

RESOLUTION NO. 21828

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-18-4444 for Landscape Planting Improvements, on the Jane Addams Memorial Tollway (I-90) from Mile Post 13.00 (East of Riverside Boulevard) to Mile Post 25.40 (East of Genoa Road). The lowest responsive and responsible bidder on Contract No. RR-18-4444 is Semper Fi Yard Service, Inc. in the amount of \$1,429,406.57.

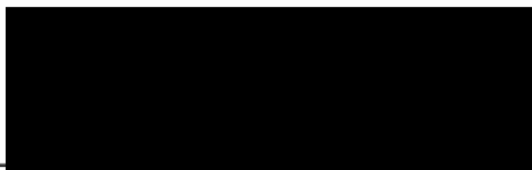
Resolution

Contract No. RR-18-4444 is awarded to Semper Fi Yard Service, Inc. in the amount of \$1,429,406.57, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RETURN WITH BID

SMALL BUSINESS SET-ASIDE

CONTRACT RR-18-4444

LANDSCAPE PLANTING IMPROVEMENTS
JANE ADDAMS MEMORIAL TOLLWAY (I-90)

MILE POST 13.00
(EAST RIVERSIDE BOULEVARD)
TO
MILE POST 25.40
(EAST OF GENOA ROAD)

IMPORTANT
BID ADDENDUM
ENCLOSED



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

CN-Tollway-PDK-4444 Contract Requirements Book Vol 1 - 07042019

**ADDENDUM NO.1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT RR-18-4444
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Date: February 22, 2019

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **March 1, 2019.**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Proposal by the Bidder. The Bidder's attention is called to Pages P-9R and P-10R which have been revised and included as part of the Schedule of Prices.
2. The following revised Special Provision pages are included with this Addendum: J-iR, J-iiR, J-5R, J-6R, J-51R, J-51aR and J-60R.
3. The following revised contract drawing will be issued to the successful Bidder: Volume 1– Drawing 3Revised per Change #7 listed in this document.
4. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on February 7, 2019 are included in this Addendum.
5. Responses to questions received from the Plan Holders are included in this Addendum.

CHANGES TO THE CONTRACT REQUIREMENTS

| SP. PROV. | PAY ITEM NO. | DESIGNATION | UNIT | ORIGINAL QUANTITY | CHANGE | NEW QUANTITY |
|-----------|--------------|---|---------|-------------------|---------|--------------|
| . | JT154067 | CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES | UNIT | 100,000 | -75,000 | 25,000 |
| | 999NEG46 | LIQUIDATED DAMAGES FOR NON-COMPLIANCE PER S.P.105.1.3 | CAL DAY | (4,500.00) | REMOVED | 0 |

CHANGES TO THE CONTRACT P-PAGES

Change #1

Contract Requirements, Volume II, Replace Page P-9 with Page P-9R(attached).

This change contains the following revisions:

- 1.1 Deleted the Pay Item No. 999NEG46 LIQUIDATED DAMAGES FOR NON-COMPLIANCE PER S.P. 105.1.3.
- 1.2 Removed the COMMENTS column.
- 1.3 Moved NOTE 1 from the COMMENTS column to the UNIT PRICE DOLLAR column.
- 1.4 Revised the amount for Pay Item JT154067 CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES from \$100,000.00 to \$25,000.00.

Change #2

Contract Requirements, Volume II, replace Page P-10 with Page P-10R(attached).

This change contains the following revision:

- 2.1 Revised the ECP BID CREDIT line to the BID CREDIT line.
- 2.2 Revised the amount in the line TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP) from \$77,000.00 to \$102,000.00.

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #3

Contract Requirements, Volume II, replace Pages J-i and J-ii with J-iR and J- iiR (attached).

This change contains the following revision:

- 3.1 Revised Table of Contents to coordinate with revised J-Pages.

Change #4

Contract Requirements, Volume II, replace J-5 with J-5R and J-6 with J-6R (attached).

This change contains the following revisions:

- 4.1 Revised the S.P. 103.3 to delete the Interim Completion Date.
- 4.2 Revised the S.P. 105.1.3 to delete the Liquidated Damages for Non-Completion Per S.P. 103.3.

Change #5

Contract Requirements, Volume II, replace Page J-51 with J-51R and J-51aR (attached).

- 5.1 Revised the PLANTING WOODY PLANTS special provision from all watering and plant care required will be considered part of the initial planting as specified and not paid separately until the Substantial Completion Date to all watering and plant care required will be considered part of the initial planting as specified and not paid separately until acceptance of all initial replacement plantings and Spring cleanup following the Semi Final Period of Establishment.

Change #6

Contract Requirements, Volume II, replace Page J-60 with J-60R (attached).

- 6.1 Revised the WOODY PLANT WILDLIFE REPELLENT special provision to correct an error in the Method of Measurement and Basis of Payment.

CHANGES TO THE CONTRACT PLANS

Change #7

Contract Plans, replace DRAWING NO. 3 with DRAWING NO. 3Revised (DRAWING NO. 3Revised will be issued to the successful bidder in the transmittal memo).

This change contains the following revision:

- 7.1 Deleted the INTERIM COMPLETION DATE line from the SUGGESTED PROGRESS SCHEDULE.
- 7.2 Revised the SUBSTANTIAL COMPLETION DATE from 5/15/2021 to 6/30/2020.

END OF ADDENDUM CHANGES

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ILLINOIS TOLLWAY STANDARD DRAWINGS

| STANDARD NO. | TITLE |
|---|---|
| SECTION D – ROADWAY APPURTENANCES (FENCE, SYMBOLS, MARKERS, AND DELINEATORS) | |
| D1-05 | RIGHT OF WAY FENCE |
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S.P. 103 CONTRACT COMPLETION DATE, SUBSTANTIAL AND INTERIM COMPLETION DATES

S.P. 103.1 CONTRACT COMPLETION DATE

The Contractor shall complete all work under this Agreement for the performance of Contract RR-18-4444 on or before 11:59 p.m. on **June 30, 2023** and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

S.P. 103.2 SUBSTANTIAL COMPLETION DATE

The Contractor shall have completed all planting of woody plants, renovation of existing woody plants and all herbiciding, seeding and interseeding under this Agreement for the performance of Contract RR-18-4444 on or before 11:59 p.m. on **June 30, 2020**.

S.P. 103.3 INTERIM COMPLETION DATE

NOT USED.

S.P. 104 NOTICE TO PROCEED/COMMENCEMENT OF ON-SITE WORK

In accordance with Article 103.08 of the Illinois Tollway Supplemental Specifications, it is anticipated the Notice to Proceed will be issued after the Contract is approved by all parties; including a work commencement date no

earlier than **May 9, 2019**. The Illinois Tollway will not issue the Notice to Proceed until all documents required by the Contract, including bonding and insurance requirements, are submitted by the Contractor and approved by the Illinois Tollway. A Time Extension Request shall not be considered should the Notice to Proceed be delayed due to the failure of the Contractor to submit contract documents in compliance with the specified requirements. There shall be no damages or additional compensation due the Contractor for delays, if any, in issuing the Notice to Proceed.

S.P. 105 LIQUIDATED DAMAGES FOR DELAY(S) AND INCENTIVE PLAN(S)

S.P. 105.1 LIQUIDATED DAMAGES

S.P. 105.1.1 LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 103.1

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$4,500.00** per day, as liquidated damages for each and every calendar day beyond the Completion Date stipulated in S.P. 103.1 that the work, or any part thereof, remains incomplete.

S.P. 105.1.2 LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 103.2

In accordance with the provisions of Article 108.09 of the Illinois Tollway Supplemental Specifications, the Contractor shall pay to the Illinois Tollway the sum of **\$4,500.00** per day, as liquidated damages for each and every calendar day beyond the Substantial Completion Date stipulated in S.P. 103.2 that the work, or any part thereof, remains incomplete.

S.P. 105.1.3 LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 103.3

NOT USED.

S.P. 105.2 COMPLETION INCENTIVE PAYMENT PLAN(S)

NOT USED.

S.P. 106 COOPERATION WITH UTILITIES AND OTHERS

The Contractor is responsible for verifying the nature and status of all utility relocation work prior to preparation of the Baseline Schedule. The Contractor shall take appropriate measures to ensure that construction operations do not interfere with utility facilities and relocation work. The Baseline Schedule shall reflect construction sequencing which coordinates with all utility relocation work. The Contractor shall be required to adjust the order of its work from time to time, to coordinate same with utility relocation work, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer.

253.15(c) During the Period of Establishment, each installed tree and shrub shall receive one pesticide treatment per year. Each treatment shall be based on recommendations of a Certified Arborist, licensed in the State of Illinois to commercially apply the pesticides.

Article 253.15 All watering and plant care required will be considered part of the initial planting as specified and not paid separately until acceptance of all initial replacement plantings and Spring cleanup following the Semi Final Period of Establishment. After acceptance of all initial replacement plantings and Spring cleanup plant care watering shall be paid for separately as WOODY PLANTS SUPPLEMENTAL WATERING and other plant care shall be paid for separately as WOODY PLANT CARE. See the WOODY PLANTS SUPPLEMENTAL WATERING and WOODY PLANT CARE special provisions for requirements and Basis of Payment.

Method of Measurement. This work will be measured in accordance with Article 253.16 of the Standard Specifications.

Basis of Payment. This work will be paid for as specified in Article 253.17 of the Standard Specifications modified as follows:

Edging and shredded hardwood bark mulch required in Toll Plaza areas will be considered as part of the cost of planting trees in those locations and not paid separately.

The cost of all replacement plantings required herein are considered part of the cost of planting the trees and shrubs and not paid separately.

All plant care specified for the plantings prior to the acceptance of all initial replacement plantings and Spring cleanup following the Semi Final Period of Establishment will be considered as part of the cost of planting and not paid separately.

Compost will be paid separately per cubic yard used to amend the planting backfill soil. Weed Control, Pre-Emergent will be paid separately.

After the acceptance of all initial replacement plantings and Spring cleanup following the Semi Final Period of Establishment, Plant Care and Woody Plants Supplemental Watering will be paid separately.

Revise 253.17 (a) and (b) as follows:

Upon completion of planting, mulch covering, wrapping and bracing, 100 percent of the pay item(s) will be paid.

Payment provisions not described above will remain as specified in the Standard Specifications.

| Pay Item Number | Designation | Unit of Measure |
|-----------------|--|-----------------|
| A2000120 | TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED | EACH |

A2000316

TREE, ACER MIYABEI MORTON (STATE STREET MIYABEI
MAPLE), 2" CALIPER, BALLED AND BURLAPPED

EACH

WOODY PLANT WILDLIFE REPELLENT

Description. This work shall consist of applying wildlife repellent to woody plants. Woody plant wildlife repellent will begin immediately where damage from wildlife is observed in areas designated by the Engineer.

Wildlife repellent shall be Liquid Fence or equivalent applied per manufactures specifications.

| Liquid Fence or equivalent | Weight Percent |
|---|----------------|
| Putrescent whole egg solids | 10.405% |
| Garlic | 3.746% |
| Sodium lauryl sulfate | 0.402% |
| Potassium sorbate | 0.486% |
| Thyme Oil | 0.010% |
| Proprietary and non-hazardous ingredients | 84.951% |
| Total | 100% |

Add the following provision to Article 253.15 of the Standard Specifications:

(c) "Penalties - Non-Conformance/Failure to Respond: When the Engineer determines a plant care, wildlife repellent or plant watering deficiency exists, the Engineer will notify the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, may be from 24 hours to 1 week based on the urgency of the situation and the nature of the work required. The Engineer will be the sole judge.

If the Contractor fails to correct the deficiency within the specified time, a daily monetary deduction will be imposed each calendar day until the deficiency is corrected to the satisfaction of the Engineer. The monetary deduction is \$500.00 per day for each plant care deficiency and required watering identified throughout the period of establishment as outlined in Article 253.15, Plant Care."

Method of Measurement. The work will be measured per gallon of Woody Plant Wildlife Repellent applied per manufacture's specifications for protection of woody plants.

Basis of Payment. The work will be paid for at the contract unit price per gallon for WOODY PLANT WILDLIFE REPELLENT and shall include all materials, equipment and labor as specified.

| Pay Item Number | Designation | Unit of Measure |
|-----------------|--------------------------------|-----------------|
| JT253013 | WOODY PLANT WILDLIFE REPELLENT | GALLON |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|---|-------|----------|-------------------|---------------|
| * | 20100110 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | UNIT | 250 | | |
| * | 20100210 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | UNIT | 140 | | |
| | 20101300 | TREE PRUNING (1 TO 10 INCH DIAMETER) | EACH | 118 | | |
| | 20101350 | TREE PRUNING (OVER 10 INCH DIAMETER) | EACH | 13 | | |
| | 20101600 | POTASSIUM FERTILIZER NUTRIENT | POUND | 90 | | |
| | 21101605 | TOPSOIL FURNISH AND PLACE, 2" | SQ YD | 4,840 | | |
| | 21101825 | TOPSOIL FURNISH AND PLACE, 6" | SQ YD | 4,840 | | |
| | 25000400 | NITROGEN FERTILIZER NUTRIENT | POUND | 30 | | |
| | 25000750 | MOWING | ACRE | 60.0 | | |
| | 25003210 | INTERSEEDING, CLASS 2A | ACRE | 5.0 | | |
| | 25100630 | EROSION CONTROL BLANKET | SQ YD | 4,840 | | |
| * | A2000120 | TREE, ACER X FREEMANI AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 13 | | |
| * | A2000316 | TREE, ACER MIYABEI MORTON (STATE STREET MIYABEI MAPLE), 2" CALIPER, BALLED AND BURLAPPED | EACH | 36 | | |
| * | A2002816 | TREE, CATALPA SPECIOSA (NORTHERN CATALPA), 2" CALIPER, BALLED AND BURLAPPED | EACH | 26 | | |
| * | A2002912 | TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 56 | | |
| * | A2006512 | TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 8 | | |
| * | A2006712 | TREE, QUERCUS MACROCARPA (BUR OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 93 | | |
| * | A2006822 | TREE, QUERCUS MUEHLENBERGII (CHINKAPIN OAK), CONTAINER GROWN, 3-GALLON | EACH | 81 | | |
| * | A2007612 | TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 6 | | |
| * | A2016812 | TREE, QUERCUS SHUMARDII (SHUMARD RED OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 94 | | |
| * | A2C015G3 | TREE, BETULA NIGRA (RIVER BIRCH), CONTAINER GROWN, 3-GALLON | EACH | 10 | | |
| * | A2C021G3 | TREE, CARYA LACINIOSA (SHELLBARK HICKORY), CONTAINER GROWN, 3-GALLON | EACH | 44 | | |
| * | A2C023G3 | TREE, CARYA OVATA (SHAGBARK HICKORY), CONTAINER GROWN, 3-GALLON | EACH | 15 | | |
| * | A2C025G3 | TREE, CERCIS CANADENSIS (REDBUD), CONTAINER GROWN, 3-GALLON | EACH | 10 | | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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|------|--------------|--|-------|----------|-------------------|---------------|
| * | A2C026G3 | TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), CONTAINER GROWN, 3-GALLON | EACH | 81 | | |
| * | A2C040G3 | TREE, PLATANUS OCCIDENTALIS (SYCAMORE), CONTAINER GROWN, 3-GALLON | EACH | 26 | | |
| * | A2C041G3 | TREE, OSTRYA VIRGINIANA (AMERICAN HOPHORNBEAM), CONTAINER GROWN, 3-GALLON | EACH | 66 | | |
| * | A2C049G5 | TREE, QUERCUS ALBA (WHITE OAK), CONTAINER GROWN, 5-GALLON | EACH | 15 | | |
| * | A2C050G5 | TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), CONTAINER GROWN, 5-GALLON | EACH | 37 | | |
| * | A2C052G3 | TREE, QUERCUS ELLIPSOIDALIS (HILL'S OAK), CONTAINER GROWN, 3-GALLON | EACH | 29 | | |
| * | A2C058G5 | TREE, QUERCUS MACROCARPA (BURR OAK), CONTAINER GROWN, 5-GALLON | EACH | 110 | | |
| * | A2C070G3 | TREE, TAXODIUM DISTICHUM (BALD CYPRESS), CONTAINER GROWN, 3-GALLON | EACH | 214 | | |
| * | B2001684 | TREE, CRATAEGUS CRUGALLI INERMIS (THORN LESS COCKSPUR HAWTHORN), 5' HEIGHT, SHRUB FORM, BALLED AND BURLAPPED | EACH | 30 | | |
| * | B2001964 | TREE, CRATAEGUS PHAENOPYRUM (WASHINGTON HAWTHORN), 5' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED | EACH | 6 | | |
| * | B2005385 | TREE, METASEQUOIA GLYPTOSTROBOIDES (DAWN REDWOOD), 2" CALIPER, BALLED AND BURLAPPED | EACH | 13 | | |
| * | C2C005G3 | SHRUB, CORYLUS AMERICANA (AMERICAN FILBERT), CONTAINER GROWN, 3-GALLON | EACH | 258 | | |
| * | C2C016G3 | SHRUB, CORNUS RACEMOSA (GRAY DOGWOOD), CONTAINER GROWN, 3-GALLON | EACH | 75 | | |
| * | C2C053G3 | SHRUB, PRUNUS AMERICANA (AMERICAN PLUM), CONTAINER GROWN, 3-GALLON | EACH | 319 | | |
| * | C2C059G3 | SHRUB, RHUS GLABRA (SMOOTH SUMAC), CONTAINER GROWN, 3-GALLON | EACH | 763 | | |
| * | D2001760 | EVERGREEN, PICEA ABIES (NORWAY SPRUCE), 5' HEIGHT, BALLED AND BURLAPPED | EACH | 17 | | |
| * | D2002160 | EVERGREEN, PICEA PUNGENS (COLORADO SPRUCE), 5' HEIGHT, BALLED AND BURLAPPED | EACH | 13 | | |
| * | D2C015G3 | EVERGREEN, JUNIPERUS VIRGINIANA (EASTERN RED CEDAR), CONTAINER GROWN, 3-GALLON | EACH | 279 | | |
| * | J1213004 | EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION) | FOOT | 1,000 | | |
| * | J1213006 | EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION) | FOOT | 1,000 | | |
| * | J1250110 | INTERSEEDING, CLASS 3 (MODIFIED) | ACRE | 13.0 | | |
| * | J481154 | AGGREGATE SURFACE REMOVAL AND PLACEMENT | SQ YD | 20 | | |
| * | J1A20011 | TREE, GLEDITSIA TRIACANTHOS INERMIS SKYLINE (SKYLINE THORNLESS COMMON HONEYLOCUST), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 34 | | |
| * | J1A20016 | TREE, POPULUS TREMULOIDES (QUAKING ASPEN), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 13 | | |

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| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|---|-------|----------|-------------------|---------------|
| * | JIA20049 | TREE, PLATANUS X ACERIFOLIA MORTON CIRCLE (EXCLAMATION LONDON PLANETREE), 1-1/2" CALIPER, TREE FORM, BALLED AND BURLAPPED | EACH | 51 | | |
| * | JIA20080 | TREE, GINKGO BILOBA AUTUMN GOLD (AUTUMN GOLD GINKGO), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 23 | | |
| * | JIA20083 | TREE, GYMNOCLADUS DIOICUS ESPRESSO (ESPRESSO KENTUCKY COFFEETREE), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 14 | | |
| * | JIA20110 | TREE, AESCULUS GLABRA (OHIO BUCKEYE), CONTAINER GROWN, 3-GALLON | EACH | 45 | | |
| * | JIA20115 | TREE, AESCULUS GLABRA (OHIO BUCKEYE), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 24 | | |
| * | JIA20150 | TREE, CATALPA SPECIOSA (NORTHERN CATALPA), CONTAINER GROWN, 3-GALLON | EACH | 15 | | |
| * | JIA20163 | TREE, CERCIDIPHYLLYM JAPONICUM (KATSURA TREE), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 20 | | |
| * | JIA20200 | TREE, GYMNOCLADUS DIOICUS (KENTUCKY COFFEETREE), CONTAINER GROWN, 3-GALLON | EACH | 37 | | |
| * | JIA20220 | TREE, LIRIODENDRON TULIPIFERA (TULIP-TREE), CONTAINER GROWN, 3-GALLON | EACH | 15 | | |
| * | JIA20236 | TREE, MALUS ROBINSON, (ROBINSON CRABAPPLE), 5' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED | EACH | 20 | | |
| * | JIA20360 | TREE, TILIA AMERICANA (AMERICAN BASSWOOD), CONTAINER GROWN, 3-GALLON | EACH | 36 | | |
| * | JIA20390 | TREE, ULMUS AMERICANA PRINCETON (PRINCETON ELM), CONTAINER GROWN, 3-GALLON | EACH | 11 | | |
| * | JIA20455 | TREE, ULMUS PATRIOT (PATRIOT ELM), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 12 | | |
| * | JIB20062 | TREE, POPULUS TREMULOIDES (QUAKING ASPEN), CONTAINER GROWN, 3-GALLON | EACH | 279 | | |
| * | JIB20063 | TREE, JUGLANS NIGRA (BLACK WALNUT), 4' WHIP, BARE ROOT | EACH | 954 | | |
| * | JIB20110 | TREE, ACER X FREEMANII 'JEFFERSRED' (AUTUMN BLAZE MAPLE), CONTAINER GROWN, 3-GALLON | EACH | 11 | | |
| * | JIB20171 | TREE, CRATAEGUS MOLLIS (DOWNY HAWTHORN), CONTAINER GROWN, 3-GALLON | EACH | 192 | | |
| * | JIB20185 | TREE, MALUS SUTYZAM (SUGAR TYME CRAB APPLE), 5' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED | EACH | 20 | | |
| * | JIC20081 | SHRUB, RHUS TYPHINA (STAGHORN SUMAC), CONTAINER GROWN, 3-GALLON | EACH | 811 | | |
| * | JIC20082 | SHRUB, SAMBUCUS CANADENSIS (ELDERBERRY), CONTAINER GROWN, 3-GALLON | EACH | 45 | | |
| * | JIC20090 | SHRUB, VIBURNUM DENTATUM VAR. LUCIDUM (ARROWWOOD VIBURNUM), CONTAINER GROWN, 3-GALLON | EACH | 87 | | |
| * | JID20043 | EVERGREEN, PINUS STROBUS (EASTERN WHITE PINE), CONTAINER GROWN, 3-GALLON | EACH | 15 | | |
| | JID250220 | SEEDING, CLASS 2E | ACRE | 1.0 | | |
| * | JS671020 | MOBILIZATION, TOLLWAY (MODIFIED) | L SUM | 1 | | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|---------------------------|--------------|---|--------|----------|-------------------|---------------|
| * | JS701010 | MAINTENANCE OF TRAFFIC | L SUM | 1 | | |
| * | JT250610 | SELECTIVE MOWING STAKES (SPECIAL) | EACH | 427 | | |
| * | JT253010 | WOODY PLANT SUPPLEMENTAL WATERING | UNIT | 407 | | |
| * | JT253011 | WOODY PLANT CARE | EACH | 8,000 | | |
| * | JT253012 | WOODY PLANT FERTILIZER | POUND | 3,194 | | |
| * | JT253013 | WOODY PLANT WILDLIFE REPELLENT | GALLON | 100 | | |
| * | JT253502 | PLANTING PROJECT MANAGEMENT | CAL MO | 50 | | |
| * | JT901032 | PRESEED HERBICIDE | ACRE | 28.0 | | |
| * | JT901042 | WEED CONTROL SELECTIVE (WOODY PLANTS AND BROADLEAF) | ACRE | 20.0 | | |
| * | JT992182 | MONITORING WOODY PLANTS | YEAR | 3 | | |
| * | K0036120 | MULCH PLACEMENT 4" | SQ YD | 800 | | |
| * | K1003860 | MOWING CYCLES | EACH | 16 | | |
| * | K1005482 | SHREDDED BARK MULCH 4" | SQ YD | 208 | | |
| * | MZ064800 | SELECTIVE CLEARING | UNIT | 20 | | |
| * | X0322453 | WEED CONTROL, PRE-EMERGENT | POUND | 4,517 | | |
| * | X0325787 | COMPOST | CU YD | 240 | | |
| * | X1900002 | INTERSEEDING, CLASS 4 (MODIFIED) | ACRE | 8.0 | | |
| * | X2010300 | TREE REMOVAL (UNDER 6 UNITS DIAMETER) | UNIT | 255 | | |
| * | X2503315 | INTERSEEDING, CLASS 4A (MODIFIED) | ACRE | 2.0 | | |
| * | X2503321 | INTERSEEDING, CLASS 5 (MODIFIED) | ACRE | 10.0 | | |
| TOTAL AMOUNT OF CORE WORK | | | | | | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|---|---------|----------|-------------------|---------------|
| * | JT155001 | CONTRACTOR'S QUALITY PROGRAM | L SUM | 1 | \$27,000.00 | \$27,000.00 |
| * | JT154018 | 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 |
| * | JT154067 | CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES | UNIT | 25,000 | \$1.00 | \$25,000.00 |
| | 999NEG21 | DAMAGES TO ILLINOIS TOLLWAYS OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST | OCCUR | | (4,000.00) | |
| | 999NEG30 | DAMAGES TO ILLINOIS TOLLWAYS OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK | OCCUR | | (2,000.00) | |
| | 999NEG31 | DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b) | INC/DAY | | (1,000.00) | |
| | 999NEG32 | LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e) | DAY | | (300.00) | |
| | 999NEG33 | NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1) | INC/DAY | | Note 1 | |
| | 999NEG34 | NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15 | DAY | | (1,000.00) | |
| | 999NEG35 | FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2) | OCCUR | | (25,000.00) | |
| | 999NEG36 | FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b) | DAY | | (500.00) | |
| | 999NEG37 | NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1) | INC/DAY | | (2,500.00) | |
| | 999NEG38 | FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2) | OCCUR | | (2,500.00) | |
| | 999NEG39 | FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3) | OCCUR | | (2,500.00) | |
| | 999NEG40 | LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4) | SQ. FT. | | (100.00) | |
| | 999NEG41 | NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5) | INC/DAY | | (2,500.00) | |
| | 999NEG42 | NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a) | INC/DAY | | (1,000.00) | |
| | 999NEG43 | FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b) | OCCUR | | (1,000.00) | |
| | 999NEG44 | LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1 | CAL DAY | | (4,500.00) | |
| | 999NEG45 | LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2 | CAL DAY | | (4,500.00) | |
| | 999NEG49 | DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3 | OCCUR | | (10,000.00) | |
| | 999NEG53 | NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION | OCCUR | | (1,000.00) | |
| | 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) | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT RR-18-4444
LANDSCAPE PLANTING IMPROVEMENTS
JANE ADDAMS MEMORIAL TOLLWAY (I-90)
MILEPOST 13.00 TO MILEPOST 25.40
SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|---|--------------|--|---------|---|-------------------|---------------|
| | 999NEG81 | FAILURE TO PROVIDE PLANT WATERINGS PER TOLLWAY SUPPL. SPEC. 253.15 (a) | CAL/DAY | | (600.00) | |
| | 999NEG82 | FAILURE TO RESPOND TO PLANT CARE PER ARTICLE 253.15 | OCCUR | | (500.00) | |
| ADJUSTMENTS | | | | | | |
| | 998ADJ45 | CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT | HOUR | | 15.00 | |
| TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP) | | | | | | \$102,000.00 |
| TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + | | | | CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID | | |
| BID CREDIT | | | | | | |
| AWARD CRITERIA | | | | | | |

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS

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



Capital Program

MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: February 7, 2019

Meeting location: Tollway Engineering Conference Room 219 A

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Rick Hanba

Project No.: RR-18-4444

AGENDA TOPICS

- 1.0 Introductions
- 2.0 DBE and Veteran Small Business Goals
- 3.0 Instructions to Bidders
- 4.0 Project Schedule
- 5.0 S.P. 101 Location and Scope of Work
- 6.0 S.P. 106 Coordination with Others
- 7.0 S.P. 106.2 Coordination with Other Contractors
- 8.0 S.P.110 Incidentals to the Planting Pay Items
- 9.0 Maintenance of Traffic
- 10.0 IDOT/Tollway Specifications
- 11.0 Addendum
- 12.0 Questions Received to Date
- 13.0 Questions
- 14.0 All remaining questions shall be submitted to Rhanba@getipass.com by 2 P.M. local time on February 15, 2019



Capital Program

MEETING AGENDA / SIGN-IN SHEET / MINUTES

Meeting date/time: February 7, 2019

Meeting location: Tollway Engineering Conference Room 219 A

Meeting Purpose: Optional Pre-Bid Meeting

Chairperson: Rick Hanba

Project No.: RR-18-4444

ATTENDEES SIGN-IN:

| | NAME | TITLE | ORGANIZATION | EMAIL | PHONE NUMBER |
|-----|-----------------------|----------------------|-----------------------------------|---|------------------|
| 1. | Deanna Dunkel | Diversity | Tollway | cdunkel@getpar.com | x1994 |
| 2. | Michelle Gross | Diversity | Tollway | mgross@getpar.com | |
| 3. | Rick Wanner | Zim Group | Landscape Arch | rickw@zimgroup.com | |
| 4. | NEAL PHELPS | CM | Zim Group | neal.p@zimgroup.com | 217-714-7568 |
| 5. | Anthony T. Castagnoli | Designer, Land Arch. | ZIM Group | anthony.c@zimgroup.com | 312-441-9554 x22 |
| 6. | MITCH HOLMER | ESTIMATOR | NATURAL CREATIONS LANDSCAPING INC | MHOLMER@NATURAL CREATIONS LANDSCAPING.COM | 815-724-0991 |
| 7. | LEE HANSON | CFO | AMERICAN DECORATIVE | LEE@SCG FIRM.COM | 630-871-6545 |
| 8. | MIKE TROST | Assoc. Landscape | CITY ESCAPE | miket@cityescape.biz | 773-640-1088 |
| 9. | Jeff Schmeby | Tollway | Tollway | jeff.schmeby@getpar.com | |
| 10. | | | | | |
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| 23. | | | | | |



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-18-4444

MEETING DATE/TIME: Thursday, February 12, 2019 at 1:00pm

CHAIRPERSON: Rick Hanba

LOCATION: Illinois Tollway

ISSUE DATE: Friday, February 22, 2019

PREPARED BY: Neal Phelps (NAP)

DISTRIBUTE TO: Attendees per Sign-In Sheet

MEETING MINUTES

| Item | Description | Responsibility | Due Date |
|------|---|----------------|----------|
| 1.0 | Introduction | | |
| 2.0 | DBE and Veteran Small Business Goals <ul style="list-style-type: none"> • Prime must be a registered in the Small Business Set-aside program through the Illinois Procurement Gateway (IPG) at the time of bid • No IDOT prequalification required • Self-performance requirement is 35% for this contract. Please refer to the Tollway Supplemental Specification, section 108.01. • No DBE or Veteran Goals on this contract. • EEO Workforce Participation: The Tollway's Special Provision for Equal Employment Opportunity Program establishes workforce goals of Minority participation (6.3%) and Female participation (6.9%) • Bid Credits (Cap of \$30,000) and Prime must own and submit and ECP Certificate in order to use a subcontractor's ECP certificate | | |
| 3.0 | Instructions to Bidders <ul style="list-style-type: none"> • All bids must include disclosures & certifications otherwise the bid will be deemed non-responsive | | |
| 4.0 | Project Schedule <ul style="list-style-type: none"> • Bidder should find material sources early • Scattered plantings can begin in fall • Return to planting in spring • Pay Items require maintenance so plantings are in good condition | | |



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-18-4444

MEETING DATE/TIME: Thursday, February 12, 2019 at 1:00pm

| | | | |
|------|---|--|--|
| 5.0 | S.P. 101 Location and Scope of Work <ul style="list-style-type: none"> Planting, maintenance, seeding, mowing, removal, etc. | | |
| 6.0 | S.P. 106 Coordination with Others <ul style="list-style-type: none"> Coordination includes, but isn't limited to, IDOT, Winnebago County, Boone County Cities of Rockford and Belvidere, Village of Cherry Valley, and others | | |
| 7.0 | S.P. 106.2 Coordination with Other Contractors <ul style="list-style-type: none"> Contract 4443 adjacent (Landscape Plantings) Preservation contract starting September 2019 from Plaza 1 to Kishwaukee. | | |
| 8.0 | S.P. 110 Incidentals to the Planting Pay Items <ul style="list-style-type: none"> Read and be clear of when plant care work is incidental and when plant care work is paid | | |
| 9.0 | Maintenance of Traffic <ul style="list-style-type: none"> No major lane closures (CM will need permits for any other access based closures) | | |
| 10.0 | IDOT/Tollway Specifications <ul style="list-style-type: none"> Standards, Tollway supplemental (March 30, 2018) SP101 in contract, vol.2 | | |
| 11.0 | Addendum <ul style="list-style-type: none"> To be issued around February 22nd. Will include: Meeting minutes, answers to questions from this meeting, answers to questions submitted to me via email before February 15, 2019. | | |
| 12.0 | Questions Received to Date <ul style="list-style-type: none"> None to date | | |
| 13.0 | Questions (Raised in Meeting) <ul style="list-style-type: none"> What should be done when plants are not available in the variety or size specified? Will watering be incidental? Timing may be a challenge, can an extension for planting woody plants by the May 15, 2020 Interim Completion Date be considered? | | |
| 14.0 | All remaining questions shall be submitted to Rhanba@getipass.com by 2 P.M. local time on February 15, 2019 | | |

Please notify the preparer of any corrections and/or clarifications within 5 business days.

Next Meeting Date:



Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-18-4444

MEETING DATE/TIME: Thursday, February 12, 2019 at 1:00pm

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
RR-18-4444 Jane Addams Memorial Tollway (I-90). Landscape
Planting Improvement Mile Post 13 to Mile Post 25.4

Date: February 22, 2019

Re: Questions Received from Plan Holders

QUESTION #1

What should be done when plants are not available in the variety or size specified?

ANSWER #1

The PLANTING WOODY PLANTS special provision under Substitutions outlines the written procedure for requesting substitutions of the nearest equivalent size/variety of plant when the specified size and variety is not available.

QUESTION #2

Will watering be incidental?

ANSWER #2

Initial watering of woody plants is included in the pay items for the various trees and shrubs until the Substantial Completion Date. Following the Substantial Completion Date watering is measured for payment as WOODY PLANTS SUPPLEMENTAL WATERING

QUESTION #3

Timing may be a challenge, can an extension for planting woody plants by the May 15, 2020 Interim Completion Date be considered?

ANSWER #3

The May 15, 2020 Interim Completion Date has been deleted in this addendum to allow more time to plant the woody plants.

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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

Instruction and information to Bidders

I-1 thru I-9

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: RR-18-4444

SMALL BUSINESS SET-ASIDE

Sealed Bids for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, March 1, 2019, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for February 7, 2019 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room 219A at 1:00 p.m.

The work to be done under this Contract shall be started on or about May 9, 2019. All work under this Contract shall be completed by June 30, 2023.

The work under this Contract shall consist of: Planting of balled and burlapped, bare root and container grown, trees and shrubs, maintenance and monitoring of installed trees and shrubs during the planting and extended establishment period, seeding and interseeding, mowing for interseeding preparation and maintenance mowing, tree and shrub removal, weed control, pruning and mulching existing trees and shrubs, erosion and sediment control, and maintenance of traffic operations.

The work under this Contract is to be performed on: Jane Addams Memorial Tollway (I-90) between Mile Post 13.00 and Mile Post 25.40 in Winnebago and Boone Counties, 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, bid forms and other Contract Documents for this Contract are available from BHFx Digital Imaging, and can be viewed and/or ordered for purchase by visiting the On-line Plan Room via www.illinoistollwaybidding.com. Copies of the current Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction can be purchased directly from BHFx Digital Imaging. The current Illinois Tollway Supplemental Specifications may also be viewed in the 'Doing Business' section on the Tollway website. Current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the 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 Richard Hanba at ghanba@getipass.com, to be received no later than 2:00 p.m. local time on February 15, 2019.

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: January 31, 2019

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.

Joint Ventures are not allowed under the Small Business Program

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

E-18-4444
Semper Fi Land Inc.

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 | Financial Disclosures Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive. | ✓ Form B |
| Optional Bid Credit Incentive Program Certificates | Section I #27 Bid Credit Incentive Programs Special Provision | If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information | ✓ |
| Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4 | Section I #4 P-Pages | Fill in all available pay item prices with values of \$0.01 or greater. | ✓ |
| Bid Bond or Bid Guaranty | P-2 and P-3 | Must be submitted with bid or bid will be considered non-responsive. Bid bond must include Signature and Corporate Seal. | ✓ |
| Preferences, Contacts and Affidavit | Section R | | ✓ |
| Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing | Section I #10 | Current standing at the time of bid will be verified by the Tollway | ✓ |
| Illinois Dept. of Human Rights (IDHR) | A-1 Section I #25 | IDHR # Current standing at the time of bid will be verified by the Tollway | ✓ |
| Current Contractual Obligations | Section S | | S-1 only |

Construction Bid Check List

| | | | |
|---|----------------|---|---|
| Tollway Standard Terms & Conditions | Section TC | | ✓ |
| Responsible Bidder Affidavit PA-1 signed and Notary Seal | Section I #34 | | ✓ |
| State Board of Election (BOE) | Section I # 24 | Current standing at the time of bid will be verified by the Tollway | ✓ |
| Documents Required from Lowest Responsive/Responsible Bidder Upon Request from the Tollway (Notice of Intent e-mail will be sent requesting these items) | | | |
| Agreement | Section T | Signatures and Corporate Seal <i>Rec. W/Bid</i> | |
| Performance Bond | Section U | Submit using Tollway form U-1 and U-2 | |
| Payment Bond | Section V | Submit using Tollway form V-1 & V-2 | |
| Insurance | Section I #16 | | |
| Evidence of authority of company representatives to execute the Contract, such as Board of Directors' Minutes, or a resolution authorizing officers of the firm to execute the Contract Documents | | | |
| Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation. | | | |
| Any supplemental financial or experience information if requested by the Illinois Tollway. | | | |
| A completed Signature Authority Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation | | | |
| A completed W-9 form if this is the first time the company is conducting business with the Tollway as a Prime Contractor. Please refer to the following link for the most current IRS W-9 form: http://www.irs.gov/pub/irs-pdf/fw9.pdf | | | |
| A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document. | | | |
| As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database. | | | |

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. BID GUARANTY

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

7. WAGE STIPULATIONS

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act") or is a service contract subject to the prevailing wage requirement of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus 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 website for revisions to prevailing wage rates. For information regarding current

prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act and Code, including but not limited to all wage requirements 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 July 16, 2014, the Prevailing Wage Act has been amended. Below is a summary of some of the important changes that may affect you:

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 15th** of the following month.
- Payroll records must be kept for 5 years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for 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 TRANACT BUSINESS UNDER AN ASSUMED NAME**

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 Assumed Business Name Act, 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 execution of the contract. 30 ILCS 500/20-43. The Secretary of State Certification will be verified by the Tollway for the apparent low Bidder.

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.

Illinois Department of Human Rights Public Contracts Number: Bidder shall complete and return the IDHR Public Contract Number form in Forms A, Part 2, or in the Illinois Procurement Gateway

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **RESERVED**

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 matches the final contract book P-Pages. When submitting a hard copy bid, in the event of a discrepancy between the spreadsheet schedule of prices from the online plan room, and the contract book P-Pages, the contract book P-Pages and Addenda control and take precedence over the spreadsheet schedule of prices.

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

21. **PUBLISHED PROCUREMENT INFORMATION:**

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

22. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the IDOT Standard Procurement Rules 44 ILL ADM 6.390 through 6.440. All protests shall be in writing and filed with the CPO within 7 calendar days after the protester knows or should have known of the facts giving rise to the protest. Protests filed after the 7 calendar day period will not be considered. In addition, protests that raise issues of fraud, corruption or illegal acts affecting specifications, special provisions, supplemental specifications and plans must be received by the CPO no later than 14 calendar days before the date set for opening of bids. The Protest Review Office information is as follows:

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

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399

Illinois Relay: (800) 526-0844

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**

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

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. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- **CONSTRUCTIONWORKS PROGRAM**

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

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

- **EARNED CREDIT PROGRAM**

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

See the Operational Guide for Earned Credit Program at <https://www.illinoistollway.com/doing-business/construction-engineering#Earned%20Credit%20Program>.

- **PARTNERING FOR GROWTH - CONSTRUCTION for DISADVANTAGED BUSINESS ENTERPRISE OR VETERAN-OWNED SMALL BUSINESS BID CREDIT INCENTIVE PROGRAM**

A firm performing as a mentor in an approved Partnering for Growth (P4G) – Construction relationship, providing assistance to and training of a DBE or Veteran firm can earn Bid Credits that may be used toward future Tollway construction bids.

See the Operational Guide for Partnering For Growth - Construction For Disadvantaged Business Enterprise Bid Credit Incentive Program and the Operational Guide For Partnering For Growth – Construction For Veteran-owned Small Business Bid Credit Incentive Program at <https://www.illinoistollway.com/doing-business/diversity-development/programs#Mentor>

28. **REPORTING OF COMMUNICATIONS WITH VENDORS**

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

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

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

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-contractor means a person or entity that enters into a contractual agreement with a person or entity who has a contract with the Illinois Tollway pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary Illinois Tollway contract. A person or entity is not a sub-contractor if that person only provides goods or supplies that are incidental to the performance of a contract by a person who holds the contract with the Illinois Tollway. In no event shall a sub-contractor be allowed to start work prior to approval by the Tollway.

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 may 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. **ACCEPTANCE OF SCANNED SIGNATURES**

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

39. **EXPATRIATED ENTITIES**

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

PART II: Bid Requirements

| | |
|--|------------------------------------|
| Bid | Return with Bid |
| Bid 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 |
| Bid Credit Program, if applicable | Return with Bid |
| Illinois Tollway Standard Terms and Conditions | Return with Bid |
| State Board of Election | Will be verified by Tollway |
| Illinois Department of Human Rights Number | Return with Bid |
| Secretary of State Certificate of Good Standing | Will be verified by Tollway |

| | | | | | | | | | | | | |
|---------------------|-----|-----|---|-------|-------|-----|-----|-----|-------|-------|------|------|
| MARBLE FINISHERS | ALL | BLD | | 33.88 | | 1.5 | 1.5 | 2 | 9.40 | 5.86 | 0.00 | 0.75 |
| MARBLE MASON | ALL | BLD | | 35.53 | 35.78 | 1.5 | 1.5 | 2 | 8.60 | 7.52 | 0.00 | 0.59 |
| MATERIAL TESTER I | ALL | ALL | | 31.20 | 31.20 | 1.5 | 1.5 | 2 | 13.77 | 13.20 | 0.00 | 0.50 |
| MATERIALS TESTER II | ALL | ALL | | 36.20 | 36.20 | 1.5 | 1.5 | 2 | 13.77 | 13.20 | 0.00 | 0.50 |
| MILLWRIGHT | ALL | BLD | | 38.52 | 42.37 | 1.5 | 1.5 | 2 | 9.40 | 15.00 | 0.00 | 0.60 |
| OPERATING ENGINEER | ALL | BLD | 1 | 45.80 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 2 | 45.10 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 3 | 42.65 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 4 | 40.65 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 5 | 49.55 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 6 | 48.80 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 7 | 45.80 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | FLT | | 38.00 | 38.00 | 1.5 | 1.5 | 2 | 18.05 | 13.60 | 1.90 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 1 | 45.65 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 2 | 45.10 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 3 | 43.80 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 4 | 42.35 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 5 | 40.90 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 6 | 48.65 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 7 | 46.65 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| PAINTER | ALL | ALL | | 38.55 | 40.55 | 1.5 | 1.5 | 1.5 | 10.30 | 8.46 | 0.00 | 1.35 |
| PAINTER SIGNS | ALL | BLD | | 33.92 | 38.09 | 1.5 | 1.5 | 1.5 | 2.60 | 2.71 | 0.00 | 0.00 |
| PILEDRIVER | ALL | BLD | | 40.40 | 44.84 | 1.5 | 1.5 | 2 | 10.39 | 13.90 | 0.00 | 0.60 |
| PILEDRIVER | ALL | HWY | | 43.74 | 45.49 | 1.5 | 1.5 | 2 | 10.65 | 14.00 | 0.00 | 0.49 |
| PIPEFITTER | ALL | BLD | | 47.30 | 50.61 | 1.5 | 1.5 | 2 | 8.79 | 11.94 | 0.00 | 1.45 |
| PLASTERER | ALL | BLD | | 34.78 | 38.26 | 1.5 | 1.5 | 2 | 10.85 | 15.84 | 0.00 | 0.50 |
| PLUMBER | ALL | BLD | | 47.30 | 50.61 | 1.5 | 1.5 | 2 | 8.79 | 11.94 | 0.00 | 1.45 |
| ROOFER | ALL | BLD | | 42.30 | 45.30 | 1.5 | 1.5 | 2 | 9.08 | 12.14 | 0.00 | 0.58 |
| SHEETMETAL WORKER | ALL | BLD | | 41.24 | 44.54 | 1.5 | 1.5 | 2 | 6.90 | 18.36 | 0.00 | 0.39 |
| SPRINKLER FITTER | ALL | BLD | | 37.12 | 39.87 | 1.5 | 1.5 | 2 | 8.42 | 8.50 | 0.00 | 0.35 |
| STONE MASON | ALL | BLD | | 40.92 | 43.67 | 1.5 | 1.5 | 2 | 10.10 | 12.02 | 0.00 | 0.89 |

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|-------------------|-----|-------|-------|-----|-----|---|-------|-------|------|------|
| TERRAZZO FINISHER | ALL | BLD | 33.88 | 1.5 | 1.5 | 2 | 9.40 | 5.86 | 0.00 | 0.75 |
| TERRAZZO MASON | ALL | BLD | 35.53 | 1.5 | 1.5 | 2 | 8.60 | 7.52 | 0.00 | 0.59 |
| TILE LAYER | ALL | BLD | 39.40 | 1.5 | 1.5 | 2 | 10.39 | 13.90 | 0.00 | 0.60 |
| TILE MASON | ALL | BLD | 35.53 | 1.5 | 1.5 | 2 | 8.60 | 7.52 | 0.00 | 0.59 |
| TRUCK DRIVER | ALL | ALL 1 | 35.02 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TRUCK DRIVER | ALL | ALL 2 | 35.17 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TRUCK DRIVER | ALL | ALL 3 | 35.37 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TRUCK DRIVER | ALL | ALL 4 | 35.48 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TUCKPOINTER | ALL | BLD | 40.92 | 1.5 | 1.5 | 2 | 10.10 | 12.02 | 0.00 | 0.89 |

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays
H/W Health/Welfare benefit

Explanations BOONE COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATION TECHNICIAN

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

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.); Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Grader, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver, Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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.

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".

**Prevailing Wage rates for
Winnebago County
effective Sept. 1, 2017**

| Trade Title | Region | Type | Class | Base Wage | Foreman Wage | M-F OT | OSA | OSH | H/W | Pension | Vacation | Training |
|----------------------|--------|------|-------|-----------|--------------|--------|-----|-----|-------|---------|----------|----------|
| ASBESTOS ABT-GEN | ALL | BLD | | 37.75 | 38.75 | 1.5 | 1.5 | 2 | 8.52 | 17.79 | 0.00 | 0.80 |
| ASBESTOS ABT-MEC | ALL | BLD | | 18.95 | 0.00 | 1.5 | 1.5 | 2 | 2.70 | 3.35 | 0.00 | 0.00 |
| BOILERMAKER | ALL | BLD | | 48.49 | 52.86 | 2 | 2 | 2 | 6.97 | 19.61 | 0.00 | 0.90 |
| BRICK MASON | ALL | BLD | | 39.42 | 42.17 | 1.5 | 1.5 | 2 | 10.10 | 12.02 | 0.00 | 0.89 |
| CARPENTER | ALL | BLD | | 39.40 | 43.73 | 1.5 | 1.5 | 2 | 10.39 | 13.90 | 0.00 | 0.60 |
| CARPENTER | ALL | HWY | | 43.74 | 45.49 | 1.5 | 1.5 | 2 | 10.65 | 14.00 | 0.00 | 0.49 |
| CEMENT MASON | ALL | ALL | | 36.99 | 39.74 | 1.5 | 1.5 | 2 | 10.85 | 15.49 | 0.00 | 0.50 |
| CERAMIC TILE FNCSH | ALL | BLD | | 33.88 | 33.88 | 1.5 | 1.5 | 2 | 9.40 | 5.86 | 0.00 | 0.75 |
| COMMUNICATION TECH | ALL | BLD | | 39.00 | 42.90 | 1.5 | 1.5 | 2 | 12.84 | 13.67 | 0.00 | 0.78 |
| ELECTRIC PWR EQMT OP | ALL | ALL | | 37.89 | 51.48 | 1.5 | 1.5 | 2 | 5.00 | 11.75 | 0.00 | 0.38 |
| ELECTRIC PWR EQMT OP | ALL | HWY | | 41.45 | 56.38 | 1.5 | 1.5 | 2 | 5.50 | 12.87 | 0.00 | 0.73 |
| ELECTRIC PWR GRNDMAN | ALL | ALL | | 29.30 | 51.48 | 1.5 | 1.5 | 2 | 5.00 | 9.09 | 0.00 | 0.29 |
| ELECTRIC PWR GRNDMAN | ALL | HWY | | 32.00 | 56.38 | 1.5 | 1.5 | 2 | 5.50 | 9.92 | 0.00 | 0.66 |
| ELECTRIC PWR LINEMAN | ALL | ALL | | 45.36 | 51.48 | 1.5 | 1.5 | 2 | 5.00 | 14.06 | 0.00 | 0.45 |
| ELECTRIC PWR LINEMAN | ALL | HWY | | 49.67 | 56.38 | 1.5 | 1.5 | 2 | 5.50 | 15.40 | 0.00 | 0.88 |
| ELECTRIC PWR TRK DRV | ALL | ALL | | 30.34 | 51.48 | 1.5 | 1.5 | 2 | 5.00 | 9.40 | 0.00 | 0.30 |
| ELECTRIC PWR TRK DRV | ALL | HWY | | 33.14 | 56.38 | 1.5 | 1.5 | 2 | 5.50 | 10.29 | 0.00 | 0.59 |
| ELECTRICIAN | ALL | BLD | | 45.50 | 50.05 | 1.5 | 1.5 | 2 | 12.84 | 18.73 | 0.00 | 0.91 |
| ELEVATOR CONSTRUCTOR | ALL | BLD | | 46.83 | 52.68 | 2 | 2 | 2 | 13.57 | 14.51 | 3.77 | 0.60 |
| GLAZIER | ALL | BLD | | 39.53 | 39.53 | 1.5 | 1.5 | 1.5 | 10.55 | 8.20 | 0.00 | 1.25 |
| HT/FROST INSULATOR | ALL | BLD | | 33.83 | 36.87 | 1.5 | 1.5 | 2 | 9.10 | 20.67 | 0.00 | 0.48 |
| IRON WORKER | ALL | ALL | | 38.33 | 44.08 | 2 | 2 | 2 | 12.27 | 24.57 | 0.00 | 0.60 |
| LABORER | ALL | BLD | | 32.82 | 33.84 | 1.5 | 1.5 | 2 | 8.52 | 17.79 | 0.00 | 0.80 |
| LABORER | ALL | HWY | | 35.00 | 35.75 | 1.5 | 1.5 | 2 | 8.52 | 20.73 | 0.00 | 0.80 |
| LABORER, SKILLED | ALL | HWY | | 37.75 | 38.50 | 1.5 | 1.5 | 2 | 8.52 | 20.73 | 0.00 | 0.80 |

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|---------------------|-----|-----|---|-------|-------|-----|-----|-----|-------|-------|------|------|
| LATHER | ALL | BLD | | 39.40 | 43.73 | 1.5 | 1.5 | 2 | 10.39 | 13.90 | 0.00 | 0.60 |
| MACHINIST | ALL | BLD | | | | 1.5 | 1.5 | 2 | | 8.95 | 1.85 | |
| MARBLE FINISHERS | ALL | BLD | | 33.88 | | 1.5 | 1.5 | 2 | 9.40 | 5.86 | 0.00 | 0.75 |
| MARBLE MASON | ALL | BLD | | 36.71 | 36.96 | 1.5 | 1.5 | 2 | 9.40 | 8.02 | 0.00 | 0.80 |
| MATERIAL TESTER I | ALL | ALL | | 33.56 | 0.00 | 1.5 | 1.5 | 2 | 8.24 | 16.39 | 0.00 | 0.80 |
| MATERIALS TESTER II | ALL | ALL | | 33.56 | 0.00 | 1.5 | 1.5 | 2 | 8.24 | 16.39 | 0.00 | 0.80 |
| MILLWRIGHT | ALL | BLD | | 38.52 | 42.37 | 1.5 | 1.5 | 2 | 9.40 | 15.00 | 0.00 | 0.60 |
| OPERATING ENGINEER | ALL | BLD | 1 | 45.80 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 2 | 45.10 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 3 | 42.65 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 4 | 40.65 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 5 | 49.55 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 6 | 48.80 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | BLD | 7 | 45.80 | 49.80 | 2 | 2 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 1 | 45.65 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 2 | 45.10 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 3 | 43.80 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 4 | 42.35 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 5 | 40.90 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 6 | 48.65 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| OPERATING ENGINEER | ALL | HWY | 7 | 46.65 | 49.65 | 1.5 | 1.5 | 2 | 18.80 | 13.45 | 2.35 | 1.30 |
| PAINTER | ALL | ALL | | 38.55 | 40.55 | 1.5 | 1.5 | 1.5 | 10.30 | 8.46 | 0.00 | 1.35 |
| PILEDRIIVER | ALL | BLD | | 39.94 | 44.33 | 1.5 | 1.5 | 2 | 9.75 | 13.05 | 0.00 | 0.60 |
| PILEDRIIVER | ALL | HWY | | 43.74 | 45.49 | 1.5 | 1.5 | 2 | 10.65 | 14.00 | 0.00 | 0.49 |
| PIPEFITTER | ALL | BLD | | 47.30 | 50.61 | 1.5 | 1.5 | 2 | 8.79 | 11.94 | 0.00 | 1.45 |
| PLASTERER | ALL | BLD | | 34.78 | 38.26 | 1.5 | 1.5 | 2 | 10.85 | 15.84 | 0.00 | 0.50 |
| PLUMBER | ALL | BLD | | 47.30 | 50.61 | 1.5 | 1.5 | 2 | 8.79 | 11.94 | 0.00 | 1.45 |
| ROOFER | ALL | BLD | | 42.30 | 45.30 | 1.5 | 1.5 | 2 | 9.08 | 12.14 | 0.00 | 0.58 |
| SHEETMETAL WORKER | ALL | BLD | | 41.24 | 44.54 | 1.5 | 1.5 | 2 | 6.90 | 18.36 | 0.00 | 0.39 |
| SPRINKLER FITTER | ALL | BLD | | 37.12 | 39.87 | 1.5 | 1.5 | 2 | 8.42 | 8.50 | 0.00 | 0.35 |
| STONE MASON | ALL | BLD | | 39.42 | 42.17 | 1.5 | 1.5 | 2 | 10.10 | 12.02 | 0.00 | 0.89 |

| | | | | | | | | | | | |
|-------------------|-----|-----|-------|-------|-----|-----|---|-------|-------|------|------|
| TERRAZZO FINISHER | ALL | BLD | 33.88 | | 1.5 | 1.5 | 2 | 9.40 | 5.86 | 0.00 | 0.75 |
| TERRAZZO MASON | ALL | BLD | 36.71 | 36.96 | 1.5 | 1.5 | 2 | 9.40 | 8.02 | 0.00 | 0.80 |
| TILE LAYER | ALL | BLD | 39.40 | 43.73 | 1.5 | 1.5 | 2 | 10.39 | 13.90 | 0.00 | 0.60 |
| TILE MASON | ALL | BLD | 36.71 | 36.96 | 1.5 | 1.5 | 2 | 9.40 | 8.02 | 0.00 | 0.80 |
| TRUCK DRIVER | ALL | ALL | 35.02 | 0.00 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TRUCK DRIVER | ALL | ALL | 35.17 | 0.00 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TRUCK DRIVER | ALL | ALL | 35.37 | 0.00 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TRUCK DRIVER | ALL | ALL | 35.48 | 0.00 | 1.5 | 1.5 | 2 | 8.60 | 8.60 | 0.00 | 0.20 |
| TUCKPOINTER | ALL | BLD | 39.42 | 42.17 | 1.5 | 1.5 | 2 | 10.10 | 12.02 | 0.00 | 0.89 |

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations WINNEBAGO COUNTY

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATIONS TECHNICIAN

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

LABORER, SKILLED - HIGHWAY

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

abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

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

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

OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

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

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

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

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

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or 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.

Other Classifications of Work:

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

LANDSCAPING

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-18-4444

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, March 1, 2019 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: Planting of balled and burlapped, bare root and container grown, trees and shrubs, maintenance and monitoring of installed trees and shrubs during the planting and extended establishment period, seeding and interseeding, mowing for interseeding preparation and maintenance mowing, tree and shrub removal, weed control, pruning and mulching existing trees and shrubs, erosion and sediment control, and maintenance of traffic operations.

The services will be performed within the: Jane Addams Memorial Tollway (I-90) between Mile Post 13.00 and Mile Post 25.40 in Winnebago and Boone Counties, 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 2-22-19
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 \$ 5%, 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-18-4444, hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to Bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to Bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to Bidders shall become and be a part of said Contract as provided by law.

It is understood that the quantities of work and material shown herein in the Schedule of Prices of the Bid are approximate only, and are subject to increase or decrease as provided in the 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 Bid.

The undersigned is (check one)

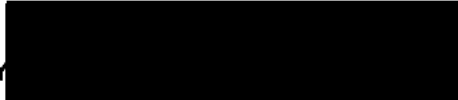
an individual

a Partnership

a Corporation under the laws of the State of Illinois

having principal office at 1275 Golfview St. Aurora, IL 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 1 day of March, 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

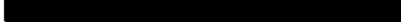
PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

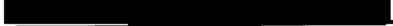
Name Address

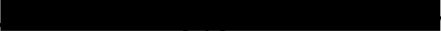
Name Address

Name Address

INCORPORATED:

Roberto R. Velazquez
President  Address

Rodolfo Velazquez
Vice-President  Address

Frances Ramirez
Secretary  Address

Treasurer Address

Bid Notes

Each bid solicitation will have a contract-specific Bid Credit cap on the amount of Bid Credit that can be applied to the contract. This particular solicitation has a Bid Credit cap of \$30,000.00. Any Bid Credits applied above and beyond the Bid Credit cap will not be considered.

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

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

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-18-4444 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 28.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR | COMMENTS |
|------|--------------|--|-------|----------|-------------------|---------------|----------|
| * | 20100110 | TREE REMOVAL (8 TO 15 UNITS DIAMETER) | UNIT | 250 | \$25.00 | \$6,250.00 | |
| * | 20100210 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | UNIT | 140 | \$35.00 | \$4,900.00 | |
| | 20101300 | TREE PRUNING (1 TO 10 INCH DIAMETER) | EACH | 118 | \$250.00 | \$29,500.00 | |
| | 20101350 | TREE PRUNING (OVER 10 INCH DIAMETER) | EACH | 13 | \$250.00 | \$3,250.00 | |
| | 20101600 | POTASSIUM FERTILIZER NUTRIENT | POUND | 90 | \$1.00 | \$90.00 | |
| | 21101805 | TOPSOIL FURNISH AND PLACE, 2" | SQ YD | 4,840 | \$1.00 | \$4,840.00 | |
| | 21101826 | TOPSOIL FURNISH AND PLACE, 6" | SQ YD | 4,840 | \$1.00 | \$4,840.00 | |
| | 25000400 | NITROGEN FERTILIZER NUTRIENT | POUND | 30 | \$1.00 | \$30.00 | |
| | 25000750 | MOWING | ACRE | 60.0 | \$200.00 | \$12,000.00 | |
| | 25003210 | INTERSEEDING, CLASS 2A | ACRE | 5.0 | \$3,500.00 | \$17,500.00 | |
| | 25100830 | EROSION CONTROL BLANKET | SQ YD | 4,840 | \$1.00 | \$4,840.00 | |
| * | A2000120 | TREE, ACER X FREEMANII AUTUMN BLAZE (AUTUMN BLAZE FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 13 | \$450.00 | \$5,850.00 | |
| * | A2000316 | TREE, ACER MIYABEI MORTON (STATE STREET MIYABEI MAPLE), 2" CALIPER, BALLED AND BURLAPPED | EACH | 38 | \$450.00 | \$16,200.00 | |
| * | A2002816 | TREE, CATALPA SPECIOSA (NORTHERN CATALPA), 2" CALIPER, BALLED AND BURLAPPED | EACH | 26 | \$450.00 | \$11,700.00 | |
| * | A2002912 | TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 66 | \$350.00 | \$19,600.00 | |
| * | A2006512 | TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 8 | \$350.00 | \$2,800.00 | |
| * | A2006712 | TREE, QUERCUS MACROCARPA (BUR OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 93 | \$350.00 | \$32,550.00 | |
| * | A2006822 | TREE, QUERCUS MUEHLENBERGII (CHINKAPIN OAK), CONTAINER GROWN, 3-GALLON | EACH | 81 | \$88.00 | \$7,128.00 | |
| * | A2007612 | TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 6 | \$350.00 | \$2,100.00 | |
| * | A2018812 | TREE, QUERCUS SHUMARDII (SHUMARD RED OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 94 | \$350.00 | \$32,900.00 | |
| * | A2C015G3 | TREE, BETULA NIGRA (RIVER BIRCH), CONTAINER GROWN, 3-GALLON | EACH | 10 | \$88.00 | \$880.00 | |
| * | A2C021G3 | TREE, CARYA LACINIOSA (SHELLBARK HICKORY), CONTAINER GROWN, 3-GALLON | EACH | 44 | \$88.00 | \$3,872.00 | |
| * | A2C023G3 | TREE, CARYA OVATA (SHAGBARK HICKORY), CONTAINER GROWN, 3-GALLON | EACH | 15 | \$88.00 | \$1,320.00 | |
| * | A2C025G3 | TREE, CERCIS CANADENSIS (REDBUD), CONTAINER GROWN, 3-GALLON | EACH | 10 | \$88.00 | \$880.00 | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR | COMMENTS |
|------|--------------|--|-------|----------|-------------------|---------------|----------|
| * | A2C026G3 | TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), CONTAINER GROWN, 3-GALLON | EACH | 81 | \$88.00 | \$7,128.00 | |
| * | A2C040G3 | TREE, PLATANUS OCCIDENTALIS (SYCAMORE), CONTAINER GROWN, 3-GALLON | EACH | 28 | \$88.00 | \$2,288.00 | |
| * | A2C041G3 | TREE, OSTRYA VIRGINIANA (AMERICAN HOPHORNBEAM), CONTAINER GROWN, 3-GALLON | EACH | 66 | \$88.00 | \$5,808.00 | |
| * | A2C049G5 | TREE, QUERCUS ALBA (WHITE OAK), CONTAINER GROWN, 5-GALLON | EACH | 15 | \$180.00 | \$2,700.00 | |
| * | A2C050G5 | TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), CONTAINER GROWN, 5-GALLON | EACH | 37 | \$190.00 | \$7,030.00 | |
| * | A2C052G3 | TREE, QUERCUS ELLIPSOIDALIS (HILL'S OAK), CONTAINER GROWN, 3-GALLON | EACH | 29 | \$88.00 | \$2,552.00 | |
| * | A2C056G5 | TREE, QUERCUS MACROCARPA (BURR OAK), CONTAINER GROWN, 5-GALLON | EACH | 110 | \$180.00 | \$19,800.00 | |
| * | A2C070G3 | TREE, TAXODIUM DISTICHUM (BALD CYPRESS), CONTAINER GROWN, 3-GALLON | EACH | 214 | \$150.00 | \$32,100.00 | |
| * | B2001664 | TREE, CRATAEGUS CRUSGALLI INERMIS (THORN LESS COCKSPUR HAWTHORN), 5' HEIGHT, SHRUB FORM, BALLED AND BURLAPPED | EACH | 30 | \$350.00 | \$10,600.00 | |
| * | B2001964 | TREE, CRATAEGUS PHAENOPYRUM (WASHINGTON HAWTHORN), 5' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED | EACH | 6 | \$350.00 | \$2,100.00 | |
| * | B2005385 | TREE, METASEQUOIA GLYPTOSTROBOIDES (DAWN REDWOOD), 2" CALIPER, BALLED AND BURLAPPED | EACH | 13 | \$650.00 | \$8,450.00 | |
| * | C2C005G3 | SHRUB, CORYLUS AMERICANA (AMERICAN FILBERT), CONTAINER GROWN, 3-GALLON | EACH | 256 | \$83.00 | \$21,248.00 | |
| * | C2C016G3 | SHRUB, CORNUS RACEMOSA (GRAY DOGWOOD), CONTAINER GROWN, 3-GALLON | EACH | 75 | \$83.00 | \$6,225.00 | |
| * | C2C053G3 | SHRUB, PRUNUS AMERICANA (AMERICAN PLUM), CONTAINER GROWN, 3-GALLON | EACH | 319 | \$83.00 | \$26,477.00 | |
| * | C2C059G3 | SHRUB, RHUS GLABRA (SMOOTH SUMAC), CONTAINER GROWN, 3-GALLON | EACH | 783 | \$83.00 | \$63,329.00 | |
| * | D2001780 | EVERGREEN, PICEA ABIES (NORWAY SPRUCE), 5' HEIGHT, BALLED AND BURLAPPED | EACH | 17 | \$450.00 | \$7,650.00 | |
| * | D2002160 | EVERGREEN, PICEA PUNGENS (COLORADO SPRUCE), 5' HEIGHT, BALLED AND BURLAPPED | EACH | 13 | \$450.00 | \$5,850.00 | |
| * | D2C015G3 | EVERGREEN, JUNIPERUS VIRGINIANA (EASTERN RED CEDAR), CONTAINER GROWN, 3-GALLON | EACH | 279 | \$83.00 | \$23,157.00 | |
| * | J1213004 | EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION) | FOOT | 1,000 | \$1.00 | \$1,000.00 | |
| * | J1213006 | EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION) | FOOT | 1,000 | \$1.00 | \$1,000.00 | |
| * | J1250110 | INTERSEEDING, CLASS 3 (MODIFIED) | ACRE | 13.0 | \$3,000.00 | \$39,000.00 | |
| * | J1481154 | AGGREGATE SURFACE REMOVAL AND PLACEMENT | SQ YD | 20 | \$1.00 | \$20.00 | |
| * | J1A20011 | TREE, GLEDITSIA TRIACANTHOS INERMIS SKYLINE (SKYLINE THORNLESS COMMON HONEYLOCUST), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 34 | \$383.00 | \$13,022.00 | |
| * | J1A20016 | TREE, POPULUS TREMULOIDES (QUAKING ASPEN), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 13 | \$383.00 | \$4,979.00 | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR | COMMENTS |
|------|--------------|---|-------|----------|-------------------|---------------|----------|
| * | JIA20049 | TREE, PLATANUS X ACERIFOLIA MORTON CIRCLE (EXCLAMATION LONDON PLANETREE), 1-1/2" CALIPER, TREE FORM, BALLED AND BURLAPPED | EACH | 51 | \$383.00 | \$19,533.00 | |
| * | JIA20080 | TREE, GINKGO BILOBA AUTUMN GOLD (AUTUMN GOLD GINKGO), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 23 | \$383.00 | \$8,809.00 | |
| * | JIA20083 | TREE, GYMNOCLADUS DIOICUS ESPRESSO (ESPRESSO KENTUCKY COFFEETREE), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 14 | \$383.00 | \$5,362.00 | |
| * | JIA20110 | TREE, AESCULUS GLABRA (OHIO BUCKEYE), CONTAINER GROWN, 3-GALLON | EACH | 45 | \$88.00 | \$3,980.00 | |
| * | JIA20115 | TREE, AESCULUS GLABRA (OHIO BUCKEYE), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 24 | \$383.00 | \$9,192.00 | |
| * | JIA20150 | TREE, CATALPA SPECIOSA (NORTHERN CATALPA), CONTAINER GROWN, 3-GALLON | EACH | 15 | \$88.00 | \$1,320.00 | |
| * | JIA20183 | TREE, CERCIDIPHYLLUM JAPONICUM (KATSURA TREE), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 20 | \$375.00 | \$7,500.00 | |
| * | JIA20200 | TREE, GYMNOCLADUS DIOICUS (KENTUCKY COFFEETREE), CONTAINER GROWN, 3-GALLON | EACH | 37 | \$83.00 | \$3,071.00 | |
| * | JIA20220 | TREE, LIRIODENDRON TULIPIFERA (TULIP-TREE), CONTAINER GROWN, 3-GALLON | EACH | 15 | \$88.00 | \$1,320.00 | |
| * | JIA20238 | TREE, MALUS ROBINSON, (ROBINSON CRABAPPLE), 5' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED | EACH | 20 | \$380.00 | \$7,600.00 | |
| * | JIA20380 | TREE, TILIA AMERICANA (AMERICAN BASSWOOD), CONTAINER GROWN, 3-GALLON | EACH | 36 | \$88.00 | \$3,168.00 | |
| * | JIA20390 | TREE, ULMUS AMERICANA 'PRINCETON' (PRINCETON ELM), CONTAINER GROWN, 3-GALLON | EACH | 11 | \$88.00 | \$968.00 | |
| * | JIA20455 | TREE, ULMUS PATRIOT (PATRIOT ELM), 1-1/2" CALIPER, BALLED AND BURLAPPED | EACH | 12 | \$383.00 | \$4,596.00 | |
| * | JIB20062 | TREE, POPULUS TREMULOIDES (QUAKING ASPEN), CONTAINER GROWN, 3-GALLON | EACH | 279 | \$88.00 | \$24,552.00 | |
| * | JIB20063 | TREE, JUGLANS NIGRA (BLACK WALNUT), 4' WHIP, BARE ROOT | EACH | 954 | \$40.00 | \$38,160.00 | |
| * | JIB20110 | TREE, ACER X FREEMANII 'JEFFERSRED' (AUTUMN BLAZE MAPLE), CONTAINER GROWN, 3-GALLON | EACH | 11 | \$138.00 | \$1,518.00 | |
| * | JIB20171 | TREE, CRATAEGUS MOLLIS (DOWNY HAWTHORN), CONTAINER GROWN, 3-GALLON | EACH | 192 | \$110.00 | \$21,120.00 | |
| * | JIB20185 | TREE, MALUS SUTYZAM (SUGAR TYME CRAB APPLE), 5' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED | EACH | 20 | \$375.00 | \$7,500.00 | |
| * | JIC20081 | SHRUB, RHUS TYPHINA (STAGHORN SUMAC), CONTAINER GROWN, 3-GALLON | EACH | 811 | \$60.00 | \$48,660.00 | |
| * | JIC20082 | SHRUB, SAMBUCUS CANADENSIS (ELDERBERRY), CONTAINER GROWN, 3-GALLON | EACH | 45 | \$75.00 | \$3,375.00 | |
| * | JIC20090 | SHRUB, VIBURNUM DENTATUM VAR. LUCIDUM (ARROWWOOD VIBURNUM), CONTAINER GROWN, 3-GALLON | EACH | 87 | \$75.00 | \$6,525.00 | |
| * | JID20043 | EVERGREEN, PINUS STROBUS (EASTERN WHITE PINE), CONTAINER GROWN, 3-GALLON | EACH | 15 | \$110.00 | \$1,650.00 | |
| | JID250220 | SEEDING, CLASS 2E | ACRE | 1.0 | \$2,800.00 | \$2,800.00 | |
| * | JS671020 | MOBILIZATION, TOLLWAY (MODIFIED) | L SUM | 1 | \$76,500.00 | \$76,500.00 | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-80)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR | COMMENTS |
|---------------------------|--------------|---|--------|----------|-------------------|---------------|----------|
| * | JS701010 | MAINTENANCE OF TRAFFIC | L SUM | 1 | \$33,000.00 | \$33,000.00 | |
| * | JT250810 | SELECTIVE MOWING STAKES (SPECIAL) | EACH | 427 | \$33.00 | \$14,091.00 | |
| * | JT253010 | WOODY PLANT SUPPLEMENTAL WATERING | UNIT | 407 | \$1.00 | \$407.00 | |
| * | JT253011 | WOODY PLANT CARE | EACH | 8,000 | \$4.88 | \$39,040.00 | |
| * | JT253012 | WOODY PLANT FERTILIZER | POUND | 3,184 | \$4.00 | \$12,736.00 | |
| * | JT253013 | WOODY PLANT WILDLIFE REPELLENT | GALLON | 100 | \$50.00 | \$5,000.00 | |
| * | JT253502 | PLANTING PROJECT MANAGEMENT | CAL MO | 50 | \$1,033.00 | \$51,650.00 | |
| * | JT901032 | PRESEED HERBICIDE | ACRE | 28.0 | \$400.00 | \$11,200.00 | |
| * | JT901042 | WEED CONTROL SELECTIVE (WOODY PLANTS AND BROADLEAF) | ACRE | 20.0 | \$788.00 | \$15,760.00 | |
| * | JT992182 | MONITORING WOODY PLANTS | YEAR | 3 | \$18,333.00 | \$54,999.00 | |
| * | K0038120 | MULCH PLACEMENT 4" | SQ YD | 800 | \$6.30 | \$5,040.00 | |
| * | K1003660 | MOWING CYCLES | EACH | 16 | \$9,000.00 | \$144,000.00 | |
| * | K1005482 | SHREDDED BARK MULCH 4" | SQ YD | 208 | \$8.30 | \$1,726.40 | |
| * | M2084800 | SELECTIVE CLEARING | UNIT | 20 | \$400.00 | \$8,000.00 | |
| * | X0322453 | WEED CONTROL, PRE-EMERGENT | POUND | 4,517 | \$0.01 | \$45.17 | |
| * | X0326787 | COMPOST | CU YD | 240 | \$45.00 | \$10,800.00 | |
| * | X1900002 | INTERSEEDING, CLASS 4 (MODIFIED) | ACRE | 8.0 | \$3,500.00 | \$28,000.00 | |
| * | X2010300 | TREE REMOVAL (UNDER 6 UNITS DIAMETER) | UNIT | 255 | \$10.00 | \$2,550.00 | |
| * | X2503316 | INTERSEEDING, CLASS 4A (MODIFIED) | ACRE | 2.0 | \$3,500.00 | \$7,000.00 | |
| * | X2603321 | INTERSEEDING, CLASS 5 (MODIFIED) | ACRE | 10.0 | \$3,433.00 | \$34,330.00 | |
| TOTAL AMOUNT OF CORE WORK | | | | | | 1,327,408.57 | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR |
|------|--------------|---|---------|----------|-------------------|---------------|
| * | JT155001 | CONTRACTOR'S QUALITY PROGRAM | L SUM | 1 | \$27,000.00 | \$27,000.00 |
| * | 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 |
| * | JT154067 | CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES | UNIT | 25,000 | \$1.00 | \$25,000.00 |
| | 999NEG21 | DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST | OCCUR | | (4,000.00) | |
| | 999NEG30 | DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK | OCCUR | | (2,000.00) | |
| | 999NEG31 | DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b) | INC/DAY | | (1,000.00) | |
| | 999NEG32 | LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e) | DAY | | (300.00) | |
| | 999NEG33 | NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1) | INC/DAY | | | |
| | 999NEG34 | NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15 | DAY | | (1,000.00) | |
| | 999NEG35 | FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2) | OCCUR | | (25,000.00) | |
| | 999NEG36 | FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b) | DAY | | (500.00) | |
| | 999NEG37 | NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (1) | INC/DAY | | (2,500.00) | |
| | 999NEG38 | FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (2) | OCCUR | | (2,500.00) | |
| | 999NEG39 | FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.01 (b) (3) | OCCUR | | (2,500.00) | |
| | 999NEG40 | LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b) (4) | SQ. FT. | | (100.00) | |
| | 999NEG41 | NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5) | INC/DAY | | (2,500.00) | |
| | 999NEG42 | NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a) | INC/DAY | | (1,000.00) | |
| | 999NEG43 | FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b) | OCCUR | | (1,000.00) | |
| | 999NEG44 | LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1 | CAL DAY | | (4,500.00) | |
| | 999NEG45 | LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2 | CAL DAY | | (4,500.00) | |
| | 999NEG46 | LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.3 | CAL DAY | | (4,500.00) | |
| | 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) | |

COMMENTS

Note 1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 CONTRACT RR-18-4444
 LANDSCAPE PLANTING IMPROVEMENTS
 JANE ADDAMS MEMORIAL TOLLWAY (I-90)
 MILEPOST 13.00 TO MILEPOST 25.40
 SCHEDULE OF PRICES

| S.P. | PAY ITEM NO. | DESIGNATION | UNIT | QUANTITY | UNIT PRICE DOLLAR | AMOUNT DOLLAR | COMMENTS |
|--|--------------|--|---------|----------|-------------------|---------------|----------|
| | 999NEG81 | FAILURE TO PROVIDE PLANT WATERINGS PER TOLLWAY SUPPL. SPEC. 253.15 (a) | CAL/DAY | | (500.00) | | |
| | 999NEG82 | FAILURE TO RESPOND TO PLANT CARE PER ARTICLE 253.15 | OCCUR | | (600.00) | | |
| ADJUSTMENTS | | | | | | | |
| | 999ADJ46 | CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT | HOUR | | 15.00 | | |
| TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP) | | | | | | \$102,000.00 | |
| TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID | | | | | | 1,429,408.57 | |
| ECP BID CREDIT | | | | | | 30,000.00 | |
| AWARD CRITERIA | | | | | | 1,399,408.57 | |

S.P. COLUMN LEGEND

- * INDICATES SPECIAL PROVISION
- ** INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS

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

OPENED 311 2019

BOND OR
 CHECK ENCLOSED: YES NO

62

Certificate No.

00467

Issued To:

Senper Fi Land Inc.

Dated:

August 25, 2017

In the Amount of:

\$70,969.30

Certificate Issued By:

Issuance of this Certificate supersedes and voids all previously issued Certificates

Participants:

Pay Period

12/26/2016 - 07/29/2017

Romell Wilburn (\$5000), Michael Vosburgh (\$5000), Rafael Rodriguez-Barajas (\$5000), Edgar Munoz (\$5000), Timothy Kackert (\$5000), Jesus Ibarra, Jr. (\$5000), Laurita Fulton (\$5000), Frank Faybik (\$5000), Gabriel Barron (\$5000)

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 \$30,000.00 credits for use on bid for contract # RR-18-4444 on (date) 3.1.2019. I understand that any credits not utilized for a winning bid will be returned.



Signed

FINANCIAL DISCLOSURES AND CERTIFICATIONS

ALERT:

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

All vendors responding to an Illinois Tollway solicitation must comply with Illinois Procurement Code 30 ILCS 500 -- specifically section 50-35 Financial Disclosures and Potential Conflicts of Interest. The Illinois Procurement Gateway (IPG) is a web based system that serves as the primary location for entering, organizing, and reviewing vendor information. The IPG allows prospective vendors to provide disclosures, registrations, and other documentation needed to do business with a State agency or university in advance of any particular procurement. It is highly recommended that vendors register on the Illinois Procurement Gateway at <https://ipg/vendorreg.com>

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

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

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

Forms A Section

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

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

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

Forms B Section

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

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

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

The Illinois Procurement Code requires the Tollway to collect financial disclosures from any known subcontractor with anticipated participation in excess of \$50,000.00 at the time of the bid. Subcontractor disclosures will be requested from the successful Bidder for any

subcontractor identified in the bid immediately after the Bidder is determined to be the lowest responsive / responsible Bidder.

REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

Every 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

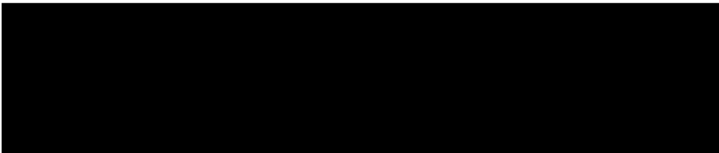
The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

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:

MBE-VBE-DBE-VOSB-SBE-BEP-CVE



Signature of Authorized Representative

Printed Name of Authorized Representative:

Roberto R. Velazquez

Vendor Name:

Semper Fi Land Services, Inc.

Date:

3-1-2019

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4444

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 | Roberto R. Velazquez | 630-518-8484 | |
| Current Contractual Obligations | Roberto R. Velazquez | 630-518-8484 | |
| Bid Guaranty | Roberto R. Velazquez | 630-518-8484 | |
| Financial Statement | Frances Ramirez | 630-518-8484 | franny@semperfi.land |
| EEO Program | Linda M. Weigand | 630-518-8484 | lindaw@semperfi.land |
| Financial Disclosures | Frances Ramirez | 630-518-8484 | |
| Standard Business Terms and Conditions | Roberto R. Velazquez | 630-518-8484 | |

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. RR-18-4444

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. That he/she makes, and is authorized to make

this affidavit on behalf of Semper Fi Land Services, a
(Name of Corporation, Partnership, etc.)

S 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-18-4444 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.


(Affiant)

Sworn to before me and subscribed in my presence this 1 day of March.

Francis M. Ramirez
(Notary Public)

My Commission Expires: 5/16/21

OFFICIAL SEAL
Francis M. Ramirez
Notary Public, State of Illinois
R-My Commission Expires May 16, 2021

CONTRACT NO. RR-18-4444

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

| CONTRACT NUMBER | CONTRACT ENTERED INTO WITH (OWNER OR AGENCY) | VALUE OF WORK UNEARNED | TYPE OF WORK YET TO BE PERFORMED | ESTIMATED COMPLETION DATE |
|-----------------|--|------------------------|----------------------------------|---------------------------|
| RR-17-4328 | ISTHA | 500,000.00 | Landscape | 12-31-2022 |
| | | | | |
| | | | | |

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

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

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD _____

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

Semper Fi Land Services

BIDDER
3-1-19
DATE



BY: _____ SIGNATURE

President

TITLE

SUB-CONTRACTOR

SUB-CONTRACTOR

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

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

Women: at least 6.9 percent for all contracts.

Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 6.30%.

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

- 5.1 That it will, upon receipt of "Notice of Intent" email as low apparent responsive/responsible Bidder, submit EEO Form 1256, Workforce Projection if required by the "Notice of Intent".
- 5.2 That it will not discriminate against any protected category identified by law; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 5.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 5.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination of any protected category identified by law.
- 5.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the IDHR's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5.6 That it will submit reports as required by the IDHR's Rules, furnish all relevant information as may from time to time be requested by the IDHR or the Tollway, and in all respects comply with the Illinois Human Rights Act and the IDHR's Rules.
- 5.7 That it will abide by the audit clause of the contract.
- 5.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify

the contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

5.9 That it will designate and make known to the Tollway an EEO Officer.

6. CALCULATING EEO PERFORMANCE, CREDIT TOWARDS THE USDOL OFCCP GOALS AND VETERAN PARTICIPATION FOR ILLINOIS EXECUTIVE ORDER 15-12:

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

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

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

In addition to the timely submission of certified payroll required by the Prevailing Wage Act (820 ILCS 130) as required by the contract specifications, the Contractor must have submitted all certified payrolls for the Contractor and all subcontractors before the Contractor submits its request for the final release of retention and the final waiver of lien. No adjustments to certified payrolls will be accepted after the transmission of the final waiver of lien.

The contractor and each subcontractor shall permit its employees to be interviewed on the job, during working hours, by compliance personnel of the Tollway, IDHR or the Department of Labor regarding compliance with the terms of this Special Provision.

7. EEO FORM 0003 WORKFORCE ANALYSIS

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

The party preparing the report must give their name, title, email address and telephone number. The contractor is required to submit EEO Form 0003, Workforce Analysis, electronically monthly and be up-to-date to through the last full month preceding the transmittal of each pay estimate. Failure to submit the EEO 0003 Report(s) electronically before transmittal of the pay estimate will cause the pay estimate to be deemed incomplete and will be returned to the Contractor for completion.

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

8. SUBCONTRACTOR OBLIGATIONS:

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

In the same manner as with other provisions of this contract, the Contractor will be responsible for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Tollway and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

9. GOOD FAITH EFFORT PROCEDURES:

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

10. CORRECTIVE ACTION PLAN:

The Corrective Action Plan must show that the Contractor made good faith efforts, taking all necessary and reasonable steps to achieve the stated EEO goals. Necessary and reasonable steps are those that could reasonably be expected to employ and retain a sufficient number of minority and female trade workers to meet or exceed the federally set EEO goals for the Illinois county in which work is performed.

Examples of Good Faith Efforts include, but are not limited to, the following:

- Establish and maintain a current list of minority, veteran and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its labor organizations have employment opportunities available, and maintain a record of the organizations' responses.
- Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a labor organization, a recruitment source or community organization.
- Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor.
- Disseminate the Contractor's EEO policy by providing notice of the policy to labor organizations and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs.
- Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

The Tollway will consider the quality, quantity and intensity of the kinds of efforts that the Contractor and its subcontractors have made throughout the life of the contract. Mere pro forma efforts are not good faith efforts; rather, the Contractor and its subcontractors are expected to have taken those efforts that would be reasonably expected of a Contractor and its subcontractors who are actively trying to employ and retain minority and female trade workers sufficient to meet the contract EEO goals.

11. AMENDED CORRECTIVE ACTION PLAN:

If the Tollway determines that the Contractor has not made a good faith effort to meet the EEO goals, the Tollway will notify the Contractor of that preliminary determination by contacting the responsible company official designated in the Corrective Action Plan. The preliminary determination will include a statement of reasons why a finding of insufficient good faith efforts has been made and may include additional good faith efforts that the Contractor could take to remedy the deficiency. The notification will designate a fifteen (15) business day period during which the Contractor may make additional efforts to demonstrate a good faith effort to meet the EEO goals. The Contractor is not limited by the Tollway's suggestions per Sections 9 and 10 of additional good faith efforts, but may take other actions in order to demonstrate good faith efforts to employ and retain additional minority and female trade workers on the project. The Contractor shall submit an amended Corrective Action Plan if additional employment commitments to meet the EEO contract goal are secured and/or to document its additional good faith efforts. If additional hiring commitments sufficient to meet the EEO contract goal are not secured, the Contractor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Contractor will be considered as part of the Contractor's good faith efforts. If the Contractor is not able to meet the EEO goal after making additional efforts, the Tollway will make a pre-final determination as to the good faith efforts of the Contractor and will notify the designated responsible Contractor official of the reasons for an adverse determination, if applicable.

12. DETERMINATION OF NON-COMPLIANCE:

If the Tollway determines that the Contractor has failed to make a good faith effort to meet the EEO goals on the contract, the Tollway will document its findings in a "Letter of Non-Compliance" that will become part of the procurement file maintained on the Contractor by the Tollway. The Letter may include a proposed sanction under Section 14 if the Contractor fails to take corrective action in a timely fashion. Upon a finding that a Contractor has failed to make good faith efforts to achieve the applicable EEO goals, the Tollway may exercise any appropriate sanction available to it under Section 14, including the revocation of the contract award to the Contractor and any other remedy available to the Tollway under its contract with the Contractor or by law.

13. ADMINISTRATIVE RECONSIDERATION:

The Contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request to the Tollway, Department of Diversity and Strategic Development, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703 or via email to E-mail address: form0003wfa@getipass.com. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The Letter of Non-Compliance shall become final if the Contractor fails to submit a timely request for administrative reconsideration. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal.

The Tollway Chief of Diversity and Strategic Development or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the Tollway if a hearing is requested, explaining the basis for finding that the Contractor did or did not meet the EEO goals

or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Diversity and Strategic Development that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the Contractor. A final decision that a good faith effort was not made shall render the Contractor in breach as non-compliant with its contract with the Tollway and may subject the Contractor to sanctions under Section 14.

14. SANCTIONS:

The Contractor's failure to achieve the EEO goals or to demonstrate good faith efforts towards meeting those goals may subject the Contractor to administrative sanctions. These sanctions include, but are not limited to, monetary sanctions, including non-release of retainage, liquidated damages, deeming the Contractor as non-responsible with respect to future business with the Tollway, and other reasonable sanctions as are permitted by law or equity. A Contractor's repeated failure to meet its EEO obligations on Tollway contracts can be grounds for the Tollway to not award future contracts to the Contractor.

In imposing sanctions, the Tollway will consider the bona fide efforts of the Contractor to meet the EEO goals, its history of good faith efforts on other Tollway contracts, the size of the contract, the degree to which the Contractor fell below the EEO goals, and other factors deemed relevant by the Tollway.

15. RECORDS RETENTION AND AUDIT

Refer to the audit clause of the contract.

16. INACCURATE OR FRAUDULENT REPORTING:

Contractors and subcontractors have a duty to accurately report information pursuant to this Special Provision. A Contractor or subcontractor who fails to supply accurate information may be subject to sanctions imposed by the Tollway under Section 14. A Contractor or subcontractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

17. OTHER REGULATIONS:

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

FORM EEO 1256 - WORKFORCE PROJECTION - continued

A. Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned Bidder is awarded this contract.

The undersigned Bidder projects that: (number) 1 new hires would be recruited from the area in which the contract project is located; and/or (number) 0 new hires would be recruited from the area in which the Bidder's principal office or base of operation is located.

B. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned Bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned Bidder estimates that (number) 8 persons will be directly employed by the prime contractor and that (number) N/A persons will be employed by subcontractors.

Company Semper Fi Land Services, Inc. Telephone Number 630-518-8484

Address 1275 Golfview St., Aurora, IL

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

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

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

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

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

SPECIAL PROVISION

FOR

BID CREDIT INCENTIVE PROGRAMS

1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

The TOLLWAY offers programs allowing a contractor or subcontractor/fabricator to earn BID CREDITS to be used toward future TOLLWAY construction bids. A Bidder can then apply its BID CREDITS to a maximum BID CREDIT CAP assigned by the TOLLWAY to each contract in order to lower their bid amount and increase the chances of winning the contract as the low Bidder.

Use of BID CREDITS from the BID CREDIT Incentive Programs is applicable only to construction projects advertised by the TOLLWAY for public bidding.

Current TOLLWAY BID CREDIT Programs are:

- **ConstructionWorks (CW) Program:** encouraging contractors to employ and retain qualified and eligible CW individuals enrolled in the CW Program, including African Americans, Asians, Hispanic, Ex-offenders, exonerated individuals, Females, Veterans and other traditionally underserved populations.
- **Earned Credit Program (ECP):** encouraging contractors to employ and retain qualified and eligible Workforce Innovation and Opportunity Act eligible individuals, including African Americans, Asians, Hispanic, Ex-offenders, exonerated individuals, Females, Veterans and other traditionally underserved populations.
- **Partnering for Growth – Construction (P4G-Con):** encouraging contractors to mentor a Disadvantaged Business Enterprise or Veteran-owned Small Business protégé firm.

For more information, reference the Operational Guide for each program on the TOLLWAY's website, <https://www.illinoistollway.com/doing-business/diversity-development/programs>.

2. DEFINITIONS

ACTIVE BID CREDIT CERTIFICATE REGISTER: Listing of all active BID CREDIT CERTIFICATEs for all BID CREDIT programs indicating certificate number, value, owner and issue date.

ACTIVE BID CREDITS: BID CREDITS available for submission and utilization on a construction bid.

AWARD CRITERIA: Contractor's BASE BID minus BID CREDIT submitted subject to the BID CREDIT CAP identified for each solicitation.

BASE BID: The bid amount prior to applying BID CREDITS SUBMITTED.

BID CREDIT: Virtual dollar credits earned through a TOLLWAY BID CREDIT Program.

BID CREDIT ALLOCATION: When BID CREDITS SUBMITTED by a prime contractor and subcontractor/fabricator are applied proportionally to the total of all the BID CREDITS originally submitted with the bid.

BID CREDIT CAP: A contract-specific limit as determined by an approved TOLLWAY formula on the amount of ACTIVE BID CREDITS that can be applied as BID CREDITS. Any BID CREDITS SUBMITTED above and beyond the BID CREDIT CAP will not be considered.

BID CREDIT CERTIFICATE: A numbered document that identifies certificate number, value, owner and issue date.

BID CREDITS SUBMITTED: BID CREDITS included in a construction bid as evidenced by a BID CREDIT CERTIFICATE. The total amount of the certificate(s) will be considered as tendered unless otherwise indicated on the physical certificate.

BID CREDITS UTILIZED: The amount of BID CREDITS required to establish the apparent low Bidder based on the difference between the award criterions of the lowest Bidder and the next apparent low Bidder plus \$1.00 of BID CREDIT.

INACTIVE BID CREDITS: BID CREDIT not available for submission due to utilization on a construction bid or superseded by current ACTIVE BID CREDITS.

TOLLWAY: The Illinois State Toll Highway Authority.

3. EARNING BID CREDITS

Refer to the Operational Guides for active TOLLWAY BID CREDIT Programs as posted on the TOLLWAY's website, <https://www.illinoistollway.com/doing-business/diversity-development/programs>.

4. BIDDING PROCEDURES

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

4.1 Each bid solicitation will have a contract-specific total BID CREDIT CAP as determined by the approved TOLLWAY formula on the amount of BID CREDIT that can be applied.

4.2 Any credits applied above and beyond the BID CREDIT CAP will not be considered.

4.3 If needed, contractors can check the appropriate ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website to ensure BID CREDIT CERTIFICATES SUBMITTED are active.

4.4 The BID CREDIT CAP may be met by BID CREDITS:

4.4.1 Earned from one BID CREDIT program or from a combination of BID CREDIT programs, as BID CREDIT CERTIFICATES are now issued as one certificate covering all BID CREDIT programs

4.4.2 Offered for submission by joint venture partners independently, and/or by subcontractors/fabricators independently, as per Section 5 below. If BID CREDITS from different firms are submitted on the same bid, the BID CREDITS are applied via BID CREDIT ALLOCATION as defined above proportionally to the amounts originally submitted on the bid.

4.5 Entering BID CREDITS on the bid forms:

- The BASE BID is to be clearly identified on line #1 of the P page;
- Line #2 is to include the total amount of BID CREDIT applied to the bid;
- Line #3 is to include the AWARD CRITERIA (Line #1 minus Line #2 equals Line #3).

4.6 All BID CREDIT CERTIFICATES submitted to calculate the BID CREDIT included on Line #2 must be included in the original bid package.

- 4.7 All BID CREDITS UTILIZED to become or remain the successful Bidder will become unavailable for inclusion in any other bid at the time the Bidder's AWARD CRITERIA is deemed the lowest responsive and responsible bid.
- 4.8 The BID CREDIT CERTIFICATE(s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a BID CREDIT CERTIFICATE(s) to the contractor, or subcontractor/fabricator if applicable.

5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

- 5.1 Joint Venture partners who own BID CREDITS may independently submit BID CREDITS toward the joint venture bid subject to the overall BID CREDIT CAP.
- 5.2 Subcontractors/fabricators who own BID CREDITS may provide those BID CREDITS to prime contractors to be applied by prime contractors in a bid solicitation, provided the prime contractor has committed to utilizing the subcontractor/fabricator in the performance of the contract unless such use is prohibited for reasons beyond the prime contractor's control.
- 5.3 In the event that a subcontractor/fabricator becomes disqualified from contract participation by no fault of the prime, (i.e. delinquent debt, etc.) the actual ACTIVE BID CREDITS UTILIZED by the disqualified subcontractor/fabricator that factored into the apparent winning bid will not be refunded to the subcontractor's BID CREDIT certificate balance.
- 5.4 For subcontractor/fabricator BID CREDIT to be considered for utilization on a bid by a prime contractor:
- 5.4.1 The prime contractor must include BID CREDIT owned by the prime Bidder along with the BID CREDIT from the subcontractor/fabricator for application to the bid.
- 5.4.2 The amount of BID CREDITS submitted by the prime contractor shall be no less than the lowest dollar amount submitted by any subcontractor/fabricator application to the bid.
- 5.4.2.1 An allowance may be made in cases where the prime contractor's total BID CREDITS owned are less than those of the subcontractor/fabricator.
- In no case can the prime offer less than \$1,000 in BID CREDITS.
 - In instances where the prime has BID CREDITS but the total amount of the prime's BID CREDITS is less than any subcontractor's BID CREDITS offered with a bid, the prime's BID CREDITS will be utilized and exhausted before a subcontractor's BID CREDITS will be applied to the bid.
- 5.4.2.2 Failure to meet this standard will result in the BID CREDITS SUBMITTED not being considered.
- 5.4.3 The prime contractor is required to perform the following:
- Ensure that the subcontractor is aware of and has provided permission to the Bidder as indicated on the BID CREDIT CERTIFICATE to use the BID CREDIT CERTIFICATE in the bid solicitation;
 - Identify the scope of work and dollar amount committed to each subcontractor/fabricator where a BID CREDIT CERTIFICATE is being calculated in the BID CREDIT;
 - Ensure that the BID CREDIT CERTIFICATE is in active mode, which can be done through checking the ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website (www.illinoistollway.com and click on "Doing Business") prior to submitting a BID CREDIT BID CREDIT CERTIFICATE in a TOLLWAY bid solicitation;

5.4.4 Ensure that the total amount of BID CREDIT CERTIFICATES does not exceed the contract-specific total BID CREDIT CAP. In the event of a successful bid, excess credits shall be returned via BID CREDIT ALLOCATION in proportion to what was originally submitted by the prime(s) and subcontractor/fabricator(s).

5.4.5 Insert a copy of this TOLLWAY SPECIAL PROVISION FOR BID CREDIT INCENTIVE PROGRAMS in each and every subcontract or joint venture agreement under this Contract and it shall become a material term of the subcontracts.

5.5 BID CREDITS SUBMITTED by the prime contractor, joint venture partner(s) and/or subcontractor/fabricator(s) are applied via BID CREDIT ALLOCATION, proportionally to the amounts originally submitted on the bid.

6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused BID CREDITS do not expire.

6.2 BID CREDITS will become INACTIVE BID CREDITS once utilized in a successful bid.

6.3 Should the same BID CREDIT CERTIFICATE be submitted in multiple bids on the same date:

- Where multiple solicitations have the same bid opening date, the TOLLWAY will typically open bids in numerical order with the lowest project number per the last four digits of the contract being opened first.
- The first bid opened containing the BID CREDIT CERTIFICATE will be considered for bid.
- All other bids containing a duplicate BID CREDIT CERTIFICATE will be placed in a suspended mode until the award recommendation of the prior bid(s) has been issued.
- Until such time of award recommendation, all duplicate BID CREDIT CERTIFICATES will be Inactivated as applicable and the remaining BID CREDIT(s) and AWARD CRITERIA will be recalculated for subsequent bids.

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

6.4 As stated in Section 4.8 above, the BID CREDIT CERTIFICATE(s) will be redeemed up to the amount needed plus \$1 to allow the contractor's bid to be the lowest apparent bid for award of the contract and any unused remaining balance will be returned in the form of a revised BID CREDIT CERTIFICATE(s) to the contractor or subcontractor/fabricator if applicable.

7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

Any contractor who knowingly submits an INACTIVE BID CREDITS shall be permanently barred from participating in any TOLLWAY BID CREDIT program.

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

The TOLLWAY may report such reporting abuses to the Office of the Inspector General and applicable law enforcement authorities.



ILLINOIS TOLLWAY
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-18-4444

CONTRACTOR/CONSULTANT NAME: Semper Fi Land 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 PAYMENT DATA REPORTING REQUIREMENT

The Tollway requires contractors to report all payments received and/or paid to other firms pursuant to this contract in the form prescribed by the Tollway.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>
(if hyperlink does not load, copy and paste the address into your web browser's address bar)

25.4 VENDOR SUPPLEMENTAL PROVISIONS


Vendor Supplemental Provisions:

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Semper FI Land 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 |
| | |
| | |
| | |

NA hereby agrees to the exceptions provided by NA and to the Additional Terms and Conditions provided by _____.

| | | | |
|---|------------|-----------|--|
| Agreed: | | Agreed: | |
| By: <i>Roberto R. Velazquez</i> | | By: | |
| Signed:  | | Signed: | |
| Position: <i>President</i> | <i>0 0</i> | Position: | |
| Date: <i>3-1-2019</i> | | Date: | |



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

Date: 3-1-19 **Project Number:** RR-18-4444

Project Name: Landscaping Planting Improvement

DELINQUENT DEBT REVIEW
CONTRACTOR/CONSULTANT

Sub-Contractor/Consultant Disclosure

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

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

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

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

Contractor/Consultant: Semper Fi Land Services, Inc.

Federal Employment Identification Number (FEIN):

E-Mail: robert@semperfi.land

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 VOSR 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:

Date: 3-1-19

Printed Name: Roberto R. Velazquez

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

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 19 CANNON BALL TRAIL BRISTOL IL 60512 |
| Agent City | SUGAR GROVE | Secretary Name & Address | FRANCES M RAMIREZ 341 EVANS AVE SAME |
| Agent Zip | 60554 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 03/05/2019 | For Year | 2019 |
| Assumed Name | ACTIVE - SEMPER FI LAND SERVICES INC. | | |

[Return to the Search Screen](#)

(One Certificate per Transaction)

OTHER SERVICES

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.cyberdriveillinois.com)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

09:44 04/30/19

ACTION: S

VENDOR NUMBER=

VENDOR NAME:

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

OFFSET: 00 OF 00

DISCLAIMER:

AS OF 04/30/19 AT 09:44 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ****[REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



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

Contract # RR-18-4444

Today's Date 3-1-19

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 Land Services, Inc.

Contractor

Roberto R. Velazquez President

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor

Name/Title of Authorized Representative

Signature of Authorized Representative

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name: Roberto R. Velazquez

Business Name: Semper Fi Land Services

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

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

Signature of Authorized Representative: 

Date: March 1, 2019

File Number

6538-128-1



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 7TH day of JANUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 27410

Semper FI Yard Services Inc

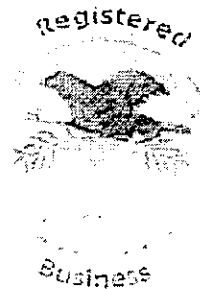
1275 Golfview St

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



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

IPB Reference #: Procurement/Contract #: I-18-4444

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 that is active and not expired.

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: 8/1/2019

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).
X Yes No

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

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes X 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.

| Name | Address | Relationship to Disclosing Entity |
|------|---------|-----------------------------------|
| N/A | N/A | N/A |
| | | |

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

4. Disclosure of Current and Pending Contracts

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

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

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

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

| Agency | Project Title | Status | Value | Contract Reference/P.O./Illinois Procurement Bulletin # |
|--------|---|----------|----------------|---|
| ISTHA | Landscaping Planting Improvements (I-355) | Contract | \$1,700,000.00 | I-17-4328 |
| ISTHA | Tree-Removal (I-294) | Pending | \$1,500,000.00 | I-18-4437 |

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: 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: 3-1-19

Printed Name: Roberto R. Velazquez

Title: President

Vendor Registration: View

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

Semper FI Yard Services, Inc., DBA Semper FI Land Services, Inc.

System Vendor Number: 20215369

 1 flag has been added to this record. See below for details. Show only flagged items.


Vendor Registration

| | |
|-------------------------|--|
| TYPE | State of Illinois Vendor Registration |
| DESCRIPTION | Register to do business with the State of Illinois |
| DATE SUBMITTED | 8/1/2018 |
| STATUS | Accepted |
| REVIEWER | <u>Richard Flynn</u> |
| DATE REVIEWED | 8/1/2018 |
| PUBLIC REVIEW COMMENTS | |
| PRIVATE REVIEW COMMENTS | |
| EXPIRATION DATE | 8/1/2019 |
| FLAG FORM | <u>Add Flag</u> |

Settings

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

Entity Information

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

Vendor Registration: View Form

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

Semper FI Yard Services, 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 | 8/1/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Semper FI Yard Services, 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- All Forms A-I must be completed. | <input checked="" type="checkbox"/> |
| 2. NAME OF CEO/BUSINESS OWNER | Roberto R. Velazquez | <input checked="" type="checkbox"/> |
| 3. ANNUAL SALES/GROSS RECEIPTS | 3,900,000 | <input checked="" type="checkbox"/> |
| 4. WHEN WAS YOUR BUSINESS ESTABLISHED? | 03/04/2004 | <input checked="" type="checkbox"/> |
| 5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS? | The business conducts business statewide. | <input checked="" type="checkbox"/> |
| 6. CONTACT PERSON FOR THIS VENDOR REGISTRATION | Frances Ramirez | <input checked="" type="checkbox"/> |
| CONTACT PERSON TITLE | Office Manager | |
| CONTACT PERSON PHONE | 630-518-8484 | |
| CONTACT PERSON EMAIL | franny@semperfi.land | |

B. Additional Information

| | | |
|--|---|-------------------------------------|
| 1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY? | Small Business Set-Aside Program (SBSP) | <input checked="" type="checkbox"/> |
|--|---|-------------------------------------|

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

| | | |
|----------------------|---|----------------------------------|
| BUSINESS NAME | Semper Fi Yard Services, Inc., DBA Semper Fi Land Services, Inc. | |
| CONTACT PERSON | Roberto Velazquez | |
| ADDRESS | 1275 Golfview Street Aurora, IL 60506 | Map This Address |
| PHONE | 630-518-8484 | |
| FAX | 630-882-9973 | |
| EMAIL | franny@semperfi.land | |
| WEBSITE | http://www.semperfi.land | |
| SYSTEM VENDOR NUMBER | 20215369 | |
| NEXT RENEWAL | 8/1/2019 | |

Classifications

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

| 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 91873 | Landscaping Consulting |
| NIGP 96273 | Restoration and Reclamation Services: 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., 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 |

Vendor Registration: View Form

[Help & Tools](#) 

- [General](#)
- [Public Profile](#)
- [Users](#)
- [Commodity Codes](#)
- [Contacts & Owners](#)
- [Comments](#)
- [Certifications](#)
- [Site Visits](#)
- [Registrations](#)
- [Reports](#)

Semper FI Yard Services, 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 | 8/1/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Semper FI Yard Services, 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? | <p>Yes - My business is already registered in this program and I would like to re-qualify 1</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Document</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">S BSP Re-Qualification Statement</td> <td style="padding: 2px;">Attached by Roberto Velazquez on 7/26/2018</td> </tr> <tr> <td style="padding: 2px;">S BSP (PDF)</td> <td></td> </tr> <tr> <td style="padding: 2px;">2017 Pre Qual Statement (PDF)</td> <td></td> </tr> <tr> <td style="padding: 2px;">S BSP Re- Qualification Statement (PDF, 398.48 KB)</td> <td></td> </tr> </tbody> </table> | Document | Status | S BSP Re-Qualification Statement | Attached by Roberto Velazquez on 7/26/2018 | S BSP (PDF) | | 2017 Pre Qual Statement (PDF) | | S BSP Re- Qualification Statement (PDF, 398.48 KB) | |
| Document | Status | | | | | | | | | | |
| S BSP Re-Qualification Statement | Attached by Roberto Velazquez on 7/26/2018 | | | | | | | | | | |
| S BSP (PDF) | | | | | | | | | | | |
| 2017 Pre Qual Statement (PDF) | | | | | | | | | | | |
| S BSP Re- Qualification Statement (PDF, 398.48 KB) | | | | | | | | | | | |

| Additional Information | |
|------------------------|--|
| STAFF ATTACHED FILE(S) | <div style="border: 1px solid black; display: inline-block; padding: 5px 15px; margin-bottom: 5px;">Attach File</div> <p>Refresh List after attaching file(s).</p> |

Vendor Registration: View Form

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

Semper FI Yard Services, Inc., DBA Semper FI Land Services, Inc.

System Vendor Number: 20215369

[Return to Main Form](#)

 1 flag has been added to this record. See below for details.

Show only flagged items.

| 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 | 8/1/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Semper FI Yard Services, Inc. DBA Semper FI Land Services, Inc. |
| POINT OF CONTACT | <u>Roberto Velazquez</u> |
| 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 10 |
| 2. SELECT THE DHR STATUS OF YOUR BUSINESS | My business had 15 or more employees at any time within the past year. 10 <small>136572-00 2-4-2019</small> |

| 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 10 |

| Additional Information | |
|------------------------|---|
| STAFF ATTACHED FILE(S) | <div style="border: 1px solid black; padding: 5px; display: inline-block;">Attach File</div> Refresh List after attaching file(s). |

From: IDHR.PublicContracts
To: Franny Ramirez
Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.
Date: Thursday, December 20, 2018 11:37:05 AM

ILLINOIS DEPARTMENT OF
 **Human Rights**

Bruce Rauner, Governor
Janice Glenn, Director

IDHR #: 136572-00
Date Eligible: 12/19/2018
Expires on: 12/19/2023

FRANCES RAMIREZ
SEMPER FI YARD SERVICE INC.
1275 GOLFVIEW STREET
AURORA, IL 60506

**CONFIRMATION OF EXISTING/RENEWAL
REGISTRATION**

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

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: 20219369
Business: Semper Fi Yard Services, Inc.
Contact: Roberto Velazquez
Submission Date: August 1, 2018

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

YOU WILL NEED TO INCLUDE YOUR IPG VENDOR REGISTRATION NUMBER: 20219369 WHEN SUBMITTING A BID TO STATE OF ILLINOIS.

Your Registration will expire on August 1, 2019. 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 or update registration information, visit <https://ipg.vendorreg.com/?GO=1153>.

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

To register for the Illinois Procurement Bulletin and learn about the State's procurement opportunities, please visit <https://www.illinois.gov/coo/PathwayToProcurement/Pages/Final-Steps.aspx>.

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

Vendor Registration: View Form

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

Semper FI Yard Services, 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 | 8/1/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Semper FI Yard Services, Inc. DBA Semper FI Land Services, Inc. |
| POINT OF CONTACT | <u>Roberto Velazquez</u> |
| FLAG FORM | <u>Add Flag</u> |

F. Certifications

- 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. 10
Yes
- 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 10
N/A
- VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 10
Yes
- 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 10
Yes
- 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 10
Yes
- 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 10

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes

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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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 R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GARNER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

March 1, 2018

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

Annual Certification Expires: March 1, 2019

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 March 1, 2021; 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/rl



Thomas J. Ross
Executive Director

January 9, 2019

Roberto Velazquez
Semper Fi Yard Service, Inc.

Dear Mr. Velazquez:

This is written notification that Pace Suburban Bus has revised your work categories due to your category expansion request. As of the date of this letter, your approved work categories are:

NAICS 561730 Landscaping Services

- o 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

NAICS 237310 Highway, Street, and Bridge Construction
NAICS 237990 Other Heavy and Civil Engineering Construction
NAICS 237910 Site Preparation Contractors

The IL UCP DBE Directory will reflect the revised categories. If you have any questions or require additional information, please contact this agency at (847) 228-4257.

Sincerely,


Donald Mayes
DBE Liaison Officer



ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
Michael M. Hoffman, Acting Director

Bruce Rauner, Governor

August 8, 2018

Roberto Velazquez
Semper Fi Yard Services, Inc. DBA Semper Fi Land Services, Inc.
1275 Golfview Street
Aurora, IL 60506

Dear Business Owner:

Re: NCA Certification Approval Minority Business Enterprise (MBE)
Certification Term Expires: September 29, 2019

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

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) goal in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

NIGP 91001: ACOUSTICAL CEILINGS AND WALLS: CLEANING, INSTALLATION, RESTORATION, MAINTENANCE AND REPAIR SERVICES, INCLUDING PANEL WALL SYSTEMS

NIGP 92640: ECOLOGICAL SERVICES

NIGP 96196: NON-PROFESSIONAL SERVICES (NOT OTHERWISE CLASSIFIED)

NIGP 96872: SNOW AND ICE REMOVAL SERVICES

NIGP 98814: EROSION CONTROL SERVICES

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)

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 that you may provide.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutiérrez
Certification Manager
Business Enterprise Program



ILLINOIS

Bruce Ranner, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Michael M. Hoffman, Acting Director

August 8, 2018

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

Dear Business Owner:

Re: NCA Certification Approval Veteran Owned Small Business (VOSB)
Certification Term Expires: September 29, 2019

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

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 Veteran Owned Small Business (VOSB) goal in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

NIGP 91001: ACOUSTICAL CEILINGS AND WALLS: CLEANING, INSTALLATION, RESTORATION, MAINTENANCE AND REPAIR SERVICES, INCLUDING PANEL WALL SYSTEMS

NIGP 92640: ECOLOGICAL SERVICES

NIGP 98196: NON-PROFESSIONAL SERVICES (NOT OTHERWISE CLASSIFIED)

NIGP 98872: SNOW AND ICE REMOVAL SERVICES

NIGP 98814: EROSION CONTROL SERVICES

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)

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 that you may provide.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,



Carlos Gutiérrez
Certification Manager
Veteran Business Program

**The United States Department of Labor
Office of Apprenticeship
Certificate of Registration of Apprenticeship Program**

**Associated Builders & Contractors of Illinois, Inc.
Elk Grove Village, Illinois**

**For the Trades - Carpenter, Electrician, Operating Engineer, Painter
Pipefitter, Plumber, Welder, Cement Mason, Roofer, Construction Craft Laborer
Heating & Air Conditioning Mechanic & Installer, and Ironworker**

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

February 22, 1989

Date Revised March 3, 2017

IL008890010

Registration No



Administrator, Office of Apprenticeship

Help & Tools 

Vendor Registration: View Form

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

Semper FI Yard Services, 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 | 8/1/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Semper FI Yard Services, Inc. dba Semper FI Land Services, Inc. |
| POINT OF CONTACT | <u>Roberto Velazquez</u> |
| FLAG FORM | Add Flag |

| H. Iran Disclosure |
|--|
| <p>1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED? 10</p> <p style="margin-left: 40px;">No business operations to disclose.</p> |

| Additional Information |
|--|
| <p>STAFF ATTACHED FILE(S) Attach File</p> <p style="margin-left: 40px;">Refresh List after attaching file(s).</p> |

Vendor Registration: View Form

Help & Tools 

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

Semper FI Yard Services, 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 | 8/1/2018 |
| STATUS | Accepted |
| BUSINESS NAME | Semper FI Yard Services, Inc. dba Semper FI Land Services, Inc. |
| POINT OF CONTACT | <u>Roberto Velazquez</u> |
| FLAG FORM | <u>Add Flag</u> |

| I. Financial Disclosures & Conflicts of Interest | | | | | |
|---|--|--------|--|--|--|
| A. IDENTIFY THE APPLICABLE ENTITY TYPE. | 10 | | | | |
| <p style="margin-left: 20px;">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)</p> | | | | | |
| B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? | 10 | | | | |
| <p style="margin-left: 20px;">No</p> | | | | | |
| C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST | 10 | | | | |
| <p style="margin-left: 20px;">Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)</p> | | | | | |
| 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? | 10 | | | | |
| <p style="margin-left: 20px;">Yes, the information is not publicly available (if any <u>individuals</u> are listed, answer Yes or No to questions 5-8 and 11-20.)</p> | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black; text-align: left; padding: 2px;">Document</th> <th style="border-bottom: 1px solid black; text-align: left; padding: 2px;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;"> <p style="margin-left: 20px;">List of individuals or entities meeting one or more of the listed thresholds.</p> <p style="margin-left: 40px;"><u>PG Ownership Distributive Income 2018 (PDF, 85.37 KB)</u></p> <p style="margin-left: 40px;"><u>Ownership (DOCX)</u></p> </td> <td style="padding: 2px; vertical-align: top;"> <p style="margin-left: 20px;">Attached by Roberto Velazquez on 7/26/2018</p> </td> </tr> </tbody> </table> | Document | Status | <p style="margin-left: 20px;">List of individuals or entities meeting one or more of the listed thresholds.</p> <p style="margin-left: 40px;"><u>PG Ownership Distributive Income 2018 (PDF, 85.37 KB)</u></p> <p style="margin-left: 40px;"><u>Ownership (DOCX)</u></p> | <p style="margin-left: 20px;">Attached by Roberto Velazquez on 7/26/2018</p> | |
| Document | Status | | | | |
| <p style="margin-left: 20px;">List of individuals or entities meeting one or more of the listed thresholds.</p> <p style="margin-left: 40px;"><u>PG Ownership Distributive Income 2018 (PDF, 85.37 KB)</u></p> <p style="margin-left: 40px;"><u>Ownership (DOCX)</u></p> | <p style="margin-left: 20px;">Attached by Roberto Velazquez on 7/26/2018</p> | | | | |
| 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. | 10 | | | | |
| <p style="margin-left: 20px;">Yes</p> | | | | | |
| 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 | 10 | | | | |

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

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)?

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.

No

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

No

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

No

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

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

21. HAS THERE BEEN ANY 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: Semper F! Yard Services Inc

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 | [REDACTED] | 100 | Owens the Company | 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. |
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**Illinois Department
of Transportation**

Certificate of Eligibility

Semper Fi Yard Services, Inc. d/b/a Semper Fi Land Services, Inc.
1275 Golfview St. AURORA, IL 60506

Contractor No 696C
(2nd Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$3,287,000.00

| | | |
|-----|-------------|-------------|
| 001 | EARTHWORK | \$875,000 |
| 018 | LANDSCAPING | \$1,700,000 |
| 022 | FENCING | \$150,000 |
| 034 | DEMOLITION | \$125,000 |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 1/3/2019 TO 4/30/2019 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 1/3/2019.

Engineer of Construction

PART III: CONTRACT REQUIREMENTS

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

AGREEMENT

CONTRACT NO: RR-18-4444

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 20th, June 2019 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Semper Fi Yard Service, 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.~~

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

WITNESSETH:

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

DESCRIPTION AND SCOPE OF WORK

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

CONTRACT

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

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

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

AGREEMENT

CONTRACT NO: RR-18-4444

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of _____, _____, 2019 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 _____

(* 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.
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5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Supplemental Specifications and Recurring Special Provisions.
8. The IDOT Standard Specifications for Road and Bridge Construction.
9. The Bid.
10. The Instructions and Information to Bidders.
11. The Advertisement for Sealed Bids.

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

CONTRACT NO: RR-18-4444

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 June 30, 2023, 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 June 30, 2025.

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-18-4444

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-18-4444

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-18-4444
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 Yard Service, Inc. at:

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

President

Robert K. McQueen

5/24/19
Date

Printed Name as Signed Above

ATTEST:

Secretary

Linda Weigand

Printed Name as Signed Above



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

Will Evans, Chairman / José Alvarez, Executive Director

7-20-2019

Date

APPROVED:

Michael Colsch, Chief Financial Officer

7-18-19

Date

APPROVED:

Kathleen Pasulka-Brown, General Counsel

7/15/19

Date

Approved as to Form and Constitutionality

Attorney General, State of Illinois

7-12-19

Date

CORPORATION SIGNATURE FORM

At a meeting on March 12, 2019, 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

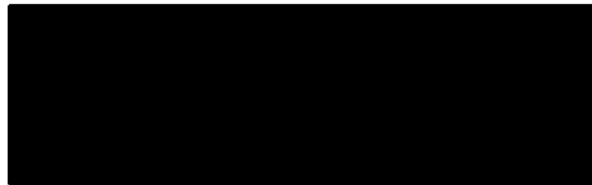
Semper Fi Yard Services INC.
(Name of Corporation)

to execute the contract and any and all contract modifications or
documentation in connection with The Illinois State Toll Highway
Authority’s Contract No. RE-18-4444.”

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)

4-30-19
Date



Secretary [Signature]



**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 Land Services, Inc.

Address 1215 Deer Street

City Yorkville State IL Zip 60560

Contract Number RR-18-4444

Estimated Contract Start Date 05/09/19

Estimated Contract End Date 06/30/23

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.*

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4444

PERFORMANCE BOND

Bond No. HGMW-10-A192-0068

KNOW ALL PERSONS BY THESE PRESENTS, That we, Semper Fi Yard Service, Inc.,
(Name of Principal)

a corporation organized and existing under the laws of the State of IL 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 Hudson Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of DE 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 Four Hundred Twenty-Nine Thousand
Four Hundred Six Dollars and Fifty-Seven Cents (\$1,429,406.57), 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-18-4444
(Insert Contract Number and Description)

Jane Addams Memorial Tollway (I-90) Landscape Planting Improvements

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 3rd day of April, 2019.

Surety Hudson Insurance Company

Principal Semper Fi Yard Service, Inc.

Address 100 William Street

Address 1215 Deer Street

New York, NY 10038

By [Redacted]
(Seal) Attorney in Fact David A. Kotula

By [Redacted]
(Signature) Robert K. Blagovest (Seal)
(Name & Title) President

Agent for
Surety Kotula Group

Attest [Redacted]
Corporate Secretary

Address 220 N Green Street

Chicago, IL

(Attach Surety's Power of Attorney)

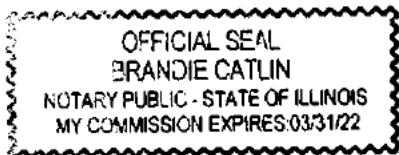
(Attach Notary Certificate
authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate
authenticating Signature of Representative of Principal
if not attested by Corporate Secretary)

Acknowledgement of Corporate Surety

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 3rd day of April, 2019, before me personally
appeared David A. Kotula, to me known, who, being by me duly sworn,
did depose and say: that he resides at Chicago, IL that he is/ are the
Attorney-in-fact of Hudson Insurance Company, the corporation
described in and which executed and annexed instrument; that he know(s) the corporate
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it
was so affixed by the order of the Board of Directors of said corporation; that he signed
the same name(s) thereto by like order; and that the liabilities of said corporation do not
exceed its assets as ascertained in the manner provided by law.



[Redacted Signature]

(Notary Public in and for the Above County and State)

My Commission Expires 03/31/22



HGMW-10-A192-0068

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Koteln
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereto duly signed, on this 1st day of August, 2017 at New York, New York.



[Redacted signature]

Attest:
Dina Deskalids
Corporate Secretary

HUDSON INSURANCE COMPANY
[Redacted signature]

By:
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK 88.

On the 1st day of August, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that he is a member of the Board of Directors of said Corporation, and that he signed his name thereto by his order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01M16067-53
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Deskalids hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27, 2007, and has not since been revoked, amended or modified:

*RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower each agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereafter or hereinafter, being hereby adapted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of April, 2019.



[Redacted signature]

By:
Dina Deskalids, Corporate Secretary

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-18-4444

PAYMENT BOND

Bond No. HGMW-10-A192-0068

KNOW ALL PERSONS BY THESE PRESENTS, That we, Semper Fi Yard Service, Inc.,
(Name of Principal)

a corporation organized and existing under the laws of the State of IL 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 Hudson Insurance Company
(Name of Surety)

a corporation organized and existing under the laws of the State of DE 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 Four Hundred Twenty-Nine Thousand
Four Hundred Six Dollars and Fifty-Seven Cents (\$1,429,406.57), 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-18-4444

(Insert Contract Number and Description)

Jane Addams Memorial Tollway (I-90) Landscape Planting Improvements

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 3rd day of April, 2019.

Surety Hudson Insurance Company

Principal Semper Fi Yard Service, Inc.

Address 100 William St

Address 1215 Deer Street

New York, NY 10038

New Yorkville, IL 60566

By 
(Seal) Attorney in Fact David A. Kotula

By 
(Signature) Roberto R. Velazquez (Seal)
(Name Title)

Agent for
Surety Kotula Group

Attest 
Corporate Secretary

Address 220 N Green Street
Chicago, IL

(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)

Acknowledgement of Corporate Surety

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 3rd day of April 2019, before me personally
appeared David A. Kotula, to me known, who, being by me duly sworn,
did depose and say: that he resides at Chicago, IL that he is/ are the
Attorney-in-fact of Hudson Insurance Company, the corporation
described in and which executed and annexed instrument; that he know(s) the corporate
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it
was so affixed by the order of the Board of Directors of said corporation; that he signed
the same name(s) thereto by like order; and that the liabilities of said corporation do not
exceed its assets as ascertained in the manner provided by law.



[Redacted Signature]

(Notary Public in and for the Above County and State)

My Commission Expires 03/31/22



HGMW-10-A192-0068

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Katsch
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereto duly signed, on this 1st day of August, 2017 at New York, New York.



[Redacted signature]

Attest:
Dina Deskalchik
Corporate Secretary

HUDSON INSURANCE COMPANY

[Redacted signature]

By:
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On this 1st day of August, 2017, before me personally came Michael P. Cifone as me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal as the same was affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by [Redacted]

(Notarial Seal)



ANNI M. MURPHY
Notary Public, State of New York
No. 018406067453
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Deskalchik hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's steady business, and to empower each agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether herebefore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

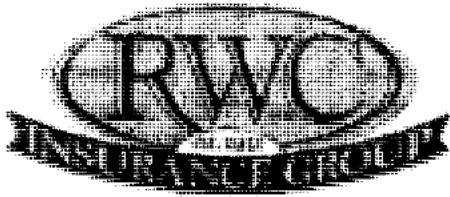
THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of April, 2019



[Redacted signature]

By:
Dina Deskalchik, Corporate Secretary



April 29, 2019

The Illinois State Toll Highway Authority

Attn: Charissa Rivers

2700 Odgen avenue

Downers Grove, IL 60515

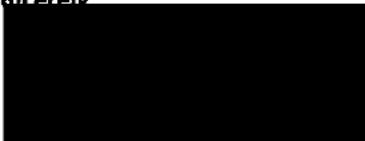
RE: Illinois Toll Highway Authority #RR-18-4444, Contractor Semper FI Yard Service

Ms. Rivers,

This letter certifies that we are a binding agent for West Bend Insurance. All provisions of the certificate of Insurance have been obtained and all endorsements indicated have been secured from the Insurance carrier.

If you have any questions, please contact the undersigned.

Sincerely,



Mark Duncan

Principal

RWC Insurance Group



7239 W. Laraway Rd. • Frankfort, IL 60423
PHONE 815.469.6585 • FAX 815.469.6165 • www.rwc4ins.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2019

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 RWC Insurance Group Ray Weidenaar & Co. 7236 W. Laraway Rd. Frankfort IL 60423-7767 | | CONTACT NAME: Default Rep PHONE (A/C, No. Ext.): (815) 469-8585 FAX (A/C, No.): (815) 469-6165 E-MAIL ADDRESS: | |
| INSURED Semper Fi Yard Service, Inc 1215 Deer St Yorkville IL 60560 | | INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # WBI111 | |

COVERAGES **CERTIFICATE NUMBER:** Master 19-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR (NSD, WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U included <input checked="" type="checkbox"/> Pesticide/terbicide GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y Y | A553380 | 01/24/2019 | 01/24/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGS \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | Y Y | A553380 | 01/24/2019 | 01/24/2020 | COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000 | | A553380 | 01/24/2019 | 01/24/2020 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y N/A Y | A557543 | 01/24/2019 | 01/24/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Inland Marine/Equipment | | A553380 | 01/24/2019 | 01/24/2020 | Scheduled Equipment \$703,741 Leased/Rented \$200,000 |

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

RE: Contract #RR-18-4444 Landscape Planting Improvements Jane Addams Memorial Tollway (I-90) Mile post 13.00 (East Riverside Boulevard) to Mile Post 25.40 (East of Genoa Road) Additional Insureds with respects to General Liability and Auto Liability when required by written contract on a primary and non-contributory basis: The Illinois Department of Transportation (IDOT), The Illinois State Toll Highway Authority together with its officials, directors and employees; Counties of Winnebago and Boone, Townships of Rockford; Cherry Valley, Belvidere and Flora; Village of Cherry Valley and Cities of Rockford and Belvidere, their agents and employees; The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager and Construction Corridor Manager. If required by written contract, a waiver of subrogation in favor of the additional insureds will apply to General Liability, Auto Liability and Workers' Compensation. Umbrella follows form as to inclusion of additional insureds. 30

CERTIFICATE HOLDER

The Illinois State Toll Highway Authority
 2700 Ogden Ave.
 Downers Grove IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2019 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00007991

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

| | | | |
|-------------------------------|-----------|--|--|
| AGENCY RWC Insurance Group | | NAMED INSURED Semper Fi Yard Service, Inc | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

day notice of cancellation for material reduction in coverage applies for certificate holder with 10 days notice for cancellation due to non-payment of premium.

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 together with its officials, directors and employees | Contract #RR-18-4444 Landscape Planting Improvements Jane Addams Memorial Tollway (I-90) Mile post 13.00 (East Riverside Boulevard) to Mile Post 25.40 (East of Genoa Road) |
| 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| The Illinois State Toll Highway Authority together with its officials, directors and employees | Contract #RR-18-4444 Landscape Planting Improvements Jane Addams Memorial Tollway (I-90) Mile post 13.00 (East Riverstde Boulevard) to Mile |
| | Post 25.40 (East of Genoa Road) |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name Of Additional Insured Person(s) Or Organization(s): The Illinois Department of Transportation, Cook County Department of Transportation and Highways, DuPage County Division of Transportation, Village of Berkeley, City of Countryside, City of Elmhurst, City of Hickory Hills, Village of Hinsdale, Village of Indian Head Park, Village of Justice, Village of Oak Brook, Village of Bridgeview, and Village of Burr Ridge, and their agents and employees.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| <p>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.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any party with whom the insured agrees to waive subrogation in a written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

This waiver waives right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your liability operations or "your work" done under a contract with that person or organization that is included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

A553380 Semper Fl Yard Service Inc 1/24/19-1/24/20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Person Or Organization: The Illinois State Toll Highway Authority together with its officials, directors and employees |
|--|

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

The Transfer Of Rights Of Recovery Against Others To Us Condition under Section IV - Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 (Ed. 04 84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket waiver

Blanket waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

Job: All II Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 01/24/2019
Issued: Semper Fi Yard Service
Insurance Company

Policy No. A557543

Endorsement No.
Premium \$

Countersigned by _____

Policy Number A553380

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|--|---|
| Endorsement Effective: 01/24/2019 | Counterigned By: (Authorized Representative) |
| Named Insured: Semper FI Yard Service | |

SCHEDULE

| |
|--|
| Name of Person(s) or Organization(s): Any party for whom the insured is required to provide designated insured status |
|--|

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If a written contract between you and the designated insured specifically requires that this insurance be primary, then the insurance afforded by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the designated insured named in this schedule unless the other insurance is provided by a contractor other than the named insured. Then we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

If no contract between you and the designated insured requires that this insurance be primary, then the coverage granted to the designated insured under this endorsement shall follow the provisions of the Coverage Form.

POLICY NUMBER: A553380

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|--|
| Named Insured: Semper Fi Yard Service |
| Endorsement Effective Date: 01/24/2019 |

SCHEDULE

| |
|---|
| Name(s) Of Person(s) Or Organization(s): Any party for whom the insured is required to provide designated insured status |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.**
- The written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. Those Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
 - a. "Bodily injury" or "property damage" occurring after:
 - (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended with the addition of the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage A, and Coverage B, to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.



April 16, 2019

Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515

RE: Semper Fi Yard Service Inc.
Project #RR-18-4444
Landscape Planting Improvements
Pollution Coverage #K75096180AEM

To Whom it May Concern;

This Letter is a Certification of Coverage attesting that:

- 1) All provisions of the accepted certificates of insurance and policy binders have been obtained and
- 2) All endorsements indicated have been secured from the Insurance Carrier.
- 3) This letter clarifies that we are the binding agent for Semper Fi Yard Service Inc.

Northern Insurance Service, LLC


Armand D'Andrea, Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2019

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 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 Northern Insurance Service, LTD 350 Houbelt Road Suite 200 Joliet IL 60431 | CONTACT NAME: Agnes Froemel PHONE (A/C No. Ext.): (815) 744-0111 FAX (A/C No.): (815) 744-0990 E-MAIL address: afroemel@northernins.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Semper Fi Yard Service Inc 1215 Dear Street Yorkville IL 60560 | INSURER A: StarStone Specialty Ins. Co. | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER: POLLUTION ONLY MAST.** **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.

| USER LTD | TYPE OF INSURANCE | ADOL. NUMBER (REQ. MAND) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y/N <input type="checkbox"/> N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |
| A | POLLUTION LIABILITY | | R750946100AMB | 12/12/2018 | 12/12/2019 | LIMIT: OCCURRENCE/AGG \$2,000,000 |

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

Project: The project is RR-18-4444
 Project Description is- Landscape Planting Improvements, ADDITIONAL INSURED with respect to Pollution Liability if required by written contract on Primary/Non-Contributory basis: The Illinois State Toll Highway Authority, together with its officials, directors and employees and The Illinois Department of Transportation (IDOT), Counties of Winnebago and Boone, Townships of Rockford; Cherry Valley, Belvidere and Flora; Village of Cherry Valley and Cities of Rockford and Belvidere.

CERTIFICATE HOLDER

Illinois State Toll Highway Authority
 2700 Ogden Avenue
 Downers Grove, IL 60515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Armand D'Andrea/AF



Named Insured: Semper Fi Yard Service, Inc.
Endorsement No: ..
Premium: Included

Policy No: K78086180AEM
Effective Date: 4-16-2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENVIRONMENTAL & ENERGY LIABILITY INSURANCE
CONTRACTORS POLLUTION LIABILITY COVERAGE**

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

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

RE: Project # RR-18-4444
Landscape Planting Improvements

SCHEDULE:

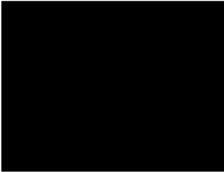
Name of Person or Organization: Illinois State Toll Highway Authority 2700 Ogden Ave
Downers Grove, IL 60515 together with its officials, directors and employees and Illinois Department
of Transportation (IDOT), Counties of Winnebago and Boone, Townships of Rockford; Cherry Valley,
Belvidere and Flora; Village of Cherry Valley and Cities of Rockford and Belvidere.

**(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
insured 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



Named Insured: Semper Fi Yard Service Inc.
Endorsement No:
Premium: Included

Policy No: K75086180AEM
Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENVIRONMENTAL & ENERGY LIABILITY INSURANCE
CONTRACTORS POLLUTION LIABILITY COVERAGE
PRIMARY/NON-CONTRIBUTORY COVERAGE**

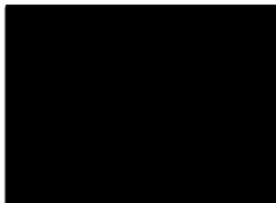
This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

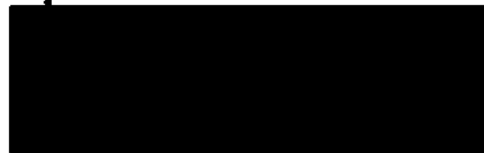
The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

PRIMARY/NON-CONTRIBUTORY - If required by written contract or written agreement, executed prior to the date of loss, such insurance as is afforded by this policy to any additional insured(s) under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) and naming the additional insured as insured shall not contribute to the insurance afforded by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



President



Secretary



Named Insured: Scaiper Fl Yard Service, Inc.
Endorsement No:
Premium: Included

Policy No: K76098180AEM
Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENVIRONMENTAL & ENERGY LIABILITY INSURANCE

WAIVER OF SUBROGATION - Blanket

This endorsement modifies insurance provided under each coverage part and supersedes any conflicting provision in any coverage part, including any provision addressing the transfer of rights of recovery against others to us:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

President

Secretary