

RESOLUTION NO. 21394

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4329 for Landscape Improvements on the Veteran's Memorial Tollway (I-355) from Milepost 2.65 (Bruce Road) to Milepost 11.45 (Internationale Parkway). The lowest responsible bidder on Contract No. RR-17-4329 is Allied Landscaping Corporation in the amount of \$2,079,436.20.

**Resolution**

Contract No. RR-17-4329 is awarded to Allied Landscaping Corporation in the amount of \$2,079,436.20, 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: \_\_\_\_\_

A large black rectangular redaction box covers the signature area of the Chairman.

Chairman

A handwritten mark, possibly a checkmark or a stylized signature, is located below the word "Chairman".

**RETURN WITH BID**

**SMALL BUSINESS SET-ASIDE**

**CONTRACT RR-17-4329**

**BID OPENING**

**OCTOBER 10, 2017**

**10:30:00 AM**

**IMPORTANT  
BID ADDENDUM  
ENCLOSED**

**ORIGINAL**

**LANDSCAPE PLANTING IMPROVEMENTS**

**VETERANS MEMORIAL TOLLWAY (I-355)  
MILE POST 2.65 TO MILE POST 11.45**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**

**REQUIRED DOCUMENTS**

**ADDENDUM NO. 3  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-17-4329  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: October 4, 2017**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, October 10, 2017

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The following revised Special Provision page is included with this Addendum: J-24R.

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #1**

Contract Requirements, Volume II, Replace Page J-24 with Page J-24R (attached).

This replacement contains the following revisions:

- 1.1 Updated Qualifications and Certifications requirements.

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**END OF ADDENDUM CHANGES**

**QUALIFICATIONS AND CERTIFICATIONS**

In addition to the requirements stated in the Instruction to Bidders Article 9, the Illinois Tollway requests the bidder to submit with the bid proposal the information listed below.

- a. Evidence of completing at least two large (greater than 1,000) tree planting projects and extended maintenance periods (2 years minimum). Referenced projects should have included, invasive species control, and the planting and maintenance of trees and native vegetation.

The submitted evidence of at least two completed projects should describe the following:

- Description of project's scope of work
- Agency for which the project was completed
- Size of the project (acres)
- Estimated value of the completed project
- Key Staff (of the reference projects) that will be assigned to the project that are experienced with project management of large restoration projects

Note: If the work is proposed to be performed by a subcontractor, the aforementioned evidence for two completed similar projects may be submitted for work that the proposed subcontractor has performed.

- b. The resumes of the Contractor's project staff leads and field supervisors assigned to project planting and maintenance activities.

Note: The project staff lead or field supervisor requirements may be met through the use of a subcontractor, in which case, the resumes submitted with the bid proposal may be for the subcontractor staff that will fill the role of project lead and/or field supervisor.

- c. In order to assure timely award of this Contract, the Illinois Tollway requests the Bidder to submit Qualifications and Certifications at the time of bid submission.

The Contract will not be awarded until the Qualifications and Certifications evidence is submitted by the Bidder is approved. The evidence will be approved if sufficient information is provided to meet the requirements. If the Qualifications and Certifications requirements are not approved because the evidence is deficient in a technical matter, unless waived by the Tollway, the Bidder will be notified and will be allowed no more than a five (5) working day period in order to cure the deficiency.

**ADDENDUM NO. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-17-4329  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: October 2, 2017**

For which proposals will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois 60515 until 10:30:00 A.M. local time, **October 10, 2017**

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. Revised Schedule of Prices pages, P-15R and P-16R accompany this Addendum and must be inserted into the Contract Proposal by the Bidder.
2. The following new Special Provision page is included with this Addendum: J-59A.

**CHANGES TO THE CONTRACT REQUIREMENTS**  
**CHANGES TO THE ADVERTISEMENT FOR SEALED BID**

**CHANGES TO THE SCHEDULE OF PRICES**

**SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES**

SP. PROV *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	JT154190	ALLOWANCE FOR SOIL SENSOR RESEARCH EQUIPMENT	UNIT	0	150,000	150,000

\* Denotes Special Provision

**Change #1**

Contract Requirements, Volume I, Replace pages P-15 and P-16 with Pages P-15R and P-16R (attached).

This replacement contains the following revisions:

1.1 Added the pay item quantity as indicated in the above SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES table.

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #2**

Contract Requirements, Volume II, Add the following special provision (Page J-59A attached).

**Allowance for Soil Sensor Research Equipment**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-17-4329**  
**LANDSCAPE PLANTING IMPROVEMENTS**  
**VETERANS MEMORIAL TOLLWAY (I-355)**  
**MILE POST 2.65 TO MILE POST 11.45**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	40,000.00	40,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	1.00	20,000.00
*	JT154023	CONTRACT ALLOWANCE FOR EROSION/LANDSCAPE RESTORATION	UNIT	30,000	1.00	30,000.00
*	JT154190	ALLOWANCE FOR SOIL SENSOR RESEARCH EQUIPMENT	UNIT	150,000	1.00	150,000.00
	999NEG25	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - VETERANS MEMORIAL	OCCUR		(5,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(f)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		(1,000.00)	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		(2,500.00)	

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-17-4329**  
**LANDSCAPE PLANTING IMPROVEMENTS**  
**VETERANS MEMORIAL TOLLWAY (I-355)**  
**MILE POST 2.65 TO MILE POST 11.45**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		(100.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(600.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(800.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG82	FAILURE TO RESPONSE TO PLANT CARE PER ARTICLE 253.15	OCCUR		(500.00)	
<b>TOTAL AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + CONTINGENCY WORK</b>						240,000.00
<b>TOTAL AMOUNT OF CORE WORK + CONTRACTOR'S QUALITY PROGRAM (CQP) + CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID</b>						
<b>ECP BID CREDIT</b>						
<b>AWARD CRITERIA</b>						

S.P. COLUMN LEGEND

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

**ALLOWANCE FOR SOIL SENSOR RESEARCH EQUIPMENT**

**DESCRIPTION**

This item establishes a budgetary allowance for the purchase of soil sensor monitoring equipment which may be utilized for soil condition data collection and data assessment purposes associated with monitoring and researching tree growth rates of planted stock within the contract. This item will provide a line item against which payment may be made since the scope or specified items cannot be determined at the time of submittal of the Proposal.

**GENERAL REQUIREMENTS**

Work and or purchase of equipment shall be done under this item as directed by the Engineer.

**METHOD OF MEASUREMENT**

This work will not be measured for payment.

**BASIS OF PAYMENT**

Payment of this work will be made as specified in the Illinois Tollway Supplemental Specifications Article 109.04 using a force account basis. Payment for this work will not exceed the costs incurred by the Contractor and approved by the Engineer.

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<b>Pay Item Number</b>	<b>Designation</b>	<b>Unit of Measure</b>
JT154190	ALLOWANCE FOR SOIL SENSOR RESEARCH EQUIPMENT	UNIT

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**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-17-4329  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: September 22, 2017**

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

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**NOTICE OF REVISION TO CONTRACT**

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**NOTES:**

1. Agenda, minutes and sign-in sheet from the September 19, 2017 Pre-Bid Meeting are included in the Addendum
2. The questions received after the Tollway Design Contract RR-17-4329 Optional Pre-Bid Meeting on September 19, 2017 and Tollway responses.

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**END OF ADDENDUM CHANGES**



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting for RR-17-4329

**MEETING DATE/TIME:** September 19, 2017 1:00 p.m.

**CHAIRPERSON:** Alicia Pitlik

**LOCATION:** Tollway Administration Building, Conference Room 175

**ISSUE DATE:** September 13, 2017

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

**DISTRIBUTE TO:** Attendees per attached Sign-In Sheet

### MEETING MINUTES

Item	Description	Responsibility	Due Date
1.0	<b>Introductions &amp; Roles</b> Introductions of Tollway/Engineering Team were briefly stated	N/A	N/A
2.0	<b>Project Description</b> Alicia read the project description and work items that are part of the 4329 Contract.	N/A	N/A
3.0	<b>Special Items of Note</b> <ul style="list-style-type: none"> <li>a. Contractors were recommended to review S.P. 106.8 closely regarding coordination with other contractors during completion of the project.</li> <li>b. Contractors were notified of the presence of fiber optic and other utility lines within the project area and directed to identify the locations of all utilities prior to earth disturbing activities and to follow the details for working near utilities, as shown in the plans.</li> <li>c. Contractors directed to review S.P. 107 regarding modifications to the insurance requirements.</li> <li>d. Contractors directed to review S.P. 107 regarding modifications to the insurance requirements.</li> </ul> <p>Mr. Mark Thomas from Illinois Tollway clarified the following: The insurance requirements for construction contracts can be found on the Illinois Tollway website in the Illinois Tollway Supplemental Specifications to the IDOT</p>	Alicia Pitlik	September 19, 2017



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting for RR-17-4329

**MEETING DATE/TIME:** September 19, 2017 1:00 p.m.

	<p>Standard Specifications for Road and Bridge Construction (Issued May 1, 2017). Any changes to the standard insurance requirements are typically found in contract book Volume II Special Provisions, in article S.P. 107 Insurance. Revisions made for contract RR-17-4329 are (1) deletion of the requirement for Builders Risk insurance, and (2) a reduction in required minimum limits for Excess/Umbrella Liability insurance to not less than \$10,000,000 each occurrence and aggregate per project.</p> <ul style="list-style-type: none"><li>e. Contractors were directed to review S.P. 126 to make sure they understand there are some minimum qualifications that must be met to qualify for submittal of a bid.</li><li>f. Contractors were directed to carefully review the "Planting Woody Plants" Special Provision due to the unique planting, maintenance and monitoring requirements of the project.</li><li>g. Contractors were reminded to carefully review the plans and specifications for planting of the Research areas, as there are specific layout and Organic Soil Amendment requirements.</li><li>h. Contractors were reminded that native seed shall be sourced from genotypes within 300 miles of the project area.</li><li>i. Contractors were directed to carefully review the extended plant care maintenance and monitoring requirements of the contract.</li><li>j. Contractors were reminded that they will be responsible for the purchase of 160 soil moisture devices which will be delivered to the Engineer. The Contractor is not responsible for their installation.</li><li>k. Contractors were directed to carefully review the "Maintenance of Traffic" requirements. MOT will be paid Daily regardless of the number of setups and</li></ul>		
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# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting for RR-17-4329

**MEETING DATE/TIME:** September 19, 2017 1:00 p.m.

	<p>takedowns completed each day.</p> <ul style="list-style-type: none"> <li>i. Access to planting areas was discussed. The assumption is that all planting areas can be accessed from within Illinois Tollway ROW.</li> <li>m. Contractors were reminded that this project is intended to be a small business set aside project. Ms. Kristen Hamilton of the Illinois Tollway provided each of the contractors present a folder containing reference materials to assist them with the process. Kristen reminded the contractors that they must be registered with the state as a small business to be able to submit on this project. She offered Illinois Tollway assistance answering questions, if need be.</li> </ul>		
4.0	<p>The project schedule was presented to meeting attendees. The schedule was provided on the Pre-Bid meeting agenda which was distributed to all attendees.</p> <p>Bid Opening – October 10, 2017          Board Meeting – October 26, 2017          Notice to Proceed – December 22, 2017          Substantial Completion – June 1, 2019 per specs          Contract Completion – July 29, 2022</p>		
5.0	<p>Attendees were told that all questions regarding this Contract should be sent to Alicia Pitlik of the Illinois Tollway before 2:00 p.m. on September 28, 2017.</p>		
6.0	<p>Questions and Open Discussions</p> <p>Attendees were reminded to review Volume I of the Contract documents to make sure they include all required paperwork so that their submittals will not be rejected over a technicality.</p> <ul style="list-style-type: none"> <li>a. Joe Puthen of Alert Essentials asked EEOE requirements. Ms. Kristen</li> </ul>		



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting for RR-17-4329

**MEETING DATE/TIME:** September 19, 2017 1:00 p.m.

	<p>Hamilton of the Illinois Tollway explained that much of the information is provided in the folder distributed to all contractor attendees, and he could contact the Illinois Tollway for additional direction if needed. Contact information is provided in the folder.</p> <ul style="list-style-type: none"><li>b. Mr. Puthen asked about bonding requirements. Alicia explained that there are bonding requirements and that the requirements cannot be relaxed.</li><li>c. Mr. Puthen asked what is cap on small business. Kristen responded that the Illinois Tollway typically looks for projects in the one to two million dollar range for small business so that potential contractors would be able to bond the project.</li><li>d. Mitchell Holmer asked about how to identify source employees to allow for qualification of Earned Credit. Kristen explained that the Illinois Tollway can provide links and guidance to help lead contractors to providers of potential employees.</li><li>e. Roger Wiese asked what the Bond amount is? At the bottom of Page A-1 the bond % requirement is stated.</li><li>f. Mr. Wiese asked about prevailing wage. Project is in DuPage and Will Counties, how should this be handled? If the planting location is located in Will County you will pay the Will County prevailing wage, if the planting location is in DuPage County you will pay the DuPage County prevailing wage.</li><li>g. Mr. Wiese asked if there would be any haul off required of spoils. Jedd stated that all spoil is intended to be "lost" on site.</li><li>h. Mr. Wiese asked if there are any staging areas. Pete Knysz recommended reviewing sheets LP 23 and 24 which identifies a potential staging area located northwest of 127<sup>th</sup> Street and I-355.</li></ul>		
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# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting for RR-17-4329

**MEETING DATE/TIME:** September 19, 2017 1:00 p.m.

	<ul style="list-style-type: none"><li>i. Mr. Wiese asked if there is a water source for the project. Jedd said that Contractors may draw water from on site ponds or self source it. The Illinois Tollway does not have a designated water supply location for this project.</li><li>j. Mr. Wiese asked if this project will be a low bid award. Alicia stated that yes, this project will be low bid provided the low bidder meets the minimum qualifications.</li><li>k. Mr. Holmer asked about the preseed herbicide, his calculation indicated that the plan quantity may be high. Jedd explained that contractors may desire to herbicide scattered tree locations as well. The contractor can work with the Engineer to perform preseed herbicide where those applications will benefit the project, consequently there was additional acreage included in the estimate.</li><li>l. Mr. Puthen asked why is there a pay item for Contractors Quality Program. Jedd explained that contractors are required to implement a quality program. Contractors will prepare and submit a plan for approval to the Illinois Tollway. Illinois Tollway will review and approve the plan which then becomes an integral part of the project. The contractor is expected to provide staff to coordinate and complete the requirements of the approved plan. Jim Mayer added that the Illinois Tollway can provide a sample plan to the contractors, if requested.</li><li>m. Mr. Puthen asked about tree/shrub availability. Jedd explained that the Special Provisions contain a listing of possible suppliers. This listing is not all inclusive, there are many potential suppliers. Jedd explained that the project team had contacted many of the suppliers and determined that there likely is availability. Jedd explained that contractors will likely have to source</li></ul>		
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# Capital Program

## MEETING MINUTES

PURPOSE/PROJECT #: Pre-Bid Meeting for RR-17-4329

MEETING DATE/TIME: September 19, 2017 1:00 p.m.

	<p>material from more than one supplier.</p> <p>n. Mr. Puthen asked if the liquidated damage amounts are negotiable. Jedd explained that “no” the amounts listed in the Special Provisions are not negotiable. Contractors were reminded that the Substantial Completion date for the Contract is June 1, 2019, which should be adequate time to complete the installation.</p> <p>o. Mr. Holmer asked how long ago was the design completed. Jedd stated approximately 1 month ago.</p> <p>p. Mr. Puthen asked who the “Engineer” is. Alicia stated that the Engineer has not yet been selected.</p> <p>q. Mr. Puthen asked if he could hire someone to help him tour the site. Alicia, Jedd and Bryan Wagner explained that he could drive the Illinois Tollway and side streets, utilize Google maps or other software. A formal tour of the planting areas will not be provided by the Illinois Tollway. Team responded that the site can be viewed from looking at the plan sheets for the project, driving the Illinois Tollway (at the posted speed limit), or by using Google Earth, or a permit could be acquired from the Illinois Tollway to access sites. The permit application process is at <a href="http://www.ilinoistollway.com">www.ilinoistollway.com</a> under “Doing Business”, “Construction and Engineering”, “Permits and Utility Information”, in an area of the website called “Authorization Letters”. If all of the required information is provided in the manner in which it is necessary and reviewed by the Permit department personnel, and access letter can be provided within 2 to 4 business days.</p> <p>r. Mr. Puthen asked if the proposal submittal deadline could be extended to allow him more time to view the site. Alicia stated that there are still several</p>		
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# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Pre-Bid Meeting for RR-17-4329

**MEETING DATE/TIME:** September 19, 2017 1:00 p.m.

	weeks until the bid is due, which should allow adequate time to complete a site visit, if necessary.		
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Please notify the preparer of any corrections and/or clarifications within 5 business days.

**Next Meeting Date:** N/A



# Sign In Sheet

MEETING PURPOSE: PreBid Meeting  
 MEETING DATE: September 19, 2017  
 MEETING TIME: 1:00 PM  
 CHAIRPERSON: Alicia Pitlik - ISTHA  
 LOCATION: CA - Room 175 Project# RR-17-4329

**ATTENDEES:**

NAME	TITLE	COMPANY / ORGANIZATION	PHONE NUMBER	Email Address
1. Roger Wiese	Pres. Dent	Cardinal State	630-520-257	rogerw@cardinalstateil.com
2. Jedd Anderson	VP	CBBIL	847-823-5500	Jede@cbbil.com
3. Peter Knyse	ENV	CBBIL	847-823-0500	pknyse@cbbil.com
4. Jay Womack	LA-	Hoff - Hoff	630-687-1135	
5. Mitchell Holmer	Estimator	Natural Creations Landscaping, Inc	815-724-0991	MHolmer@NATURALCREATIONSLANDSCAPING.COM
6. Matthew Puthenparambil	Director	Alert Essentials	630-688-7979	mputhen@alertitsolutions.com
7. Jim Mayer	Em Mgr	Tollway Pmo	312-402-0984	jmayer@setipass.com
8. Kristen Hamilton	Div	Tollway Div	630-241-6800	3295 Khamilkhr@setipass.com
9. Mark Thomas	Const. Inv	Tollway	X 4474	mthomas@setipass.com
10. Aaron Jones	President	American Veterans Industries	(815) 838-4277	ajones@amveterans.com
11. Brian Beary	President	Beary Landscaping	815-838-4100	bbeary@bearylanscaping.com
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# Sign In Sheet

MEETING PURPOSE: PreBid Meeting  
 MEETING DATE: September 19, 2017  
 MEETING TIME: 1:00 PM  
 CHAIRPERSON: Alicia Pitlik - ISTHA  
 LOCATION: CA - Room 175    Project#    RR-17-4329

**ATTENDEES:**

NAME	TITLE	COMPANY / ORGANIZATION	PHONE NUMBER	Email Address
1. Dr. Joe Puthen	President	Alert Essentials Inc.	630-854-	Jputhen@AlertEssentials.com
2. Dawn Neumann	Project Manager	Alert Essentials	630-854-3762	Jputhen@AlertEssentials.com
3. Kelsey Musich	Env	Tollway	x4221	KMusich@getipass.com
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**RESPONSES TO REQUEST FOR INFORMATION RECEIVED FROM PLANHOLDERS**

Question No. 1: Specification on page T-2 of the Contract documents indicates the requirement of a bid bond. However, the amount for the bid bond is not indicated.

Answer No. 1: At the bottom of Page A-1 the bond % requirement is stated.

Question No. 2: Specification J-73 of the Contract documents indicates the requirement of a Certified Arborist that has Tree Care Industry Association Accreditation. However, Tree Care Industry Association does not certify arborists, the International Society of Arboriculture does.

Does an International Society of Arboriculture Certified Arborist meet the requirements of the J-73 Specification?

Answer No. 2: Yes

Question 3: How many acres of land come under the scope of this contract?

Answer No. 3: Total Planting Area = Approximately 29 acres

Question 4: How many different locations?

Answer No. 4: Approximately 76 separate Planting Areas

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# **PART I - INSTRUCTIONS**

**Bid Schedule and Information**

**SBSA A-1**

**New Notice – Small Business Set-Aside**

**NN-1**

**Construction Bid Checklist**

**CL-1 thru CL-2**

**Naming Convention for Construction Bid Attachments**

**E-Bidding Version 1.0**

**Instruction and information to Bidders**

**I-1 thru I-10**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and information for

**CONTRACT NO: RR-17-4329**

**SMALL BUSINESS SET-ASIDE**

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

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

An **optional pre-bid meeting** is scheduled for September 19, 2017 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in the Engineering Conference Room 175 at 1:00 p.m.

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

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

The work under this Contract is to be performed on: the Veteran's Memorial Tollway (I-355) between Mile Post 2.65. and Mile Post 11.45 in Du Page and Will Counties, Illinois.

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

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

All bids must be on forms prescribed by the Illinois Tollway and must comply with the terms and conditions set forth in the Contract Documents. Copies of the plans, special provisions, 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](http://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 Illinois Tollway website. Illinois Department of Transportation Standard Specifications for Road and Bridge Construction 2016, Supplemental Specifications and Recurring Special Provisions can be viewed and purchased from the Illinois Department of Transportation website. Electronic copies of the contract documents are also available on compact disk (CD) from BHFx Digital Imaging. Copies are in a portable document format (PDF). **Bidders with questions or in need of assistance in purchasing Contract Documents are to contact a BHFx Digital Imaging, Customer Service Representative at 630-393-0777, ask for the Plan Room.**

Questions pertaining to the intent of the Contract Documents may be sent to the Illinois Tollway, attention Alicia Pittlik e-mail: [apittlik@getipass.com](mailto:apittlik@getipass.com), to be received no later than 2:00 p.m. local time on September 28, 2017.

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

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

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

**DATE: September 7, 2017**

## NEW NOTICE

### Small Business Set-Aside Program (SBSP)

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

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

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

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

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

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

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

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

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

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

Assistance with the Illinois Procurement Gateway may be obtained by emailing [eec.ipg@illinois.gov](mailto: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](mailto:EEC.SmallBusiness@Illinois.gov)

## Construction Bid Check List

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

## Construction Bid Check List

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

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

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

# e-Bidding

## Naming Conventions for Construction Bid Attachments

Please follow these naming conventions for submitting your attachments.

The naming convention examples assume the following:

Contract number = I-15-1234R,  
Contractor = ABC Construction Company  
Date = March 25, 2015

- 1.) **Bid Guaranty - Bid Bond or Cashier's Check** (See section 102.09 of the Supplemental Specifications)
  - a. BG\_1234R\_ABCCo\_03252015
- 2.) **IDHR Registration** (or evidence of registration) (See items 9 and 26 of Instructions and Information to Bidders)
  - a. IDHR\_1234R\_ABCCo\_03252015
- 3.) **Financial Disclosures (Forms A or B)** (See page N-1 & N-2)
  - a. FD\_1234R\_ABCCo\_03252015
- 4.) **Current Contractual Obligations** (Page S-1)
  - a. CO\_1234R\_ABCCo\_03252015
- 5.) **Standard Terms & Conditions**
  - a. STC\_1234R\_ABCCo\_03252015
- 6.) **Earned Credit Program (ECP) Vouchers**
  - a. ECP\_1234R\_ABCCo\_03252015
- 7.) **Responsible Bidder Affidavit** (Page PA-1)
  - a. RBA\_1234R\_ABCCo\_03252015
- 8.) **Affidavit** (Page R-4)
  - a. AF\_1234R\_ABCCo\_03252015
- 9.) **Bid – First Page P-1 with Addendum Acknowledgement P-2 through P-4**
  - a. PP\_1234R\_ABCCo\_03252015
- 10.) **Board of Elections Certificate**
  - a. BOE\_1234R\_ABCCo\_03252015
- 11.) **Secretary of State Certificate of Good Standing**
  - a. CGS\_1234R\_ABCCo\_03252015



### e-Bidding Security Key Request Form

#### New Security Key Request

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

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

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

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

Date requested: \_\_\_\_\_

Requested by  
(Print name): \_\_\_\_\_

(Print title): \_\_\_\_\_

(Signature): \_\_\_\_\_

Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

#### Individuals authorized to request replacement key:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



### **Replacement Security Key Request**

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

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

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

**Date requested:** \_\_\_\_\_

**Requested by (Print name):** \_\_\_\_\_

**(Print title):** \_\_\_\_\_

**(Signature):** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Reason for Replacement:** \_\_\_\_\_

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

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

### **1. ADVERTISEMENT FOR BIDS**

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

### **2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE**

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

### **3. CONTRACT DOCUMENTS (TO BE COMPLETED IN INK)**

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

### **4. SCHEDULE OF PRICES**

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

### **5. INQUIRIES RELATIVE TO INTERPRETATION OF PLANS & SPECIFICATIONS**

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

### **6. PROPOSAL GUARANTY**

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

### **7. WAGE STIPULATIONS**

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

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

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

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

### **AMENDMENTS TO PREVAILING WAGE LAW**

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

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

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

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

#### **8. NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

11. **TAX EXEMPTIONS**

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

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

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

12. **HAUL ROADS**

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

13. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

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

14. **AUTHORITY POWER AND FUNDS**

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

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

15. **PAYMENT OF TOLLS**

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

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

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **ELECTRONIC BID SUBMISSION**

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

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

**Proposal Guaranty for Electronic Bidding**

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

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

**Mailed Bid Bonds or Proposal Guaranty Checks:**

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

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

2700 Authority Drive  
Downers Grove, IL 60515

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

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

**Electronic Bid Bonds:**

For electronic bid bonds, the bidder must receive an electronic bid bond from Surety2000 or SurePath (InSure Vision Technologies). Contractors that have annual bid bonds through Surety2000 may use them as they would any other electronic bid bond. The contact information for the electronic clearing houses that can be used for Illinois Tollway electronic bids are shown below:

Surety2000

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

***On the electronic bidding page:***

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

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

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHFx DIGITAL IMAGING at: [www.illinoistollwaybidding.com](http://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](http://www.purchase.state.il.us)), Illinois Public Higher Education Procurement Bulletin ([www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us)), Illinois Department of Transportation Procurement Bulletin ([www.idot.illinois.gov/doing-business/procurements/index](http://www.idot.illinois.gov/doing-business/procurements/index)) or the Illinois Capital Development Board Bulletin (<http://www.illinois.gov/cdb/procurement/>) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

22. **PROTEST REVIEW OFFICE**

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

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

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

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

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

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

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

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

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

[http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR\\_Number.aspx](http://www2.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx)

26. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

27. **EARNED CREDIT PROGRAM**

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

28. **REPORTING OF COMMUNICATIONS WITH VENDORS**

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

29. **INITIAL CONTACT INFORMATION**

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

30. **WEB BASED PROJECT MANAGEMENT**

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

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

31. **SUBCONTRACTOR DISCLOSURE**

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

32. **PROCUREMENT COMPLIANCE MONITORS**

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

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

33. **PUBLICITY**

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

34. **RESPONSIBLE BIDDER AFFIDAVIT**

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

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

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

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

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

36. **RECORD RETENTION AND AUDIT**

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

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

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

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

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

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

37. **INSPECTOR GENERAL**

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

38. **SMALL CONTRACTOR BRIDGE PROGRAM**

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

39. **ACCEPTANCE OF SCANNED SIGNATURES**

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

## PART II: Bid Requirements

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

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

DUPAGE COUNTY  
PREVAILING WAGE  
RATES EFFECTIVE JUNE  
5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION TECH	All	BLD		33.00	35.40	1.5	1.5	2.0	10.10	17.19	2.07	0.61
ELECTRIC PWR EQMT OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK DRV	All	All	30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30	
ELECTRIC PWR TRK DRV	All	HWY	31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31	
ELECTRICIAN ELEVATOR	All	BLD	38.74	42.74	1.5	1.5	2.0	12.10	20.81	4.43	0.68	
CONSTRUCTOR	All	BLD	51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90	
FENCE ERECTOR	NE	All	38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40	
FENCE ERECTOR	W	ALL	45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
GLAZIER	All	BLD	41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94	
HT/FROST INSULATOR	All	BLD	48.45	50.95	1.5	1.5	2.0	11.47	12.16	0.00	0.72	
IRON WORKER	E	All	46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35	
IRON WORKER	W	All	45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70	
LABORER	All	All	40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50	
LATHER	All	All	45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63	
MACHINIST	All	BLD	45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00	
MARBLE FINISHERS	All	All	33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46	
MARBLE MASON	All	BLD	44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59	
MATERIAL TESTER I	All	All	30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50	
MATERIALS TESTER II	All	All	35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50	
MILLWRIGHT	All	All	45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63	
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT		37.00	37.00	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30

OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	E	All		45.00	47.50	2.0	2.0	2.0	13.55	17.94	0.00	0.65
ORNAMNTL IRON WORKER	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		44.63	47.31	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCK POINTER	All	BLD		43.62	44.62	1.5	1.5	2.0	10.25	14.11	0.00	0.48

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  
Bulkers 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 Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers 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".

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

WILL COUNTY  
PREVAILING WAGE  
RATES EFFECTIVE JUNE  
5, 2017

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

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

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

Explanations

WILL COUNTY

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

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

#### EXPLANATION OF CLASSES

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

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

systems are to remain.

#### CERAMIC TILE FINISHER

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

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

#### COMMUNICATIONS TECHNICIAN

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

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

#### MARBLE FINISHER

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

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

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, 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 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**

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

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

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

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

#### TERRAZZO FINISHER

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

Terrazzo Mechanics.

**Other Classifications of Work:**

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

**LANDSCAPING**

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. RR-17-4329**

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

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

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

The services will be performed within the: Veteran's Memorial Tollway (I-355) between Mile Post 2.65 and Mile Post 11.45 in Du Page and Will Counties, Illinois.

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

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

Addendum No. <u>1</u>	Date <u>09/22/17</u>
Addendum No. <u>2</u>	Date <u>10/02/17</u>
Addendum No. <u>3</u>	Date <u>10/04/17</u>
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 \$ 103,971.81, with a corporate surety authorized to do business in the State of Illinois.

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

Pursuant to the provisions of the Prevailing Wage Act, 820 ILCS 130, the undersigned, as part of its Bid for the construction of The Illinois State Toll Highway **Contract RR-17-4329**, 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 an individual )  
The undersigned is a Partnership) under the laws of the State of ILLINOIS  
a Corporation )  
a Joint Venture )

having principal office at 3197 S. CHICAGO ST. 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 6 day of OCTOBER, 2017, by its PRESIDENT,  
thereunto duly authorized.

 (SEAL)  
(SEAL)

Affix Corporate Seal BY: MARGARET PLUNK  
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

\_\_\_\_\_  
Name Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

INCORPORATED:

MARGARET PLUNK \_\_\_\_\_  
President Address

\_\_\_\_\_  
Vice-President Address

TINA PLUNK QUIGLEY \_\_\_\_\_  
Secretary Address

\_\_\_\_\_  
Treasurer Address

Proposal Notes

Each bid solicitation will have a contract-specific cap on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$46,422.00. Any credits applied above and beyond the bid earned credit cap will not be considered.

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

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

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

The Contractor shall complete all work under this Agreement for the performance of Contract No. RR-17-4329 as specified in S.P. 103.1

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-17-4329**  
**LANDSCAPE PLANTING IMPROVEMENTS**  
**VETERANS MEMORIAL TOLLWAY (I-355)**  
**MILE POST 2.65 TO MILE POST 11.45**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	250	\$10.00	\$2,500.00
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	250	\$10.00	\$2,500.00
	25100630	EROSION CONTROL BLANKET	SQ YD	77,821	\$1.20	\$93,385.20
*	K1003679	MULCH	CU YD	1,889	\$30.00	\$56,670.00
*	X2503000	MAINTENANCE MOWING	ACRE	200	\$100.00	\$20,000.00
*	JIA20100	TREE, AESCULUS FLAVA, (YELLOW BUCKEYE), CONTAINER GROWN, 3-GALLON	EACH	39	\$73.50	\$2,866.50
*	JIA20102	TREE, AESCULUS FLAVA, (YELLOW BUCKEYE), CONTAINER GROWN, 7-GALLON	EACH	34	\$168.00	\$5,712.00
*	JIA20110	TREE, AESCULUS GLABRA, (OHIO BUCKEYE), CONTAINER GROWN, 3-GALLON	EACH	94	\$73.50	\$6,909.00
*	JIA20112	TREE, AESCULUS GLABRA, (OHIO BUCKEYE), CONTAINER GROWN, 7-GALLON	EACH	59	\$168.00	\$9,912.00
*	JIA20114	TREE, AESCULUS GLABRA, (OHIO BUCKEYE), CONTAINER GROWN, 15-GALLON	EACH	3	\$297.50	\$892.50
*	JIA20120	TREE, CARYA CORDIFORMIS, (BITTERNUT HICKORY), CONTAINER GROWN, 3-GALLON	EACH	50	\$91.00	\$4,550.00
*	JIA20122	TREE, CARYA CORDIFORMIS, (BITTERNUT HICKORY), CONTAINER GROWN, 7-GALLON	EACH	10	\$168.00	\$1,680.00
*	JIA20130	TREE, CARYA OVATA, (SHAGBARK HICKORY), CONTAINER GROWN, 3-GALLON	EACH	97	\$91.00	\$8,827.00
*	JIA20132	TREE, CARYA OVATA, (SHAGBARK HICKORY), CONTAINER GROWN, 7-GALLON	EACH	10	\$168.00	\$1,680.00
*	JIA20134	TREE, CARYA OVATA, (SHAGBARK HICKORY), CONTAINER GROWN, 15-GALLON	EACH	10	\$367.50	\$3,675.00

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*	JIA20136	TREE, CARYA OVATA, (SHAGBARK HICKORY), CONTAINER GROWN, 2" CALIPER, BALLED AND BURLAPPED	EACH	10	\$647.50	\$6,475.00
*	JIA20140	TREE, CATALPA OVATA, (CHINESE CATALPA), CONTAINER GROWN, 3-GALLON	EACH	45	\$77.00	\$3,465.00
*	JIA20142	TREE, CATALPA OVATA, (CHINESE CATALPA), CONTAINER GROWN, 7-GALLON	EACH	18	\$157.50	\$2,835.00
*	JIA20150	TREE, CATALPA SPECIOSA, (NORTHERN CATALPA), CONTAINER GROWN, 3-GALLON	EACH	188	\$47.25	\$8,883.00
*	JIA20152	TREE, CATALPA SPECIOSA, (NORTHERN CATALPA), CONTAINER GROWN, 7-GALLON	EACH	22	\$157.50	\$3,465.00
*	JIA20154	TREE, CATALPA SPECIOSA, (NORTHERN CATALPA), CONTAINER GROWN, 15-GALLON	EACH	10	\$297.50	\$2,975.00
*	JIA20156	TREE, CATALPA SPECIOSA, (NORTHERN CATALPA), CONTAINER GROWN, 2" CALIPER, BALLED AND BURLAPPED	EACH	10	\$507.50	\$5,075.00
*	JIA20160	TREE, CELTIS OCCIDENTALIS, (HACKBERRY), CONTAINER GROWN, 3-GALLON	EACH	233	\$50.00	\$11,650.00
*	JIA20162	TREE, CELTIS OCCIDENTALIS, (HACKBERRY), CONTAINER GROWN, 7-GALLON	EACH	19	\$157.50	\$2,992.50
*	JIA20170	TREE, GINKGO BILOBA, (GINKGO), CONTAINER GROWN, 3-GALLON	EACH	107	\$112.00	\$11,984.00
*	JIA20172	TREE, GINKGO BILOBA, (GINKGO), CONTAINER GROWN, 7-GALLON	EACH	7	\$168.00	\$1,176.00
*	JIA20174	TREE, GINKGO BILOBA, (GINKGO), CONTAINER GROWN, 15-GALLON	EACH	13	\$402.50	\$5,232.50
*	JIA20180	TREE, GLEDITSIA TRIACANTHOS F. INERMIS 'SKYLINE', (SKYLINE THORNLESS HONEY LOCUST), CONTAINER GROWN, 3-GALLON	EACH	83	\$84.00	\$6,972.00
*	JIA20182	TREE, GLEDITSIA TRIACANTHOS F. INERMIS 'SKYLINE', (SKYLINE THORNLESS HONEY LOCUST), CONTAINER GROWN, 7-GALLON	EACH	38	\$157.50	\$5,985.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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*	JIA20184	TREE, GLEDITSIA TRIACANTHOS F. INERMIS 'SKYLINE', (SKYLINE THORNLESS HONEY LOCUST), CONTAINER GROWN, 15-GALLON	EACH	10	\$297.50	\$2,975.00
*	JIA20190	TREE, GLEDITSIA TRIACANTHOS F. INERMIS 'SHADEMASTER', (SHADEMASTER THORNLESS HONEY LOCUST), CONTAINER GROWN, 3-GALLON	EACH	50	\$84.00	\$4,200.00
*	JIA20200	TREE, GYMNOCLADUS DIOICUS, (KENTUCKY COFFEETREE), CONTAINER GROWN, 3-GALLON	EACH	36	\$59.50	\$2,142.00
*	JIA20202	TREE, GYMNOCLADUS DIOICUS, (KENTUCKY COFFEETREE), CONTAINER GROWN, 7-GALLON	EACH	6	\$157.50	\$945.00
*	JIA20204	TREE, GYMNOCLADUS DIOICUS, (KENTUCKY COFFEETREE), CONTAINER GROWN, 15-GALLON	EACH	13	\$297.50	\$3,867.50
*	JIA20214	TREE, LIQUIDAMBAR STYRACIFLUA, (SWEETGUM), CONTAINER GROWN, 15-GALLON	EACH	27	\$297.50	\$8,032.50
*	JIA20220	TREE, LIRIODENDRON TULIPIFERA, (TULIP-TREE), CONTAINER GROWN, 3-GALLON	EACH	116	\$49.00	\$5,684.00
*	JIA20222	TREE, LIRIODENDRON TULIPIFERA, (TULIP-TREE), CONTAINER GROWN, 7-GALLON	EACH	10	\$157.50	\$1,575.00
*	JIA20230	TREE, MALUS 'PARRSI', (PINK PRINCESS CRABAPPLE), CONTAINER GROWN, 3-GALLON	EACH	42	\$77.00	\$3,234.00
*	JIA20234	TREE, MALUS 'PARRSI', (PINK PRINCESS CRABAPPLE), CONTAINER GROWN, 15-GALLON	EACH	20	\$297.50	\$5,950.00
*	JIA20240	TREE, NYSSA SYLVATICA, (TUPELO), CONTAINER GROWN, 3-GALLON	EACH	111	\$84.00	\$9,324.00
*	JIA20244	TREE, NYSSA SYLVATICA, (TUPELO), CONTAINER GROWN, 15-GALLON	EACH	14	\$297.50	\$4,165.00
*	JIA20254	TREE, PICEA PUNGENS, (COLORADO SPRUCE), CONTAINER GROWN, 15-GALLON	EACH	82	\$297.50	\$24,395.00

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIA20260	TREE, QUERCUS ALBA, (WHITE OAK), CONTAINER GROWN, 3-GALLON	EACH	70	\$91.00	\$6,370.00
*	JIA20264	TREE, QUERCUS ALBA, (WHITE OAK), CONTAINER GROWN, 15-GALLON	EACH	88	\$297.50	\$26,180.00
*	JIA20270	TREE, QUERCUS BICOLOR, (SWAMP WHITE OAK), CONTAINER GROWN, 3-GALLON	EACH	54	\$52.50	\$2,835.00
*	JIA20274	TREE, QUERCUS BICOLOR, (SWAMP WHITE OAK), CONTAINER GROWN, 15-GALLON	EACH	84	\$297.50	\$24,990.00
*	JIA20280	TREE, QUERCUS 'CRIMSCHMIDT', (CRIMSON SPIRE OAK), CONTAINER GROWN, 3-GALLON	EACH	11	\$329.00	\$3,619.00
*	JIA20282	TREE, QUERCUS 'CRIMSCHMIDT', (CRIMSON SPIRE OAK), CONTAINER GROWN, 7-GALLON	EACH	19	\$437.50	\$8,312.50
*	JIA20288	TREE, QUERCUS IMBRICARIA, (SHINGLE OAK), CONTAINER GROWN, 15-GALLON	EACH	10	\$297.50	\$2,975.00
*	JIA20290	TREE, QUERCUS MACROCARPA, (BUR OAK), CONTAINER GROWN, 3-GALLON	EACH	168	\$50.75	\$8,526.00
*	JIA20292	TREE, QUERCUS MACROCARPA, (BUR OAK), CONTAINER GROWN, 7-GALLON	EACH	30	\$168.00	\$5,040.00
*	JIA20294	TREE, QUERCUS MACROCARPA, (BUR OAK), CONTAINER GROWN, 15-GALLON	EACH	101	\$297.50	\$30,047.50
*	JIA20304	TREE, QUERCUS ROBUR, (ENGLISH OAK), CONTAINER GROWN, 15-GALLON	EACH	15	\$297.50	\$4,462.50
*	JIA20310	TREE, QUERCUS RUBRA, (NORTHERN RED OAK), CONTAINER GROWN, 3-GALLON	EACH	132	\$73.50	\$9,702.00
*	JIA20312	TREE, QUERCUS RUBRA, (NORTHERN RED OAK), CONTAINER GROWN, 7-GALLON	EACH	110	\$168.00	\$18,480.00
*	JIA20314	TREE, QUERCUS RUBRA, (NORTHERN RED OAK), CONTAINER GROWN, 15-GALLON	EACH	93	\$297.50	\$27,667.50

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIA20316	TREE, QUERCUS RUBRA, (NORTHERN RED OAK), CONTAINER GROWN, 2" CALIPER, BALLED AND BURLAPPED	EACH	10	\$612.50	\$6,125.00
*	JIA20320	TREE, SYRINGA PEKINENSIS, (PEKING LILAC), CONTAINER GROWN, 3-GALLON	EACH	47	\$77.00	\$3,619.00
*	JIA20330	TREE, SYRINGA RETICULATA, (JAPANESE TREE LILAC), CONTAINER GROWN, 3-GALLON	EACH	91	\$73.50	\$6,688.50
*	JIA20332	TREE, SYRINGA RETICULATA, (JAPANESE TREE LILAC), CONTAINER GROWN, 7-GALLON	EACH	12	\$161.00	\$1,932.00
*	JIA20334	TREE, SYRINGA RETICULATA, (JAPANESE TREE LILAC), CONTAINER GROWN, 15-GALLON	EACH	6	\$297.50	\$1,785.00
*	JIA20340	TREE, TAXODIUM DISTICHUM, (BALD CYPRESS), CONTAINER GROWN, 3-GALLON	EACH	43	\$73.50	\$3,160.50
*	JIA20342	TREE, TAXODIUM DISTICHUM, (BALD CYPRESS), CONTAINER GROWN, 7-GALLON	EACH	52	\$154.00	\$8,008.00
*	JIA20344	TREE, TAXODIUM DISTICHUM, (BALD CYPRESS), CONTAINER GROWN, 15-GALLON	EACH	4	\$297.50	\$1,190.00
*	JIA20352	TREE, TILIA AMERICANA VAR. HETEROPHYLLA, (WHITE BASSWOOD), CONTAINER GROWN, 7-GALLON	EACH	22	\$175.00	\$3,850.00
*	JIA20360	TREE, TILIA AMERICANA, (AMERICAN (LINDEN) BASSWOOD), CONTAINER GROWN, 3-GALLON	EACH	43	\$53.50	\$2,300.50
*	JIA20380	TREE, TILIA PLATYPHYLLOS, (BIG-LEAVED LINDEN), CONTAINER GROWN, 3-GALLON	EACH	30	\$101.50	\$3,045.00
*	JIA20382	TREE, TILIA PLATYPHYLLOS, (BIG-LEAVED LINDEN), CONTAINER GROWN, 7-GALLON	EACH	22	\$171.50	\$3,773.00
*	JIA20384	TREE, TILIA PLATYPHYLLOS, (BIG-LEAVED LINDEN), CONTAINER GROWN, 15-GALLON	EACH	10	\$367.50	\$3,675.00
*	JIA20386	TREE, TILIA PLATYPHYLLOS, (BIG-LEAVED LINDEN), CONTAINER GROWN, 2" CALIPER, BALLED AND BURLAPPED	EACH	10	\$647.50	\$6,475.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT RR-17-4329**  
**LANDSCAPE PLANTING IMPROVEMENTS**  
**VETERANS MEMORIAL TOLLWAY (I-355)**  
**MILE POST 2.65 TO MILE POST 11.45**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIA20390	TREE, ULMUS AMERICANA 'PRINCETON', (PRINCETON ELM), CONTAINER GROWN, 3-GALLON	EACH	200	\$47.25	\$9,450.00
*	JIA20392	TREE, ULMUS AMERICANA 'PRINCETON', (PRINCETON ELM), CONTAINER GROWN, 7-GALLON	EACH	7	\$161.00	\$1,127.00
*	JIA20394	TREE, ULMUS AMERICANA 'PRINCETON', (PRINCETON ELM), CONTAINER GROWN, 15-GALLON	EACH	18	\$297.50	\$5,355.00
*	JIA20402	TREE, ULMUS 'MORTON STALWART', (COMMENDATION ELM), CONTAINER GROWN, 7-GALLON	EACH	12	\$161.00	\$1,932.00
*	JIA20410	TREE, ULMUS DAVIDIANA VAR. JAPONICA 'PROSPECTOR', (PROSPECTOR ELM), CONTAINER GROWN, 3-GALLON	EACH	10	\$91.00	\$910.00
*	JIA20420	TREE, ULMUS 'MORTON RED TIP', (DANADA CHARM ELM), CONTAINER GROWN, 3-GALLON	EACH	87	\$84.00	\$7,308.00
*	JIA20424	TREE, ULMUS 'MORTON RED TIP', (DANADA CHARM ELM), CONTAINER GROWN, 15-GALLON	EACH	14	\$297.50	\$4,165.00
*	JIA20430	TREE, ULMUS 'FRONTIER', (FRONTIER ELM), CONTAINER GROWN, 3-GALLON	EACH	12	\$91.00	\$1,092.00
*	JIA20432	TREE, ULMUS 'FRONTIER', (FRONTIER ELM), CONTAINER GROWN, 7-GALLON	EACH	7	\$161.00	\$1,127.00
*	JIA20440	TREE, ULMUS 'NEW HORIZON', (NEW HORIZON ELM), CONTAINER GROWN, 3-GALLON	EACH	14	\$84.00	\$1,176.00
*	JIA20442	TREE, ULMUS 'NEW HORIZON', (NEW HORIZON ELM), CONTAINER GROWN, 7-GALLON	EACH	25	\$161.00	\$4,025.00
*	JIA20450	TREE, ULMUS 'PATRIOT', (PATRIOT ELM), CONTAINER GROWN, 3-GALLON	EACH	8	\$84.00	\$672.00
*	JIA20452	TREE, ULMUS 'PATRIOT', (PATRIOT ELM), CONTAINER GROWN, 7-GALLON	EACH	32	\$161.00	\$5,152.00

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIA20454	TREE, ULMUS 'PATRIOT', (PATRIOT ELM), CONTAINER GROWN, 15-GALLON	EACH	7	\$297.50	\$2,082.50
*	JIA20460	TREE, ULMUS PARVIFOLIA, (LACEBARK ELM), CONTAINER GROWN, 3-GALLON	EACH	20	\$84.00	\$1,680.00
*	JIA20470	TREE, ULMUS 'MORTON GLOSSY', (TRIUMPH ELM), CONTAINER GROWN, 3-GALLON	EACH	20	\$84.00	\$1,680.00
*	JIA20472	TREE, ULMUS 'MORTON GLOSSY', (TRIUMPH ELM), CONTAINER GROWN, 7-GALLON	EACH	13	\$161.00	\$2,093.00
*	JIA20480	TREE, ZELKOVA SERRATA 'GLODELL', (AUTUMN GLOW JAPANESE ZELKOVA), CONTAINER GROWN, 3-GALLON	EACH	40	\$84.00	\$3,360.00
*	JIA20482	TREE, ZELKOVA SERRATA 'GLODELL', (AUTUMN GLOW JAPANESE ZELKOVA), CONTAINER GROWN, 7-GALLON	EACH	8	\$161.00	\$1,288.00
*	JIA20484	TREE, ZELKOVA SERRATA 'GLODELL', (AUTUMN GLOW JAPANESE ZELKOVA), CONTAINER GROWN, 15-GALLON	EACH	5	\$297.50	\$1,487.50
*	JIB20100	TREE, ACER BUERGERIANUM, (TRIDENT MAPLE), CONTAINER GROWN, 3-GALLON	EACH	44	\$84.00	\$3,696.00
*	JIB20102	TREE, ACER BUERGERIANUM, (TRIDENT MAPLE), CONTAINER GROWN, 7-GALLON	EACH	16	\$154.00	\$2,464.00
*	JIB20110	TREE, ACER X FREEMANII 'JEFFERSRED', (AUTUMN BLAZE MAPLE), CONTAINER GROWN, 3-GALLON	EACH	97	\$73.50	\$7,129.50
*	JIB20112	TREE, ACER X FREEMANII 'JEFFERSRED', (AUTUMN BLAZE MAPLE), CONTAINER GROWN, 7-GALLON	EACH	39	\$157.50	\$6,142.50
*	JIB20114	TREE, ACER X FREEMANII 'JEFFERSRED', (AUTUMN BLAZE MAPLE), CONTAINER GROWN, 15-GALLON	EACH	12	\$297.50	\$3,570.00
*	JIB20116	TREE, ACER X FREEMANII 'JEFFERSRED', (AUTUMN BLAZE MAPLE), CONTAINER GROWN, 2" CALIPER, BALLED AND BURLAPPED	EACH	10	\$490.00	\$4,900.00

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
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**MILE POST 2.65 TO MILE POST 11.45**  
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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIB20120	TREE, ACER X FREEMANII 'MARMO', (MARMO FREEMAN'S MAPLE), CONTAINER GROWN, 3-GALLON	EACH	91	\$73.50	\$6,688.50
*	JIB20122	TREE, ACER X FREEMANII 'MARMO', (MARMO FREEMAN'S MAPLE), CONTAINER GROWN, 7-GALLON	EACH	12	\$157.50	\$1,890.00
*	JIB20130	TREE, ACER PSEUDOPLATANUS, (SYCAMORE MAPLE), CONTAINER GROWN, 3-GALLON	EACH	102	\$77.00	\$7,854.00
*	JIB20132	TREE, ACER PSEUDOPLATANUS, (SYCAMORE MAPLE), CONTAINER GROWN, 7-GALLON	EACH	20	\$147.00	\$2,940.00
*	JIB20140	TREE, ACER SACCHARUM, (SUGAR MAPLE), CONTAINER GROWN, 3-GALLON	EACH	87	\$73.50	\$6,394.50
*	JIB20142	TREE, ACER SACCHARUM, (SUGAR MAPLE), CONTAINER GROWN, 7-GALLON	EACH	10	\$168.00	\$1,680.00
*	JIB20144	TREE, ACER SACCHARUM, (SUGAR MAPLE), CONTAINER GROWN, 15-GALLON	EACH	10	\$297.50	\$2,975.00
*	JIB20146	TREE, ACER SACCHARUM, (SUGAR MAPLE), CONTAINER GROWN, 2" CALIPER, BALLED AND BURLAPPED	EACH	10	\$521.50	\$5,215.00
*	JIB20150	TREE, ACER MIYABEI 'MORTON', (STATE STREET MIYABE'S MAPLE), CONTAINER GROWN, 3-GALLON	EACH	30	\$91.00	\$2,730.00
*	JIB20152	TREE, ACER MIYABEI 'MORTON', (STATE STREET MIYABE'S MAPLE), CONTAINER GROWN, 7-GALLON	EACH	8	\$154.00	\$1,232.00
*	JIB20180	TREE, CRATAEGUS VIRIDIS, (GREEN HAWTHORN), CONTAINER GROWN, 3-GALLON	EACH	55	\$77.00	\$4,235.00
*	JIB20190	TREE, METASEQUOIA GLYPTOSTROBOIDES, (DAWN REDWOOD), CONTAINER GROWN, 3-GALLON	EACH	10	\$77.00	\$770.00
*	JIB20192	TREE, METASEQUOIA GLYPTOSTROBOIDES, (DAWN REDWOOD), CONTAINER GROWN, 7-GALLON	EACH	3	\$147.00	\$441.00

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JIB20194	TREE, METASEQUOIA GLYPTOSTROBIDES, (DAWN REDWOOD), CONTAINER GROWN, 15-GALLON	EACH	3	\$297.50	\$892.50
*	JIC20070	SHRUB, LONICERA XYLOSTEOIDES 'CLAVEY'S DWARF', (CLAVEY'S DWARF HONEYSUCKLE), CONTAINER GROWN, 3-GALLON	EACH	1,107	\$77.00	\$85,239.00
*	JIC20080	SHRUB, RHUS AROMATICA, (FRAGRANT SUMAC), CONTAINER GROWN, 3-GALLON	EACH	216	\$64.75	\$13,986.00
*	JI213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	2,000	\$1.00	\$2,000.00
*	JI213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	2,000	\$1.00	\$2,000.00
**	JS250318	SEEDING, CLASS 4F	ACRE	16	\$3,200.00	\$51,200.00
**	JS250322	SEEDING, CLASS 5A	ACRE	2	\$3,600.00	\$7,200.00
**	JS280020	MANAGEMENT OF EROSION AND SEDIMENT CONTROL	CAL. MO.	15	\$300.00	\$4,500.00
**	JS280050	SILT FENCE	FOOT	22,803	\$2.00	\$45,606.00
**	JS280051	RE-ERECT SILT FENCE	FOOT	5,000	\$2.00	\$10,000.00
**	JS280070	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1,100	\$3.00	\$3,300.00
**	JS280150	TEMPORARY STABILIZATION WITH STRAW MULCH	ACRE	16	\$200.00	\$3,200.00
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	18	\$10.00	\$180.00
*	JS671012	MOBILIZATION, TOLLWAY (SPECIAL)	L SUM	1	\$120,000.00	\$120,000.00
*	JT211221	TREE/SHRUB HOLE AUGER/EXCAVATION	EACH	687	\$1.00	\$687.00
*	JT211222	PLANTING AREA PLOWING/TILLING	ACRE	19	\$1,750.00	\$33,250.00

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JT211223	ORGANIC SOIL AMENDMENT (BIOSOLIDS)	CU YD	17,840	\$25.00	\$446,000.00
*	JT211224	ORGANIC SOIL AMENDMENT (BIOCHAR AND BIOSOLIDS)	CU YD	104	\$150.00	\$15,600.00
*	JT211225	ORGANIC SOIL AMENDMENT (COMPOSTED BIOSOLIDS)	CU YD	110	\$60.00	\$6,600.00
*	JT211226	ORGANIC SOIL AMENDMENT (LEAF COMPOST)	CU YD	20	\$60.00	\$1,200.00
*	JT250340	SEEDING, CLASS 4G	ACRE	2	\$3,800.00	\$7,600.00
*	JT253010	WOODY PLANTS SUPPLEMENTAL WATERING	UNIT	320	\$300.00	\$96,000.00
*	JT253502	PLANTING PROJECT MANAGEMENT	CAL MO	56	\$450.00	\$25,200.00
*	JT253503	24" SOILMOISTURE 1900L NEARSURFACE SAMPLERS	EACH	80	\$147.00	\$11,760.00
*	JT253504	36" SOILMOISTURE 1900L NEARSURFACE SAMPLERS	EACH	80	\$161.00	\$12,880.00
*	JT701005	MAINTENANCE OF TRAFFIC	DAY	200	\$100.00	\$20,000.00
*	JT901032	PRESEED HERBICIDE	ACRE	29	\$400.00	\$11,600.00
*	JT901040	WEED CONTROL NON-SELECTIVE AND NON-RESIDUAL	ACRE	29	\$300.00	\$8,700.00
*	JT901042	WEED CONTROL SELECTIVE (WOODY PLANTS AND BROADLEAF)	ACRE	29	\$300.00	\$8,700.00
*	JT992163	BRACING	EACH	300	\$90.00	\$27,000.00
*	JT992182	MONITORING WOODY PLANTS	YEAR	3	\$5,000.00	\$15,000.00
<b>TOTAL AMOUNT OF CORE WORK</b>						<b>\$1,839,436.20</b>

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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	40,000.00	40,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	1.00	20,000.00
*	JT154023	CONTRACT ALLOWANCE FOR EROSION/LANDSCAPE RESTORATION	UNIT	30,000	1.00	30,000.00
*	JT154190	ALLOWANCE FOR SOIL SENSOR RESEARCH EQUIPMENT	UNIT	150,000	1.00	150,000.00
	999NEG25	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - VETERANS MEMORIAL	OCCUR		(5,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30(b)	INC/DAY		(1,000.00)	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02(f)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC 280.02 (b) (1)	INC/DAY		(1,000.00)	
	999NEG34	NON-COMPLIANCE WITH RESPONSIBILITY FOR CONSTRUCTION HAULING EQUIPMENT PER TOLLWAY SUPPL. SPEC. 105.15	DAY		(1,000.00)	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG37	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(1)	INC/DAY		(2,500.00)	
	999NEG38	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(2)	OCCUR		(2,500.00)	
	999NEG40	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.01 (b)(4)	SQ. FT.		(100.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-17-4329  
 LANDSCAPE PLANTING IMPROVEMENTS  
 VETERANS MEMORIAL TOLLWAY (I-355)  
 MILE POST 2.65 TO MILE POST 11.45  
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S.P.	PAY ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	AMOUNT DOLLARS
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b)(5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(600.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(800.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES, PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER and SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG82	FAILURE TO RESPONSE TO PLANT CARE PER ARTICLE 253.15	OCCUR		(500.00)	
<b>TOTAL AMOUNT OF CONTRACTOR'S QUALITY PROGRAM (CQP) + CONTINGENCY WORK</b>						240,000.00
<b>TOTAL AMOUNT OF CORE WORK + CONTRACTOR'S QUALITY PROGRAM (CQP) + CONTINGENCY WORK = TOTAL AMOUNT OF BASE BID</b>						2,079,436.20
<b>ECP BID CREDIT</b>						
<b>AWARD CRITERIA</b>						2,079,436.20

S.P. COLUMN LEGEND

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

OK  
 [Signature]  
 10/10/17

OPENED 10/10 20117  
 BOND OR CHECK ENCLOSED: YES  NO   
 [Signature]

## **FINANCIAL DISCLOSURES AND CERTIFICATIONS**

### **ALERT:**

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

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

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

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

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

#### **Forms A Section**

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

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

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

#### **Forms B Section**

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

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

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

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

## REMINDER TO VENDORS SUBMITTING FORMS B

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

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

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

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

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

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

**RESPONSIBLE BIDDER AFFIDAVIT**  
in accordance with  
**PUBLIC ACT 97-0369**

**CONTRACT NO:**

RR-17-4329  
(Enter Tollway Contract Number)

**SUBMITTING BIDDER:**

ALLIED LANDSCAPING CORPORATION  
(Enter Name of Firm)

**ADDRESS:**

397 S. CHICAGO ST.  
JOUET IL. 60436

STATE OF ILLINOIS )

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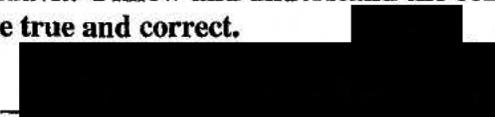
SS

COUNTY OF ILLINOIS )

The Affiant, MARGARET PLUNK, being first duly sworn, upon oath deposes and says:

1. That the Affiant is PRESIDENT of ALLIED LANDSCAPING CORPORATION who is the Bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-17-4329 (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.

  
SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN BEFORE ME THIS 6 DAY OF OCTOBER, 2017.

  
NOTARY PUBLIC



**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:

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Signature of Authorized Representative:

[Redacted Signature]

Printed Name of Authorized Representative:

MARGARET HUNK PRESIDENT

Vendor Name:

ALLIED LANDSCAPING CORPORATION

Date:

10/6/17

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-4329

LIST OF INDIVIDUAL CONTACTS

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

<u>ITEM</u>	<u>INDIVIDUAL</u>	<u>TELEPHONE NO.</u>	<u>E-MAIL</u>
Schedule of Prices	RIGO HERRERA	(815) 722-3924 xt 18	allied@ allied-landscaping.com
Progress Schedule	RIGO HERRERA	" "	" "
Current Contractual Obligations	MARGARET PLUNK	(815) 722-3924 xt 17	alliedlandscaping@ allied-landscaping.com
Bid Guaranty	MARGARET PLUNK	" "	" "
Financial Statement	MARGARET PLUNK	" "	" "
EEO Program	RIGO HERRERA	(815) 722-3924 xt 18	allied@ allied-landscaping.com
Financial Disclosures	MARGARET PLUNK	(815) 722-3924 xt 17	alliedlandscaping@ allied-landscaping.com
Standard Business Terms and Conditions	MARGARET PLUNK	" "	" "

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. RR-17-4329

AFFIDAVIT

State of ILLINOIS )  
County of WILL ) SS

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

That his/her name is MARGARET PLUNK and he/she resides at

[REDACTED]  
and his/her office is at 3197 S CHICAGO ST, JOLIET, IL 60436 That he/she makes, and is authorized to make

this affidavit on behalf of ALLIED LANDSCAPING CORPORATION, a  
(Name of Corporation, Partnership, etc.)

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

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

That this Bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in Contract No. RR-17-4329 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 6 day of OCTOBER,

[REDACTED]  
(Notary Public)

My Commission Expires: 3/7/2021

R-4



CONTRACT NO. RR-17-4329

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
#1601 BP 26	LANSING SD 158	\$ 313,715.00	Landscaping	Fall 2018

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
THE GEORGE SOLITI CONSTRUCTION CO.	CAPITAL DEVELOPMNT BOARD	\$ 73,000.00	LANDSCAPING	FALL 2017
LEONARDO COMPANIES	WILL COUNTY SHERIFFS OFFICE	\$ 218,741.00	LANDSCAPING	SPRING 2018
WIGHT CONSTRUCTION SERVICES	VALLEY VIEW SD 365	\$ 56,950.00	LANDSCAPING	FALL 2017

TOTAL SUBLET AND UNEARNED

\$ 348,691.00

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
BP2-02C	CITY OF AURORA	\$ 92,325.00	LANDSCAPING	TBD

TOTAL OF BIDS PENDING AWARD

\$ 92,325.00

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.

BIDDER  
ALLIED LANDSCAPING CORP

DATE

BY:

SIGNATURE

TITLE

SUB-CONTRACTOR

SUB-CONTRACTOR

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

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

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

**II. CONTRACTOR ASSURANCE:**

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

**III. EEO GOAL TO BE ACHIEVED BY THE CONTRACTOR:**

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

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

**IV. DEFINITIONS OF ETHNIC CLASSIFICATIONS:**

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

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

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

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

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

**V. CALCULATING EEO CREDIT TOWARDS THE GOALS:**

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

applicable ethnic category and also in the female category.

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

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

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

#### **VI. EEO FORM 0003 WORKFORCE ANALYSIS.**

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

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

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

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

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

#### **VII. SUBCONTRACTOR OBLIGATIONS:**

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

### **VIII. GOOD FAITH EFFORT PROCEDURES:**

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

### **IX. CORRECTIVE ACTION PLAN:**

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

### **X. AMENDED CORRECTIVE ACTION PLAN:**

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

### **XI. DETERMINATION OF NON-COMPLIANCE:**

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

### **XII. ADMINISTRATIVE RECONSIDERATION:**

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

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

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

### **XIII. SANCTIONS:**

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

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

### **XIV. INACCURATE OR FRAUDULENT REPORTING:**

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

### **XV. OTHER REGULATIONS:**

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



**Illinois State Toll Highway Authority**  
**Quarterly Supplement to EEO Form 003 Report of Workforce Hours**  
(To be submitted no later than the 15<sup>th</sup> of the month after the end of the quarter)

Contract #: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Construction Manager Name: \_\_\_\_\_

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

Total # of Individuals

Female \_\_\_\_\_

African American/Black \_\_\_\_\_

Hispanic/Latino \_\_\_\_\_

Asian American \_\_\_\_\_

Native American/Alaskan Native \_\_\_\_\_

Native Hawaiian/Pacific Islander \_\_\_\_\_

Prepared by: \_\_\_\_\_  
Name and Title of Prime Contractor's Representative

Email Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

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

Illinois State Toll Highway Authority

SPECIAL PROVISION  
FOR  
EARNED CREDIT PROGRAM

**I. OBJECTIVE OF THE EARNED CREDIT PROGRAM:**

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

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

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

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

**III. DEFINITIONS:**

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

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

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

#### IV. EARNED CREDIT PROGRAM INCENTIVES:

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

Unused ECP BID CREDITS do not expire.

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

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

## **V. CALCULATING EARNED CREDIT:**

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

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

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

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

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

## **VI. BIDDING PROCEDURES:**

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

Each bid solicitation will have a contract-specific cap as determined by the approved Tollway formula on the amount of Earned Credit that can be applied as a bid credit. This particular solicitation has a cap of \$ 46,422.00. Any credits applied above and beyond the bid EARNED CREDIT CAP will not be considered.

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

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

## **VII. JOINT VENTURE, SUBCONTRACTOR AND FABRICATOR PARTICIPATION:**

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

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

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

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

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

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

#### **VIII. EARNED CREDIT RECORDING:**

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

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

- xiii. Net Wages Paid
- xiv. Signature page

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

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

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

#### **IX. PROCEDURE FOR REQUESTING EARNED CREDIT CERTIFICATES:**

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

#### **X. ISSUANCE AND TRACKING OF EARNED CREDIT CERTIFICATES:**

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

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

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

#### **XI. LONGEVITY OF EARNED CREDIT CERTIFICATES:**

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

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

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

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

## **XII. FRAUDULENT USE OF EARNED CREDIT CERTIFICATES:**

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

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

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

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

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

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

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

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



ILLINOIS TOLLWAY  
STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: RR-17-4329

CONTRACTOR/CONSULTANT NAME: ALLIED LANDSCAPING CORPORATION

1. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

**25. SUPPLEMENTAL PROVISIONS**

**25.1 TOLLWAY SUPPLEMENTAL PROVISIONS**

**25.1.1 Agents and Employees:**

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

**25.1.2 Publicity:**

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

**25.1.3 Third Party Beneficiaries:**

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

**25.1.4 Successors In Interest:**

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

**25.1.5 Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

**25.3 VENDOR SUPPLEMENTAL PROVISIONS**

Vendor Supplemental Provisions:

**STATE OF ILLINOIS**  
**SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS**

ALLIED LANDSCAPING CORPORATION

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.
	<b>STANDARD TERMS AND CONDITIONS</b>
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	NONE
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.
	NONE

\_\_\_\_\_ hereby agrees to the exceptions provided by \_\_\_\_\_ and to the Additional Terms and Conditions provided by \_\_\_\_\_.

Agreed: <u>ALLIED LANDSCAPING CORPORATION</u>	Agreed:
By: <u>MARGARET BLUNK</u>	By:
Signed: _____	Signed:
Position: <u>PRESIDENT</u>	Position:
Date: <u>10/6/17</u>	Date:



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

Date: 10/06/2017 Project Number: RR-17-4329

Project Name: LANDSCAPE PLANTING IMPROVEMENTS  
VETERANS MEMORIAL TOLLWAY (I-355) MP 2.65 TO MP 11.45

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: ALLIED LANDSCAPING CORPORATION

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: allied@allied-landscaping.com

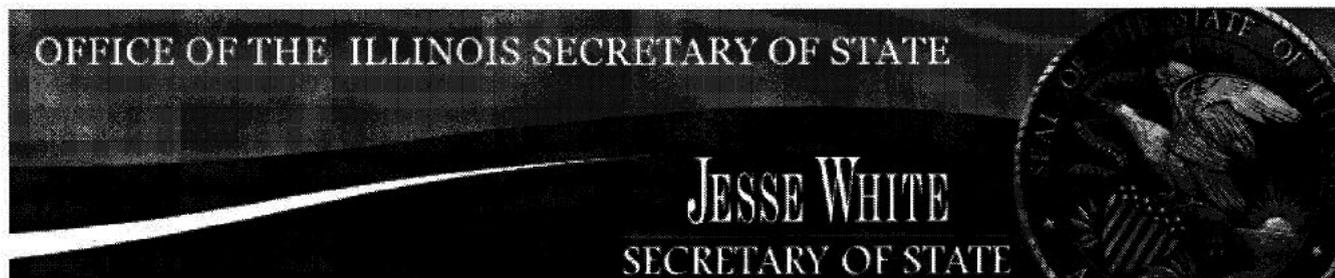
Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

**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)
KRAMER TREE SPECIALISTS	[REDACTED]	300 CHARLES CT. WEST CHICAGO, IL 60185	TREE REMOVAL & CERT ARBORIST	\$ 45,000.00

Signature: [REDACTED] Date: 10/6/17

Printed Name: MARGARET PLUNK



## CORPORATION FILE DETAIL REPORT

File Number	54541783		
Entity Name	ALLIED LANDSCAPING CORPORATION		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/05/1987	State	ILLINOIS
Agent Name	MARGARET PLUNK	Agent Change Date	01/31/1992
Agent Street Address	3197 S CHICAGO ST	President Name & Address	MARGARET PLUNK [REDACTED]
Agent City	JOLIET	Secretary Name & Address	TINA M QUIGLEY 30955 S INDIANTRAIL RD WILMINGTON 60481
Agent Zip	60436	Duration Date	PERPETUAL
Annual Report Filing Date	12/29/2016	For Year	2017

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(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](http://www.cyberdriveillinois.com)

Mancillas, Pam

From: Smith, Terri  
Sent: Wednesday, November 08, 2017 2:40 PM  
To: Mancillas, Pam  
Subject: Allied Landscaping Delinquent Debt Report

allied.pdf - Adobe Acrobat Reader DC  
File Edit View Window Help

Home Tools Document     |   1 / 1 |  

Page: 1 Document Name: untitled

OCIS CICIOCP1                      OFFSET CONTRACT INQUIRY                      14:38 11/08/17

ACTION: S

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

DISCLAIMER:  
AS OF 11/08/17 AT 14:38 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

Mancillas, Pam

From: Smith, Terri  
Sent: Wednesday, November 08, 2017 2:41 PM  
To: Mancillas, Pam  
Subject: ✓ Kramer Tree Delinquent Debt Report

Kramer.pdf - Adobe Acrobat Reader DC

File Edit View Window Help

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Page: 1 Document Name: untitled

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:38 11/08/17

ACTION: S

VENDOR NUMBER= [REDACTED]

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 11/08/17 AT 14:40 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

\*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH



Substance Abuse Prevention  
Program Certification  
Public Act 95-0635

Contract # RR-17-4329 Today's Date 10/6/17

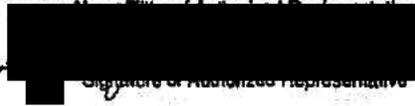
The undersigned Contractor(s) and Subcontractor(s) certify that they have read the provisions of the Substance Abuse Prevention on Public Works Act, Public Act 95-0635, and are in compliance with the terms of the Act.

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

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

ALLIED LANDSCAPING CORPORATION  
Contractor

MARGARET PLUNK PRESIDENT  
Signature of Authorized Representative



Subcontractor	Name/Title of Authorized Representative
	Signature of Authorized Representative
Subcontractor	Name/Title of Authorized Representative
	Signature of Authorized Representative
Subcontractor	Name/Title of Authorized Representative
	Signature of Authorized Representative
Subcontractor	Name/Title of Authorized Representative
	Signature of Authorized Representative

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

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

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

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

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

Name:

Business Name: Allied Landscaping Corporation

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: October 9, 2017

File Number

5454-178-3



**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*

ALLIED LANDSCAPING CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 05, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



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

Authentication #: 1721401552 verifiable until 08/02/2018

Authenticate at: <http://www.cyberdriveillinois.com>



SECRETARY OF STATE

*Certificate of Registration*  
**STATE BOARD OF ELECTIONS**

**Registration No. 15093**

**Allied Landscaping Corporation**  
3197 South Chicago Street  
Joliet IL 60436

Information for this business last updated on:  
Thursday, January 05, 2012

Certificate produced on Thursday, February 20, 2014 at 10:02 AM



**Business & Contact Information**

Business Name **Allied Landscaping Corporation, DBA same**  
Contact Person **Rigo Herrera**  
Address **3197 S. Chicago**  
> [Map This Address](#) **Joliet, IL 60436**  
Phone **815-722-3924**  
Fax **815-722-5148**  
Email **[allied@allied-landscaping.com](mailto:allied@allied-landscaping.com)**  
Website **[allied-landscaping.com](http://allied-landscaping.com)**  
System Vendor Number **20416126**  
Next Renewal **7/19/2018**

**Classifications**

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

**NIGP Codes**

NIGP Code	Description
NIGP 335	Fertilizers and Soil Conditioners
NIGP 33500	FERTILIZERS AND SOIL CONDITIONERS

*PRINTED ON 10/02/2017*

# Allied Landscaping Corp.

3197 SOUTH CHICAGO STREET, JOLETT, ILLINOIS 60436 (815) 722-3924 FAX (815) 722-5188

## CONTRACTOR QUALIFICATIONS CONTRACTS FOR INSTALLATION OF 1000+ PLANTS AND 3 YEARS MAINTENANCE

<p><i>Name of the Project:</i> <b>ISTHA I-07-7720R</b> <b>I-355 MP 6.07 TO MP 13.27</b></p> <p><i>Work Performed:</i> <b>Landscaping and 3 years extended maintenance</b></p>	<p><i>Works as:</i> <b>General Contractor</b></p> <p><i>Contract Amount:</i> <b>\$1,548,686.00</b></p> <p><i>Completion Date:</i> <b>June 2011</b></p>	<p><i>Contract with:</i> <b>ISTHA - CM's: V3 &amp; Cotter Consulting</b></p> <p><i>Mailing Address:</i> <a href="mailto:mpowers@v3co.com">mpowers@v3co.com</a></p> <p><i>Contact person:</i> <b>Matt Powers/ Marlin Hoffman</b></p> <p><i>Phone:</i> <b>(630) 546-0717 / (312) 696-1200</b></p>	<p><i>Architect/Engineer:</i> <b>ISTHA</b></p> <p><i>Mailing Address:</i> <b>2700 Ogden Ave, Downers Grove, IL 60515</b></p> <p><i>Contact person:</i> <b>Jeff Schneberg</b></p> <p><i>Phone/Fax:</i> <b>Phone (630) 241-6800 xt 3939   Fax (630) 241-6101</b></p>
<p><i>Name of the Project:</i> <b>ISTHA RR-10-5620</b> <b>I-294/I-94 MP 0.0 TO 52.0 &amp; I-90 MP 49.25 TO MP 68.5</b></p> <p><i>Work Performed:</i> <b>Landscaping and 3 years extended maintenance</b></p>	<p><i>Works as:</i> <b>General Contractor</b></p> <p><i>Contract Amount:</i> <b>\$435,605.00</b></p> <p><i>Completion Date:</i> <b>November 2014</b></p>	<p><i>Contract with:</i> <b>ISTHA - CM's: Terra Engineering LTD</b></p> <p><i>Mailing Address:</i> <a href="mailto:bschmidt@terraengineering.com">bschmidt@terraengineering.com</a></p> <p><i>Contact person:</i> <b>Bill Schmidt</b></p> <p><i>Phone:</i> <b>(312) 467-0123</b></p>	<p><i>Architect/Engineer:</i> <b>ISTHA</b></p> <p><i>Mailing Address:</i> <b>2700 Ogden Ave, Downers Grove, IL 60515</b></p> <p><i>Contact person:</i> <b>Jeff Schneberg</b></p> <p><i>Phone/Fax:</i> <b>Phone (630) 241-6800 xt 3939   Fax (630) 241-6101</b></p>
<p><i>Name of the Project:</i> <b>ISTHA I-13-4157</b> <b>I-57 AT I-294/I-94 INTERCHANGE MP 6.3 TO 8.8 &amp; MP 2.9 TO MP 22.2</b></p> <p><i>Work Performed:</i> <b>Landscaping and 3 years extended maintenance</b></p>	<p><i>Works as:</i> <b>General Contractor</b></p> <p><i>Contract Amount:</i> <b>\$1,207,989.00</b></p> <p><i>Completion Date:</i> <b>October 2015</b></p>	<p><i>Contract with:</i> <b>ISTHA - CM's: Knight E/A Inc.</b></p> <p><i>Mailing Address:</i> <a href="mailto:jjednoroz@knightea.com">jjednoroz@knightea.com</a></p> <p><i>Contact person:</i> <b>Jerry Jednoroz</b></p> <p><i>Phone:</i> <b>(312) 735-5018</b></p>	<p><i>Architect/Engineer:</i> <b>ISTHA</b></p> <p><i>Mailing Address:</i> <b>2700 Ogden Ave, Downers Grove, IL 60515</b></p> <p><i>Contact person:</i> <b>Jeff Schneberg</b></p> <p><i>Phone/Fax:</i> <b>Phone (630) 241-6800 xt 3939   Fax (630) 241-6101</b></p>

Key Staff of the referenced projects that will be assigned to this project:

*Project Manager: Rigo Herrera*

*Project Superintendent: Ron Plunk Jr.*

## Vendor Registration: View

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Allied Landscaping Corporation, DBA same

System Vendor Number: 20416126

## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	7/19/2017
STATUS	Accepted
REVIEWER	<a href="#">Andrew Shackelford</a>
DATE REVIEWED	7/19/2017
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	7/19/2018
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Allied Landscaping Corporation DBA same
CONTACT FOR THIS SUBMISSION	<a href="#">Rigo Herrera (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:allied@allied-landscaping.com">allied@allied-landscaping.com</a>
PHONE	815-722-3924
FAX	815-722-5148
COMPANY EMAIL	<a href="mailto:allied@allied-landscaping.com">allied@allied-landscaping.com</a>
TAX ID NUMBER	██████████
COMPANY TYPE	Corporation
ADDRESS	3197 S. Chicago Joliet, IL 60436 <a href="#">[edit address]</a>

## Vendor Registration: View Form

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Reviews	Certifications	Site Visits	Registrations
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Allied Landscaping Corporation, DBA same

System Vendor Number: 20416126

[Return to Main Form](#)

## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	7/19/2017
STATUS	Accepted
BUSINESS NAME	Allied Landscaping Corporation DBA same
POINT OF CONTACT	<a href="#">Rigo Herrera</a>
FLAG FORM	<a href="#">Add Flag</a>

## I. Financial Disclosures &amp; Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 100

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? 100

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 100

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? 100Yes, 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. <a href="#">IPG Percentage of Ownership and Distributive Income Form(1).docx</a> (DOCX, 147.31 KB)	Attached by Rigo Herrera on 7/19/2017
<a href="#">IPG Percentage of Ownership and Distributive Income Form(2).docx</a> (DOCX, 147.31 KB)	
<a href="#">IPG Percentage of Ownership and Distributive Income Form.docx</a> (DOCX, 147.31 KB)	

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. 100

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. p0

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES. p0

**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? p0

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? p0

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? p0

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? p0

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)? p0

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)? p0

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. p0

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. p0

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? p0

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?

10

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?

10

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?

10

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?

10

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?

10

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?

10

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?

10

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.

10

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.

10

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.

10

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.

10

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

### Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

Vendor Name: ALLIED LANDSCAPING CORPORATION

DBA: ALLIED LANDSCAPING CORPORATION

**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
Margaret Plunk	[REDACTED]	100%		0 %	

**Vendor Registration: View Form**

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

Allied Landscaping Corporation, DBA same

System Vendor Number: 20416126

[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	7/19/2017
STATUS	Accepted
BUSINESS NAME	Allied Landscaping Corporation DBA same
POINT OF CONTACT	<a href="#">Rigo Herrera</a>
FLAG FORM	<a href="#">Add Flag</a>

A. Business Information	
1. YOUR BUSINESS IS REGISTERING AS A	Prime contractor and subcontractor <span style="float: right;">Y</span>
2. NAME OF CEO/BUSINESS OWNER	Margaret Plunk <span style="float: right;">Y</span>
3. ANNUAL SALES/GROSS RECEIPTS	4283018.00 <span style="float: right;">Y</span>
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	02/05/1987 <span style="float: right;">Y</span>
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in <u>one or more</u> counties. <span style="float: right;">Y</span> Will, Grundy, Kendall, Cook, DuPage, Lake, Kane, Kankakee
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	Rigo Herrera <span style="float: right;">Y</span>
CONTACT PERSON TITLE	Senior Estimator
CONTACT PERSON PHONE	815-722-3924 ext 18
CONTACT PERSON EMAIL	allied@allied-landscaping.com

B. Additional Information	
1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Chief Procurement Office (CPO)Small Business Administration (SBA)Small Business Set-Aside Program (SBSP)Other Government Agency <span style="float: right;">Y</span> ISTHA

Vendor Registration: View Form

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Allied Landscaping Corporation, DBA same

System Vendor Number: 20416126

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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	7/19/2017
STATUS	Accepted
BUSINESS NAME	Allied Landscaping Corporation DBA same
POINT OF CONTACT	<a href="#">Rigo Herrera</a>
FLAG FORM	<a href="#">Add Flag</a>

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 NOT currently registered in this program and I would like to apply 				
	Construction				
	<table border="1"> <thead> <tr> <th>Document</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>Required tax documents <a href="#">Allied Landscaping Corporation - Small Business Registration Tax Documents.pdf</a> (PDF, 159.67 KB)</td> <td>Attached by Rigo Herrera on 7/18/2017</td> </tr> </tbody> </table>	Document	Status	Required tax documents <a href="#">Allied Landscaping Corporation - Small Business Registration Tax Documents.pdf</a> (PDF, 159.67 KB)	Attached by Rigo Herrera on 7/18/2017
Document	Status				
Required tax documents <a href="#">Allied Landscaping Corporation - Small Business Registration Tax Documents.pdf</a> (PDF, 159.67 KB)	Attached by Rigo Herrera on 7/18/2017				

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

**Customer Support**

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Allied

**From:** IDHR.PublicContracts [IDHR.PublicContracts@Illinois.gov]  
**Sent:** Thursday, March 06, 2014 12:39 PM  
**To:** ALLIED@ALLIED-LANDSCAPING.COM  
**Subject:** Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.

ILLINOIS DEPARTMENT OF  
Human Rights

Pat Quinn, Governor  
Rocco J. Claps, Director

IDHR #: 97014-00  
Date Eligible: 03/05/2014  
Expires on: 03/05/2019

Margaret Plunk  
Allied Landscaping Corporation  
3197 S. Chicago Street  
Joliet, IL 60436

### 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 below address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942  
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100  
2309 West Main Street, Marion, IL 62959 (618) 993-7463

[www.illinois.gov/dhr](http://www.illinois.gov/dhr)

**Vendor Registration: View Form**

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Allied Landscaping Corporation, DBA same

System Vendor Number: 20416126

[Return to Main Form](#)

**Vendor Registration**

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	7/19/2017
STATUS	Accepted
BUSINESS NAME	Allied Landscaping Corporation DBA same
POINT OF CONTACT	<a href="#">Rigo Herrera</a>
FLAG FORM	<a href="#">Add Flag</a>

**D. Department of Human Rights (DHR)**

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	22	pu
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 97014-00	pu

**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	pu
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**Additional Information**

STAFF ATTACHED FILE(S)

[Attach File](#)

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

Help & Tools 

**Vendor Registration: View Form**

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Allied Landscaping Corporation, DBA same System Vendor Number: 20416126

Return to Main Form

Vendor Registration	
FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	7/19/2017
STATUS	Accepted
BUSINESS NAME	Allied Landscaping Corporation DBA same
POINT OF CONTACT	<u>Rigo Herrera</u>
FLAG FORM	<u>Add Flag</u>

F. Certifications	
1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.	70
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	70
N/A	
3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE	70
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	70
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	70
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

pu

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

pu

N/A

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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

pu

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.

pu

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

pu

CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

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

N/A

G. Board of Elections (BOE)

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

Yes, I certify my business is registered with BOE.

15093

Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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## Vendor Registration: View Form

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- Registrations

Allied Landscaping Corporation, DBA same

System Vendor Number: 20416126

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Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	7/19/2017
STATUS	Accepted
BUSINESS NAME	Allied Landscaping Corporation DBA same
POINT OF CONTACT	<a href="#">Rigo Herrera</a>
FLAG FORM	<a href="#">Add Flag</a>

H. Iran Disclosure	
1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?	P
No business operations to disclose.	

Additional Information	
STAFF ATTACHED FILE(S)	<a href="#">Attach File</a>
<a href="#">Refresh List</a> after attaching file(s).	

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

IPB Reference #: 22041338      Procurement/Contract #: RR-17-4329

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

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

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

**1. Certification of Illinois Procurement Gateway Registration**

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

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

IPG Registration #: 20416126      IPG Expiration Date: 7/19/2018

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

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

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

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

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

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

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

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

Name	Address	Relationship to Disclosing Entity

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

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

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

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

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

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Capital Development Board	Kankakee Aviation Support Facility	In process	\$ 207,000.00	15040941
ISTHA	RR-17-4329 Landscape Improvements I-355 MP 2.65 to MP 11.45	Pending	\$ 2, 079,436.20	22041338

**6. Signature**

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of:

Vendor Name: Allied Landscaping Corporation

Phone: (814)722-3924

Street Address: 3197 S Chicago Street

Email: allied@allied-landscaping.com

City, State, Zip: Joliet, IL 60436

Vendor Contact: Rigo Herrera

Signature: 

Date: 10/11/2017

Printed Name: Margaret Plunk

Title: President

State of Illinois Chief Procurement Office General Services  
FORMS B Certifications and Disclosures  
V.15.2

IPB Reference Number 22041338

Date Created September 6, 2017

Print Form

SPO Determination Reference Number

Date Created

### SPO DETERMINATION FORM

#### STEP #1 AGENCY PROCUREMENT METHOD REVIEW AND APPROVAL

Agency Name THA - Toll Highway Authority

Estimated Cost of Procurement 2,329,469

Project Title THA: RR-17-4329 - Landscape Planting Improvements, Veterans Memorial Tollway M.P. 2.65 to 11.45

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 to be done under this Contract shall be started on or about December 22, 2017. All work under this Contract shall be completed by July 29, 2022. The work shall consist of installation of trees and shrubs within open space along the Tollway. Work also consists of providing three years of maintenance and monitoring of the installed trees and shrubs.

Critical Contract Dates December 22, 2017 and January 29, 2024

APO Signature verifying submission

Date September 6, 2017

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

Date September 6, 2017

**STEP #2 SOLICITATION REVIEW AND APPROVAL**

IPB Reference Number

22041338

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

APO Signature verifying submission

[Redacted Signature]

Date

September 6, 2017

SPO Signature verifying receipt

[Redacted Signature]

Date

[Redacted Date]

SPO Signature denying approval

[Redacted Signature]

Date

[Redacted Date]

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

[Redacted Comments]

**2.2. Agency's Re-Submission if Necessary**

APO Signature verifying re-submission

[Redacted Signature]

Date

[Redacted Date]

SPO Signature verifying receipt

[Redacted Signature]

Date

[Redacted Date]

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

SPO Signature approving Draft Solicitation

[Redacted Signature]

Date

September 6, 2017

Date Published

September 6, 2017

Date Opening

October 10, 2017

**STEP #3 AWARD REVIEW AND APPROVAL**

IPB Reference Number 22041338

**3.1. Agency's Request to Award**

Award Type	Contract Award Notice	Date Created	October 18, 2017
APO Signature verifying submission	[REDACTED]	Date	October 23, 2017
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

October 2017 Board Item: Allied Landscaping Corporation  
Award Amount: \$2,079,436.20  
Disclosures Approved: 10/13/17  
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	October 27, 2017
Date Published	October 19, 2017	Date Closing	November 2, 2017

**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

22041338

**4.1. Agency's Provision of Contract to SPO**

Contract Number

RR-17-4329

APO Signature verifying submission



Date

December 1, 2017

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



Date

December 1, 2017

## **PART III: CONTRACT REQUIREMENTS**

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

# AGREEMENT

**CONTRACT NO: RR-17-4329** (USE BLACK INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this day of 26th, October, 2017 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and Allied Landscaping Corporation

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

(\* DELETE ALL LINES THAT DO NOT APPLY)

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

## WITNESSETH:

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

## DESCRIPTION AND SCOPE OF WORK

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

## CONTRACT

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

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

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

# AGREEMENT

CONTRACT NO: RR-17-4329

(USE INK ONLY)

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

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

(\*DELETE ALL LINES THAT DO NOT APPLY)

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

## WITNESSETH:

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

### DESCRIPTION AND SCOPE OF WORK

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

### CONTRACT

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

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

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

**CONTRACT NO: RR-17-4329**

**CONTRACT BOND AGREEMENT**

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

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

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

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

**DEFINITIONS**

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

**TIME OF PERFORMANCE**

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

**CONTRACT END DATE**

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

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

**CONTRACT NO: RR-17-4329**

### **LIABILITY OF JOINT VENTURE**

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

### **PERFORMANCE OF THE WORK**

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

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

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

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

### **CONSIDERATION**

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

### **ASSIGNMENT**

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

**CONTRACT NO: RR-17-4329**

**COVENANT AGAINST CONTINGENT FEES**

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

**TERMINATION / CANCELLATION FOR NON-APPROPRIATION OF FUNDS**

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

**COMPTROLLER REQUIREMENTS FOR CONTRACTS**

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

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

**FREEDOM OF INFORMATION ACT**

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

**GOVERNING LAW; EXCLUSIVE JURISDICTION**

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

CONTRACT NO: RR-17-4329  
NOTICE

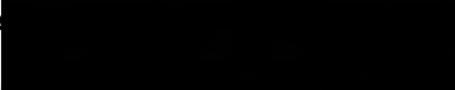
Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to Allied Landscaping Corporation at:

3197 S. Chicago St.  
Joliet, Illinois 60436

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.\*

Agree  \_\_\_\_\_  
President \_\_\_\_\_ Date 10/16/17

MARGARET PLUNK  
Printed Name as Signed Above

ATTEST  \_\_\_\_\_  
Secretary \_\_\_\_\_ (Seal)

TINA PLUNK QUIGLEY  
Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

 \_\_\_\_\_  
Robert S. [Redacted] Chairman/Greg Bedalov, Executive Director Date 12/14/17

APPROVED:  \_\_\_\_\_  
Michael Colsch, Chief Financial Officer Date 12/21/17

APPROVED:  \_\_\_\_\_  
Elizabeth Oplawski, Acting General Counsel Date 12/21/17

Approved as to Form and Constitutionality  
 \_\_\_\_\_  
Robert Lane, Attorney General, State of Illinois Date 12-5-2017

**CONTRACT NO: RR-17-4329  
NOTICE**

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to **Semper Fi Yard Service Inc.** at:

3197 S. Chicago St.  
Yorkville, Illinois 60560

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

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

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

Agreed By:

President

*MARGARET PLUNK*

Printed Name as Signed Above

10/16/17  
Date

**ATTEST:**

Secretary

*TINA L. QUIGLEY*  
Printed Name as Signed Above

(Seal)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**APPROVED:**

Robert Schillerstrom, Chairman/Greg Bedalov, Executive Director

Date

**APPROVED:**

Michael Colsch, Chief Financial Officer

Date

**APPROVED:**

Elizabeth Oplawski, Acting General Counsel

Date

Approved as to Form and Constitutionality

Robert Lane, Attorney General, State of Illinois

Date

**FORM A – FOR CORPORATIONS**

At a meeting on October 13<sup>th</sup>, 2017, the Board of Directors of

**ALLIED LANDSCAPING CORPORATION** adopted the following Resolution:  
(Name of Corporation)

“BE IT RESOLVED that MARGARET PLUNK  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

**ALLIED LANDSCAPING CORPORATION**

(Name of Corporation)

to execute the contract and any and all contract modifications or documentation

in connection with The Illinois State Toll Highway Authority’s Contract

No. RR-17-4329.”

I, **TINA M QUIGLEY**, 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)

October 16<sup>th</sup>  
Date

\_\_\_\_\_  
Secretary  
**Tina M Quigley**

**FORM A – FOR CORPORATIONS**

At a meeting on October 13<sup>th</sup>, 2017, the Board of Directors of

**ALLIED LANDSCAPING CORPORATION** adopted the following Resolution:  
(Name of Corporation)

“BE IT RESOLVED that RIGOBERTO HERRERA  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

**ALLIED LANDSCAPING CORPORATION**  
(Name of Corporation)

to execute the contract and any and all contract modifications or documentation  
in connection with The Illinois State Toll Highway Authority’s Contract  
No. RR-17-4329.”

I, TINA M QUIGLEY, 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)

October 16<sup>th</sup>  
Date

  
Secretary  
**Tina M Quigley**

ACTION BY SOLE DIRECTOR OF

ALLIED LANDSCAPING CORPORATION

I, the undersigned, being and constituting the sole Director of

ALLIED LANDSCAPING CORPORATION

an Illinois corporation, do hereby take the following action without a meeting, pursuant to the authority of the Illinois Business Corporation Act, as follows:

I do hereby adopt the following resolutions:

WHEREAS, Margaret Plunk has been nominated to serve as President and Tina M. Quigley as Secretary of Allied Landscaping Corporation for the fiscal year ended March 31, 2018.

BE IT RESOLVED, that Margaret Plunk and Tina M. Quigley are elected as President and Secretary, respectively.

Dated this 3rd day of March, 2017



Margaret Plunk

Being the owner of record of all of the shares of said corporation.







**ADDITIONAL REMARKS SCHEDULE**

AGENCY Cottingham & Butler		NAMED INSURED Allied Landscaping Corp. 3197 S. Chicago St. Joliet IL 60436-8508	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

forms WC0000A (4-92) and WC0001 13 apply.  
Waiver of subrogation in favor of the additional insureds applies to the general liability, auto liability and workers' compensation apply.  
Umbrella coverage follows underlying policies.  
Additional insureds also apply to the Pollution Liability policy per the attached endorsements.

If the policies are cancelled for any reason other than non-payment of premium, a 30 day written notice of cancellation will be mailed to the certificate holder by the carrier.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If Physical Damage Coverage is provided by this coverage form for an "auto" you own, the Physical Damage Coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. BLANKET ADDITIONAL INSURED

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

#### C. EMPLOYEES AS INSURED

The following is added to the Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes In General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSURED

Section II - Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

Section II - Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in Section II Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

Section III - Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

Section III - Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance provision under Section III - Physical Damage Coverage.

#### M. HIRED AUTO PHYSICAL DAMAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

#### N. AUTO LOAN OR LEASE COVERAGE

Section III - Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease, and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### O. PERSONAL PROPERTY OF OTHERS

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### P. PERSONAL EFFECTS COVERAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### R. RENTAL REIMBURSEMENT

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage - Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

**S. AIRBAG COVERAGE**

Section III - Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph C. Limit Of Insurance of Section III - Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

**U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

Section III - Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

**V. WAIVER OF DEDUCTIBLE - GLASS REPAIR OR REPLACEMENT**

Section III - Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

**W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

Section IV - Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph A. Loss Conditions of Section IV Business Auto Conditions is deleted in its entirety and replaced with the following.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

Section IV - Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

Section V - Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Allied Landscaping Corp.  
POLICY NO. 4D9863118

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Section II – Who Is An Insured is amended to include as an additional insured:**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. 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" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**C. 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 described in Paragraph A.1.; 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.

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

**Primary and Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) 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.

**E. All other terms and conditions of this policy remain unchanged.**

Allied Landscaping Corp.  
POLICY NUMBER: 4D9863118

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization:

As required by written contract

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

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

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

Allied Landscaping Corp.  
Policy 4H9863118

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
**(Ed. 4-84)**

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT**

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

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

Endorsement Effective 08-22-2015

Policy No. 4H9863116

Endorsement No.

Insured Allied Landscaping Corporation

Premium \$

Insurance Company Employers Mutual Casualty Company

Countersigned By \_\_\_\_\_

**WC 00 03 13**  
**(Ed. 4-84)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The Illinois State Toll Highway Authority together with its officials, directors and employees; The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, Construction Manager, and Construction Corridor Manager	Construction Contract RR-17-4329 Veterans Memorial Tollway (I-355) from M.P. 2.65 to M.P. 11.45
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – 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:**

As required by project Construction Contract RR-17-4329 Veterans Memorial Tollway (I-355) from M.P. 2.65 to M.P. 11.45

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The Illinois State Toll Highway Authority together with its officials, directors and employees; The Consulting Engineer, the Program Management Office (PMO), Project Manager, Design Section Engineer, Design Corridor Manager, <del>Construction Manager, and Construction</del> Corridor Manager	Construction Contract RR-17-4329 Veterans Memorial Tollway (I-355) from M.P. 2.65 to M.P. 11.45
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I - Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If Physical Damage Coverage is provided by this coverage form for an "auto" you own, the Physical Damage Coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. BLANKET ADDITIONAL INSURED

Section II - Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

#### C. EMPLOYEES AS INSURED

The following is added to the Section II - Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes in Covered Autos Liability Coverage

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes in General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II - Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSURED

Section II - Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

Section II - Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in Section II Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

Section III - Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

Section III - Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.f.b. of the Limits Of Insurance provision under Section III - Physical Damage Coverage.

#### M. HIRED AUTO PHYSICAL DAMAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

#### N. AUTO LOAN OR LEASE COVERAGE

Section III - Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### O. PERSONAL PROPERTY OF OTHERS

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### P. PERSONAL EFFECTS COVERAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### R. RENTAL REIMBURSEMENT

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage - Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

**S. AIRBAG COVERAGE**

Section III - Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph C. Limit Of Insurance of Section III - Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

**U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

Section III - Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

**V. WAIVER OF DEDUCTIBLE - GLASS REPAIR OR REPLACEMENT**

Section III - Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

**W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

Section IV - Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph A. Loss Conditions of Section IV Business Auto Conditions is deleted in its entirety and replaced with the following:

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

Section IV - Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

Section V - Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Allied Landscaping Corp.  
POLICY NO. 4D9863118

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS - PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Section II - Who Is An Insured is amended to include as an additional insured:**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products - completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. 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" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**C. 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 described in Paragraph A.1.; 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.

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

**Primary and Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) 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.

**E. All other terms and conditions of this policy remain unchanged.**

Allied Landscaping Corp.  
POLICY NUMBER: 4D9863118

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Person Or Organization: As required by written contract
--

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

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

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

Allied Landscaping Corp.  
Policy 4H9863118

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT**

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

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

Endorsement Effective 08-22-2015

Policy No. 4H9863116

Endorsement No.

Insured Allied Landscaping Corporation

Premium \$

Insurance Company Employers Mutual Casualty Company

Countersigned By \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

**CHUBB**

Illinois Union Insurance Company  
Chicago, Illinois

**Contractors Pollution Liability  
Insurance Policy**

**Occurrence Based Liability  
Coverage**

**Declarations**

This Policy is issued by the stock insurance company identified above (hereinafter *the Insurer*).

THIS POLICY PROVIDES FIRST-PARTY COVERAGE ON A DISCOVERED AND REPORTED BASIS, WHICH COVERS ONLY POLLUTION CONDITIONS AND SITE ENVIRONMENTAL CONDITIONS, AS APPLICABLE, FIRST DISCOVERED AND FOR WHICH AN EMERGENCY CLAIM IS REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR WITHIN THIRTY DAYS THEREAFTER. THIS POLICY ALSO PROVIDES COVERAGE FOR EMERGENCY RESPONSE COSTS THAT IS LIMITED BY MORE SPECIFIC REPORTING CRITERIA AND COVERS ONLY EMERGENCY RESPONSE COSTS INCURRED, AND REPORTED TO THE INSURER, IN WRITING, WITHIN THE SPECIFIC TIMING REQUIREMENTS IDENTIFIED IN THIS POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE YOUR RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND SHALL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Policy No.: CPY G46828732 001	Renewal of: NEW
Item 1.	First Named Insured: Allied Landscaping Corp.
	Address: 3197 S Chicago St Joliet, Illinois 60436-8508

Coverages Purchased: Coverage A -  Coverage B -

Item 2.	Policy Period: (Local Time of the Address Shown in Item 1., above.)	Policy Inception Date:	Policy Expiration Date:
		10/23/2017 12:01 A.M.	10/23/2019 12:01 A.M.
Item 3.	Limits of Liability:	a. \$ 2,000,000	Per Pollution Condition or Site Environmental Condition Limit of Liability
		b. \$ 2,000,000	Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Site Environmental Conditions

**Mancillas, Pam**

**From:** Rigo Herrera <allied@allied-landscaping.com>  
**Sent:** Wednesday, November 22, 2017 11:21 AM  
**To:** Mancillas, Pam  
**Cc:** Nava, Elvia; Lanzo, Paul  
**Subject:** RE: Construction Contract RR-17-4329  
**Attachments:** RR-17-4329 RevisedT-5\_Agreement Signature Page 11222017.pdf

Pam,

Attached please find the revised T-5 page as per your request. Also, as I mentioned to Ms. Elvia Nava, we acknowledge the contract number typo on the C&B insurance letter.

Sorry for the inconvenience of these mistakes.

Thanks for all your help.

*Rigo Herrera*

Senior Estimator/Project Manager

Allied Landscaping Corporation | Allied Nursery, Inc.

197 S. Chicago Street | Joliet, Illinois 60436

Phone: 815.722.3924 ext. 18 | Fax: 815.722.5148 | Cell: 815.325.7143

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**From:** Mancillas, Pam [<mailto:pmancillas@getipass.com>]

**Sent:** Tuesday, November 21, 2017 2:29 PM

**To:** [allied@allied-landscaping.com](mailto:allied@allied-landscaping.com)

**Cc:** Nava, Elvia; Lanzo, Paul

**Subject:** Construction Contract RR-17-4329

Hello Margaret,

During my review of your Construction Contract RR-17-4329 I noticed the T-5 page lists Semper Fi Yard Service Inc. as the contractor. Please replace with the attached T-5 Agreement page identifying Allied Landscaping Corporation. Please sign and email back to me for further processing.

In addition, there is a typo on the letter from C&B Insurance. The contract number should be RR-17-4329. I will use this email as notification that you are aware of the typo. Please let me know if you have any questions.

Thank you so much,

Pamela A. Mancillas

PMO Team- Engineering Contract Services

The Illinois State Toll Highway Authority

2700 Ogden Avenue

Downers Grove, Illinois 60515

Tel-630-241-6800 x 3880

Email: [pmancillas@getipass.com](mailto:pmancillas@getipass.com)

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. Your receipt of this message is not intended to waive any

Item 4.	Self-insured Retention	<p><b>a. General Policy Retention</b> \$ 10,000 Per Pollution Condition or Site Environmental Condition</p> <p><b>b. Exposure-Specific Catastrophe Management Retention</b>  <input type="checkbox"/> If checked No Exposure-Specific Retention applies.            \$ 10,000 Per Pollution Condition or Site Environmental Condition</p>	
Item 5.	Premium: In U.S. Dollars	<p>\$6,250</p> <p>(25 % of this premium shall be minimum-earned as of the first day of the Policy Period indicated in Item 2., above. However, any unearned premium, if any, shall be deemed immediately earned in the event a "claim" is first made against an "insured", or a "pollution condition" or "site environmental condition" is first discovered by an "insured", during the "policy period", to which this insurance may apply, in whole or in part).</p>	
Item 6.	Covered Operations:	<p>Contracting operations performed by or on behalf of the Named Insured.</p> <p><input type="checkbox"/> if checked here, schedule of Covered Operations is designated via endorsement.</p>	
Item 7.	Producer: Name & Address	<p>Cottingham &amp; Butler Insurance Service Inc 1770 Park Street Suite 210 Naperville, Illinois 60563</p>	
Item 8.	a. Notice of Claim or Pollution Condition		b. All other Notices
Notices	<p>Chubb Environmental Claims Manager Chubb USA Claims P.O. Box 5103 Scranton, PA 18505-0510 Fax: (866) 635-5687</p> <p>First Notice Fax: (800) 951-4119 First Notice Email: <a href="mailto:CasualtyRiskEnvironmentalFirstNotice@chubb.com">CasualtyRiskEnvironmentalFirstNotice@chubb.com</a></p>		<p>Environmental Underwriting Officer Chubb Environmental P.O. Box 1000 436 Walnut Street - WA 07A Philadelphia, PA 19106</p>
		<p>Environmental Incident Alert 24 Hour Emergency Response Hotline</p>	<p>1-888-310-9553</p>

- B. The Insurer shall have the right to select legal counsel to: 1) represent the "insured" for the investigation, adjustment, and defense of any "claims" covered pursuant to this Policy; and 2) assist the "insured" with clarifying the extent of, and to help minimize, any "emergency response costs". Selection of legal counsel by the Insurer shall not be done without the consent of the "insured"; such consent shall not be unreasonably withheld.

In the event the "insured" is entitled by law to select independent counsel to defend itself at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer shall pay to that counsel are limited to the rates the Insurer actually pays to counsel that the Insurer normally retains in the ordinary course of business when defending "claims" or lawsuits of similar complexity in the jurisdiction where the "claim" arose or is being defended. In addition, the "insured" and the Insurer agree that the Insurer may exercise the right to require that such counsel: 1) have certain minimum qualifications with respect to their competency, including experience in defending "claims" similar to those being asserted against the "insured"; 2) maintain suitable errors and omissions insurance coverage; 3) be located within a reasonable proximity to the jurisdiction of the "claim"; and 4) agree in writing to respond in a timely manner to the Insurer's requests for information regarding the "claim". The "insured" may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

- C. The "insured" shall have the right and the duty to retain a qualified environmental consultant or "catastrophe management firm" to: 1) perform any investigation and/or remediation of any "pollution condition" or "site environmental condition" covered pursuant to this Policy; or 2) perform "catastrophe management services" covered pursuant to this Policy, respectively. The "insured" must receive the consent of the Insurer prior to the selection and retention of any such environmental consultant or "catastrophe management firm", except in the event of an "emergency claim" that results in "emergency response costs".
- D. "Legal defense expenses" reduce the Limits of Liability identified in the Declarations to this Policy, and, unless specifically stated otherwise herein, any applicable Limits or Sublimits of Liability identified in any endorsement hereto. "Legal defense expenses" shall also be applied to the "self-insured retention".
- E. The Insurer shall present all settlement offers to the "insured". If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable "self-insured retention", is within the Limits of Liability, and does not impose any additional unreasonable burdens on the "insured", and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. Thereafter, the "insured" shall defend such "claim" independently and at the "insured's" own expense. The Insurer's liability shall not exceed the amount for which the "claim" could have been settled if the Insurer's recommendation had been accepted, exclusive of the "self-insured retention".

#### IV. COVERAGE TERRITORY

The coverage afforded pursuant to this Policy shall only apply to "covered operations" and "transportation" performed, and "claims" made, within the United States of America.

#### V. DEFINITIONS

- A. "Additional insured" means:
1. Any person or entity specifically endorsed onto this Policy as an "additional insured", if any. Such "additional insured" shall maintain only those rights that are specified by endorsement to this Policy; and
  2. All clients, or other persons or entities, which a "named insured" is required by written contract or agreement with its client to secure such coverage, but solely with respect to "covered operations", "completed operations" or "transportation" performed for that client (hereinafter Client Additional Insureds). Such Client Additional Insureds are covered solely with respect to their vicarious liability for a monetary judgment, award or settlement of compensatory damages to which this insurance applies.
- B. "Adverse media coverage" means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the "insured" with respect to its income, reputation, community relations, public confidence or good will.
- C. "Bodily injury" means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom, and any prospective medical monitoring costs that are intended to confirm any such physical injury, illness or disease.
- D. "Catastrophe management costs" means reasonable and necessary expenses approved by the Insurer, in writing, except for those expenses incurred during the same seven (7) day period associated with "emergency response costs", which have been incurred by the "insured" for the following:



**Cottingham & Butler**

C&B Insurance | SISCO | HealthCorp | Safety Management

Established 1887

November 7, 2017

The Illinois State Toll Highway Authority Risk Management  
2700 Ogden Avenue  
Downers Grove, Il. 60515

RE: Allied Landscaping Corp.  
Contract RR-17-4392  
Landscape Planting Improvements

Dear Ms. Nava,

This letter is to certify that our agency, Cottingham & Butler, is the current agent for Allied Landscaping Corp. and are the direct, binding agent with EMC Insurance Company and National Union Insurance.

We have reviewed the insurance provisions as received by Allied Landscaping Corp, and attest that all provisions of the accepted certificates of insurance and policy binders have been obtained, and all endorsements indicated in your requirements have been secured from the insurance carriers.

Should you need any additional information, please don't hesitate to contact our office.

Sincerely

  
L. Mark Spangler  
Vice President

John E. Butler, CPCU  
David O. Becker  
Dean E. Fair, CPCU, ARM  
John J. Ottavi, CPCU  
Christopher D. Pasick, CPCU, ARM  
Joseph L. Broderick, INS, AIC  
Atask K. Fitzgerald, CPCU, ARM, AU, AIA  
David J. Fianston, CSP  
John M. Link, CPCU  
Richard V. McKay, CPCU  
Jane L. Mueller, ARM  
Larry J. Medder  
Bradley J. Plummer, CPCU  
L. Mark Spangler

Timothy R. Alexander  
Jeffrey K. Bait, AAI  
Robert D. Barton  
Kim K. Beck, CIC, AAI  
D. Paul Bell  
Jamie R. Bishop  
Jennifer D. Bockensiedt  
Paul E. Butler  
Karen T. Chadwick, CPCU, AIA, ARM  
Luca A. DeVecchi, AIC  
Jason S. Dollins  
Paul J. Donovan, CIC, AAI  
Robynn S.S. Evans, JB  
Nevin W. Felderman  
Matt M. Ferris, AU  
Dean R. Gilkes, CEBS  
C. Joseph Gosney  
Terrence D. Greenwood  
Jeffery L. Gilfish  
James C. Hall, MD, FACOG  
James A. Hermans, AIC  
Helene M. Hiji, CEBS  
Brenda K. Hoeller  
Robert J. Hohmann  
Donald E. Holley  
Chad M. Hoppenjan, COS  
Mark D. Kuzemak  
Jason M. Knockel, CIC, AAI  
Vickie L. LaGrotta  
Eric R. Larsen  
Angie K. Lung  
Trent L. Marling  
Tammy A. McClain, HIA  
Jeffrey K. McCombs, MS, CIH, CSP  
Rebecca J. Miller, AAI, AFI, AIA  
Kara L. Murray  
Katherine M. O'Connor  
Brad R. Parks  
Jason M. Patrick  
Linda M. Perry  
Nicole J. Pfeiffer  
Julie M. Ross, CPCU, ARM, AIA, CIC  
Dale J. Sabers, CSP  
Tom J. Schroeder  
Krista L. Sigman  
Jared M. Sigwalt, AAI, AU  
Richard A. Sigwalt, CEBS, CQM  
Kevin E. Smith, CIC, AAI  
Sandy K. Stelken  
Daniel P. Unmacht, AIC, AIM  
Jamie L. Vaassen, AU  
John B. Van Dyke  
Scott A. Voeltinger  
Christopher B. Vogel, CIC, AAI

www.cb-sisco.com



C&B INSURANCE  
300 Security Building  
P.O. Box 28  
Dubuque, IA 52004-0028  
(563) 587-5000  
(800) 793-5235  
Facs (563) 583-7339

C&B INSURANCE  
1770 Park Street  
Suite 210  
Naperville, IL 60563  
(630) 420-3400  
(800) 509-4302  
Facs (630) 420-8520

SISCO (P/C CLAIMS)  
300 Security Building  
P.O. Box 28  
Dubuque, IA 52004-0028  
(563) 587-5000  
(800) 793-5235  
Facs (563) 587-5200

SISCO (BENEFITS)  
300 Security Building  
P.O. Box 389  
Dubuque, IA 52004-0389  
(563) 587-5000  
(800) 457-4726  
Facs (563) 587-5500

SAFETY MANAGEMENT  
300 Security Building  
P.O. Box 28  
Dubuque, IA 52004-0028  
(563) 587-5000  
(800) 793-5235  
Facs (563) 587-5514

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-4329

PERFORMANCE BOND

Bond No. ASA1928-9951

KNOW ALL PERSONS BY THESE PRESENTS, That we, Allied Landscaping Corporation,  
(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 Hudson Insurance Company  
(Name of Surety)

a corporation organized and existing under the laws of the State of Delaware 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 Two Million Seventy Nine Thousand Four Hundred Thirty Six Dollars and Twenty Cents (\$2,079,436.20), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract RR-17-4329 Landscape Planting Improvements Veterans Memorial Tollway (I-355)

(Insert Contract Number and Description)

from M.P. 2.65 to M.P. 11.45

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 17th day of October, 2017.

Surety Hudson Insurance Company

Principal Allied Landscaping Corporation

Address 100 William Street

Address 3197 S. Chicago St.

New York, N.Y. 10038

Joliet, Il. 60436

By

(Seal)

Attorney In Fact

By

(Signature)

(Seal)

MARGARET PLUNK / SECRETARY PRESIDENT M.P.  
(Name & Title)

Agent for  
Surety Cottingham & Butler

Attest \_\_\_\_\_

Address 1770 Park Street

Corporate Secretary

Naperville, Il. 60563

(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)

STATE OF Illinois

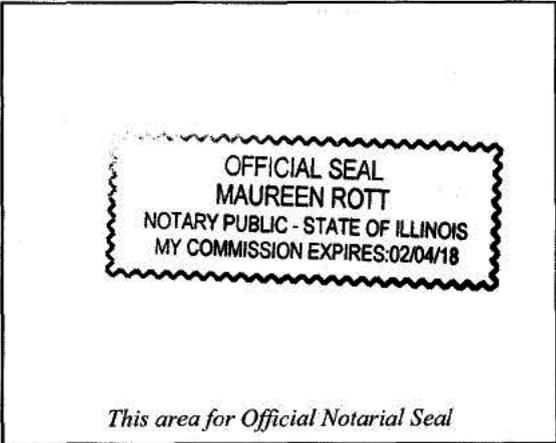
COUNTY OF Kendall

On 10-17-17, before me, Maureen Rott  
(here insert name and title of the officer), personally appeared Dawn-Denise Szpisjak

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (SEAL)  
Maureen Rott



**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Performance Bond  
\_\_\_\_\_  
TITLE OF TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_



POWER OF ATTORNEY

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

Lewis Mark Spangler, Lynn M. Blaylock, Dawn-Denise Szpisjak and Maureen Rott

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

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly attested, on this 27th day of July, 2012 at New York, New York.



HUDSON INSURANCE COMPANY



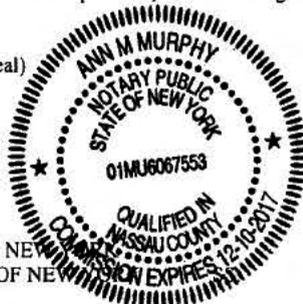
Christopher T. Suarez Executive Vice President

Attest... Dina Daskalakis Assistant Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 27th day of July, 2012 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such a true and correct copy that it may be affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

STATE OF NEW YORK COUNTY OF NEW YORK

CERTIFICATION

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

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

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

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

In Witness the hand of the undersigned and the seal of said Corporation this 17th day of October, 2012.



By: [Redacted Signature] Dina Daskalakis, Assistant Corporate Secretary

STATE OF Illinois

COUNTY OF Will

On 10-17-17, before me, Renee Hill (Notary Name),  
(here insert name and title of the officer), personally appeared Margaret Plunk / President

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(SEAL)



**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
President  
TITLE(S) \_\_\_\_\_
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Performance Bond  
TITLE OF TYPE OF DOCUMENT \_\_\_\_\_

2  
NUMBER OF PAGES \_\_\_\_\_

October 17, 2017  
DATE OF DOCUMENT \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-17-4329

PAYMENT BOND

Bond No. ASA1928-9951

KNOW ALL PERSONS BY THESE PRESENTS, That we, Allied Landscaping Corporation,  
(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 Hudson Insurance Company  
(Name of Surety)

a corporation organized and existing under the laws of the State of Delaware 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 Two Million Seventy Nine Thousand Four Hundred Thirty Six Dollars and Twenty Cents (\$2,079,436.20), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

Contract RR-17-4329 Landscape Planting Improvements Veterans Memorial Tollway (I-355)

(Insert Contract Number and Description)

from M.P. 2.65 to M.P. 11.45

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 17th day of October, 2017.

Surety Hudson Insurance Company

Principal Allied Landscaping Corporation

Address 100 William St.

Address 3197 S. Chicago St.

New York, N.Y. 10038

Joliet, Il. 60436

By   
(Seal) Attorney in Fact

By   
(Seal)

MARGARET PLUNK / PRESIDENT  
(Name & Title)

Agent for  
Surety Cottingham & Butler

Attest \_\_\_\_\_  
Corporate Secretary

Address 1770 Park Street

Naperville, Il. 60563

(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)

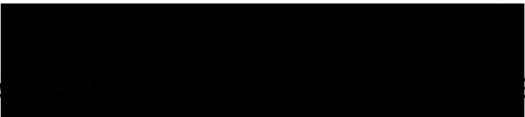
STATE OF Illinois

COUNTY OF Kendall

On 10-17-17, before me, Maureen Rott  
(here insert name and title of the officer), personally appeared Dawn-Denise Szpisjak

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (SEAL)  
Maureen Rott



**OPTIONAL**

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**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
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- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Payment Bond  
\_\_\_\_\_  
TITLE OF TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_



POWER OF ATTORNEY

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Lewis Mark Spangler, Lynn M. Blaylock, Dawn-Denise Szpisjak and Maureen Rott

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

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

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly signed, on this 27th day of July, 2012 at New York, New York.



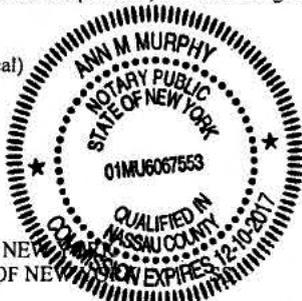
Attest: Dina [Redacted] Assistant Corporate Secretary

HUDSON INSURANCE COMPANY [Redacted] Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 27th day of July, 2012 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this 17th day of October 2012



By: [Redacted] Dina Daskalakis, Assistant Corporate Secretary

