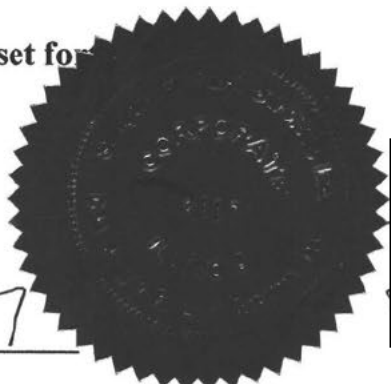
Semper Fi Yard Services Inc.
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. RR-17-4328.”

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

(Corporate Seal)

11.1.2017
Date



[Redacted Signature Area]
Secretary



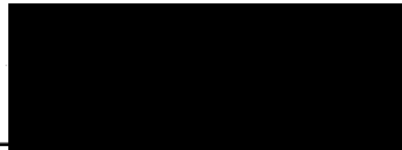
Illinois State Toll Highway Authority
State Exemption Number

The undersigned certifies that they are purchasing goods for use by, or to be included in projects of the Illinois State Toll Highway Authority. The Illinois State Toll Highway Authority is exempt from sales and use taxes in the state of Illinois for the following reason:

X Government Entity

The tax exemption number issued 1/1/15 by the Illinois Department of Revenue is:

Tax Exempt #



Business Name Semper Fi Yard Services, Inc.

Address 1275 Golfview St

City Aurora State IL Zip 60506

Contract Number RR-17-4328

Estimated Contract Start Date 12/22/17

Estimated Contract End Date 07/29/22

Other: _____

*This form is intended for use by the prime contractor on the above referenced contract number.
The prime contractor may provide a copy of this form to associated subcontractors and suppliers.*

Note: Keep copy with vendor file

3/5/15 Ver 2.0



jackhudson co.
insurance & surety

December 07, 2017

The Illinois State Toll Highway Authority
Attn: Mr Mark Thomas
2700 Ogden Avenue
Downers Grove, IL 60515


Re: Illinois Toll Highway Authority Project # RR-17-4328, Contractor Semper Fi Yard Service

Dear Mr Thomas:

This letter is to certify that we are a binding agent for AutoOwners Insurance Company and Owners Insurance Company. We are a broker for StarStone Specialty Insurance Company. All provisions of the certificate of insurance have been obtained, and all endorsements indicated have been secured from the insurance carriers.

If you have any questions, please contact the undersigned.

Sincerely,



Gregory J Wray,
agency Principal,
The Jack Hudson Co.

630.385.2412 office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2017

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 Jack Hudson Co. 108 West Van Emmon Street Yorkville IL 60560	CONTACT NAME: Greg Wray -or- Pamela Younger PHONE (A/C, No, Ext): (630)685-4442 E-MAIL ADDRESS:	FAX (A/C, No): (615)744-0999
	INSURER(S) AFFORDING COVERAGE	
INSURED Semper Fi Yard Service Inc, dba Semper Fi Land Services Inc and Always Faithful Properties 1215 Deer Street Yorkville IL 60560	INSURER A: Owners Insurance Co. NAIC # 32700	
	INSURER B: Auto-Owners Insurance 18988	
	INSURER C: StarStone Specialty Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: CL1712523637

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	ADDITIONAL INSURED	WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability <input checked="" type="checkbox"/> X,C,U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	Y	07 249 211	01/24/2017	01/24/2018	EACH OCCURRENCE: \$ 2,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 4,000,000. PRODUCTS - COMP/OP AGG \$ 4,000,000. \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	50-249-377-00	01/24/2017	01/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBI-UI-M-BI \$ 1,000,000.
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	50-249-426-00	01/24/2017	01/24/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	07 125 166	01/24/2017	01/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liability	Y		SSI-EE-COM-02-03-16	12/07/2017	12/07/2018	\$2,000,000 per Occurance \$2,000,000 Aggregate.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Services of Named Insured for Certificate Holder, pursuant to Contract # RR-17-4328 "Landscape Planting Improvements on I-80 and I-355". ADDITIONAL INSUREDS with respect to General Liability & Auto Liability & Pollution Liability, if required by written contract, on a Primary Non-Contributory basis: The Illinois State Toll Highway Authority together with its officials, directors & employees (see attached Forms CG2010 & CG2037 for G/L). The following are listed on attached Form 55181 (for G/L as Additional Insureds: the Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager. See also Endorsement SSI-EE-CPL-44 for Pollution Liability Additional Insureds. If required by written contract, WAIVER OF SUBROGATION in favor of ALL Additional Insureds applies to General Liability, Auto Liability, and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

The Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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COMMENTS/REMARKS

UMBRELLA FOLLOWS FORM as to inclusion of Additional Insureds and Waivers of Subrogation, for General Liability, Auto Liability and Workers Compensation. 30-Day Notice of Cancellation for Material Reduction in Coverage applies for Certificate Holder, with 10-Day's Notice for Cancellation due to non-payment of premium. [End.]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The Illinois State Toll Highway Authority With Its Officials, Directors & Employees.	Contract # RR-17-4328 "Landscape Planting Improvements" on I-80 and I-355.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The Illinois Toll Highway Authority With its Officials, Directors & Employees	Contract # RR-17-4328 "Landscape Planting Improvements" on I-80 & I-355.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, Construction Corridor Manager.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- 1. In the performance of your ongoing operations;
or

2. In connection with your premises owned by or rented to you.

B. The following is added to SECTION III - LIMITS OF INSURANCE:

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the designated person or organization, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Equiv to CG 2026



STARSTONE

Part of the Excess Group

Named Insured: Semper Fi Yard Service Inc,

Policy No: SSI-EE-COM-02-03-16

Endorsement No: dba Semper Fi Land Services Inc.

Effective Date: 12/07/2017

1.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT –
OWNERS, LESSEES OR CONTRACTORS -**

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person or Organization:

The Illinois State Toll Highway Authority, together with its officials, directors & employees; the Consulting Engineer; the Program Management Office (PMO); Project Manager; Design Section Engineer; Design Corridor Manager; Construction Manager; and Construction Corridor Manager.

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

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability caused, in whole or in part, by: your ongoing operations performed for the additional insureds pursuant to the written contract or written agreement; "your work" performed pursuant to the written contract or written agreement and included in the "products-completed operations hazard"; or in connection with premises owned by or rented to you.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

President

Secretary

COMMERCIAL GENERAL LIABILITY
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under SECTION II - WHO IS AN INSURED, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:

1. The following provision is added to **4. Other Insurance:**

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

**COMMERCIAL GENERAL LIABILITY
55352 (10-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**→ COMMERCIAL GENERAL LIABILITY PLUS
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. EXTENDED WATERCRAFT LIABILITY

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g.,** exclusion (2) is deleted and is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. BROADENED SUPPLEMENTARY PAYMENTS

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** and **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Paragraph 4., the amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

3. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04,** is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE:**

Commencing with the effective date of this policy, we will provide one additional Products-Completed

Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

4. PERSONAL INJURY EXTENSION

- a. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350,** is attached to this policy, then this provision, **4. PERSONAL INJURY EXTENSION,** does not apply.
- b. If the endorsement **EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350,** is not attached to this policy, then under **SECTION V - DEFINITIONS, 15. "Personal injury"** is deleted and replaced by the following:

15. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy; or
- f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

5. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a. To you; or
- b. To any officer, director, partner, risk manager or insurance manager of yours.

6. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. DAMAGE TO PREMISES RENTED TO YOU, a.** Limits of Insurance.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

(1) "Property damage" to:

- (a)** The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- (b)** Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(2) "Property damage" caused by or resulting from any of the following:

- (a)** Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- (b)** Cracking, settling, expansion or shrinking;
- (c)** Smoke or smog;
- (d)** Birds, insects, rodents or other animals;
- (e)** Wear and tear;
- (f)** Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- (g)** Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

- 1) You make a reasonable effort to maintain heat in the building or structure; or
- 2) You drain the equipment and shut off the water supply if the heat is not maintained.

(3) "Property damage" caused directly or indirectly by any of the following:

- (a)** Water that backs up from a drain or sewer;

- (b) Mud flow or mudslide;
- (c) Volcanic eruption, explosion or effusion;
- (d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- (e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;
- (f) Water under the ground surface pressing on, or seeping or flowing through:
 - 1) Walls, foundations, floors or paved surfaces;
 - 2) Basements, whether paved or not;
or
 - 3) Doors, windows or other openings.
- (4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph 6. is deleted and replaced by the following:

- 6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
- b. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, paragraph b., the word fire is amended to include fire, lightning, explosion, smoke or water damage.

7. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- a. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured, or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- b.** With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to SECTION III - LIMITS OF INSURANCE:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

8. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

- a. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. The provision is subject to the following additional exclusions, applicable to this provision only:
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.
- c. The following is added to **SECTION III - LIMITS OF INSURANCE**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II - WHO IS AN INSURED**, Paragraph 4. is deleted and replaced by the following.

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited

liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your on-going operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage:**

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage.**

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

- b. Is owned by:
- (1) **You**;
 - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
 - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership of the **trailer** arising from the use of the **trailer** by an individual or organization other than the **trailer** owner. No coverage applies to the owner or operator of the **auto** (that is not a **trailer**) to which the **trailer** is connected.

3. **Mobile equipment** while being carried or towed by a covered **auto**.
4. Non-motorized farm machinery or farm wagons while connected to or accidentally disconnected from such covered **auto**.

D. TEMPORARY SUBSTITUTE AUTOS

Any **auto you** do not own while used with the permission of its owner as a temporary substitute for a covered **auto you** own that is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. Loss; or
5. Destruction

shall be provided only those coverages which apply to such covered **auto** that is out of service.

E. HIRED AUTOS

Any leased, hired, rented or borrowed **auto** scheduled in the Declarations will be considered a covered **auto you** own and not a covered **auto you** lease, hire, rent or borrow.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an **insured** legally must pay as damages because of **bodily injury or property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **auto**.

We will also pay all sums an **insured** legally must pay as a **covered pollution cost or expense** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **auto**. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury or property damage** to which this insurance applies that is caused by the same **accident**.

We will investigate, settle or defend, as we consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy. We will do this at our expense, using attorneys of our choice. Our duty to defend or settle ends when the Limit of Insurance for Covered Autos Liability Coverage has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are **insureds**:

- a. **You** for any covered **auto**.
- b. Anyone else while using, with **your** permission, a covered **auto** (that is not a **trailer**) **you** own, lease, hire, rent or borrow except:
 - (1) (a) The owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed; or

(b) Any **employee**, agent or driver of the owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed.

- (2) Your **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), if such covered **auto** is owned by him or her or a member of his or her household.
 - (3) A person using such covered **auto** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.
 - (4) A person, other than an **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), or a lessee or borrower or any of their **employees**, while moving property to or from such covered **auto**.
- c. The owner of a **trailer**, non-motorized farm machinery or farm wagon only when connected to or accidentally disconnected from a covered **auto**.
 - d. A partner (if **you** are a partnership), a member (if **you** are a limited liability company) or an **executive officer** (if **you** are a corporation) while someone, other than **you**, is using with **your** permission a covered **auto**

you do not own, lease, hire, rent or borrow, in connection with **your** business.

- e. If **you** are an individual:
 - (1) A **family member** who does not own an **auto** (that is not a **trailer**); and
 - (2) A **family member** who owns an **auto** scheduled in the Declarations while using a covered **auto**; and
 - (3) Anyone else while using, with the permission of a **family member**, a scheduled **auto**.
- f. Anyone liable for the conduct of an **insured** described in 1.a. through 1.e. immediately above, only to the extent of that liability.
- g. Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations while using a scheduled **auto**.
- h. Those individuals or organizations described in 1.e. and 1.g. immediately above for liability associated with ownership or use of a **trailer** not scheduled in the Declarations which is owned by such individual or organization only when such **trailer**:
 - (1) Has a load capacity of 2,000 pounds or less; and
 - (2) Is not connected to an **auto**; or
 - (3) Is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage is not provided by this policy while such **trailer** is being used by an individual or organization other than the **trailer** owner.
- i. While any covered **auto** scheduled in the Declarations is rented or leased to **you** and is being used by or for **you**, its owner or anyone else from whom **you** rent or lease it is an **insured** but only for that covered **auto**.

2. Coverage Extensions

a. Supplementary Payments

In addition to our Limit of Insurance for Covered Autos Liability Coverage, we will also pay:

- (1) Premiums on appeal bonds in any **suit** we defend. We will not apply for or furnish such bonds.
- (2) Premiums on bonds to release attachments in any **suit** against an **insured** we defend, but only for bond amounts that do not exceed the applicable Limit of Insurance. We will not apply for or furnish such bonds.
- (3) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We will not apply for or furnish such bonds.

(4) Interest on damages owed by an **insured** because of a judgment in a **suit** we defend and accruing:

- (a) After the judgment, and until we pay, offer or deposit in court, the amount for which we are liable under this policy; or
- (b) Before the judgment, where owed by law, but only on that part of the judgment we pay.

(5) Expenses an **insured** incurs for first aid to others at the time of an **accident** covered by this policy.

(6) All court costs taxed against an **insured** in any **suit** against that **insured** which we defend.

(7) All reasonable expenses incurred by an **insured** at our request, including actual loss of earnings up to \$250 per day.

b. Out-of-state Coverage Extensions

While a covered **auto** is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not duplicate payments available under this or any other insurance for the same elements of loss.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. Care, Custody or Control

Property damage to or covered **pollution cost** or **expense** involving property owned or transported by the **insured** or in the **insured's** care, custody or control. This exclusion does not apply to:

- a. Liability assumed under a sidetrack agreement; or
- b. **Property damage** to a residence or private garage, caused by a covered **private passenger auto**, when the residence or private garage is in the care, custody or control of the **insured**.

Worker's Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13

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

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

Schedule

ILLINOIS

Any person for whom, or organization in which, you perform a service.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-4328

PERFORMANCE BOND

Bond No. B1192136

KNOW ALL PERSONS BY THESE PRESENTS, That we, Semper Fi Land Services, Inc.,
(Name of Principal)

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Selective Insurance Company of America
(Name of Surety)

a corporation organized and existing under the laws of the State of New Jersey with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One Million Six Hundred Eighty Nine Thousand Eight Hundred Four Dollars and Seventy-Six Cents (\$1,689,804.76), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

RR-17-4328 Landscape Planting Improvements

(Insert Contract Number and Description)

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

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

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

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals
this 8th day of November, 2017.

Surety Selective Insurance Company of America Principal Semper Fi Land Services, Inc.
Address 40 Wantage Ave. Address 1215 Deer St.
Branchville, New Jersey 07890 Yorkville, Illinois 60560

By [Redacted]
(Seal) Attorney in Fact
Agnes A. Froemel

By [Redacted]
(Signature) Roberto R. Velazquez (Seal) President
(Name & Title)

Agent for
Surety Northern Insurance Service, Ltd.
Address 350 Houbolt Road
Joliet, IL 60431

Attest [Redacted]
Corporate Secretary
OFFICIAL SEAL
State of Illinois
Expires Feb 17, 2019



(Attach Surety's Power of Attorney)

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

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

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me personally
appeared the above named _____

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged
the execution of the same.

Notary Public _____ County

(Corporation)

STATE OF Illinois }
COUNTY OF Kendall } ss:

On this 4 day of December, 2017, before me personally
appeared Roberto Velazquez

to me known, who, being by me duly sworn, did depose and say that he/she resides in Kendall County

that he/she is the President of Semper Fi Land Service
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said
corporation and that he/she signed his/her name thereto by like order.

Linda M. Weigand
Notary Public Kendall County

ACKNOWLEDGMENT OF SURETY

STATE OF Illinois }
COUNTY OF Will } ss:

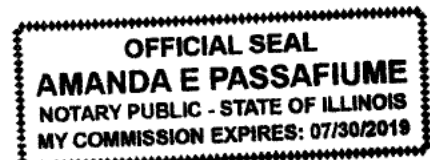
On this 8th day of November, 2017, before me personally
appeared Agnes Froemel to me known, who, being by me

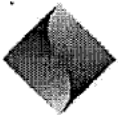
duly sworn, did depose and say that he/she resides in Grundy County
that he/she is the Attorney-in-Fact of the
Selective Insurance Company of America

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted
with Agnes Froemel and knows him/her to be the
Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Agnes Froemel
and was subscribed thereto by like order of the Board of Directors of said corporation.

Notary Public Will County

Amanda Passafiume





SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1192136

POWER OF ATTORNEY

Class B Performance Bond

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's seal and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Agnes Froemel

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: One Million Six Hundred Eighty Nine Thousand Eight Hundred Five Dollars (\$1,689,805.00)

Signed this 8th day of November, 2017

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

[Redacted Signature] Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of November, 2017 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

[Redacted Signature] Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 8th day of November, 2017

[Redacted Signature] Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-4328

PAYMENT BOND

Bond No. B1192136

KNOW ALL PERSONS BY THESE PRESENTS, That we, Semper Fi Land Services, Inc.,
(Name of Principal)

- a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Selective Insurance Company of America
(Name of Surety)

a corporation organized and existing under the laws of the State of New Jersey with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One Million Six Hundred Eighty Nine Thousand Eight Hundred Four Dollars and Seventy-Six Cents (\$1,689,804.76), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract #RR-17-4328 Landscape Planting Improvements

(Insert Contract Number and Description)

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

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

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

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 8th day of November, 2017.

Surety Selective Insurance Company of America

Principal Semper Fi Land Services, Inc.

Address 40 Wantage Ave.

Address 1215 Deer St.

By [Redacted]
(Seal) Attorney in Fact
Agnes A. Froemel

By [Redacted]
(Signature) Roberto K. Velazquez (Seal)
President
(Name & Title)

Agent for
Surety _____

Attest [Redacted]
Secretary

Address _____



(Attach Surety's Power of Attorney)

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

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

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partnership)

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me personally appeared the above named _____

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged the execution of the same.

Notary Public _____ County

(Corporation)

STATE OF Illinois }
COUNTY OF Kendall } ss:

On this 4 day of December, 2017, before me personally appeared Roberto Velazquez

to me known, who, being by me duly sworn, did depose and say that he/she resides in Kendall County that he/she is the President of Sompa Siband Services the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public _____ County



ACKNOWLEDGMENT OF SURETY

STATE OF Illinois }
COUNTY OF Will } ss:

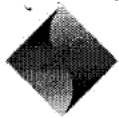
On this 8th day of November, 2017, before me personally appeared Agnes Froemel to me known, who, being by me

duly sworn, did depose and say that he/she resides in Grundy County that he/she is the Attorney-in-Fact of the Selective Insurance Company of America the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted with Agnes Froemel and knows him/her to be the Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said Agnes Froemel and was subscribed thereto by like order of the Board of Directors in the presence of deponent

Notary Public _____ County

Amanda Passafiume





SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1192136

POWER OF ATTORNEY

Class B Performance Bond

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Agnes Froemel**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **One Million Six Hundred Eighty Nine Thousand Eight Hundred Five Dollars (\$1,689,805.00)**

Signed this 8th day of November, 2017

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

STATE OF NEW JERSEY :

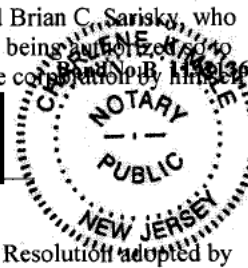
:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of November, 2017 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid

Signed this 8th day of November, 2017

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.