06/28/18

6.1/8

RESOLUTION NO. 21590

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4692 for Landscaping Improvements, on the Illinois Route 390 Tollway from Mile Post 15.0 (Wood Dale Road) to Mile Post 16.2 (Supreme Drive). The lowest responsible bidder on Contract No. I-18-4692 is Natural Creations Landscaping, Inc. in the amount of $448,409.00.

Resolution

Contract No. I-18-4692 is awarded to Natural Creations Landscaping, Inc. in the amount of $448,409.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: [redacted]

Chairman

RETURN WITH BID

SMALL BUSINESS SET-ASIDE

IMPORTANT
BID ADDENDUM
ENCLOSED

CONTRACT I-18-4692

BID OPENING

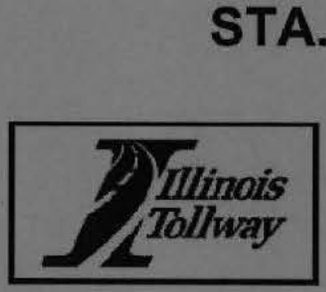
ORIGINAL

June 12, 2018

10:30:00 AM

ELGIN O'HARE WESTERN ACCESS TOLLWAY LANDSCAPING IMPROVEMENTS

ILLINOIS ROUTE 390
WOOD DALE ROAD TO SUPREME DRIVE
M.P. 15.0 TO M.P. 16.2
STA. 1131+00 TO STA. 1194+00



Illinois Tollway
2700 Ogden Avenue Downers Grove, IL 60515

VOLUME I

REQUIRED DOCUMENTS

CN - Tollway-PDK - 4692 Original Contract Requirements Book - V01 - 07252018

ADDENDUM NO. 1
TO
CONTRACT REQUIREMENTS
FOR CONTRACT I-18-4692
ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Date: May 24, 2018

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 A.M. local time, **June 12, 2018**

NOTICE OF REVISION TO CONTRACT

NOTES:

1. The following revised Special Provision page is included with this Addendum: Volume II – J-13R.
2. The minutes and sign-in sheet for the Optional Pre-Bid Meeting held on May 21, 2018 are included in this Addendum.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT I-18-4692

CHANGES TO THE CONTRACT REQUIREMENTS

CHANGES TO THE CONTRACT SPECIAL PROVISIONS

Change #1
Contract Requirements, Volume II, replace page J-13 with J-13R.

This change contains the following revision:

1.1 Added the following language to S.P. 107:

"Delete Article 107.27 (f) (4) and replace with the following:

(f)(4) Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2), and (3) above, not less than $10,000,000 each occurrence and aggregate per project will be maintained by the Contractor."

END OF ADDENDUM CHANGES

S.P. 107 INSURANCE

Insurance shall be in accordance with Article 107.27 of the Illinois Tollway Supplemental Specification.

The following supplements Article 107.27 of the Illinois Tollway Supplemental Specifications:

107.27 (a) third paragraph: delete the sentence:

"Contractor shall provide a copy of the Builders Risk insurance policy within (60) days of the date of Notice to Proceed."

107.27 (e)(5): delete

107.27 (f)(5): delete

107.27 (f) (4): delete and replace with the following:

(f)(4) Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2), and (3) above, not less than $10,000,000 each occurrence and aggregate per project will be maintained by the Contractor."

J. ADDITIONAL INSURED PROTECTION

The work under this contract includes work upon, above, adjacent to and/or along the right-of-way and facilities of:

- Illinois Department of Transportation
- City of Wood Dale
- Village of Elk Grove
- Village of Bensenville
- DuPage County

The Contractor's Insurance coverage, required by and in conformance with Article 107.27(j) of the Illinois Tollway Supplemental Specifications, shall include the agencies specified herein, its agents and employees as additional insureds, or provide a separate owner's protection policy of equal limits of coverage for each agency.

Capital Program

MEETING MINUTES

PURPOSE/PROJECT #: Optional Pre-Bid Meeting/I-18-4692

MEETING DATE/TIME: May 21, 2018 9:30 A.M.

CHAIRPERSON: Larry Hatton

LOCATION: Illinois Tollway Central Administration Building

Engineering Conference Room 175

ISSUE DATE: May 24, 2018

PREPARED BY: DLZ

DISTRIBUTE TO: All bidders via addendum

MEETING MINUTES

Item	Description	Responsibility	Due Date
1.0	**Introductions:** • Tollway: Manar Nashif, Larry Hatton, Hope Garrett • CM: Don Ryba (HLR) • DSE: Jeff Hirsch and Sara Hicks (DLZ) – Landscape Architects • Others per Sign-In Sheet	N/A	N/A
2.0	**Location and Scope of Work – S.P. 101:** • The improvements to be constructed under this contract shall be performed along the Elgin O'Hare (IL 390) Western Access Tollway from Wood Dale Road to Supreme Drive in DuPage County, Illinois. • The work under this contract includes, but is not limited to: 1. Provide and install trees and shrubs along IL 390. 2. Provide plant maintenance and replacements throughout the	N/A	N/A

PURPOSE/PROJECT #: Optional Pre-Bid Meeting/I-18-4692

MEETING DATE/TIME: May 21, 2018 9:30 A.M.

	establishment period. 3. Provide maintenance of traffic. 4. Modify existing perimeter controls as required to complete work.		
3.0	**Anticipated NTP / Substantial Completion Date / Contract Completion Date – S.P. 103:** • Bid Opening: June 12, 2018 • Anticipated NTP: August 1, 2018 • Substantial Completion Date: June 1, 2019 • Contract Completion Date: June 2, 2021	N/A	N/A
4.0	**Small Business Set-Aside Program – S.P. 126.1 (Deanna Dinkel):** • Prime contractor must be registered at time of bid. Ms. Dinkel will confirm all names on sign in sheet are registered and try contact if not. However, contractors are responsible for confirming registration. • No IDOT prequalification is necessary for this project. • Contractor is required to self perform 35% of total contract award amount. • No DBE or VOSB/SDVOSB percentage is required. • EEO Workforce Participation Goals have been set for this project: 19.6% minority goal and 6.9% female goal. • Earned credit program is available.	N/A	N/A
5.0	**Workforce Hiring Incentive:** Review Illinois Tollway SP/Pay Item JT155110 for further information	N/A	N/A
6.0	**Agency Coordination:** IDOT, DuPage County, Village of Bensenville, City of Wood Dale, Village of Elk Grove	N/A	N/A

MEETING MINUTES

PURPOSE/PROJECT #: Optional Pre-Bid Meeting/I-18-4692

MEETING DATE/TIME: May 21, 2018 9:30 A.M.

7.0	**Contract Bidding Requirements:** Electronic bids will NOT be accepted for this project.	N/A	N/A
8.0	**Addendum:** Will include Pre-Bid meeting minutes and any questions received prior and will be issued on May 24.	DLZ/Tollway	5/24/2018
9.0	**Open Discussion/Questions:** • No questions have been received prior to Pre-Bid Meeting. • Questions will be accepted until 2pm June 1st and are to be submitted to Manar Nashif at mnashif@getipass.com. • Question 1: Will Builders Risk be required? *Response: No. Builders Risk will be waived. In addition, excess liability will be lowered to $10 million. See Addendum 1 for full information in SP 107.*	Bidders (Questions due)	6/1/2018

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

Next Meeting Date: Bid Opening June 12, 2018

TABLE OF CONTENTS

VOLUME I

VOLUME II

PART I - INSTRUCTIONS

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

CONTRACT NO: I-18-4692

SMALL BUSINESS SET-ASIDE

Sealed Proposals for the above numbered Contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, June 12, 2018, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for May 21, 2018 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 9:30 a.m.

The work to be done under this Contract shall be started on or about August 1, 2018. All work under this Contract shall be completed by June 2, 2021.

The work under this Contract shall consist of: furnishing and planting trees and shrubs along Elgin O'Hare Western Access (IL 390) from Wood Dale Road to Supreme Drive; plant maintenance and necessary replacements during the establishment period; seeding; maintenance of traffic; and all other associated and miscellaneous work shown on the plans and within the special provisions.

The work under this Contract is to be performed on: Elgin O'Hare Western Access (IL 390) from Wood Dale Road to Supreme Drive, Mile Post 15.0 to Mile Post 16.2 in DuPage County, Illinois.

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

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

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

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Manar Nashif at mnashif@getipass.com, to be received no later than 2:00 p.m. local time on June 1, 2018.

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: 05/08/2018

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

4692 **Construction Bid Check List** Natural Creations

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.	✓ Forms 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	N/A
Page P-1 with Addendum noted, **Page P-2 with Proposal 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 Proposal 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		✓

no subs listed

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
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. **PROPOSAL GUARANTY**

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

7. **WAGE STIPULATIONS**

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

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

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

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

AMENDMENTS TO PREVAILING WAGE LAW

Effective 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 TRANSACT 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 Illinois Compiled Statutes, 805 ILCS 405/1, as amended from time to time.

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

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/20-43. 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 match the final contract book P-Pages. When submitting a hard copy bid, in the event of a discrepancy between the spreadsheet schedule of prices from the online plan room, and the contract book P-Pages, the contract book P-Pages and Addenda control and take precedence over the spreadsheet schedule of prices.

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

21. **PUBLISHED PROCUREMENT INFORMATION:**

The State publishes procurement information, Including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Illinois Department of Transportation Procurement Bulletin (www.idot.illinois.gov/doing-business/procurements/index) or the Illinois Capital Development Board Bulletin (http://www.illinois.gov/cdb/procurement/) (collectively and individually referred to as "Bulletin"). Procurement

information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

22. **PROTEST REVIEW OFFICE**

Vendors may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules 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:

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

Once the apparent low bidder is determined, all project correspondence occurring with the apparent low bidder will be addressed to the Initial Contact person via e-mail from Contract Services and via the

Web-Based project management system. Initial correspondence is expected to consist of requests for information and responses related to DBE and subcontractor related items.

31. **SUBCONTRACTOR DISCLOSURE**

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

32. **PROCUREMENT COMPLIANCE MONITORS**

Under Public Acts 96-0795, 96-0920 and 97-0895, Agency Procurement Compliance Monitors may review contract documents and any files or records related to procurements, and will report to the Chief Procurement Officer on procurement issues that may require action, and to further report on corrective action not taken by state personnel. Additionally, the Procurement Compliance Monitors 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 proposals, contracts, certifications and disclosures, and other contract related documents to be entered into in connection with the resulting contract will be considered signed when the signature of a party is delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such scanned signature will be treated in all respects as having the same effect as an original wet ink signature.

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

Proposal	Return with Bid
Proposal Listing All Addenda	Return with Bid
Bid Bond	Return with Bid
Forms A or Forms B Disclosures	Return with Bid
Responsible Bidder Affidavit	Return with Bid
Bidder Preferences	Return with Bid
Bidder List of Individual Contacts	Return with Bid
Affidavit	Return with Bid
Equal Employment Opportunity Program	Return with Bid
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

Prevailing Wage rates for DuPage County effective Sept. 1, 2017 Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		[redacted]	[redacted]	1.5	1.5	2	[redacted]	[redacted]	0.00	[redacted]
COMMUNICATION TECH	ALL	BLD		[redacted]	[redacted]	1.5	1.5	2	[redacted]	[redacted]	[redacted]	0.61
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		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	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	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	[redacted]	17.85	0.00	[redacted]
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		[redacted]	[redacted]	1.5	1.5	2	[redacted]	[redacted]	0.00	[redacted]
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

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 DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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.

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. I-18-4[illegible]

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, June 12, 2018 and immediately thereafter publicly opened and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The undersigned hereby proposes to perform: furnishing and planting trees and shrubs along Elgin O'Hare Western Access (IL 390) from Wood Dale Road to Supreme Drive; plant maintenance and necessary replacements during the establishment period; seeding; maintenance of traffic; and all other associated and miscellaneous work shown on the plans and within the special provisions.

The services will be performed within the: Elgin O'Hare Western Access (IL 390) from Wood Dale Road to Supreme Drive, Mile Post 15.0 to Mile Post 16.2 in DuPage County, Illinois.

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

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

Addendum No. 1 Date 05/24/2018

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

Accompanying this Bid is a Bid Guaranty:

(a) Evidence by a bank draft, cashier's check or certified check on ___, Bank, for $_____, payable to The Illinois State Toll Highway Authority, or

(b) A Bid Bond in favor of the Authority for $ 17,920.45, with a corporate surety authorized to do business in the State of Illinois. 5%

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 I-18-4692,** hereby stipulates that, if awarded a Contract on said Bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said Bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a Contract be entered into under said Bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said Contract as provided by law.

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

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

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

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

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

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

The undersigned is (check one)
an individual ☐
a Partnership ☐
a Corporation ☑ under the laws of the State of ILLINOIS

having principal office at 356 E. BRUCE STREET, JOLIET, 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 11th day of JUNE, 2018, by its PRESIDENT, thereunto duly authorized.

_____ (SEAL)

_____ (SEAL)

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

INCORPORATED:

[redacted] José M. GARCIA President	356 E. BRUCE STREET, JOLIET, IL, 60432 Address
Vice-President	Address
Secretary	Address
Treasurer	Address

Proposal 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 $10,000.00. 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 Proposal 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. I-18-4692 as specified in S.P. 103.1

BID FROM : NATURAL CREATIONS LANDSCAPING INC.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT No. I-18-4692
ELGIN-O'HARE WESTERN ACCESS TOLLWAY
LANDSCAPING IMPROVEMENTS
ILLINOIS ROUTE 390, WOOD DALE ROAD TO SUPREME DRIVE
MILEPOST 15.0 TO MILEPOST 16.2
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	20	$25.00	$500.00
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20	$35.00	$700.00
*	A2002912	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	12	$400.00	$4,800.00
*	A2004820	TREE, GLEDITSIA TRIACANTHOS INERMIS SKYLINE (SKYLINE THORNLESS COMMON HONEYLOCUST), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	23	$575.00	$13,225.00
*	A2005616	TREE, OSTRYA VIRGINIANA (AMERICAN HOPHORNBEAM), 2" CALIPER, BALLED AND BURLAPPED	EACH	4	$475.00	$1,900.00
*	A2008518	TREE, ULMUS MORTON GLOSSY (TRIUMPH ELM), 2" CALIPER, BALLED AND BURLAPPED	EACH	12	$475.00	$5,700.00
*	C2001120	SHRUB, CEANOTHUS AMERICANUS (NEW JERSEY TEA), CONTAINER GROWN, 3-GALLON	EACH	83	$110.00	$9,130.00
*	C2001624	SHRUB, CORNUS SERICEA (REDOSIER DOGWOOD), 2' HEIGHT, BALLED AND BURLAPPED	EACH	200	$75.00	$15,000.00
*	C20058G4	SHRUB, RHUS AROMATICA GRO-LOW, (GRO-LOW SUMAC), CONTAINER GROWN, 3-GALLON	EACH	187	$70.00	$13,090.00
*	C2011024	SHRUB, SYRINGA PATULA MISS KIM (MISS KIM MANCHURIAN LILAC), 2' HEIGHT, BALLED AND BURLAPPED	EACH	70	$80.00	$5,600.00
*	C2011736	SHRUB, VIBURNUM DENTATUM (ARROWWOOD VIBURNUM), 3' HEIGHT, BALLED AND BURLAPPED	EACH	104	$85.00	$8,840.00
*	D2002172	EVERGREEN, PICEA PUNGENS (COLORADO SPRUCE), 6' HEIGHT, BALLED AND BURLAPPED	EACH	6	$450.00	$2,700.00
*	D2003518	EVERGREEN, TAXUS X MEDIA DENSIFORMIS DENSE ANGLOJAPANESE YEW), 1-1/2' WIDTH, BALLED AND BURLAPPED	EACH	185	$110.00	$20,350.00
*	K1005482	SHREDDED BARK MULCH 4"	SQ YD	3,050	$4.50	$13,725.00
*	JI251010	EROSION CONTROL BLANKET, BIODEGRADABLE NETTING	SQ YD	2,191	$4.00	$8,764.00
*	JI251016	FIBER ROLL	FOOT	2,500	$2.00	$5,000.00

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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LANDSCAPING IMPROVEMENTS
ILLINOIS ROUTE 390, WOOD DALE ROAD TO SUPREME DRIVE
MILEPOST 15.0 TO MILEPOST 16.2
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JIA20015	TREE, GLEDITSIA TRIACANTHOS INERMIS IMPERIAL (IMPERIAL THORNLESS HONEYLOCUST), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	12	$575.00	$6,900.00
*	JIA20018	TREE, ULMUS X PATRIOT (PATRIOT ELM), 2" CALIPER, BALLED AND BURLAPPED	EACH	39	$475.00	$18,525.00
*	JIA20080	TREE, GINKGO BILOBA AUTUMN GOLD (AUTUMN GOLD GINKGO), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	13	$700.00	$9,100.00
*	JIA20082	TREE, GYMNOCLADUS DIOICUS (KENTUCKY COFFEETREE), 1 ½" CALIPER, BALLED AND BURLAPPED	EACH	22	$400.00	$8,800.00
*	JIA20175	TREE, GINKGO BILOBA PRINCETON SENTRY (PRINCETON SENTRY GINKGO), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	12	$700.00	$8,400.00
*	JIC20007	SHRUB, ILEX GLABRA 'DENSA' (DENSA COMPACT INKBERRY), CONTAINER GROWN, 5-GALLON	EACH	643	$70.00	$45,010.00
*	JIC20009	SHRUB, POTENTILLA FRUTICOSA ABBOTSWOOD (ABBOTSWOOD POTENTILLA), CONTAINER GROWN, 3- GALLON	EACH	100	$70.00	$7,000.00
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	335	$30.00	$10,050.00
**	JS280210	FILTER FABRIC INLET PROTECTION, BASKET TYPE	EACH	20	$125.00	$2,500.00
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	14	$2,500.00	$35,000.00
**	JS671010	MOBILIZATION, TOLLWAY	L SUM	1	$20,000.00	$20,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	$40,000.00	$40,000.00
*	JT250432	SEEDING, CLASS 2E SALT TOLERANT ROADSIDE MIX (SPECIAL)	ACRE	1.0	$4,000.00	$4,000.00
*	JT250454	SEEDING, TALL FESCUE MIX (SPECIAL)	ACRE	1.0	$4,500.00	$4,500.00
*	JT253502	PLANTING PROJECT MANAGEMENT	CAL MO	12	$800.00	$9,600.00
					TOTAL AMOUNT OF CORE WORK	358,409.00

BID FROM: NATURAL CREATIONS LANDSCAPING, INC.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
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LANDSCAPING IMPROVEMENTS
ILLINOIS ROUTE 390, WOOD DALE ROAD TO SUPREME DRIVE
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SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	15,000	1.00	15,000.00
*	JT154023	CONTRACT ALLOWANCE FOR EROSION/LANDSCAPE RESTORATION	UNIT	20,000	1.00	20,000.00
*	JT154189	ALLOWANCE FOR MAINTENANCE MOWING	UNIT	15,000	1.00	15,000.00
*	JT154191	ALLOWANCE FOR WOODY PLANT SUPPLEMENTAL WATERING	UNIT	25,000	1.00	25,000.00
*	JT155110	WORKFORCE HIRING INCENTIVE	HOUR	1,000	15.00	15,000.00
					TOTAL AMOUNT OF CONTINGENCY WORK	90,000.00
	999NEG26	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ELGIN O'HARE	OCCUR		(2,000.00)	
	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		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(600.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(800.00)	

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LANDSCAPING IMPROVEMENTS
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S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	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)	
	999NEG81	FAILURE TO PROVIDE WATERING PER SPECIAL PROVISIONS PLANTING WOODY PLANTS	CAL DAY		(500.00)	
		ADJUSTMENTS				
		TOTAL AMOUNT OF CONTINGENCY WORK				90,000.00
		TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID				448,409.00
		ECP BID CREDIT				0.00
		AWARD CRITERIA				448,409.00

OK
NC
6.12.18

OPENED 6/12/2018

BOND OR
CHECK ENCLOSED: YES ✓ NO ___

For our bid for ISTHA project I-18-4692, we have no ECP Certificates to upload since we are not claiming any ECP bid credits.

Thank you,

Mitch Holmer
Estimator
Natural Creations Landscaping, Inc.
815-724-0991

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT No. I-18-4692
ELGIN-O'HARE WESTERN ACCESS TOLLWAY
LANDSCAPING IMPROVEMENTS
ILLINOIS ROUTE 390, WOOD DALE ROAD TO SUPREME DRIVE
MILEPOST 15.0 TO MILEPOST 16.2
SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR

S.P. COLUMN LEGEND

*	INDICATES SPECIAL PROVISION
**	INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
***	INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
BDE	INDICATES IDOT BDE SPECIAL PROVISION
GBSP	INDICATES IDOT GBSP SPECIAL PROVISION
D1	INDICATES SPECIAL PROVISION

Note 1: The Contractor should leave the unit price value blank. The unit price will be entered by the Tollway after receipt of bids.

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. Offers submitted without FORMS A or FORMS B shall be deemed non-responsive.

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

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

Forms A Section

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

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

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

Forms B Section

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

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

1. Certification of Illinois Procurement Gateway Registration #
2. Certification Timely to this Solicitation
3. 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.

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
PUBLIC ACT 97-0369

CONTRACT NO: I-18-4692
(Enter Tollway Contract Number)

SUBMITTING BIDDER: Natural Creations Landscaping, Inc.
(Enter Name of Firm)

ADDRESS: 356 E. Bruce Street

Joliet, IL 60432

STATE OF ILLINOIS)
) **SS**
COUNTY OF Will)

The Affiant, Jose M Garcia, being first duly sworn, upon oath deposes and says:

1. That the Affiant is Jose M Garcia of who is Natural Creations Landscaping, Inc. who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as I-18-4692 *(enter Tollway contract number)*, between the Bidder and the Owner;

2. The Affiant hereby states that the Bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

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

[redacted]
SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN BEFORE ME THIS 11th **DAY OF** June **, 20** 18 **.**

[redacted]
NOTARY PUBLIC

Official Seal
Veronica Cisneros
Notary Public State of Illinois
My Commission Expires 08/20/2020

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

PREFERENCES

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

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

☐ Resident Bidder (30 ILCS 500/45-10)

☐ Recycled Materials (30 ILCS 500/45-20)

☐ Recycled Paper (30 ILCS 500/45-25)

☐ Environmentally Preferable Supplies (30 ILCS 500/45-26)

☐ Illinois Correctional Industries (30 ILCS 500/45-30)

☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35)

☐ Gas Mileage (30 ILCS 500/45-40)

☐ Small Businesses (30 ILCS 500/45-45)

☐ Illinois Agricultural Products (30 ILCS 500/45-50)

☐ Corn-Based Plastics (30 ILCS 500/45-55)

☐ Disabled Veterans (30 ILCS 500/45-57)

☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

☐ Public Purchases in Other State (30 ILCS 520)

☐ Illinois Mined Coal Act (30 ILCS 555)

☐ Steel Products Procurement (30 ILCS 565)

☐ Veteran's Preference (330 ILCS 55)

☐ Procurement of Domestic Products (30 ILCS 517)

☐ Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation:

none

Signature of Authorized Representative: [redacted]

Printed Name of Authorized Representative: Jose M Garcia

Vendor Name: Natural Creations Landscaping, Inc.

Date: 06/11/2018

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4692

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.

ITEM	INDIVIDUAL	TELEPHONE NO.	E-MAIL
Schedule of Prices	Mitchell Holmer	815-724-0991	mholmer@naturalcreationslandscaping.com
Progress Schedule	Mitchell Holmer	815-724-0991	mholmer@naturalcreationslandscaping.com
Current Contractual Obligations	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Bid Guaranty	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Financial Statement EEO PROGRAM	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Financial Disclosures	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Standard Business Terms and Conditions	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CONTRACT NO. I-18-4692

AFFIDAVIT

State of Illinois)
) SS
County of Will)

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

That his/her name is Jose M. Garcia, and he/she resides at [redacted],

and his/her office is at 356 E Bruce St. Joliet IL 60432, That he/she makes, and is authorized to make

this affidavit on behalf of Natural Creations Landscaping, Inc., a
(Name of Corporation, Partnership, etc.)

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in **Contract** No. I-18-4692 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this Bid is made without reference to any other Bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said Bid; that no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said Bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this Bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said Bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any Bid for said Contract, directly or indirectly.

[redacted]
(Affiant)

Sworn to before me and subscribed in my presence this 11th day of June, 2018,

[redacted]
(Notary Public)

My Commission Expires: 08/20/2020

R-4

Official Seal
Veronica Cisneros
Notary Public State of Illinois
My Commission Expires 08/20/2020

CONTRACT NO. I-18-4692

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL OR JOINT VENTURE

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
see attached				

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
see attached				

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
n/a				

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.

NATURAL CREATIONS LANDSCAPING, INC.
BIDDER

06/11/2018
DATE

JOSÉ M. GARCIA
BY:

[redacted]
SIGNATURE

President
TITLE

SUB-CONTRACTOR

SUB-CONTRACTOR

Natural Creations Landscaping (NCL)Pending Contracts Summary

As of: May 2018
PAGE: 1 of 1

Agency	Project Title	Status	Value	Contract #
IDOT	Rt. 47 - Sherill Road to Caton Farm Road	In Progress	909K	66B84
IDOT	Rte 7 / 159th St - Cougar to Will-Cook	In Progress	1242K	60L71
IDOT	Rte 7 / 159th St - Will-Cook to Ravinia Ave	In Progress	816K	60L72
IDOT	Irving Park Road at York Road	In Progress	591K	60B42
IDOT	US 34 - IL 47 to Minkler	In Progress	414K	66884
IDOT	Eola Road - Keating to Montgomery	In Progress	254K	61C06
IDOT	Longmeadow Pkwy	In Progress	983K	61C41
IDOT	McEvilly Road - Lions Park to Vista Ct	In Progress	67K	87631
IDOT	Tinley Park 191st St - Harlem to Oak Park Ave	In Progress	86K	61A03
IDOT	US 34 Eldamain Yorkville	In Progress	241K	66993
IDOT	I-94 at I-290	In Progress	133K	60X75
IDOT	I-94 at I-290	In Progress	233K	60X76
IDOT	Plano Eldamain Road	In Progress	270K	87666
IDOT	Longmeadow Rte 62	In Progress	855K	61D16
IDOT	Longmeadow Rte 31	In Progress	2750K	61 E 05
ISTHA	1-90 / Barrington Road Interchange	In Progress	467K	I-14-4220
ISTHA	I-90 Trees - Elgin to Kennedy	In Progress	1997K	I-17-4323
ISTHA	I-90 Bioswale Improvements - East	In Progress	793K	I-17-4335
ISTHA	I-355 Rehab - IL 56 to Army Trail Rd	In Progress	396K	RR-16-4256
ISTHA	I-390 Landscaping Rte 53 to Park Blvd	Not Started	994K	I-18-4690
ISTHA	I-390 Landscaping Park Blvd to Wood Dale Rd	Pending	750K	I-18-4691
ISTHA	I-390 Landscaping Wood Dale Rd to Supreme	Pending	450K	I-18-4692
CDOT	Lake Shore Dr at 41st St	In Progress	928K	E-5-003
Cook Co	Central Road - Ela Rd to Roselle Rd	In Progress	481K	1655-15886
CDA	O'Hare Fuel Transmission Lines	In Progress	573K	OH.6149.400.900.30
CDA	O'Hare CDF Paving & Utilities	In Progress	2145K	OH.6151.200.183.50
CDA	O'Hare 10R-28L security pkg2	In Progress	300K	OH.6135.200.537.50
CDA	O'Hare United Pad aprons	In Progress	177K	TH6046.15-00
CDA	O'Hare UAL NAP GEM FM	In Progress	300K	OH.6148.400.830.30
METRA	Elgin Rte 20 Z-100 bridge over Fox River	In Progress	134K	97477

Illinois State Toll Highway Authority

SPECIAL PROVISIONS FOR

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

2. CONTRACTOR ASSURANCE:

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

3. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:

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

Women: at least 6.9 percent for all contracts.

Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is 19.6%.

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

4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

AMERICAN INDIAN OR ALASKA NATIVE:

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

ASIAN:

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

BLACK OR AFRICAN AMERICAN:

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

HISPANIC:

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

5. CONTRACT PERFORMANCE

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

5.1 That it will, 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.

Illinois Tollway

Tollway Contract #: _____

Prime: _____

Date: _____

FORM EEO 1256 - WORKFORCE PROJECTION

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

TABLE A

TOTAL Workforce Projection for Contract

JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES						TRAINEES			
			BLACK		HISPANIC		*OTHER MINOR.		APPREN-TICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Manager)												
Supervisors												
Foremen												
Clerical												
Equipment Operators												
Mechanics												
Truck Drivers												
Ironworkers												
Carpenters												
Cement Masons												
Electricians												
Pipefitters, Plumbers												
Painters												
Laborers, Semi-Skilled												
Laborers, Unskilled												
TOTAL												

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT

TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F

TABLE C

TOTAL Training Projection for Contract

Employees In Training	Total Employee		Black		Hispanic		*Other Minor.	
	M	F	M	F	M	F	M	F
Apprentices								
On-The-Job Trainees								

* Other minorities are defined as Asians (A) or Native Americans: (N). Please specify race of each employee shown in Other Minorities column.

Note: See Instructions on page 2

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) _____ new hires would be recruited from the area in which the contract project is located; and/or (number) _____ 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) _____ persons will be directly employed by the prime contractor and that (number) _____ persons will be employed by subcontractors.

Company _____ Telephone Number _____

_____

Address _____

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 Tollway

EEO 0003 Workforce Reporting Worksheet

Contract #		Prepared by	
EEO Contractor/Supplier Name		Title	
Company Contact		E-mail Address	
Period Begin Date		Phone #	
Period End Date			
Current Pay Estimate		% Complete	Mobilization Date
No Hours to Report	☐		
Work Performed			
Narrative Box			

	✓ CHECK THE CORRECT BOX												ENTER HOURS AND COUNT			
Job Category	Gender		Ethnicity							Worker Experience Level			Non-Veteran		Veteran	
	Male	Female	African American	American Indian /AK	Asian	Hispanic	Native Hawaiian or other Pacific	Two or More Races	White	Journey - man	App-rentice	On-the-Job Trainee	Hours	Count	Hours	Count

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:

- 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

ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: I-18-4692

CONTRACTOR/CONSULTANT NAME: NATURAL CREATIONS LANDSCAPING, 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.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4692

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.

ITEM	INDIVIDUAL	TELEPHONE NO.	E-MAIL
Schedule of Prices	Mitchell Holmer	815-724-0991	mholmer@naturalcreationslandscaping.com
Progress Schedule	Mitchell Holmer	815-724-0991	mholmer@naturalcreationslandscaping.com
Current Contractual Obligations	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Bid Guaranty	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Financial Statement EEO Program	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Financial Disclosures	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com
Standard Business Terms and Conditions	Jose M. Garcia	815-724-0991	jgarcia@naturalcreationslandscaping.com

3. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of five years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

4. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

5. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

6. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the

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

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Tollway and State of Illinois, their directors, agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

10. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

11. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

13. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at http://www.ilga.gov).

15. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

16. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other

similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

18. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

19. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

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

21. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

22. **WARRANTIES FOR SUPPLIES AND SERVICES:**

22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

23. **REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's

ability to perform the contract.

23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

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

25. **SUPPLEMENTAL PROVISIONS**

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

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

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

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

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

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

25.2 REPORT OF A CHANGE IN CIRCUMSTANCES: The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the CONTRACTOR's

Certification/Disclosure Forms, the CONTRACTOR's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the CONTRACTOR, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

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

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

25.3 VENDOR SUPPLEMENTAL PROVISIONS

☐ Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

NATURAL CREATIONS LANDSCAPING, 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."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection:** State the new additional term or condition.

NATURAL CREATIONS LANDSCAPING, INC. hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by _____.

Agreed:	Agreed:
By: JOSÉ M. GARCIA	By:
Signed:	Signed:
Position: PRESIDENT	Position:
Date: 26/11/2018	Date:

Illinois Tollway

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

Date: 06/11/2018 **Project Number:** I-18-4692

Project Name: LANDSCAPING IMPROVEMENTS
I-390 WOOD DALE RD to SUPREME DRIVE

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: NATURAL CREATIONS LANDSCAPING, INC.

Federal Employment Identification Number (FEIN): [redacted]

E-Mail: JGARCIA@NATURALCREATIONSLANDSCAPING.COM

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

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

Sub-Contractor(s)/Consultant(s)	Sub-Contractor /Consultant FEIN	Address	General Type of Work	Anticipated Amount of Contract to be Paid (to extent known) Sub-Contractor (dollar value) or Sub-Consultant (percentage)
NONE				

Signature: [redacted] **Date:** 06/11/2018

Printed Name: JOSÉ M. GARCIA

Illinois Tollway

Substance Abuse Prevention Program Certification Public Act 95-0635

Contract # I-18-4692 Today's Date 06/11/20

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

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

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

NATURAL CREATIONS LANDSCAPING, INC. — JOSÉ M. GARCIA, PRESIDENT

Contractor — Name/Title of Authorized Representative

[redacted]

Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

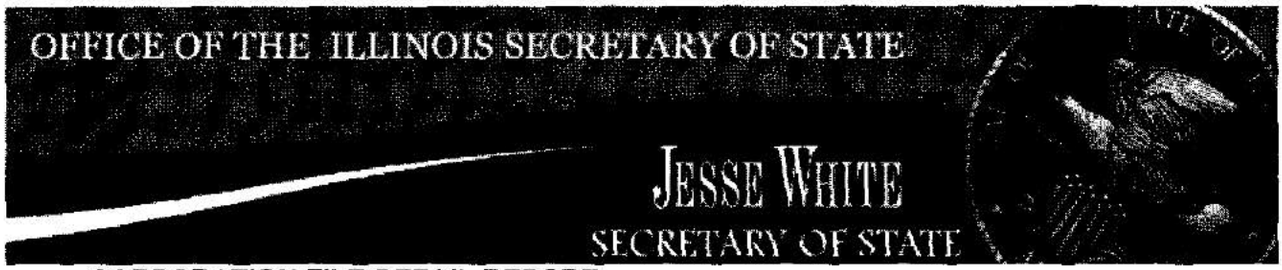
Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

Signature of Authorized Representative

Subcontractor — Name/Title of Authorized Representative

Signature of Authorized Representative



CORPORATION FILE DETAIL REPORT

File Number	57690399		
Entity Name	NATURAL CREATIONS LANDSCAPING INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/23/1994	State	ILLINOIS
Agent Name	JOSE M GARGIA	Agent Change Date	10/16/2009
Agent Street Address	366 BRUCE ST	President Name & Address	JOSE M GARCIA 3000 HOBSON RDDOWNERS GROVE 60517
Agent City	JOLIET	Secretary Name & Address	NANCY G GARCIA SAME
Agent Zip	60432	Duration Date	PERPETUAL
Annual Report Filing Date	01/02/2018	For Year	2018

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Page: 1 Document Name: untitled

Natural Creations Landscaping

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 09:53 06/26/18

ACTION: S

VENDOR NUMBER= [redacted] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 06/26/18 AT 09:53 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

Date: 6/26/2018 Time: 9:53:33 AM

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

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

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

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

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

Name: Click here to enter text.

Business Name: Natural Creations Landscaping, Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: [redacted]

Legal Status (check one):

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

Signature of Authorized Representative: [redacted]

Date: June 11, 2018

File Number 5769-039-9

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

NATURAL CREATIONS LANDSCAPING INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 23, 1994, 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* 5TH *day of* JULY *A.D.* 2017 .

[redacted]

SECRETARY OF STATE

Authentication #: 1718602298 verifiable until 07/05/2018
Authenticate at: http://www.cyberdriveillinois.com

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 16341

Natural Creations Landscaping Inc

356 E Bruce Street

Joliet IL 60434

Information for this business last updated on:

Tuesday, October 06, 2009

Certificate produced on Tuesday, October 06, 2009 at 2:16 PM

Registered Business

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22042474 Procurement/Contract #: I-18-4692

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 #: 20060827 IPG Expiration Date: 08/30/2018

2. **Certification Timely to this Solicitation or Contract**

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

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

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

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

Name	Address	Relationship to Disclosing Entity
N/A	Click here to enter text.	Click here to enter text.

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

4. **Disclosure of Current and Pending Contracts**

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 #
See attached	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

5. Signature

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Natural Creations Landscaping, Inc.

Phone: 815-895-8925

Street Address: 356 E. Bruce Street

Email: jgarcia@naturalcreationslandscaping.com

City, State, Zip: Joliet, Il 60432

Vendor Contact: Jose M. Garcia

Signature: [redacted]

Date: 06/11/2018

Printed Name: Jose M. Garcia

Title: President

Natural Creations Landscaping (NCL)Pending Contracts Summary

As of: May 2018
PAGE: 1 of 1

Agency	Project Title	Status	Value	Contract #
IDOT	Rt. 47 - Sherill Road to Caton Farm Road	In Progress	909K	66B84
IDOT	Rte 7 / 159th St - Cougar to Will-Cook	In Progress	1242K	60L71
IDOT	Rte 7 / 159th St - Will-Cook to Ravinia Ave	In Progress	816K	60L72
IDOT	Irving Park Road at York Road	In Progress	591K	60842
IDOT	US 34 - IL 47 to Minkler	In Progress	414K	66884
IDOT	Eola Road - Keating to Montgomery	In Progress	254K	61C06
IDOT	Longmeadow Pkwy	In Progress	983K	61C41
IDOT	McEvilly Road - Lions Park to Vista Ct	In Progress	67K	87631
IDOT	Tinley Park 191st St - Harlem to Oak Park Ave	In Progress	86K	61A03
IDOT	US 34 Eldamain Yorkville	In Progress	241K	66993
IDOT	I-94 at I-290	In Progress	133K	60X75
IDOT	I-94 at I-290	In Progress	233K	60X76
IDOT	Plano Eldamain Road	In Progress	270K	87666
IDOT	Longmeadow Rte 62	In Progress	855K	61D16
IDOT	Longmeadow Rte 31	In Progress	2750K	61 E 05
ISTHA	I-90 / Barrington Road Interchange	In Progress	467K	I-14-4220
ISTHA	I-90 Trees - Elgin to Kennedy	In Progress	1997K	I-17-4323
ISTHA	I-90 Bioswale Improvements - East	In Progress	793K	I-17-4335
ISTHA	I-355 Rehab - IL 56 to Army Trail Rd	In Progress	396K	RR-16-4256
ISTHA	I-390 Landscaping Rte 53 to Park Blvd	Not Started	994K	I-18-4690
ISTHA	I-390 Landscaping Park Blvd to Wood Dale Rd	Pending	750K	I-18-4691
ISTHA	I-390 Landscaping Wood Dale Rd to Supreme	Pending	450K	I-18-4692
CDOT	Lake Shore Dr at 41st St	In Progress	928K	E-5-003
Cook Co	Central Road - Ela Rd to Roselle Rd	In Progress	481K	1655-15886
CDA	O'Hare Fuel Transmission Lines	In Progress	573K	OH.6149.400.900.30
CDA	O'Hare CDF Paving & Utilities	In Progress	2145K	OH.6151.200.183.50
CDA	O'Hare 10R-28L security pkg2	In Progress	300K	OH.6135.200.537.50
CDA	O'Hare United Pad aprons	In Progress	177K	TH6046.15-00
CDA	O'Hare UAL NAP GEM FM	In Progress	300K	OH.6148.400.830.30
METRA	Elgin Rte 20 Z-100 bridge over Fox River	In Progress	134K	97477

Vendor Registration: View

Help & Tools

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

Natural Creations Landscaping, Inc. — **System Vendor Number: 20080827**

Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	8/29/2017
STATUS	Accepted
REVIEWER	Eric Cotton
DATE REVIEWED	8/30/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	8/30/2018
FLAG FORM	Add Flag

Settings

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

Entity Information

BUSINESS NAME	Natural Creations Landscaping, Inc.
CONTACT FOR THIS SUBMISSION	Jose Garcia (change contact)
PRIMARY CONTACT EMAIL	jgarcia@naturalcreationslandscaping.com
PHONE	815-724-0991
FAX	815-724-0996
COMPANY EMAIL	jgarcia@naturalcreationslandscaping.com
TAX ID NUMBER	[redacted]
COMPANY TYPE	Corporation
ADDRESS	356 E. Bruce St. Joliet, IL 60434 [edit address]

Vendor Registration: View Form

Help & Tools

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

Natural Creations Landscaping, Inc. System Vendor Number: 20060827

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	8/29/2017
STATUS	Accepted
BUSINESS NAME	Natural Creations Landscaping, Inc.
POINT OF CONTACT	Jose Garcia
FLAG FORM	Add Flag

A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor
2. NAME OF CEO/BUSINESS OWNER	Jose M. Garcia
3. ANNUAL SALES/GROSS RECEIPTS	12,161,712.00
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	02/23/1994
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business statewide
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Veronica Cisneros
CONTACT PERSON TITLE	**Office Manager**
CONTACT PERSON PHONE	815-724-0991
CONTACT PERSON EMAIL	vcisneros@naturalcreationslandscaping.com

B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	State Agency

Help & Tools

Vendor Registration: View Form

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Natural Creations Landscaping, Inc. System Vendor Number: 20080827

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Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	8/29/2017
STATUS	Accepted
BUSINESS NAME	Natural Creations Landscaping, Inc.
POINT OF CONTACT	Jose Garcia
FLAG FORM	Add Flag

C. Small Business Set-Aside Program

1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?

Yes - My business is already registered in this program and I would like to re-qualify

Document	Status
SBSP Re-Qualification Statement SBSA_re-qualification_form_Natural_Creations_Landscaping.pdf (PDF)	Attached by Jose Garcia on 8/29/2017
IPG SBSP re-qualification statement for 2016 - Natural Creations_Landscaping.pdf (PDF, 70.77 KB)	

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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Natural Creations Landscaping, Inc. System Vendor Number: 20060827

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Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	8/29/2017
STATUS	Accepted
BUSINESS NAME	Natural Creations Landscaping, Inc.
POINT OF CONTACT	Jose Garcia
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	90
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 91655-00

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

Additional Information

STAFF ATTACHED FILE(S) Attach File

Refresh List after attaching file(s).

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	**Natural Creations Landscaping, Inc.**
Owner	**Jose Garcia**
Address > Map This Address	**356 E. Bruce St.** **Joliet, IL 60432**
Phone	**815-724-0991**
Fax	**815-724-0996**
Email	**jgarcia@naturalcreationslandscaping.com**

Certification Information

Certifying Agency	**City of Chicago**
Certification Type	**MBE - Minority Business Enterprise**
Certification Date	**3/26/2018**
Renewal Date	**3/15/2019**
Expiration Date	**3/15/2023**
Certified Business Description	**NAICS 238990 Brick paver (e.g., driveways, patios, sidewalks) installation** **NAICS 541320 Landscape design services** **NAICS 561730 Landscaping Services** **NAICS 484220 Trucking, specialized freight (except used goods), local** **NAICS 237310 Concrete paving (i.e., highway, road, street, public sidewalk)** **NAICS 237310 Pavement, highway, road, street, bridge or airport runway, construction**

Commodity Codes

Code	Description
NAICS 237310	Concrete paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Pavement, highway, road, street, bridge or airport runway, construction
NAICS 238990	Brick paver (e.g., driveways, patios, sidewalks) installation
NAICS 484220	Trucking, specialized freight (except used goods), local
NAICS 541320	Landscape design services
NAICS 561730	Landscaping Services

Additional Information

Print | Close Window

Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.
From: IDHR.PublicContracts <IDHR.PublicContracts@Illinois.gov>
Date: Thu, Aug 24, 2017 3:13 pm
To: "JGARCIA@NATURALCREATIONSLANDSCAPING.COM" <JGARCIA@NATURALCREATIONSLANDSCAPING.COM>
Cc: "VCISNEROS@NATURALCREATIONSLANDSCAPING.COM" <VCISNEROS@NATURALCREATIONSLANDSCAPING.COM>
Attach: image003.jpg

ILLINOIS DEPARTMENT OF
Human Rights

Bruce Rauner, Governor
Janice Glenn, Acting Director

IDHR #: 91655-00
Date Eligible: 08/22/2017
Expires on: 08/22/2022

JOSE M. GARCIA
PRESIDENT
NATURAL CREATIONS LANDSCAPING, INC.
356 E. BRUCE ST
JOLIET, IL 60432

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

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

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

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

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

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

IDHR PCU (01-2010)

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Natural Creations Landscaping, Inc. **System Vendor Number: 20060627**

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Vendor Registration

FORM NAME	**F - G. Certifications & Board of Elections**
DESCRIPTION	Complete section F - G, in order to submit the form
DATE SUBMITTED	8/29/2017
STATUS	Accepted
BUSINESS NAME	Natural Creations Landscaping, Inc.
POINT OF CONTACT	Jose Garcia
FLAG FORM	Add Flag

F. Certifications

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

Yes

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

16341

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

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Natural Creations Landscaping, Inc. System Vendor Number: 20060627

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Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H. in order to submit this form.
DATE SUBMITTED	8/29/2017
STATUS	Accepted
BUSINESS NAME	Natural Creations Landscaping, Inc.
POINT OF CONTACT	Jose Garcia
FLAG FORM	Add Flag

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S) Attach File

Refresh List after attaching file(s).

Vendor Registration: View Form

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Natural Creations Landscaping, Inc. **System Vendor Number: 20080827**

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Vendor Registration

FORM NAME	**I. Financial Disclosure & Conflicts of Interest**
DESCRIPTION	**Complete the Financial Disclosure & Conflicts of Interest form**
DATE SUBMITTED	8/29/2017
STATUS	Accepted
BUSINESS NAME	Natural Creations Landscaping, Inc.
POINT OF CONTACT	Jose Garcia
FLAG FORM	Add Flag

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

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

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

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

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

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form.docx (DOCX)	Attached by Jose Garcia on 8/29/2017

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

Yes

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

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

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

Not applicable - For-Profit Entity

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

No

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

No

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

No

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

No

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

Not applicable - I answered No in Questions 5-8

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

Not applicable - I answered No in Questions 5-8

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

No

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

No

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

No

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

THE PREVIOUS 2 YEARS?

No

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

No

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

No

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

No

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

No

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

No

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

No

21. HAS THERE BEEN ANY 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: Natural Creations Landscaping, Inc

DBA: Natural Creations Landscaping, Inc

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.
Jose. M. Garcia	[redacted]	100%		Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

IPB Reference Number	22042474	Date Created	May 8, 2018
SPO Determination Reference Number		Date Created	

Print Form

SPO DETERMINATION FORM

STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL

Agency Name	THA - Toll Highway Authority	Estimated Cost of Procurement	405,460
Project Title	THA: I-18-4692 - Elgin O'Hare Western Access Tollway Landscaping Improvements, IL Route 390, Wood Dale Road to Supreme Drive M.P. 15.0 to 16.2	Procurement Method	IFB
		Small Business Set-Aside (Y/N?)	Yes

Brief Description (Include Special Conditions and existing Contract # if any action against an existing contract)

The work under this Contract shall consist of: furnishing and planting trees and shrubs along Elgin O'Hare Western Access (IL 390) from Wood Dale Road to Supreme Drive; plant maintenance and necessary replacements during the establishment period; seeding; maintenance of traffic; and all other associated and miscellaneous work shown on the plans and within the special provisions.
The work is to be performed on: Elgin O'Hare Western Access (IL 390) from Wood Dale Road to Supreme Drive, Mile Post 15.0 to Mile Post 16.2 in DuPage County, Illinois.

Critical Contract Dates	August 1, 2018 and June 2, 2021		
APO Signature verifying submissio	[redacted]	Date	May 10, 2018
SPO Signature verifying receipt		Date	
SPO Signature denying approval		Date	

(APO should attach any additional documentation that may assist the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Procurement Method

SPO Signature approving method	[redacted]	Date	May 11, 2018

STEP #2 SOLICITATION REVIEW AND APPROVAL

IPB Reference Number: 22042474

2.1. Agency's Submission of Draft Solicitation Document to SPO

APO Signature verifying submission	[redacted]	Date	May 10, 2018
SPO Signature verifying receipt		Date	
SPO Signature denying approval		Date	

SPO's Comments/Recommendations regarding Approval/Disapproval of Draft Solicitation

2.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission		Date	
SPO Signature verifying receipt		Date	

2.3. SPO's Publishing of Solicitation on Illinois Procurement Bulletin

SPO Signature approving Draft Solicitation	[redacted]	Date	May 11, 2018

Date Published: May 8, 2018 Date Opening: June 12, 2018

STEP #3 AWARD REVIEW AND APPROVAL

IPB Reference Number: 22042474

3.1. Agency's Request to Award

Award Type: Contract Award Notice

Date Created: June 21, 2018

APO Signature verifying submission: [redacted]

Date: June 21, 2018

SPO Signature verifying receipt:

Date:

SPO Signature denying approval:

Date:

(APO shall attach additional documentation that assists the SPO in this determination)

SPO's Comments/Recommendations regarding Approval/Disapproval of Request to Award

June 2018 Board Item: Natural Creations Landsscaping, Inc.
Award Amount: $448,409.00
Disclosures Approved: 6/19/18
Pending Board Approval

3.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission:

Date:

SPO Signature verifying receipt:

Date:

3.3. SPO's Approval of Award

SPO's Signature approving Award: [redacted]

Date: June 26, 2018

Date Published: June 26, 2018

Date Closing: July 10, 2018

3.4. SPO's Reasons for Contract Award Decision

The SPO sets forth the reasoning for the contract award decision by checking the appropriate box below.

☐ The rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.

☒ The contract was procured through the Invitation for Bid process, and the contract has been awarded to the lowest priced responsive and responsible bidder.

☐ The contract is a change order where the circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract and reasonable in size and scope, or the change is in the best interest of the State. The change order is based on the purchasing agency's justification.

☐ The contract is an amendment germane to the original contract, reasonable in size and scope, and in the best interest of the State. The award decision is based on the purchasing agency's justification.

☐ The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency's justification.

☐ Other (Description here)

STEP #4 CONTRACT REVIEW AND APPROVAL

IPB Reference Number: 22042474

4.1. Agency's Provision of Contract to SPO

Contract Number: I-18-4692

APO Signature verifying submission: [redacted] Date: July 13, 2018

SPO Signature verifying receipt: Date:

SPO Signature denying approval: Date:

SPO's Comments/Recommendations regarding Approval/Disapproval of Contract:

4.2. Agency's Re-Submission if Necessary

APO Signature verifying re-submission: Date:

SPO Signature verifying receipt: Date:

4.3. SPO's Approval for Contract Execution

SPO's Signature approving Contract: [redacted] Date: July 17, 2018

AGREEMENT

CONTRACT NO: I-18-4692

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of **28th**, **June 2018** by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and **Natural Creations Landscaping, 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 **Joliet**, 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 Standard Specifications.
8. The Bid.
9. The Instructions to Bidders.
10. The Advertisement for Sealed Bids.

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

AGREEMENT

CONTRACT NO: I-18-4692

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of_____, _____, 2018 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.
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8. The Bid.
9. The Instructions to Bidders.
10. The Advertisement for Sealed Bids.

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

CONTRACT NO: I-18-4692

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 2, 2021, in accordance with the contract book schedule.

CONTRACT END DATE

The contract End Date is two (2) years from the Completion Date. Based on the Completion Date stated in the contract at the time of award the End Date June 2, 2023.

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

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: I-18-4692

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: I-18-4692
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 **Natural Creations Landscaping, Inc.** at:

356 E. Bruce Street

Joliet, IL 60432

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: [redacted] 06/14/2018

President Date

JOSÉ M. GARCIA

Printed Name as Signed Above

ATTEST: [redacted] (Seal)

Secretary

NANCY GARCIA

Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED: [redacted] 7/24/18

Robert J. Schillerstrom, Chairman/Elizabeth Gorman, Executive Director Date

APPROVED: [redacted] 7/20/18

Michael Colsch, Chief Financial Officer Date

APPROVED: [redacted] 7/19/18

Elizabeth M.S. Oplawski, Acting General Counsel Date

Approved as to Form and Constitutionality

[redacted] 7.N.2018

Robert Lane, Senior Assistant Attorney General, State of Illinois Date

CORPORATION SIGNATURE FORM

At a meeting on JANUARY 8, 2018, the Board of Directors of NATURAL CREATIONS LANDSCAPING, INC. adopted the following Resolution:
(Name of Corporation)

"BE IT RESOLVED that José M. GARCIA
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

NATURAL CREATIONS LANDSCAPING, INC.
(Name of Corporation)

to execute the contract and any and all contract modifications or (FOR ALL CONTRACTS) documentation in connection with The Illinois State Toll Highway Authority's Contract No. I-18-4692."

I, NANCY GARCIA, 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)

06/14/2018
Date

[redacted]
Secretary

Corporation Signature Form (104.2) 06-18-2014

ACTION IN LIEU OF ANNUAL MEETING
OF THE SOLE DIRECTOR
OF
NATURAL CREATIONS LANDSCAPING, INC.

This Action in Lieu of Annual Meeting of the sole Director of Natural Creations Landscaping, Inc. (the Corporation) is taken on January 8, 2018 The sole Director of the Corporation consents to the taking of this Action and waives whatever notice may be required in connection therewith. Said consent and waiver is signified by his signature to this Action. The sole Director of the Corporation is:

Jose M. Garcia

The following resolutions are adopted by the Director:

RESOLVED that all actions taken by Jose M. Garcia on behalf of the Corporation since the last annual action of the Sole Director are hereby approved.

RESOLVED that the following persons are herby elected to serve as officers of the Corporation until next annual action of the Director, or until their successors shall have been duly elected and shall have qualified:

President: Jose M. Garcia
Secretary: Nancy G. Garcia

RESOLVED that the annual salary authorized for said officer(s) of the Corporation shall be as set forth herein until further action of the Director:

President: $ —
Secretary: $ —

RESOLVED that the Registered Agent of the Corporation is Jose M. Garcia and that the registered office of the Corporation is 356 E. Bruce St, Joliet, Will County, Illinois 60432 and that the proper officers of the Corporation be and they are hereby authorized and directed to execute and file on behalf of the Corporation any documents necessary to effect this change.

APPROVED BY THE SOLE DIRECTOR:

[redacted]

Jose M. Garcia

ACTION IN LIEU OF ANNUAL MEETING
OF THE SOLE SHAREHOLDER
OF
NATURAL CREATIONS LANDSCAPING, INC.

This Action in Lieu of Annual Meeting of the sole shareholder of Natural Creations Landscaping, Inc., (the Corporation) is taken on January 8, 2018. The sole shareholder of the Corporation consents to the taking of this Action and waives whatever notice may be required in connection therewith. Said consent and waiver is signified by his signature to this Action. The sole shareholder of the Corporation is:

Jose M. Garcia Owner of 1,000 shares

The following resolutions are adopted by the Shareholder:

RESOLVED that the following person is hereby elected to serve as Director of the Corporation until the next annual meeting of the Shareholders or until the successor is duly elected and shall have qualified:

Jose M. Garcia

RESOLVED that all actions taken by Jose M. Garcia on behalf of the Corporation since the last annual action of the Sole Shareholder are hereby approved.

APPROVED BY THE SOLE SHAREHOLDER:

[redacted]

Jose M. Garcia

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NATURAL CREATIONS LANDSCAPING, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
356 E. BRUCE ST

Requester's name and address (optional)

6 City, state, and ZIP code
JOLIET, IL 60432

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ [redacted] Date ▶ 1/11/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
KANSAS CITY MO 64999

DATE OF THIS NOTICE: 03-11-94
NUMBER OF THIS NOTICE: CP 575 G
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 (TELE-TIN)
0965623115 B

TAX FORMS YOU MUST FILE:
941 1120 940

FOR ASSISTANCE CALL US AT:
435-1040 LOCAL CHICAGO
1-800-829-1040 OTHER IL

OR WRITE TO THE ADDRESS SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

NATURAL CREATIONS LANDSCAPING INC
% JOSE M GARCIA
[redacted]

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Tele-TIN phone call. We assigned you employer identification number (EIN) [redacted]. This EIN will identify your business account tax returns and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. Using any variation in your name or EIN may cause processing delays, incorrect information in your account, or erroneous assignment of more than one EIN.

We have established the filing requirement(s) and tax period for your account based on the information provided. Publication 538, Accounting Periods and Methods, is available at most IRS offices if you need help in determining your required tax year.

If you are required to make deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. If you must make a payment before then, use the enclosed coupons.

If you have not already done so, please complete the enclosed Form SS-4 Application for Employer Identification Number. Write in your new EIN [redacted] in the upper right hand corner of the form. Be sure you sign and date the form properly. Return the form with the bottom part of this notice within 15 days. An envelope is enclosed for your convenience. We need this information for a complete record of your account.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-92

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

0965623115

YOUR TELEPHONE NUMBER BEST TIME TO CALL
( ) -
_____ _____

DATE OF THIS NOTICE: 03-11-94
EMPLOYER IDENTIFICATION NUMBER: [redacted]
FORM: SS-4 (TELE-TIN)

INTERNAL REVENUE SERVICE
KANSAS CITY MO 64999

NATURAL CREATIONS LANDSCAPING INC
% JOSE M GARCIA
[redacted]

Illinois Tollway

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 # [redacted]

Business Name: Natural Creation Landscaping, Inc.

Address: 356 E. Bruce Street

City: Joliet State: IL Zip: 60434

Contract Number: I-18-4692

Estimated Contract Start Date: 08/01/18

Estimated Contract End Date: 06/02/21

Other:

This form is intended for use by the prime contractor on the above referenced contract number.

The prime contractor may provide a copy of this form to associated subcontractors and suppliers.

Note: Keep copy with vendor file

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4692

PERFORMANCE BOND

Bond No. 929637967

KNOW ALL PERSONS BY THESE PRESENTS, That we, Natural Creations Landscaping
(Name of Principal),

- ☒ a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- ☐ a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- ☐ a partnership consisting of _____,
- ☐ an individual doing business as _____,
- ☐ a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Western Surety Company
(Name of Surety)
a corporation organized and existing under the laws of the State of South Dakota 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 Four Hundred Forty-Eight Thousand Four Hundred Nine Dollars and Zero Cents ($448,409.00), 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

Project I-18-4692 Elgin O'Hare Western Access Tollway-Landscaping Improvements by Route 390-Park Boulevard to Wood Dale Road MO 13.1 to MP 15.0
(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety's performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals this 14th day of June, 2018.

Surety Western Surety Company

Address 151 N. Franklin St.

Chicago, IL 60606

By [redacted]
(Seal) Attorney In Fact Kim Hansen

Principal Natural Creations Landscaping

Address 356 E. Bruce St.

Joliet, IL 60432

By [redacted]
(Signature) (Seal)

José M. Garcia, President
(Name & Title)

Attest [redacted]
Corporate Secretary

Agent for Surety Arthur J. Gallagher

Address 2850 Golf Road

Rolling Meadows, IL 60008

(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)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kim Hansen, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of March, 2018.

WESTERN SURETY COMPANY

[redacted]

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

[redacted]

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of June, 2018.

WESTERN SURETY COMPANY

[redacted]

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

State of Illinois
County of Kane

I, Salina M. Rivera, a Notary Public in the County and State aforesaid, do hereby certify that Kim Hansen of the Western Surety Company who is personally known to be the same person whose name he/she subscribed in the foregoing instrument as such Attorney-in-Fact, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument of writing as his/her free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes therein set forth, and caused the corporate seal of said company to hereto attached.

GIVEN under my hand and Notarial Seal 14th Day of June, 2018.

[redacted]

Signature of Notary Public

"OFFICIAL SEAL"
SALINA M RIVERA
Notary Public, State of Illinois
My Commission Expires 1/30/2021

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-18-4692

PAYMENT BOND

Bond No. 929637967

KNOW ALL PERSONS BY THESE PRESENTS, That we, Natural Creations Landscaping,
(Name of Principal)

- ☒ a corporation organized and existing under the laws of the State of Illinois and authorized to do business in the State of Illinois,
- ☐ a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- ☐ a partnership consisting of _____,
- ☐ an individual doing business as _____,
- ☐ a joint venture consisting of _____,

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Western Surety Company
(Name of Surety)
a corporation organized and existing under the laws of the State of South Dakota 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 Four Hundred Forty-Eight Thousand Four Hundred Nine Dollars and Zero Cents ($448,409.00), 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

Project I-18-4692 Elgin O'Hare Western Access Tollway-Landscaping Improvements by Route 390-Park Boulevard to Wood Dale Road MO 13.1 to MP 15.0
(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Authority, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals

this 14th day of June, 2018.

Surety Western Surety Company

Address 151 N. Franklin St.

Chicago, IL 60606

By [redacted] (Seal)

Attorney in Fact Kim Hansen

Agent for Surety Arthur J. Gallagher

Address 2850 Golf Road

Rolling Meadows, IL 60008

Principal NAtural Creations Landscaping

Address 356 E. Bruce St.

Joliet, IL 60432

By [redacted] (Seal)

José M. Garcia, President

Attest [redacted]

(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)

Western Surety Company

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Kim Hansen, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of March, 2018.

WESTERN SURETY COMPANY

[redacted]

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 7th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

[redacted]

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of June, 2018.

WESTERN SURETY COMPANY

[redacted]

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

State of Illinois
County of Kane

I, Salina M. Rivera, a Notary Public in the County and State aforesaid, do hereby certify that Kim Hansen of the Western Surety Company who is personally known to be the same person whose name he/she subscribed in the foregoing instrument as such Attorney-in-Fact, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument of writing as his/her free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes therein set forth, and caused the corporate seal of said company to hereto attached.

GIVEN under my hand and Notarial Seal 14th Day of June, 2018.

[redacted]

Signature of Notary Public

"OFFICIAL SEAL"
SALINA M RIVERA
Notary Public, State of Illinois
My Commission Expires 1/30/2021

NATUR-2 OP ID: DA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2018

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 Brown & Brown of Northern Illinois 220 North Larkin Joliet, IL 60435 Lawrence Jungles	CONTACT NAME: Lawrence Jungles PHONE (A/C, No, Ext): 815-729-4650 FAX (A/C, No): 815-729-4727 E-MAIL ADDRESS:
INSURED Natural Creations Landscaping, Inc. 356 Bruce St. Joliet, IL 60432-1206	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hastings Mutual Ins Co — 14176 INSURER B : Westchester Surplus Lines Ins — 10172 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	CPP6107239	05/25/2018	05/25/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	ACV6107241	05/25/2018	05/25/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ULC6107242	05/25/2018	05/25/2019	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC6107241	05/25/2018	05/25/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution	X		G46813662 001	09/15/2017	09/15/2018	Limit	5,000,000
A	Leased/Rented			CPP6107239	05/25/2018	05/25/2019	Limit	400,000

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

Project: Landscaping Improvements I390 Wood Dale Road to Supreme Dr.
Mile Post: 15.0 to 16.2
Contract: I-18-4692

See Attached Notes

CERTIFICATE HOLDER

ILLINST

The Illinois State Toll Highway Authority
Attn: Risk Management
2700 Ogden Avenue
Downers Grove, IL 60515

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[redacted]

It is agreed the following are Primary Non-Contributory Additional Insured on the General Liability, Pollution Policy,and Auto Liability with respect to operations performed by the Named Insured in connection with this project, subject to policy terms & conditions.

Additional Insured(s):

* The Illinois State Toll Highway Authority together with its officials, directors, and employees
* The Consulting Engineer, The Program Management Office (PMO), Project Manager, Design Section Engineer, Design Coridor Manager, Construction Manager, and Construction Corridor Manager per form CG2032.
* Illinois Department of Transportation
* DuPage County
* Village of Elk Grove
* Village of Wood Dale
* Village of Bensenville

Continued...

Waiver of Subrogation in favor of the Additional Insureds applies to the General Liability, Automobile Liability & Workers Compensation.

Umbrella Follows Form For Underlying Coverages.

CPP6107239

HASTINGS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Village of Elk Grove Illinois Department of Transportation Village of Wood Dale Village of Bensenville DuPage County
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 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.

HASTINGS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured: The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors 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 performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. 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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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 services.

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

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.

Hastings Mutual Insurance Company

STANDARD WORKERS COMPENSATION

N 01

POLICY NUMBER	POLICY PERIOD FROM	TO	AGENCY	P
WC 6107241	05/25/18	05/25/19	0002179	00

NAMED INSURED AND ADDRESS	AGENCY
ITEM 1. NATURAL CREATIONS LANDSCAPING INC 356 BRUCE ST JOLIET IL 60432	ACCT#ZZ00009040 TEL. NO. 815-729-4650 BROWN & BROWN OF NORTHERN IL 220 N LARKIN AVE JOLIET IL 60435

INSURED SINCE: 05/2017 THIS POLICY IS BILLED BY THE COMPANY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 00 03 13 (ED. 04-84)

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE. (THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.)

THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANY ONE NOT NAMED IN THE SCHEDULE

SCHEDULE

BLANKET WAIVER FOR
WORK PERFORMED UNDER CONTRACT
REQUIRING THIS AGREEMENT

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured			Endorsement Number
Natural Creations Landscaping Inc			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G46813662 001	09/15/2017 to 09/15/2018	09/15/2017
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(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(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** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD PRIMARY & NON-CONTRIBUTORY

Named Insured			Endorsement Number
Natural Creations Landscaping Inc			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G46813662 001	09/15/2017 to 09/15/2018	09/15/2017
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

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Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same.

Named Insured			Endorsement Number
Natural Creations Landscaping Inc			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G46813662 001	09/15/2017 to 09/15/2018	09/15/2017
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:
Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 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 a part of the same project.

Named Insured			Endorsement Number
Natural Creations Landscaping Inc			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
CPW	G46813662 001	09/15/2017 to 09/15/2018	09/15/2017
Issued By (Name of Insurance Company)			
Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS (PRIMARY AND NON-CONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:
Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(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:

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 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 a part of the same project.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

CPP6107239

HASTINGS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization for whom you are required in a written contract or agreement to include as an Additional Insured, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.
Location And Description of Completed Operations: All Locations as Required by Written Contract
Additional Premium:

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

HASTINGS MUTUAL INSURANCE COMPANY

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 Person or Organization:
Any person or organization for whom you are required in a written contract or agreement to include as an Additional Insured, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

A. Section **II** – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 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 a part of the same project.

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 GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization 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 which, before the loss, you have agreed, because of written contract or written agreement, to waive your right of recovery.

D. The following definitions are added to the Definitions Section:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

Medical Payments – Additional Limit

Under Coverage **C** – Medical Payments, we will pay up to an additional $5,000 for covered medical expenses.

In addition, Paragraph **1.a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

Non-Owned Watercraft

Under Section **I** – Coverage **A**, Exclusion **g.(2)(a)** is amended to read:

(a) Less than 51 feet long; and

Primary and Noncontributory – Other Insurance Condition

This insurance provided to the additional insured is primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

A. The additional insured is a Named Insured under such other insurance; and

B. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Product Recall Expense

Under Section **I** – Coverage **A**, Exclusion **2.n.** does not apply to the following coverage provision:

We will pay up to $25,000 for any cost or expense incurred by you for the withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of "your product" if such product is withdrawn or recalled from the market by you or any government body because of a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" that has resulted in or will result in "bodily injury" or "property damage".

This coverage does not apply to:

1. A condition in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the sale or distribution of that product;
2. Failure of the product to accomplish its intended purpose;
3. A breach of warranty of fitness, quality, durability or performance;
4. Loss of customer approval, or any cost incurred to regain customer approval;
5. Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
6. Recall of "your product" that has no known or suspected defect, solely because a known or suspected defect has been found in other goods or products that are also "your product";
7. Product withdrawal initiated due to expiration of the designated shelf life of "your product";
8. Product withdrawal initiated due to copyright, patent, trade secret or trademark infringements; or
9. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

Supplementary Payments – Coverages A and B

A. Our limit for bail bonds in Item **1.b.** is increased from $250 to $1,000.

B. Our limit for loss of earnings in Item **1.d.** is increased from $250 to $300.

2. "Money" means:
   a. Currency, coins and bank notes in current use and having a face value; and
   b. Travelers checks, register checks and money orders held for sale to the public.
3. "Property other than money and securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property not covered under any individual crime coverages.
4. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:
   a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
   b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

   but does not include "money".

GENERAL LIABILITY SECTION

The Commercial General Liability Coverage Form is modified as follows:

Additional Insured by Contract, Agreement or Permit

A. The following is added to Section II – Who Is An Insured:

Any person or organization with whom you agreed, because of a written contract or written agreement, is an insured but only with respect to liability arising out of your ongoing operations performed for that insured, or facilities owned or used by you.

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

1. The rendering of or failure to render professional services;
2. Liability arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured; or
3. "Bodily injury" or "property damage" occurring after:
   a. 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 site of the covered operations has been completed; or
   b. 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.

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.

Additional Insured – Vendors

A. The following is added to Section II – Who Is An Insured:

Vendors with whom you agreed, because of a written contract or written agreement, who sell or distribute "your products" in the regular course of their business, are insureds but only with respect to "bodily injury" or "property damage" arising out of "your product".

The insurance afforded the vendor does not apply to:

Glass Repair – Waiver of Deductible

Paragraph D. Deductible, the following is added:

2. No deductible applies to glass damage if the glass is repaired rather than replaced.

Loan/Lease Gap Coverage

Section III – Physical Damage Coverage is amended by the addition of the following:

E. Loan/Lease Gap Coverage

We will pay in the event of a total "loss" to a covered "auto" of the private passenger or light truck type (10,000 lbs. or less gross vehicle weight) your legal obligation for any difference between the actual cash value of the covered "auto" at the time of the "loss" and the "outstanding balance" of the loan or lease agreement used solely to purchase the covered "auto".

If this coverage applies to a leased vehicle, the following also applies:

This coverage shall apply only to the original lease written on a covered "auto" not previously titled.

As used in this endorsement, "outstanding balance" means the amount you own on the loan or lease agreement at the time of the "loss" less any amounts for:

1. Taxes;
2. Overdue payments;
3. Penalties;
4. Interest or finance charges;
5. Additional mileage charges;
6. Nonrefundable security deposits;
7. Excess wear and tear charges; or
8. Termination fees.

This coverage will be excess over any other sources of recovery.

SECTION IV – BUSINESS AUTO CONDITIONS

Duties in the Event of Accident, Claim, Suit or Loss

Paragraph A.2.a. is amended by the following:

a. This duty applies only when the "accident" or "loss" is known to:
   (1) You, if you are an individual;
   (2) A partner, if you are a partnership;
   (3) A member or manager, if you are a limited liability company; or
   (4) An executive officer or insurance manager, if you are a corporation.

Waiver of Subrogation

Paragraph A.5. Transfer of Rights of Recovery Against Others to Us is amended by the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such a waiver because of payments we make for damages under this Coverage Form.

Autos Rented By Employees

Paragraph B.5.b. is amended by the addition of the following:

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

Adding the following amends the Other Insurance Condition:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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 "insureds" 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:	Countersigned By:
5/25/2018	(Authorized Representative)

Any person or organization with whom you agreed because of a written contract, agreement or permit, to provide Liability Coverage afforded under Section II of the Coverage Form, but only with respect to your ownership, maintenance or use of a covered "auto". This coverage only applies 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. This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage".

The insurance provided to the additional insured applies on a primary and non-contributory basis when a written contract that is signed and executed before the damage occurs, and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Brown & Brown INSURANCE

220 N Larkin Ave | Joliet, IL 60435 | (815) 729-4650

June 18, 2018

The Illinois State Toll Highway Authority
Attn: Risk Management
2700 Ogden Avenue
Downers Grove, IL 60515

Subject: The Illinois Tollway Contract Number: I-18-4691

To Whom It May Concern,

It is hereby agreed and understood that Brown & Brown Insurance of Northern Illinois the binding agent for the insurance carrier, that all provisions of the accepted certificates of Insurance and policy binders have been obtained and all endorsements indicated have been secured from the Insurance carrier.

Policies are as Follows:

Commercial General Liability	CPP6107239
Commercial Auto	ACV6107241
Commercial Umbrella	ULC6107242
Workers Compensation	WC6107241
Pollution	G46813662 001
Leased Rented Equipment	CPP6107239

Sincerely,

Brent Wagner
Executive Vice President

[redacted]

Brown & Brown of Northern Illinois, Inc.
220 N Larkin Ave
Joliet, IL 60435