

RESOLUTION NO. 22111

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4472 for Landscape Planting Improvements on the Tri-State Tollway (I-94) between Mile Post 1.50 (IL Route 173) and Mile Post 11.50 (IL Route 120). The lowest responsive and responsible bidder on Contract No. RR-19-4472 is Lizzette Medina & Co. dba Lizzette Medina Landscape Management in the amount of \$1,268,001.50.

**Resolution**

Contract No. RR-19-4472 is awarded to Lizzette Medina & Co. dba Lizzette Medina Landscape Management in the amount of \$1,268,001.50, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Approved by: \_\_\_\_\_  
Chairman

**RETURN WITH BID**

**SMALL BUSINESS SET-ASIDE**

**CONTRACT RR-19-4472**

**LANDSCAPE PLANTING IMPROVEMENTS  
TRI-STATE TOLLWAY (I-94)  
ILLINOIS ROUTE 173 TO ILLINOIS ROUTE 120  
MILE POST 1.50 TO MILE POST 11.50**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**

**REQUIRED DOCUMENTS**

**ADDENDUM NO. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-19-4472  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: August 14, 2020**

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, **August 27, 2020.**

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on July 28, 2020 are included in this Addendum.
2. Responses to questions received from the Plan Holders are included in this Addendum.



# Capital Program

## PRE-BID MEETING MINUTES

**MEETING PURPOSE:** [Optional Pre-Bid Meeting - Contract RR-19-4472  
Tri-State Tollway (I-94)  
Landscape Planting Improvements]

**MEETING DATE:** [July 28, 2020]

**MEETING TIME:** [10:00 AM]

**CHAIRPERSON:** [Frank Fratto/Contract Analyst]

**LOCATION:** [WebEx Seminar ]

**TO:**

<u>Names</u>	<u>Initials</u>	<u>Organization / Title</u>
Eric Occomy	EC	Procurement / Chief of Contract Services
Brenda Chagoya	BC	Procurement / Deputy Chief of Procurement
Frank Fratto	FF	Procurement /Contract Analyst
Angela Arrington-Jones	AAJ	Procurement / Chief of Contract Compliance
Sainey Jobe	SJ	Procurement / Deputy Chief of Contract Compliance
Rick Hanba	RH	Engineering / Project Manager
Donna Williams	DW]	Procurement/Procurement and Construction Services Manager
Laura Thompson	LT	Engineering / Construction Project Manager
Rick Wanner	RW	Senior Landscape Architect/2imGroup
Joseph Murphy	JM	Landscape Architect/2imGroup
Neal Phelps	NP	Construction Manager/2imGroup
Anthony Castagnoli	AC	Landscape Architect/2imGroup
Xianguyan "Mia" Dalton	XD	Landscape Designer/2imGroup
Jim Mayer	JM	PMO Design Manager
John Stevens	JS	PMO Construction Manager

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**TOPICS TO BE DISCUSSED:**

**1.0 Open: Welcome; Self-introduction by Procurement Representative**

**2.0 Self-Introduction of Attendees – State name and affiliation loudly for all to hear**  
(An electronic sign in sheet will be maintained and provided with the Meeting Minutes)

- 2.1 Tollway Procurement – Contract Services
- 2.2 Tollway Procurement – Contract Compliance
- 2.3 Tollway Diversity
- 2.4 Tollway Engineering Project Manager
- 2.5 Design Corridor Manager
- 2.6 Design Section Engineer
- 2.7 Construction Manager / Corridor Construction Manager
- 2.8 Other Attendees

**3.0 Brief Project Description (by Procurement Representative)**



# Capital Program

## PRE-BID MEETING MINUTES

- 3.1 Project Overview - The improvements to be constructed under this contract shall be performed along the Tri-State Tollway (I-94) between Mile Post 1.50 (IL Route 173) and Mile Post 11.50 (IL Route 120) in Lake County, Illinois. The work under this contract includes but is not limited to planting of balled and burlapped, and container grown trees and shrubs; maintenance and monitoring of installed trees and shrubs during the planting and extended establishment period; mowing, tree and shrub removal, weed control, pruning and mulching existing trees and shrubs, erosion and sediment control and seeding; maintenance of traffic operations.
- 3.2 Unique Project Elements
- 3.2.1 Mowing – there is a Mowing pay item (by acre) to prepare the sites for proposed plantings. After planting there is a Mowing Cycles pay item (by each cycle) to keep the areas around the woody plants mowed and trimmed. The Mowing Cycles are delineated in the plan sheets. The frequency and specifics for mowing are found in the special provision.
- 3.2.2 Plant substitutions are not permitted unless formally requested and authorized by the Engineer. If proof is submitted that any plant specified is not obtainable, a written request shall be submitted for consideration of the nearest equivalent size/variety with no increase of Contract Price. Such proof shall be submitted in writing and shall be subject to verification by the Engineer. Contractor shall submit a list of all sources contacted for each plant found to be unavailable. Cost of material is not a valid reason for claiming the material is unavailable. The Engineer is under no obligation to accept any proposed substitutions.
- 3.2.3 Planting area types – review the Planting Woody Plants closely to review the planting procedures for the scattered, dense and shrub planting areas.
- 3.2.4 Only shoulder closures are allowed for this work. The times closures are not allowed are as stated in the Maintenance of Traffic special provision.
- 4.0 **Advertisement Schedule** (*by Procurement Representative*)
- 4.1 Plan Holder Questions
- 4.1.1 Final Date for questions is August 4, 2020 at 2:00 p.m.
- 4.1.2 Plan Holder questions should be provided to **4354D.4472\_Questions@docs.e-builder.net** as identified on Page A-1 (**Note: the email address inadvertently did**



# Capital Program

## PRE-BID MEETING MINUTES

not include the hyphen between “e” and “builder” in the agenda & Powerpoint presentation; F. Fratto pointed this out in meeting.)

4.2 Bid Opening Date – August 27, 2020 at 10:30 a.m.

### 5.0 Compliance Goals *(by Procurement Representative)*

5.1 Disadvantaged Business Enterprise Program (DBE) – 22.0%

5.2 Veteran-Owned Small Business Program (VOSB) – 3%

5.3 Workforce

5.3.1 Equal Employment Opportunity (EEO)

- Minority - 19.6%
- Female - 6.9%

### 6.0 Diversity Programs - Overview of Available Programs *(by Diversity Representative)*

6.1 Earned Credit Program (ECP) Bid Credit Cap

6.2 Technical Assistance Program

6.3 Partnering for Growth (P4G)

6.4 Construction Works

### 7.0 Project Schedule *(by Engineering Project Manager)*

7.1 Anticipated Notice-to-Proceed

7.1.1 SP 104 - Notice To Proceed – **December 10, 2020**

7.1.2 SP 103.2 – Substantial Completion Date - The Contractor shall have completed all planting of woody plants and renovation of existing woody on or before **May 16, 2022**.

7.1.3 SP 103.1 – Contract Completion Date - The Contractor shall complete all work under this Agreement for the performance of Contract RR-19-4472 on or before 11:59 p.m. on **June 2, 2025**, and as specified in Article 108.05 of the Illinois Tollway Supplemental Specifications.

### 8.0 Special Items to Note *(by Design Section Engineer)*

8.1 Utility Relocation Status - The Contractor is responsible for verifying the nature and status of all utility relocation work prior to preparation of the Baseline Schedule. The Contractor shall take appropriate measures to ensure that construction operations do not interfere with utility facilities and relocation work. The Baseline Schedule shall reflect construction sequencing which coordinates with all utility relocation work. The Contractor shall be required to adjust the order of its work from time to time, to coordinate same with utility relocation work, and shall prepare revised Baseline Schedule(s) in compliance therewith as directed by the Engineer. *(There will not be any utility relocation work required for this contract; utility conflicts with proposed planting locations will be resolved by relocating the proposed plantings.)*

8.2 Property Acquisition Status *(There will not be any property acquisition work for this contract.)*



# Capital Program

## PRE-BID MEETING MINUTES

- 8.3 Permits including Right-of-Entry Permits
- 8.4 Coordination with Other Tollway Departments
- 8.5 Coordination with Railroads & Other Agencies
- 8.6 Coordination with Adjacent Municipalities
- 8.7 Coordination with Adjacent Contractors - The following Illinois Tollway projects in the vicinity of Contract RR-19-4472 may be under construction during the term of this Contract:
  - Contract RR-18-4382 – Bridge Widening Stearns School Road Bridge M.P. 7.5
  - Contract RR-19-4473 – Landscape Planting Improvements M.P. 11.5 to M. P. 22.
  
- 9.0 **Revisions to Contract/ Addenda (by Design Section Engineer)**
  - 9.1 Addendum 1 – Addendum #1 will go out around July 28<sup>th</sup>, 2020 and includes modifications of SP 107 Insurance and SP 126 Qualifications and Certifications.
  - 9.2 Addendum 2 – Addendum #2 will go out around August 11<sup>th</sup> and will include, but not be limited to these meeting minutes, any questions asked before August 4<sup>th</sup> at 2:00 pm.
  
- 10.0 **Responses to Plan Holder Questions (by Design Section Engineer)**
  - 10.1 Questions received to date – *none received prior to Pre-Bid meeting.*
  - 10.2 Future question responses – *to be included in Addendum #2.*
  
- 11.0 **Open Discussion / Questions**
- 12.0 **Questions Raised in Pre-Bid Meeting (via chat window):**
  - Is this a multiyear project meaning that it will include yearly maintenance?
  - This project is listed as U/SA, does that mean that the project is under \$2M and unbundled for small business?
  - The project is listed as U-\$0-10M unbundled, does that mean that you can bid on portions of the project as prime?
  
- 13.0 **Remaining Questions**
  - All remaining questions to be submitted to Tollway by August 4<sup>th</sup>, 2020 at 2 pm (see Section 4.0 above)
  
- 14.0 **Panelists in Meeting: (since done virtually, this was a snapshot of the panelist window)**
  - Alexander Karahalios – Illinois Tollway Diversity; tbailey@getipass.com
  - Carlos Tibbs –
  - Frank Fratto – Illinois Tollway Procurement; ffratto@getipass.com
  - Grace Gomez –
  - Jeff Schneberg – Illinois Tollway Landscape Architect; jeff.schneberg@getipass.com
  - Joseph Murphy – DSE: 2imGroup; [joe.m@2imgroup.com](mailto:joe.m@2imgroup.com)
  - Julia Shaw –
  - Michael Brink –
  - Mike Valentino – Illinois Tollway; mvalentino@getipass.com
  - Rick Hanba – Illinois Tollway Project Manager; rhanba@getipass.com
  - Tamela Reed – McClinton – Contract Compliance Analyst
  - Terrence Tounsel – Illinois Tollway; ttounsel@getipass.com
  - Brenda Chagoya –



# Capital Program

## PRE-BID MEETING MINUTES

15.0

o Faiq Aqueel – RME, Inc.; faqueel@rme-i.com  
**Additional (Potential) Meeting Attendees: (based on list of contacts from registration, not verified attendance since meeting was virtual)**

- o Eric Roberts – A2 Landscape Contractors; eroberts@a2contractors.com
- o Larry Bullock – US Minority Contractors Assoc.; larry.bullock@usminoritycontractors.org
- o Anthony Castagnoli – DSE: 2imGroup; Anthony.c@2imgroup.com
- o Xiangyun Dalton – DSE: 2imGroup; xiangyun.d@2imgroup.com
- o Rick Wanner – DSE: 2imGroup; rick.w@2imgroup.com
- o Neal Phelps – DSE/CM: 2imGroup; neal.p@2imgroup.com
- o Ricky O’Neal – GWO Trucking, Inc.; ricky@gwotrucking.com
- o Edward Lapinski – Mac Industrial; [elapinski@macis.us](mailto:elapinski@macis.us)
- o Tabatha Miles – Miles Development, Inc.; [tmiles@milesdevelopmentinc.com](mailto:tmiles@milesdevelopmentinc.com)
- o Richard Dobbins Jr. – Southside Roots; [Lawson@southsideroots.com](mailto:Lawson@southsideroots.com)
- o Juan Lopez – Martinez Frogs, Inc.; [jdlopez@martinezfrogs.com](mailto:jdlopez@martinezfrogs.com)
- o Kimberly Carter – Hygieneering, Inc.; [kcarter@hygieneering.com](mailto:kcarter@hygieneering.com)
- o Alicia Manjarrez – RME, Inc.; [amanjarrez@me-i.com](mailto:amanjarrez@me-i.com)
- o James Kowalewski – FH Paschen, Inc.; [jkowalewski@fhpaschen.com](mailto:jkowalewski@fhpaschen.com)
- o Juan Calahorrano – Hispanic American Construction Industry Association (HACIA); [jcalahorrano@haciaworks.org](mailto:jcalahorrano@haciaworks.org)
- o Matthew Cooper – [mhenrycooper@gmail.com](mailto:mhenrycooper@gmail.com)
- o Sue Garcia – [slgarcia@getipass.com](mailto:slgarcia@getipass.com)
- o Dr. Joe Puthen – Alert IT Solutions, Inc.; [jputhen@alertitsolutions.com](mailto:jputhen@alertitsolutions.com)
- o Mitch Holmer – Natural Creations Landscaping, Inc.; [mholmer@naturalcreationslandscaping.com](mailto:mholmer@naturalcreationslandscaping.com)
- o Bruce Washington – [bwashington@precisionms.com](mailto:bwashington@precisionms.com)
- o Mirion Green – GWO Trucking, Inc.; [info@gwotrucking.com](mailto:info@gwotrucking.com)
- o Lydia Lewis – [Lydia.lewis@bcclcinc.org](mailto:Lydia.lewis@bcclcinc.org)
- o Donna Williams – Illinois Tollway; [dmwilliams@getipass.com](mailto:dmwilliams@getipass.com)

[ ]

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**RR-19-4472 Tri-State Tollway (I-94). Landscape**  
**Planting Improvement Mile Post 1.5 to Mile Post 11.5**

Date: August 6, 2020

Re: Questions Received from Plan Holders

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**QUESTION #1** Is this a multiyear project meaning that it will include yearly maintenance?

**ANSWER #1** Yes, this is a multiyear project that includes planting work and maintenance work to establish the plantings.

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**QUESTION #2** This project is listed as U/SA, does that mean that the project is under \$2M and unbundled for small business?

**ANSWER #2** Yes, the project is under \$M and unbundled for small business.

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**QUESTION #3** The project is listed as U-\$0-10M unbundled, does that mean that you can bid on portions of the project as prime?

**ANSWER #3** No, bidders are required to bid on the whole project as prime.

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**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT RR-19-4472  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: August 3, 2020**

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, **August 27, 2020.**

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The following revised Special Provision pages are included in the Contract with this Addendum: iR, J-6R and J-13R.

**CHANGES TO THE CONTRACT REQUIREMENTS**

**CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #1**

Contract Requirements, Volume II, replace Page J-i with J-iR (attached).

This change contains the following revision:

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

**Change #2**

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

This change contains the following revision:

- 2.1. Added a revision of Article 107.27 (f)(6) modifying the Contractors Pollution Liability insurance requirements

**Change #3**

Contract Requirements, Volume II, replace Page J-13 with J-13R (attached).

This change contains the following revision:

- 3.1. Deleted the S.P. 126 QUALIFICATIONS AND CERTIFICATIONS requirements.

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**END OF ADDENDUM CHANGES**

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Replace Article 107.27 (f)(4) in its entirety with the following:  
"Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (3) above, not less than \$10,000,000 each occurrence and aggregate per project will be maintained by the Contractor."

107.27 (f)(5): delete

Replace Article 107.27 (f)(6) in its entirety with the following:  
"Contractor's Pollution Liability - limits of liability of not less than \$2,000,000 each pollution condition and \$2,000,000 general aggregate. This insurance shall be maintained for completed operations until final acceptance of Work."

**S.P. 107.1 ENGINEERING PROFESSIONAL LIABILITY**

NOT USED.

**S.P. 107.2 ENVIRONMENTAL PROTECTION**

NOT USED.

**S.P. 107.3 RAILROAD PROTECTIVE LIABILITY INSURANCE**

NOT USED.

**S.P. 108 INDEMNIFICATION**

In addition to indemnifying the Illinois Tollway under Article 107.26 of the Illinois Tollway Supplemental Specifications, the Contractor shall also indemnify and save harmless the Illinois Department of Transportation (IDOT), County of Lake, Townships of Newport and Warren; Villages of Wadsworth, Old Mill Creek and Gurnee and City of Waukegan. 2IM Group, LLC and all subconsultants, the Program Management Office (PMO) HNTB Corporation, General Engineering Consultant (GEC) WSP, Inc. and all their officers, agents and employees, in accordance with the indemnification requirements of Article 107.26 of said Illinois Tollway Supplemental Specifications.

**S.P. 109 WORKING HOURS AND PROSECUTION OF THE WORK**

***"Illinois Tollway Supplemental Specifications apply to this contract".***

The Contractor is to refer to Section 108 - PROSECUTION AND PROGRESS in the Illinois Tollway Supplemental Specifications.

Regardless of progress, the Contractor shall be required to prosecute the work without undue delays or extended time intervals between activities. The Contractor is expected to utilize a six-day work week and double shifts as required to complete The Work by the Contract Completion Date specified in S.P. 103.1, the Substantial Completion Date specified in S.P. 103.2 and in accordance with the hour restrictions provided in the Contract Documents.

The Contract Bonds shall contain a provision that they shall remain in full force and effect until substantial completion of The Work. Thereafter, the Contractor shall furnish and deliver to the Illinois Tollway a 1-year Performance Bond and Payment Bond at the beginning of each year of maintenance and monitoring phase work, agreeing to perform annual monitoring and maintenance work beginning upon substantial completion as specified in S.P. 103.2 for each year of the maintenance and monitoring phase of the project in accordance with all of the provisions of the contract; each in an amount equal to the remaining contract value. Said bonds shall be maintained on an annual basis in full force and effect until final acceptance of the work by the Illinois Tollway and thereafter warranty against defective work for a period of one (1) year as provided in Articles 109.08 and for the protection of the Illinois Tollway as provided in Articles 107.38 and 107.34.

- S.P. 124      RESERVED**
- S.P. 125      RESERVED**
- S.P. 126      QUALIFICATIONS AND CERTIFICATIONS**
- NOT USED



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## **PART I - INSTRUCTIONS**

**Bid Schedule and Information**

**SBSA A-1**

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

**NN-1**

**Construction Bid Checklist**

**CL-1 –thru CL-2**

**Instruction and information to Bidders**

**I-1 thru I-9**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR BIDS

Bid Schedule and Information for

**CONTRACT NO: RR-19-4472**

*Bids for the above numbered contract as described below will only be accepted electronically via BidBuy, the State of Illinois eProcurement System. The Illinois State Tollway Highway Authority (ISTHA) will no longer accept manual, hard copy bid submissions. All bid responses must be received PRIOR TO the bid opening at 10:30:00a.m., local time, August 27, 2020. All bidders are strongly encouraged to submit bids timely as the system will not accept late bid submittals. Bid results will be posted on the Tollway's on-line plan room <https://www.illinoistollwaybidding.com/>.*

An optional pre-bid meeting is scheduled for July 28, 2020 at 10:00 am via WebEx Seminar.

For assistance with registering in BidBuy or submitting electronic bids, please contact the BidBuy Vendor Help Desk at: [il.bidbuy@illinois.gov](mailto:il.bidbuy@illinois.gov) and /or phone: 866-455-2897.

The work to be done under this contract shall be started on or about December 10, 2020. All work under this contract shall be completed by June 2, 2025. The location of services to be performed on the Tri-State Tollway (I-94) between Mile Post 1.50/IL Route 173 and Mile Post 11.50/IL Route 120 in Lake County, Illinois. (Lake). The scope of the work shall consist of The work under this Contract includes, but is not limited to: Planting of balled and burlapped, bare root and container grown, trees and shrubs, maintenance and monitoring of installed trees and shrubs during the planting and extended establishment period, seeding and interseeding, mowing for interseeding preparation and maintenance mowing, tree and shrub removal, weed control, pruning and mulching existing trees and shrubs, erosion and sediment control, and maintenance of traffic operations..

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

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

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

Questions pertaining to the intent of the contract documents may be sent to the Illinois Tollway, attention 4354D.4472\_Questions@docs.e-builder.net, to be received no later than 2:00 p.m. local time on August 4, 2020.

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: July 21, 2020**

## NOTICE

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

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

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

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

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

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

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

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

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

#### **Joint Ventures are not allowed under the Small Business Program**

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

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

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

## Documents Required with the Bid

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

Required Documents	Reference Volume I	Comments and Important Information	Included with Bid ✓
Forms A (22 pages) or Forms B (3 or more)	Section N	Financial Disclosures Forms A or Forms B must be submitted with the bid or the bid will be considered non-responsive.	✓
<b>Disadvantaged Business Enterprise</b> <ul style="list-style-type: none"> <li>• DBE 2026-Utilization Plan</li> <li>• DBE 2025 (s)</li> <li>• DBE 2023 if needed</li> </ul>	Section I #27 DBE Special Provision	Required for all solicitations with DBE goals. The DBE 2025 form should be submitted with the bid. See DBE Special Provision for additional information. If goal is 0% the forms are not required.	✓
<b>Veteran Small Business Participation and Utilization</b> <ul style="list-style-type: none"> <li>• VOSB 2026-Utilization Plan</li> <li>• VOSB 2025 (s)</li> <li>• VOSB 2023 if needed</li> </ul>	Section I #28 VOSB Special Provision	Required for all solicitations with Veteran goals. The VOSB 2025 form should be submitted with the bid. See Veterans Special Provision for additional information. If goal is 0% the form is not required.	✓
<b>Equal Employment Opportunity EEO 1256</b>	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.	✓
<b>Optional Bid Credit Incentive Program Certificates</b>	Section I #30  Bid Credit Incentive Programs Special Provision	If Bid Credit is utilized, Bid Credit Certificates are required in bid submittal See Bid Credit Incentive Programs Special Provision for additional information	
Page P-1 with Addendum noted, Page P-2 with Bid Guaranty completed, Page P-3 completed with signatures, P-4	Section I #4 P-Pages	Fill in all available pay item prices with values of \$0.01 or greater.	✓

## Documents Required with the Bid

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

<b>Bid Bond or Bid Guaranty</b>	Page 2 and 3 of the "P" Pages	Must be submitted with bid or bid will be considered non-responsive. Bid bond must include Signature and Corporate Seal.	✓
<b>Preferences, Contacts and Affidavit</b>	Section R		✓
<b>Authority to Transact Business in Illinois - Secretary of State Certificate of Good Standing</b>	Section I #10	Current standing at the time of bid will be verified by the Tollway	✓
<b>Illinois Dept. of Human Rights (IDHR)</b>	A-1 Section I #25	IDHR # <b>139605-00</b> Current standing at the time of bid will be verified by the Tollway	✓
<b>Current Contractual Obligations</b>	Section S		✓
<b>Tollway Standard Terms &amp; Conditions</b>	Section TC		✓
<b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>	Section I #34		✓
<b>State Board of Election (BOE)</b>	Section I # 24	Current standing at the time of bid will be verified by the Tollway	✓

## The Following Will Be Verified by the Tollway for the Low Apparent Bidder

<b>Tollway to Transact Business in Illinois - Secretary of State Certificate of Good Standing</b>	Section I #10	If a Joint Venture, will be verified for each Joint Venture Partner.
<b>Illinois Dept. of Human Rights</b>	Section I #9 & #26	If a Joint Venture, will be verified for each Joint Venture Partner
<b>State Board of Elections</b>	Section I #25	If a Joint Venture, will be verified for each Joint Venture Partner

**Documents Required from Lowest Responsive/Responsible Bidder  
Upon Request from the Tollway**

(Notice of Intent e-mail will be sent requesting these items)

<b>Agreement</b>	Section T	Signatures and Corporate Seal
<b>Performance Bond</b>	Section U	Submit using Tollway form U-1 and U-2
<b>Payment Bond</b>	Section V	Submit using Tollway form V-1 & V-2
<b>Insurance</b>	Section I #16	
Evidence of authority of company representatives to execute the contract, such as Board of Directors' Minutes, or a resolution authorizing officers of the firm to execute the contract documents		
Certificates showing authorization to do business in Illinois if your firm is not an Illinois corporation.		
Any supplemental financial or experience information if requested by the Illinois Tollway.		
A completed Signature Authority Form designating any and all individuals to execute on behalf of the company any and all contract modifications or documentation		
A completed W-9 form if this is the first time the company is conducting business with the Tollway as a Prime Contractor. Please refer to the following link for the most current IRS W-9 form: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>		
A copy of your IRS Assignment/Acceptance Letter if this is the first time the company is conducting business with the Tollway as a Prime Contractor, or if it has been a long time since you have done work with the Tollway and have never provided the document.		
As applicable to the Contract, Proof of Certification from each firm listed on DBE Form(s) 2025 and or VOSB Form(s) 2025. Please refer to the Special Provision for Disadvantaged Business Enterprise Participation and the Veteran Small Business Participation and Utilization Plan for a list of Certifying Agencies accepted by the Tollway. Proof of Certification includes Original letter of Certification, Certification Certificate, or the company listing in the Certifying Agency's database.		

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

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

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

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

Before submitting a 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 Bids" (Page A-1). Answers, if any are given to such inquiries, will be in the form of Addenda and will be furnished to all Bidders in conformance with the Tollway Supplemental Specifications.

### **6. BID GUARANTY**

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

### **7. WAGE STIPULATIONS**

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

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

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

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

NOTE: 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>).

All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.

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

Effective July 16, 2014, the Prevailing Wage Act has been amended. Below is a summary of some of the important changes that may affect you:

- For each calendar month construction on a Tollway project occurs, a certified payroll must be filed **no later than the 15th** of the following month. Note that the Tollway's LCPTracker payroll reporting and monitoring system requires weekly reporting of certified payroll.
- Payroll records must be kept for 5 years from the date of last payment on a contract or subcontract.
- Any person who willfully files a false payroll is guilty of a Class A misdemeanor.
- Any person who willfully fails to create, keep, maintain, or **produce records as or when** required by the Act is guilty of a Class A misdemeanor.
- Any contractor or subcontractor convicted or found guilty of the above is subject to **automatic and immediate debarment** and prohibited from participating in any public works project for 4 years with no right to a hearing.

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

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

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

The bidder must complete and return the Non-Collusion Affidavit furnished with the Solicitation with their bid. In the event said Affidavit is found to be false in any respect, the Illinois Tollway may, at its option,

void this contract without liability on the part of the Illinois Tollway and in addition, the contractor and its surety or sureties shall be liable to the Illinois Tollway for any and all damages of every nature and description sustained, directly or indirectly, by the Illinois Tollway as a result of entering into contracts based upon, among other things, the execution of such false affidavit.

9. **AUTHORITY TO TRANSACT BUSINESS UNDER AN ASSUMED NAME**

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

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

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43. The Secretary of State Certification will be verified by the Tollway for the apparent low Bidder.

11. **TAX EXEMPTIONS**

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

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

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

12. **HAUL ROADS**

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

13. **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The bidder is required to acknowledge receipt of any addenda issued to the bidder by inserting the addendum number and the issuing date in the space provided in the solicitation.

14. **TOLLWAY POWER AND FUNDS**

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

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

15. **PAYMENT OF TOLLS**

The contractor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Tollway that the contractor has failed to pay any required tolls and associated fines, the Tollway is authorized to take steps necessary to withhold the amounts of unpaid tolls and fines from any payment due the contractor by the Tollway and/or other State of Illinois office, department, commission, board or agency.

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **RESERVED**

20. **COMPUTER GENERATED PAY ITEM PRICE PAGES FOR BIDS SUBMITTED IN ELECTRONICALLY 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 matches the final contract book P-Pages. When submitting a hard copy bid, in the event of a discrepancy between the spreadsheet schedule of prices from the online plan room, and the contract book P-Pages, the contract book P-Pages and addenda control and take precedence over the spreadsheet schedule of prices.

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

P-Page submittal responses should be submitted in an excel and PDF format.

21. **PUBLISHED PROCUREMENT INFORMATION:**

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

22. **PROTEST REVIEW OFFICE**

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

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

Email: [eec.legalstaff@illinois.gov](mailto:eec.legalstaff@illinois.gov)

Facsimile: (217) 558-1399

Illinois Relay: (800) 526-0844

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

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

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

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

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

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

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

26. **DISADVANTAGED BUSINESS PARTICIPATION**

See Special Provision for Disadvantaged Business Participation

27. **VOSB/SDVOSB PARTICIPATION**

See Special Provision for VOSB/SDVOSB Participation

28. **EQUAL EMPLOYMENT OPPORTUNITY**

See Special Provision for Equal Employment Opportunity.

29. **BID CREDIT INCENTIVE PROGRAMS**

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

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

Current Tollway Bid Credit Programs:

- **CONSTRUCTIONWORKS PROGRAM**

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

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

- **EARNED CREDIT PROGRAM**

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

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

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

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

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

30. **REPORTING OF COMMUNICATIONS WITH VENDORS**

Please note that written or oral communications received by the Tollway that imparts or requests material information or makes a material argument regarding potential action concerning this procurement may

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

31. **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.

32. **WEB-BASED PROJECT MANAGEMENT**

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

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

33. **SUBCONTRACTOR DISCLOSURE**

The bidder must identify, to the extent the information is known, the names, addresses and type of work for all sub-contractors that will be utilized in the performance of this contract together with the anticipated contract value each sub-contractor is expected to receive pursuant to this contract. The State may request updated information at any time. For purposes of this section, sub-contractor means a person or entity that enters into a contractual agreement with a person or entity who has a contract with the Illinois Tollway pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary Illinois Tollway contract. A person or entity is not a sub-contractor if that person only provides goods or supplies that are incidental to the performance of a contract by a person who holds the contract with the Illinois Tollway. In no event shall a sub-contractor be allowed to start work prior to approval by the Tollway.

34. **PROCUREMENT COMPLIANCE MONITORS**

Under Public Acts 96-0795, 96-0920 and 97-0895, Agency Procurement Compliance Monitors may review contract documents and any files or records related to procurements, and will report to the Chief Procurement Officer on procurement issues that may require action, and to further report on corrective action not taken by state personnel. Additionally, the Procurement Compliance Monitors may monitor the procurement process for appropriate actions and transparency.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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 Tollway 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.

40. **ACCEPTANCE OF SCANNED SIGNATURES**

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

41. **EXPATRIATED ENTITIES**

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

## PART II: Bid Requirements

Bid	Submit with Bid
Bid Listing All Addenda	Submit with Bid
Bid Bond	Submit with Bid
Forms A or Forms B Disclosures	Submit with Bid
Responsible Bidder Affidavit	Submit with Bid
Bidder Preferences	Submit with Bid
Bidder List of Individual Contacts	Submit with Bid
Affidavit	Submit with Bid
Current Contractual Obligations	Submit with Bid
Disadvantaged Business Enterprise DBE 2026, 2025 and DBE 2023 (if required)	Submit with Bid
Equal Employment Opportunity Program	Submit with Bid
Veteran Small Business Participation VOSB 2026, 2025 and VOSB 2023 (if required)	Submit with Bid
Bid Credit Program, if applicable	Submit with Bid
Illinois Tollway Standard Terms and Conditions	Submit with Bid
State Board of Election	Will be verified by Tollway
Illinois Department of Human Rights Number	Will be verified by Tollway
Secretary of State Certificate of Good Standing	Will be verified by Tollway

## Lake County Prevailing Wage Rates posted on 7/15/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
CEMENT MASON	All	ALL		46.72	48.72	2.0	1.5	2.0	2.0	10.90	25.35	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION TECHNICIAN	All	BLD		39.00	41.80	1.5	1.5	2.0	2.0	12.96	15.53	2.23	0.88	
ELECTRIC PWR EQMT OP	All	ALL		44.61	60.87	1.5	1.5	2.0	2.0	6.50	12.49	0.00	1.01	1.34
ELECTRIC PWR GRNDMAN	All	ALL		34.27	60.87	1.5	1.5	2.0	2.0	6.50	9.60	0.00	0.77	1.03
ELECTRIC PWR LINEMAN	All	ALL		53.63	60.87	1.5	1.5	2.0	2.0	6.50	15.02	0.00	1.21	1.61
ELECTRIC PWR TRK DRV	All	ALL		35.52	60.87	1.5	1.5	2.0	2.0	6.50	9.95	0.00	0.80	1.07
ELECTRICIAN	All	BLD		41.21	45.46	1.5	1.5	2.0	2.0	14.10	21.61	6.00	0.67	
ELEVATOR CONSTRUCTOR	All	BLD		58.47	65.78	2.0	2.0	2.0	2.0	15.73	18.41	4.68	0.63	
FENCE ERECTOR	All	ALL		44.42	46.42	1.5	1.5	2.0	2.0	13.68	15.40	0.00	0.65	
GLAZIER	All	BLD		46.35	47.85	1.5	2.0	2.0	2.0	14.79	22.67	0.00	1.26	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44	
LABORER	All	ALL		44.40	45.15	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
LATHER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		34.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		39.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MILLWRIGHT	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	52.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	2	50.80	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	3	48.25	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	4	46.50	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	5	55.85	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	

OPERATING ENGINEER	All	BLD	6	53.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	BLD	7	55.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	6	40.00	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	1	50.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	2	49.75	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	3	47.70	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	4	46.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	5	45.10	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	6	53.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	7	51.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
ORNAMENTAL IRON WORKER	All	ALL		51.63	54.13	2.0	2.0	2.0	2.0	14.23	22.25	0.00	1.25
PAINTER	All	ALL		48.30	54.34	1.5	1.5	1.5	2.0	12.51	14.24	0.00	1.87
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIIVER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92
PLASTERER	All	BLD		46.59	49.39	1.5	1.5	2.0	2.0	10.90	25.65	0.00	0.50
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35
ROOFER	All	BLD		45.45	49.45	1.5	1.5	2.0	2.0	10.88	13.31	0.00	0.91
SHEETMETAL WORKER	All	BLD		46.50	50.22	1.5	1.5	2.0	2.0	12.35	26.53	0.00	0.90
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.65	4.00	0.00	0.00
SPRINKLER FITTER	All	BLD		49.95	52.45	1.5	1.5	2.0	2.0	13.50	16.80	0.00	0.55
STEEL ERECTOR	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95
TRAFFIC SAFETY WORKER	All	HWY		36.75	38.35	1.5	1.5	2.0	2.0	7.95	8.20	0.00	0.75
TRUCK DRIVER	All	ALL	1	40.29	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15
TRUCK DRIVER	All	ALL	2	40.44	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15
TRUCK DRIVER	All	ALL	3	40.64	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15
TRUCK DRIVER	All	ALL	4	40.84	40.84	1.5	1.5	2.0	2.0	11.00	10.25	0.00	0.15

TUCKPOINTER	All	BLD		47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94
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**Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

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

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations LAKE 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,

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 - Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows:  
Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

#### TERRAZZO FINISHER

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

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

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

BID

CONTRACT NO. RR-19-4472

Bids will be received electronically via BidBuy, the State of Illinois eProcurement system. All Bids must be received by 10:30 a.m., August 27, 2020. The system will not accept Bids after the deadline. Bids will be immediately thereafter publicly opened online and read aloud.

TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

The work to be done under this contract shall be started on or about December 10, 2020. All work under this contract shall be completed by June 2, 2025. The location of services to be performed on the Tri-State Tollway (I-94) between Mile Post 1.50/IL Route 173 and Mile Post 11.50/IL Route 120 in Lake County, Illinois. (Lake). The scope of the work shall consist of The work under this Contract includes, but is not limited to: Planting of balled and burlapped, bare root and container grown, trees and shrubs, maintenance and monitoring of installed trees and shrubs during the planting and extended establishment period, seeding and interseeding, mowing for interseeding preparation and maintenance mowing, tree and shrub removal, weed control, pruning and mulching existing trees and shrubs, erosion and sediment control, and maintenance of traffic operations..

The undersigned declares that the Advertisement for 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>8/3/2020</u>
Addendum No. <u>2</u>	Date <u>8/14/2020</u>
Addendum No. _____	Date _____
Addendum No. _____	Date _____

The undersigned further agrees to furnish all necessary transportation, machinery, equipment, tools, labor and other means of construction; and to do all the work and to furnish all of the materials specified in the contract in the manner and at the times prescribed under the supervision and direction of the Tollway 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 CHASE Bank, for \$58,301.00, payable to The Illinois State Toll Highway Authority, or
- (b) A Bid Bond in favor of the Authority for \$\_\_\_\_\_, 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 Tollway, 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 Tollway, or if a bid bond has been submitted, the principal amount of said bid bond shall become immediately due and payable to the Tollway; 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-19-4472, hereby stipulates that, if awarded a contract on said bid, it will pay the laborers, mechanics and other workers who are employed in the performance of such work hourly wages not less than the minimum hourly wages stated in the instructions to bidders; and that its computations in arriving at said bid are based on hourly wages not less than those stated in the instructions to bidders; and that if a contract be entered into under said bid, the minimum hourly wage rates stated in the instructions to bidders shall become and be a part of said contract as provided by law.

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

On the acceptance of this bid for said work, the undersigned will furnish and deliver the Performance and Payment Bonds, in the forms required and furnished by the Tollway and included in the contract documents, with a corporate surety acceptable to the Tollway 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 Tollway entitled "Current Contractual Obligations," as required by the Tollway Supplemental Specifications.

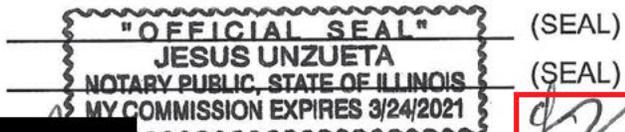
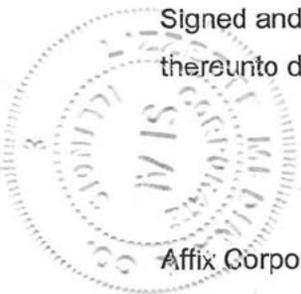
It is agreed that time is of the essence of this contract and that I (we) will, in the event of my (our) failure to complete the contract within the time limit named above, pay to The Illinois State Toll Highway Authority liquidated damages in the amount stated in the Special Provision, based on the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

The undersigned is (check one)

- an individual
- a Partnership
- a Corporation  under the laws of the State of ILLINOIS

having principal office at 4331 W. 16<sup>th</sup> ST. CHICAGO, IL 60623 and has furnished to the Tollway the necessary evidence of Tollway to transact business in the State of Illinois, in accordance with Paragraph 10 of the Instructions to Bidders.

Signed and sealed this 26<sup>th</sup> day of AUGUST, 2020, by its PRESIDENT,  
thereunto duly authorized.



Affix Corporate Seal BY  or Power of Attorney Where Applicable

LIZZETTE M. RAMOS



Information below to be typed or printed where applicable.

INDIVIDUAL:

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

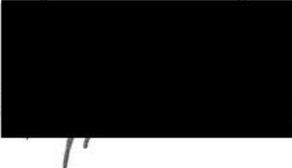
PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

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

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

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

INCORPORATED:

LIZZETTE M. RAMOS  4331 W. 16<sup>th</sup> ST. CHICAGO, IL 60623  
President Address

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

\_\_\_\_\_  
Secretary Address

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

## Bid Notes

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

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

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

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

The contractor shall complete all work under this Agreement for the performance of contract No. **RR-19-4472** as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT RR-19-4472  
 LANDSCAPE PLANTING IMPROVEMENTS  
 TRI-STATE TOLLWAY (I-94)  
 MILEPOST 1.50/IL Route 173 TO MILEPOST 11.50/IL Route 120  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	440	125.00	55,000.00
	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	90	1.00	90.00
	21101605	TOPSOIL FURNISH AND PLACE, 2"	SQ YD	2420	6.00	14520.00
	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2420	8.00	19360.00
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	30	1.00	30.00
	25000750	MOWING	ACRE	18.00	300.00	5400.00
	25100630	EROSION CONTROL BLANKET	SQ YD	4840	1.20	5808.00
*	A2000120	TREE, ACER X FREEMANII (AUTUMN BLAZE FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	12	510.00	6120.00
*	A2002816	TREE, CATALPA SPECIOSA (NORTHERN CATALPA), 2" CALIPER, BALLED AND BURLAPPED	EACH	3	475.00	1425.00
*	A2002912	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	22	330.00	7260.00
*	A2006512	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	300.00	1500.00
*	A2006612	TREE, QUERCUS IMBRICARIA (SHINGLE OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	300.00	1500.00
*	A2006712	TREE, QUERCUS MACROCARPA (BUR OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	20	300.00	6000.00
*	A2016812	TREE, QUERCUS SHUMARDII (SHUMARD RED OAK), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	375.00	1875.00
*	A2C026G3	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), CONTAINER GROWN, 3-GALLON	EACH	297	95.00	28,215.00
*	A2C040G3	TREE, PLATANUS OCCIDENTALIS (SYCAMORE), CONTAINER GROWN, 3-GALLON	EACH	16	95.00	1520.00
*	A2C050G5	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), CONTAINER GROWN, 5-GALLON	EACH	197	130.00	25,610.00
*	A2C056G5	TREE, QUERCUS MACROCARPA (BUR OAK), CONTAINER GROWN, 5-GALLON	EACH	412	130.00	53,560.00
*	B2001664	TREE, CRATAEGUS CRUSGALLI INERMIS (THORN LESS COCKSPUR HAWTHORN), 5' HEIGHT, SHRUB FORM, BALLED AND BURLAPPED	EACH	5	270.00	1350.00
*	B2005214	TREE, MALUS SUTYZAM (SUGAR TYME CRAB APPLE), 1-3/4" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	5	360.00	1800.00
*	B2005385	TREE, METASEQUOIA GLYPTOSTROBODES (DAWN REDWOOD), 2" CALIPER, BALLED AND BURLAPPED	EACH	14	450.00	6300.00

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*	C2C008G3	SHRUB, RHUS AROMATICA (FRAGRANT SUMAC), CONTAINER GROWN, 3-GALLON	EACH	1269	45.00	57105.00
*	C2C016G3	SHRUB, CORNUS RACEMOSA (GRAY DOGWOOD), CONTAINER GROWN, 3-GALLON	EACH	447	45.00	20,115.00
*	D2002160	EVERGREEN, PICEA PUNGENS (COLORADO SPRUCE), 5' HEIGHT, BALLED AND BURLAPPED	EACH	13	285.00	3705.00
*	D2C015G3	EVERGREEN, JUNIPERUS VIRGINIANA (EASTERN RED CEDAR), CONTAINER GROWN, 3-GALLON	EACH	749	45.00	33705.00
*	K1003660	MOWING CYCLES	EACH	16	6300.00	100,800.00
*	K1005482	SHREDDED BARK MULCH 4"	SQ YD	1381	8.00	11,048.00
*	X0322453	WEED CONTROL, PRE-EMERGENT	POUND	6645	2.50	16,612.50
*	X1900002	INTERSEEDING, CLASS 4 (MODIFIED)	ACRE	1.00	3,000.00	3000.00
*	Z0064800	SELECTIVE CLEARING	UNIT	34	1,000.00	34,000.00
*	J1120201	TREE, GYMNOCLADUS DIOICUS ESPRESSO (ESPRESSO KENTUCKY COFFEETREE), CONTAINER GROWN, 3-GALLON	EACH	123	100.00	12300.00
*	J1481154	AGGREGATE SURFACE REMOVAL AND REPLACEMENT	SQ YD	20	32.00	640.00
*	JIA20011	TREE, GLEDITSIA TRIACANTHOS INERMIS SKYLINE (SKYLINE THORNLESS COMMON HONEYLOCUST), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	13	330.00	4290.00
*	JIA20016	TREE, POPULUS TREMULOIDES (QUAKING ASPEN), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	370.00	1850.00
*	JIA20049	TREE, PLATANUS X ACERIFOLIA MORTON CIRCLE (EXCLAMATION LONDON PLANETREE), 1-1/2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	5	330.00	1650.00
*	JIA20083	TREE, GYMNOCLADUS DIOICUS ESPRESSO (ESPRESSO KENTUCKY COFFEETREE), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	27	360.00	9720.00
*	JIA20091	TREE, ULMUS AMERICANA 'PRINCETON' (PRINCETON ELM), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	8	360.00	2880.00
*	JIA20110	TREE, AESCULUS GLABRA (OHIO BUCKEYE), CONTAINER GROWN, 3-GALLON	EACH	173	100.00	17,300.00
*	JIA20115	TREE, AESCULUS GLABRA (OHIO BUCKEYE), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	375.00	1875.00
*	JIA20150	TREE, CATALPA SPECIOSA (NORTHERN CATALPA), CONTAINER GROWN, 3-GALLON	EACH	180	160.00	28,800.00
*	JIA20163	TREE, CERCIDIPHYLLYM JAPONICUM (KATSURA TREE), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	360.00	1800.00
*	JIA20180	TREE, GLEDITSIA TRIACANTHOS INERMIS SKYLINE (SKYLINE THORNLESS COMMON HONEYLOCUST), CONTAINER GROWN, 3-GALLON	EACH	277	195.00	54,015.00

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*	JIA20230	TREE, MALUS PARRSI, (PINK PRINCESS CRABAPPLE), CONTAINER GROWN, 3-GALLON	EACH	95	180.00	17,100.00
*	JIA20235	TREE, MALUS ROYAL RAINDROPS (ROYAL RAINDROPS CRABAPPLE), 5' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	6	275.00	1650.00
*	JIA20330	TREE, SYRINGA RETICULATA (JAPANESE TREE LILAC), CONTAINER GROWN, 3-GALLON	EACH	95	100.00	9500.00
*	JIA20335	TREE, SYRINGA PATULA MISS KIM, (MISS KIM LILAC), CONTAINER GROWN, 3-GALLON	EACH	470	85.00	39,950.00
*	JIA20390	TREE, ULMUS AMERICANA 'PRINCETON' (PRINCETON ELM), CONTAINER GROWN, 3-GALLON	EACH	127	160.00	20,320.00
*	JIA20455	TREE, ULMUS PATRIOT (PATRIOT ELM), 1-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	340.00	1700.00
*	JIB20004	TREE, CRATAEGUS CRUSGALLI INERMIS (THORN LESS COCKSPUR HAWTHORN), CONTAINER GROWN, 3-GALLON	EACH	107	150.00	16050.00
*	JIB20062	TREE, POPULUS TREMULOIDES (QUAKING ASPEN), CONTAINER GROWN, 3-GALLON	EACH	257	90.00	23130.00
*	JIB20110	TREE, ACER X FREEMANII 'JEFFERSRED' (AUTUMN BLAZE MAPLE), CONTAINER GROWN, 3-GALLON	EACH	131	110.00	14410.00
*	JIB20155	TREE, ACER TATARICUM (TATRIAN MAPLE), CONTAINER GROWN, 3-GALLON	EACH	95	120.00	11400.00
*	JIB20190	TREE, METASEQUOIA GLYPTOSTROBOIDES (DAWN REDWOOD), CONTAINER GROWN, 3-GALLON	EACH	10	280.00	2800.00
*	JIC20070	SHRUB, LONICERA XYLOSTEOIDES 'CLAVEY'S DWARF' (CLAVEY'S DWARF HONEYSUCKLE), CONTAINER GROWN, 3-GALLON	EACH	470	43.50	20,445.00
*	JIC20090	SHRUB, VIBURNUM DENTATUM VAR. LUCIDUM (ARROWWOOD VIBURNUM), CONTAINER GROWN, 3-GALLON	EACH	114	45.00	5130.00
**	JS213004	EXPLORATION TRENCH, UTILITIES (HAND EXCAVATION)	FOOT	1000	1.00	1000.00
**	JS213006	EXPLORATION TRENCH, UTILITIES (VACUUM EXCAVATION)	FOOT	1000	1.00	1000.00
**	JS250220	SEEDING, CLASS 2E	ACRE	1.00	3,000.00	3,000.00
**	JS670C00	FIELD OFFICE, TYPE C	CAL MO	12	2,500.00	30,000.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	68,000.00	68,000.00
*	JS701010	MAINTENANCE OF TRAFFIC	L SUM	1	30,000.00	30,000.00
*	JT250610	SELECTIVE MOWING STAKES (SPECIAL)	EACH	580	30.00	17,400.00
*	JT253010	WOODY PLANT SUPPLEMENTAL WATERING	UNIT	179	90.00	16,110.00

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*	JT253011	WOODY PLANT CARE	EACH	21138	3.00	63,414.00
*	JT253012	WOODY PLANT FERTILIZER	POUND	4379	1.00	4,379.00
*	JT253013	WOODY PLANT WILDLIFE REPELLENT	GALLON	100	150.00	15,000.00
*	JT253502	PLANTING PROJECT MANAGEMENT	CAL MO	49	500.00	24,500.00
*	JT901021	WEED CONTROL NON-SELECTIVE AND NON-RESIDUAL (WETLAND)	GALLON	12	580.00	6,960.00
*	JT992168	DEER PROTECTION	EACH	100	30.00	3,000.00
*	JT992182	MONITORING WOODY PLANTS	YEAR	3	12,400.00	37,200.00
TOTAL AMOUNT OF CORE WORK						1,166,001.50

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*	JT155001	CONTRACTOR'S QUALITY PROGRAM	L SUM	1	\$27,000.00	\$27,000.00
*	JT154016	ALLOWANCE FOR UNFORESEEN EROSION CONTROL MEASURES	UNIT	20,000	\$1.00	\$20,000.00
*	JT154023	CONTRACT ALLOWANCE FOR EROSION/LANDSCAPE RESTORATION	UNIT	30,000	\$1.00	\$30,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	\$1.00	\$25,000.00
	999NEG04	NON-COMPLIANCE WITH TOLLWAY MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.08 (b) (1)	INC/DAY		(2,500.00)	
	999NEG05	FAILURE TO RESPOND TO RE-ESTABLISH DEVICES PER TOLLWAY SUPPL. SPEC. 701.08 (b) (2)	OCCUR		(2,500.00)	
	999NEG06	FAILURE TO REPAIR IMPACT ATTENUATORS, TEMPORARY PER TOLLWAY SUPPL. SPEC. 701.08 (b) (3)	OCCUR		(2,500.00)	
	999NEG07	LOSS OR DAMAGE TO TOLLWAY OWNED DEVICES PER TOLLWAY SUPPL. SPEC. 701.08 (b) (4)	SQ. FT.		(100.00)	
	999NEG21	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - JANE ADDAMS MEMORIAL WEST	OCCUR		(4,000.00)	
	999NEG30	DAMAGES TO ILLINOIS TOLLWAY'S OPERATIONAL FACILITIES PER S.P. 115.5 - ALL ROADWAYS OFF-PEAK	OCCUR		(2,000.00)	
	999NEG31	DAMAGE TO ELECTRICAL FACILITIES PER TOLLWAY SUPPL. SPEC. 107.30 (b)	INC/DAY		SEE NOTE 1	
	999NEG32	LIQUIDATED DAMAGES FOR DELAY IN SUBMITTAL OF PROGRESS SCHEDULE PER TOLLWAY SUPPL. SPEC. 108.02 (e)	DAY		(300.00)	
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		(1,000.00)	
	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 (2)(1)	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)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG42	NON-COMPLIANCE WITH MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (a)	INC/DAY		(1,000.00)	
	999NEG43	FAILURE TO RESPOND TO MAINTAIN LIGHTING SYSTEM PER TOLLWAY SUPPL. SPEC. 846.06 (b)	OCCUR		(1,000.00)	

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	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(4,500.00)	
	999NEG49	DAMAGE TO FIBER OPTIC UTILITIES PER S.P. 115.3	OCCUR		(10,000.00)	
	999NEG53	NON-COMPLIANCE WITH CONTRACTOR QUALITY PROGRAM SPECIAL PROVISION	OCCUR		(1,000.00)	
	999NEG54	DAMAGE TO TOLLWAY MULTI-MODE CABLE, DMS SIGNS, CAMERAS, TELECOMMUNICATION, CABLE, ELECTRICAL, WATER AND SEWER PER S.P. 115.4	OCCUR		(1,000.00)	
	999NEG81	FAILURE TO PROVIDE PLANT WATERINGS PER TOLLWAY SUPPL. SPEC. 253.15 (a)	CAL/DAY		(500.00)	
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENTICES WAGE RATE PAYMENT	HOUR		15.00	
TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)						\$102,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK +					CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID	
					1,268,001.50	1.50
					Ø	
					1,268,001.50	1.50

OK  
NF

9/3/20

S.P. COLUMN LEGEND

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

Note 1: The deduction will be according to Article 280.02(2)(1) Table A, The Contractor should leave the unit price value blank.



**Terms and Conditions (Remitter and Payee):**

- \* Please keep this copy for your record of the transaction
- \* The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
  - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
  - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- \* Placing a Stop Payment on a Cashier's Check
  - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
  - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- \* Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

## **FINANCIAL DISCLOSURES AND CERTIFICATIONS**

### **ALERT:**

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

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

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

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

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

#### **Forms A Section**

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

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

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

#### **Forms B Section**

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

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

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

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

Subcontractor disclosures will be requested from the successful Bidder for any subcontractor identified in the bid immediately after the Bidder is determined to be the lowest responsive / responsible Bidder.

#### **REMINDER TO VENDORS SUBMITTING FORMS B**

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

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

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

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

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

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

**RESPONSIBLE BIDDER AFFIDAVIT**

**in accordance with  
PUBLIC ACT 97-0369**

**CONTRACT NO:**

RR-19-4472  
(Enter Tollway Contract Number)

**SUBMITTING BIDDER:**

LIZZETTE MEDINA & Co.  
(Enter Name of Firm)

**ADDRESS:**

4331 W. 16<sup>th</sup> ST.  
CHICAGO, IL 60623

STATE OF ILLINOIS )

COUNTY OF COOK ) SS

The Affiant, LIZZETTE M. RAMOS, being first duly sworn, upon oath deposes and says:

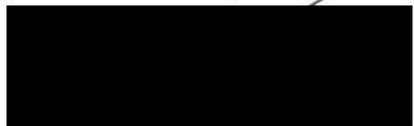
1. That the Affiant is PRESIDENT of LIZZETTE MEDINA & Co. who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as RR-19-4472 (enter Tollway contract number), between the bidder and the Owner;
2. The Affiant hereby 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 26<sup>th</sup> DAY OF AUGUST, 2020.



  
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:

RESIDENT OF AND OPERATING A SMALL BUSINESS  
IN THE STATE OF ILLINOIS  
INDEPENDANTLY OWNED + OPERATED

  
Signature of Authorized Representative:

LIZZETTE M. RAMOS

Printed Name of Authorized Representative:

LIZZETTE M. RAMOS

Vendor Name:

LIZZETTE MEDINA + Co.

Date:

8 / 26 / 2020

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. RR-19-4472**

**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	JESUS UNZUETA	773 414-2510	JUNZUETA@LIZZETEMEDINA.COM
Progress Schedule	JESUS UNZUETA	773 414-2510	JUNZUETA@LIZZETEMEDINA.COM
Current Contractual Obligations	LIZZETTE M. RAMOS	773 696-2330	LM@LIZZETEMEDINA.COM
Bid Guaranty	JOSE SUAREZ	312 625-5581	JSUAREZ@ASSURANCEAGENCY.COM
Financial Statement	JOE ROYSTER	224 359-0306	JOSEPH.ROYSTER@TKOCPA.COM
EEO Program	LIZZETTE M. RAMOS	773 696 2330	LM@LIZZETEMEDINA.COM
Financial Disclosures	LIZZETTE M. RAMOS	773 696 2330	LM@LIZZETEMEDINA.COM
Standard Business Terms and Conditions	JESUS UNZUETA	773 414 2510	JUNZUETA@LIZZETEMEDINA.COM

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. RR-19-4472

AFFIDAVIT

State of ILLINOIS )  
County of COOK ) SS

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

That his/her name is LIZZETTE M. RAMOS, and he/she resides at SKOKIE IL,  
and his/her office is at 4331 W. 16<sup>TH</sup> ST. CHICAGO, IL. That he/she makes, and is authorized to  
make

this affidavit on behalf of LIZZETTE MEDINA & Co., 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-19-4472** is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this bid is made without reference to any other bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said bid; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any bid for said contract, directly or indirectly.

\_\_\_\_\_  
(Affiant)

Sworn to before me and subscribed in my presence this 26<sup>th</sup> day of AUGUST.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: 3-24-2021



CONTRACT NO. RR-19-4472

CURRENT CONTRACTUAL OBLIGATIONS

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

WORK NOW UNDER CONTRACT AS PRINCIPAL

CONTRACT NUMBER	CONTRACT ENTERED INTO WITH (OWNER OR AGENCY)	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
18-4418	ISTHA	30,000.00	MAINT.	2022
120164	CITY OF CHICAGO	5.8M	MAINT.	7/21/2021
1545-15147	COOK COUNTY	470,000.	MAINT.	6/30/2021

TOTAL UNDER CONTRACT AND UNEARNED

WORK AS SUB-CONTRACTOR

CONTRACTOR	OWNER OR AGENCY	VALUE OF WORK UNEARNED	TYPE OF WORK YET TO BE PERFORMED	ESTIMATED COMPLETION DATE
		NONE		

TOTAL SUBLET AND UNEARNED

LOW BIDS SUBMITTED, OPENED AND NOT APPROVED

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

TOTAL OF BIDS PENDING AWARD Ø

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.

LIZETTE MEDINA & CO.  
 BIDDER  
8/26/2020 DATE  
LIZETTE M. RAMOS BY: [REDACTED] TITLE PRESIDENT  
 SUB-CONTRACTOR SUB-CONTRACTOR

**Illinois State Toll Highway Authority**  
**SPECIAL PROVISION**  
**FOR**  
**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

**1. POLICY STATEMENT**

It is the policy of the Illinois State Toll Highway Authority ("ISTHA" or "Tollway") that qualified and *bona fide* Disadvantaged Business Enterprises (DBEs), as that term is defined herein, have maximum feasible opportunities to participate fully in the performance of all contracts funded and administered by the Tollway. The Tollway seeks to ensure non-discrimination in the award and administration of its contracts and associated subcontracts and that it is not a passive participant in a discriminatory marketplace; to create a level playing field on which DBEs can compete fairly for its contracts; to ensure that its Special Provision is narrowly tailored in accordance with applicable law; to ensure that only firms that meet the eligibility standards are permitted to participate as DBEs; and to help to remove barriers to participation of DBEs in Tollway contracts and associated subcontracts.

Consistent with this policy, it is the responsibility of all contractors for general contracting work and a specific condition of all Tollway contracts to which they are parties to ensure full and fair opportunities for DBEs to compete in contracts funded and administered by the Tollway and to fully comply with this Special Provision.

**2. DEFINITIONS**

For the purposes of this Special Provision, the following terms shall have the following meanings:

*Affiliate* of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the Tollway shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

*Broker* means a person or entity that fills orders by purchasing or receiving supplies from a third-party supplier rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.

*Commercially Useful Function* means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.

*Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.

*Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.

*Disadvantaged Business Enterprise ("DBE")* means a business currently certified by the Illinois Unified Certification Program ("ILUCP") pursuant to 49 C.F.R. Part 26, or a business currently certified by the City of Chicago, Illinois or the County of Cook, Illinois, as a Minority or Women-Owned Business ("M/WBE") pursuant to its M/WBE program for construction contracts, Art. IV, § 2-92-650, *et seq*, as amended, or a business currently certified by the U.S. Small Business Administration (SBA) pursuant to the Small Business Act as an SBA 8(a) business, owned and operated by a socially and economically disadvantaged person. A DBE is considered to have current certification if the firm is listed in the directory database of the pertinent certifying agency.

*DBE Joint Venture* means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the project and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship, risks and responsibility under the contract.

*DBE Utilization Plan* means the list of currently certified DBEs that the Bidder commits will be utilized, including its own participation as a DBE, if applicable, in the scopes of the work and the dollar values or the percentages of the work to be performed pursuant to this solicitation and in conformance with this Special Provision.

*Good Faith Efforts* means actions undertaken by a contractor to achieve a DBE contract goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the contract goal.

*Mobilization* means preparatory work and operations necessary for the movement of personnel, equipment and incidentals to the project site for the establishment of offices, buildings and other facilities necessary for work on the project and for all other work operations which must be performed, or costs incurred when beginning work on the project.

*Regular Dealer* means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis. Packagers, manufacturer representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

### 3. CONTRACTOR ASSURANCE

The contractor will assure that each of its employees and its subcontractors' employees associated with the contract shall not discriminate on the basis of any protected category identified by law in the performance of this contract. 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 Tollway deems appropriate.

### 4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR

This contract includes a specific DBE utilization goal of **22%** of the Core Work of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime contractor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Bidder who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. **The Contractor's DBE commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.**

### 5. DBE, M/WBE and SBA 8(a) LOCATOR REFERENCES

Bidders should consult the Illinois Unified Certification Program ("ILUCP") DBE Directory as a reference source for DBEs and the City of Chicago, the County of Cook M/WBE directories as reference sources for M/WBEs in construction certified by the City of Chicago or the County of Cook, or the Small Business Administration SBA 8(a) directory for SBA 8(a)s certified

by the Small Business Administration. Only firms certified by the IL-UCP, the City of Chicago, the County of Cook, or the Small Business Administration **at the time of bid opening** are eligible to be considered for contract award to either meet the contract goal or establish the Bidder's good faith efforts to do so.

These directories are to be used as an informational source only. Certification does not mean that a firm is in any way prequalified to provide the products and/or services in its certification specialty. "Certification" means that the ILUCP, the City of Chicago, the County of Cook, or the Small Business Administration has determined, on the basis of information provided and the representations therein, that a business is a *bona fide* DBE. The ILUCP, the City of Chicago, the County of Cook or the Small Business Administration does not, as a result of listing, make any representation concerning the ability of any listed firm to perform work in the specialty listed. The Tollway does not, through its use of and referral to ILUCP DBE, the City of Chicago, the County of Cook MBE/WBE, and the Small Business Administration SBA 8(a) lists, make any representation concerning the ability of any listed firm to perform work in its certification specialty. The Bidder must conduct its own due diligence regarding the capabilities of certified firms to perform the work of the contract.

## **6. BIDDING PROCEDURES**

Compliance with the bidding procedures of this Special Provision is required as provided in this Special Provision prior to the award of the contract. The failure of the as-read low Bidder to comply will render the bid non-responsive.

### **6.1 Submission of the Disadvantaged Business DBE Utilization Plan, DBE Form 2026**

A Bidder must submit a Disadvantaged Business DBE Utilization Plan on ISTHA DBE Form 2026 **with the bid submission**.

The only exception to this requirement is the case where a prime Bidder is also a DBE, is certified to perform a portion of the contract work as indicated on the DBE's Certification submitted at time of bid, and will meet the DBE goal via a self-performance requirement on the contract greater than or equal to the DBE goal for the contract. If the Bidder is a DBE Joint Venture, each Joint Venture partner must provide the attestation to the DBE Utilization Plan, Form 2026.

Otherwise, if the DBE Utilization Plan is not submitted at time of bid, then the bid will be deemed non-responsive. If the bid is deemed non-responsive due to a failure to submit a DBE Utilization Plan or failure to comply with the bidding procedures set forth herein, ISTHA may elect to cause the forfeiture of the penal sum of the Bidder's bid guaranty, and may deny authorization to bid the project if re-advertised for bids.

The DBE Utilization Plan shall indicate that the Bidder either has obtained sufficient DBE participation commitments to meet the contract goal or demonstrate and document its good faith efforts to meet the goal. The DBE Utilization Plan will also require the name of each DBE firm proposed for use on the contract along with a brief scope of work and dollar amount to be assigned to the DBE. The DBE Utilization Plan shall further provide the name, telephone number, and email address of a responsible official of the Bidder designated for purposes of notification of DBE Utilization Plan approval or disapproval under the procedures of this Special Provision.

Any agreement between a contractor and a DBE or other subcontractor in which the contractor requires that the DBE not provide subcontracting quotations to other contractors is prohibited.

### **6.2 Submission of the DBE Participation Commitment Statement, DBE Form 2025**

The Utilization Plan must be supported by the submission of a detailed DBE Participation Commitment Statement, Form 2025, for each DBE proposed for the performance of work to achieve the contract goal. DBE Form 2025 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the DBE Form 2025 by 5:00 p.m., on the fifth calendar day after bids are due.

The submission of DBE Form 2025 should be via email to [contractcompliance@getipass.com](mailto:contractcompliance@getipass.com).

In no case should a contractor remove, replace, or reduce the commitment to a DBE listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

The signatures on these forms must be original signatures. All elements of information indicated on Form 2025 must be provided, including but not limited to:

- 6.2.1 The name and address of each DBE to be used;
- 6.2.2 A full description, including pay item numbers for DBEs or associated pay items for trucking services, of the commercially useful function to be performed by each DBE. Descriptions such as "miscellaneous" and prices such as "lump sum" are not acceptable. Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time that those pay items have been confirmed as required work of the contract.
- 6.2.3 Direct Allowance items will not be approved toward DBE participation in the DBE Utilization Plan.
- 6.2.4 Mobilization costs should be included in the cost of the pay item for which it is associated rather than as a separate pay item on the DBE Utilization Plan, DBE Form 2025 for DBE subcontractors.
- 6.2.5 If the DBE is the Prime Contractor, the Mobilization pay item may be approved toward DBE participation in the DBE Utilization Plan.
- 6.2.6 The price to be paid to each DBE for the identified work, specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, the Form must indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- 6.2.7 A commitment statement signed by the Bidder and each DBE evidencing availability and intent to perform a commercially useful function on the project; and
- 6.2.8 If the Bidder is a joint venture comprised of DBEs and non-DBEs, the Plan must also include a clear identification of the portion of the work to be performed by the DBE joint venture partner(s).
- 6.2.9 If the Bidder is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in section 6.6 below.
- 6.2.10 The contract will not be awarded until the DBE Utilization Plan, including if applicable, the bidder's good faith efforts to meet the goal, is approved by ISTHA. The DBE Utilization Plan will be approved if it demonstrates that DBEs will be used to perform a commercially useful function sufficient to meet the contract goal, or that the Bidder made sufficient good faith efforts, as defined in this Special Provision, to meet the goal.

### 6.3 Counting DBE Participation

The DBE Utilization Plan's DBE commitments represent work expected to be performed and paid for upon satisfactory completion. ISTHA is only able to count toward the achievement of the contract goal the value of payments made for the work actually performed by DBEs. The Tollway will count DBE participation, and the contractor will receive credit towards meeting the DBE contract goal, as follows:

- 6.3.1 The entire amount of that portion of work that the DBE is certified to perform, as indicated on the DBEs Letter of Certification, and that is performed by the DBE's own forces either as the contractor or a subcontractor shall be counted, including the cost of supplies and materials obtained by the DBE for the work of the contract, and supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE purchases or leases from the prime contractor or the prime contractor's affiliate). **Work that the DBE subcontracts to a non-DBE does not count toward the DBE goal.**

- 6.3.2 The entire amount of fees or commissions charged by a DBE for providing a *bona fide* service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.
- 6.3.3 One hundred percent of the cost of trucking services utilized on the contract shall be counted, provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will only be applied for trucking activity to and from the ISTHA job site. Credit will be given for the following: (1) the DBE may lease trucks from another DBE, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. (2) The DBE may also lease trucks from a non-DBE, including from an owner-operator. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE for trucks that are leased from a non-DBE.
- 6.3.4 When a DBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the DBE with its own forces and for which it is separately at risk, shall be counted. A Joint Venture may also count the dollar value of work subcontracted to DBEs other than the DBE Joint Venture partner(s). Work performed by the forces of the non-DBE joint venture partner shall not be counted toward the DBE goal. The Tollway will evaluate the Joint Venture agreement, which must be submitted with the DBE Utilization Plan, for conformance with this Special Provision and eligibility for credit towards meeting the goal. The agreement must describe in detail the financial contribution of each partner; the list of personnel and equipment contributed and used by each partner; the responsibilities of each partner for each aspect of the joint venture; if applicable, the bonding capacity of each partner; if applicable, the prequalification status of each partner; the basis and distribution of all profits and losses; and any other elements deemed relevant by the Tollway.
- 6.3.5 One hundred percent of the cost of the materials obtained from a DBE Manufacturer, as that term is defined in 49 C.F.R. § 26.55(e) shall be counted towards the DBE contract goal. Sixty-percent of the cost of the materials or supplies obtained from a DBE Regular Dealer or Supplier, as those terms are defined in 49 C.F.R. § 26.55(e), shall be counted towards the DBE contract goal. One hundred percent of the fees or transportation charges for the delivery of materials or supplies required on a job site shall be counted towards the DBE contract goal only if the payment of such fees is a customary industry practice and are commensurate with fees customarily charged for similar services.
- 6.3.6 One hundred percent credit will be counted towards the DBE contract goal for the value of fees and commissions for the procurement of materials and supplies if the DBE is not a regular dealer or manufacturer, provided such fees or commissions are determined by the Tollway in its sole discretion to be reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials or supplies themselves shall be counted towards the contract goals.
- 6.3.7 If a firm's certification is revoked by its certifying agency during its performance on a contract, the dollar value of work performed under this contract with that firm after it has ceased to be certified shall not be counted.

If a DBE graduates from its respective certification program, based upon exceeding the firm size or personal net worth limitations after this contract is awarded, the firm's participation will be counted towards meeting the goal on this contract.

In determining achievement of the contract goal, the participation of a DBE shall not be counted until that amount has been paid to the DBE.

#### **6.4 Demonstrating Commercially Useful Function**

Only expenditures to a DBE that is performing a Commercially Useful Function shall be counted. To determine whether a DBE is performing a Commercially Useful Function, the Tollway will evaluate the amount of work subcontracted, industry practices, whether the amount the DBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. A DBE performs a commercially useful function when it is responsible for the execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

6.4.1 To perform a commercially useful function, the DBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

6.4.2 A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, ISTHA will examine similar transactions, particularly those in which DBEs do not participate.

6.4.3 If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ISTHA will presume that the DBE is not performing a commercially useful function. When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE and the contractor may present evidence to rebut this presumption.

#### **6.5 Extended Documentation Period for Low Apparent Bidders with a DBE Commitment Below the Advertised DBE Goal**

Each contractor identified as the low Bidder who has a DBE commitment less than the advertised DBE goal shall be allowed, upon email notification from the Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a Bidder is notified on Monday, extended documentation period concludes on Wednesday at 5pm). The extended documentation period allows contractors solely to supplement their initial Utilization Plan to add DBE participation to meet the stated DBE participation goal or to demonstrate additional good faith efforts in obtaining DBE participation. The contractor may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The contractor shall submit an amended DBE Utilization Plan if additional DBE commitments to meet the contract goal are secured by the end of the extended documentation period. If additional DBE commitments sufficient to meet the advertised contract goal are not secured, the contractor shall report the final good faith efforts made during the extended documentation period along with a request for a waiver pursuant to section 6.6 of this section. All additional efforts taken by the Bidder before and during the extended documentation period will be considered as part of the Contractor's good faith efforts.

The extended documentation period is intended to allow contractors that have made a good faith effort to secure DBE participation an opportunity to meet the stated contract goal. Contractors are expected to have utilized good faith efforts in compiling their initial DBE Utilization Plan, and the DBE participation indicated in the initial DBE Utilization Plan should reflect the participation the contractor could achieve through good faith efforts. In no case should a contractor remove, replace or reduce the commitment to a DBE listed in the initial Utilization Plan without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision. When ISTHA determines that a contractor, either through a pattern of conduct or with respect to a single bid, has failed to discharge its good faith efforts obligations in this intended fashion, ISTHA, in its discretion, may reject the bid outright without allowing the Bidder to take advantage of the extended documentation period.

## 6.6 Good Faith Efforts Procedures

If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the Bidder must document in the DBE Utilization Plan its good faith efforts to meet the goal, including any DBE participation secured as detailed in Form(s) 2025, using the Good Faith Efforts Contact Log and Checklist, DBE Form 2023. If the DBE contract goal was not achieved by a Bidder, the Bidder must submit its good faith efforts documentation, including the DBE Form 2023. Documentation submitted after bid opening, except as provided for in Section 6.5 above, will not be accepted or reviewed.

Demonstrating good faith efforts means that the Bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those that could reasonably be expected to obtain sufficient DBE participation. ISTHA will consider the quality, quantity and intensity of the kinds of efforts that the Bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the Bidder is expected to have taken those efforts that would be reasonably expected of a Bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

If ISTHA determines that the contractor has made a good faith effort to secure the work commitment of DBEs to meet the contract goal, ISTHA will award the contract provided that the Bidder is otherwise eligible for award and award is in the Tollway's best interest.

The following is a list of types of action that ISTHA will consider as part of the evaluation of the Bidder's good faith efforts to obtain DBE participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of ISTHA may be relevant in appropriate cases, and will be considered by ISTHA.

- 6.6.1 Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, pre-bid meetings, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs in the trades considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the Bidder. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than five (5) calendar days prior to the bid submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- 6.6.2 Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- 6.6.3 Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 6.6.4 Negotiating in good faith with interested DBEs.
  - 6.6.4.1 Making a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - 6.6.4.2 A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as

contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- 6.6.5 DBEs may not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract goal.
- 6.6.6 Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the contractor.
- 6.6.7 Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.6.8 Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a Bidder made good faith efforts, ISTHA may take into account the performance of other Bidders in meeting the contract goal or of Bidders in meeting the goal on contracts of a similar nature. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, ISTHA will review whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, ISTHA may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

A Bidder that rejected a DBE based on price must provide to ISTHA all quotes received for the scope of work proposed by the DBE from all firms, including non-DBEs.

The Bidder may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Bidder by filing a request, within five working days after the Bidder receives written notice of the determination, which five-day period shall begin immediately after ISTHA provides the Bidder written notice of its pre-final determination, by delivering the request to the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, [contractcompliance@getipass.com](mailto:contractcompliance@getipass.com), (630) 241-6800 ext. 4615. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five (5) day period.

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. In addition, the request shall be considered consent by the Bidder to extend the time for award. The request will be forwarded to the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance. The Chief of Contract Compliance may extend an opportunity to the Bidder to meet in person in order to consider all issues of whether the Bidder made a good faith effort to meet the goal. Such meeting shall extend the time for a decision. After the review by the Chief of Contract Compliance, the Bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration or the date of the meeting, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of Contract Compliance that a good faith effort was made shall approve the DBE Utilization Plan submitted by the Bidder and shall clear the contract for

award. A final decision that a good faith effort was not made shall render the bid non-responsive. The administrative reconsideration procedures described in this section are not intended to allow a Bidder to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

## **7. CONTRACT COMPLIANCE**

### **7.1 Forms to be Submitted**

All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the DBE Form 2025 - Participation Statement.

To receive a notice to proceed, the contractor must submit for the Tollway's review signed subcontracts with all DBEs proposed to meet the goal within twenty (20) calendar days of award.

A contractor that seeks credit for the use of DBE trucking services must submit an affidavit attesting to compliance with this Special Provision for counting trucking costs on Form 2024. Form 2024 must be submitted when the contract is 25 percent, 50 percent, 75 percent and 100 percent completed. The contractor must issue separate checks to trucking firms for each Tollway project by job number and associated pay item, and may not include multiple contracts on one payment.

### **7.2 Changes to the DBE Utilization Plan**

The contractor may not make changes to its contractual DBE commitments, substitute a DBE subcontractor or make any other changes to the DBE Utilization Plan without the prior written approval of Tollway's Contract Compliance Team. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of this Special Provision and a breach of the contract.

If a Change Order or Extra Work order is issued by the Tollway or Contingency Work is authorized, the contractor, in ISTHA's discretion, may be required to amend its DBE Utilization Plan to reflect the recalculated DBE dollars and any percentage change in the goal. The DBE contract goal may change in the Tollway's discretion to reflect a Change Order or Extra Work Order or the authorization of Contingency Work.

The facts supporting the request for changes to the DBE Utilization Plan must not have been known or reasonably could not have been known by the parties prior to entering into the subcontract. The contractor must negotiate in good faith with the subcontractor to resolve the problem. If requested by either party, the Tollway shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the DBE can be substituted only where agreement cannot be reached for a reasonable price or reasonable schedule for the correct scope of work.

Substitutions of a DBE subcontractor shall be permitted only under the following circumstances:

- 7.2.1 Unavailability after receipt of reasonable notice to proceed;
- 7.2.2 Failure of performance;
- 7.2.3 Financial incapacity;
- 7.2.4 Refusal by the subcontractor to honor the bid or bid price or scope or schedule;
- 7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 7.2.6 Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- 7.2.7 The subcontractor's withdrawal of its bid or bid; or

7.2.8 Decertification of the subcontractor as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

If it becomes necessary to substitute a DBE or otherwise change the DBE Utilization Plan, the contractor must notify the Illinois State Toll Highway Authority, Contract Compliance Team in writing of the request to substitute a DBE or otherwise change the DBE Utilization Plan. The request must state specific reasons for the substitution or change. A letter from the DBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request. Any refusal by the DBE to provide such a letter must be documented by the contractor. The Illinois State Toll Highway Authority, Contract Compliance Team will approve or deny a request for substitution or other change in the DBE Utilization Plan in writing within five (5) working days of receipt of the request.

Where the contractor has established the basis for the substitution to the Tollway's satisfaction, it must make good faith efforts to meet the contract goal by substituting a DBE subcontractor. Documentation of a replacement DBE, or of good faith efforts, must meet the requirements in Section 6.6 If the contract goal cannot be reached and good faith efforts have been made, the contractor may substitute with a non-DBE.

If the contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the DBE Utilization Plan, the contractor must obtain the approval of the Illinois State Toll Highway Authority, Contract Compliance Team to modify the DBE Utilization Plan and must make good faith efforts to ensure that DBEs have a fair opportunity to bid on the new scope of work.

A new subcontract, a new Form 2025 for the substituted DBE (if applicable) and an amended DBE Utilization Plan must be executed and submitted to the Illinois State Toll Highway Authority, Contract Compliance Team within five (5) working days of the contractor's receipt of the Tollway's approval for the substitution or other change.

### 7.3 The submission of the DBE Payment Report

DBE Payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Diversity Payment Reporting Instructions posted on the Tollway's website.

The contractor shall maintain a record of payments to DBEs and all other subcontractors and suppliers for work performed. The records shall be made available to ISTHA for inspection and copying upon request. After the performance of the final item of work or delivery of material by a DBE and final payment to the DBE by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the Contractor for such work or material, the contractor shall submit partial and final waivers of lien.

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at <https://iltollway.diversitysoftware.com/>.

## 8. SANCTIONS

The Tollway will periodically review the contractor's compliance with this Special Provision and the terms of its contract with the contractor, including the DBE Utilization Plan. Without limitation, the contractor's failure to comply with this Special Provision or its DBE Utilization Plan, failure to cooperate in providing information regarding its compliance with this Special Provision or its DBE Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status of DBEs, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and may result in damages to the Tollway. Such breach or damages entitle the Tollway to declare a default, terminate the contract, impose liquidated damages or exercise those remedies provided for in the contract or at law or in equity.

Sanctions may include, but are not limited to, monetary sanctions, including non-release of retainage; the monetary cost of audits resulting in findings of noncompliance; damages based on the damage to the Tollway from the contractor's lack

of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the contractor in its DBE Utilization Plan and the amount actually paid to DBEs; deeming the contractor non-responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

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

The contractor may appeal the decision to impose sanctions within five (5) working days of its receipt of the written decision by filing an appeal in hard copy or electronic format with the Illinois State Toll Highway Authority's Sanctions Committee. Actual delivery of the hard copy and electronic formats within the five (5) business days is required and mere posting by mail within that period is not sufficient. An appeal may provide additional documentation and/or arguments and request an oral presentation to the Tollway's Sanctions Committee. The Tollway's Sanctions Committee shall notify the contractor in writing of the final determination and the basis for the determination within ten (10) working days after receipt of the appeal or after the date of the oral presentation by the contractor, whichever is later. The contractor may appeal an adverse decision within five (5) working days of receipt of the final determination to the Executive Director by filing an appeal in hard copy and electronic format to the Illinois State Toll Highway Authority, Executive Director, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, [contractcompliance@getipass.com](mailto:contractcompliance@getipass.com). The Executive Director or his/her designee, which designee shall not be employed within the Tollway's Contract Compliance Team, may solicit information from the contractor, the Diversity and Strategic Development Department, the Chief of Contract Compliance, the Law Department, Internal Audit, the Procurement Department, and anyone else in his/her discretion, and shall render a final decision on the contractor's appeal within thirty (30) calendar days.

#### **9. INACCURATE OR FRAUDULENT REPORTING**

The contractor has a duty to accurately report information pursuant to this Special Provision. A contractor who fails to supply accurate information is subject to sanctions imposed by the Tollway. A contractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

#### **10. OTHER REGULATIONS**

The adherence to the DBE goal does not abrogate other responsibilities of the contractor to comply with affirmative action requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in the contract.

Date: 8/27/2020

To: Contact Name: Lizzette Medina

Contractor Company Name: Lizzette Medina & Co. dba Lizzette Medina  
Landscape Management

From: Tamela Reed-McClinton  
DBE Project Specialist

*Please note in accordance with the Procurement code (30 ILCS 500), section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. (Procurement reform bill can be referenced on the Illinois Tollway website)*

Subject:	<b>DBE Plan Review</b>	<b>Date Original Plan Submitted:</b> 8/27/2020	<b>Revision #</b> 2
<b>Contract #</b>	RR-19-4472	<b>Established DBE Goal:</b>	22.00 %
<b>Contract Description:</b>	Landscape Planting Improvements Tri-State Tollway (I-94) Illinois Route 173 to Illinois Route 120 Mile Post 1.50 to Mile Post 11.50		

[ X ] Contractor's plan as submitted meets the established DBE goal for this contract

Notes:

DBE Plan as Submitted by apparent low bidder:		Core Bid Amount		\$1,166,001.50					
D/WMBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Lizzette Medina & Co. dba Lizzette Medina Landscape Management	Prime	W/MBE	Plant Installation	\$408,100.53	\$408,100.53	35.00 %	City of Chicago	F	Hispanic
<b>Total # of subcontracts: 1</b>			<b>TOTAL</b>	<b>\$408,100.53</b>	<b>\$408,100.53</b>	<b>35.00 %</b>			
<b>Total # of subcontractors: 1</b>			<b>Total %</b>	<b>35.00 %</b>	<b>35.00 %</b>				





CONTRACT # 19-4472

DBE FIRM NAME: LIZETTE MEDINA & CO.  
CIRCLE ALL THAT APPLY: DBE  SBA

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO:

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@getipass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) <small>(reduce to 60% of contract amount if firm is a SUPPLIER)</small>
A2005665	5 GAL. BUR Oak (F+I)	412	130.00	53,560.00		53,560.00
C2000863	3 GAL FRAGRANT SUMMER (F+I)	1269	45.00	57,105.00		57,105.00
J1420180	3 GAL SKYLINE HONEY LOCUST (F+I)	277	195.00	54,015.00		54,015.00
K1003660	MOWING CYCLES	16	6300.00	100,800.00		100,800.00
D2001563	JUNIPER VIRGINIA (F+I)	749	45.00	33,705.00		33,705.00
<b>TOTALS FOR THIS DBE FIRM:</b>						<b>408,100.53</b>

\*Contingency Work must not be included under Pay items and will not be approved toward DBE goal participation until such time as those Pay items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization item #15671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision A DBE Participation and can subject the contractor to contract sanctions.

Signature: [Redacted] Title: PRESIDENT Date: 9/17/20  
 Contact: LIZETTE MEDINA  
 Firm Name: LIZETTE MEDINA & CO.  
 E-mail: LM@LIZETTEMEDINA.COM  
 Phone: 773 696 2330  
 Address: 4331 W. 16th ST. CHICAGO, IL 60623

Signature: [Redacted] Title: PRESIDENT Date: 9/17/20  
 Contact: LIZETTE MEDINA  
 Firm Name: LIZETTE MEDINA & CO.  
 E-mail: LM@LIZETTEMEDINA.COM  
 Phone: 773 696 2330  
 Address: 4331 W. 16th ST. CHICAGO, IL 60623



CONTRACT # 19-4472

DBE FIRM NAME: LIZETTE MEDINA & Co.

CIRCLE ALL THAT APPLY: DBE  SBA

PRIME  JV PARTNER  SUBCONTRACTOR  TRUCKER  SUPPLIER  MANUFACTURER

SUBCONTRACTOR: TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO:

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@getipass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on the DBE firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
J1A20335	MISS KIM LILAC (F+I)	470.	85.00	39,950.00		39,950.00
Z0064800	SELECTIVE CLEARING	34	1,000.00	34,000.00		34,000.00
J1A20150	NORTHERN ORNITHALPA (F+I)	180	160.00	28,800.00		28,800.00
K1009482	BARK MULCH 4" (F+I)	770.69	8.00	6,165.53		6,165.53
<b>TOTALS FOR THIS DBE FIRM:</b>						<b>408,100.53</b>

\*Contingency Work must not be included under Pay Items and will not be approved toward DBE goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #15671010, will not be approved within the DBE Utilization Plan. NOTE that these items are not included in the determination of the DBE Goal percentage.

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.

2. COMMITMENT: The undersigned certify that the information herein is true and correct, and that the DBE listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the DBE may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the DBE on this contract and the payment thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the DBE identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the DBE no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the Special Provision for DBE Participation and can subject the contractor to contract sanctions.

Signature of Prime Contractor: [Redacted] Title: PRESIDENT Date: 9/17/00

Contact: LIZETTE MEDINA

Firm Name: LIZETTE MEDINA & Co.

E-mail: LM@LIZETTEMEDINA.COM

Phone: 773 696 2730

Address: 4331 W. 116th ST. CHICAGO

Signature of DBE Contractor: [Redacted] Title: PRESIDENT Date: 9/17/00

Contact: LIZETTE MEDINA

Firm Name: LIZETTE MEDINA & Co.

E-mail: LM@LIZETTEMEDINA.COM

Phone: 773 696 2730

Address: 4331 W. 116th ST. CHICAGO

**CHICAGO TRANSIT AUTHORITY**

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

August 20, 2020

Mrs Lizzette Ramos  
Lizzette Medina & Co DBA Lizzette Medina Landscape Management  
4331 W. 16th St.  
Chicago, IL 60623

Dear Mrs Ramos:

**The Chicago Transit Authority**, your host agency, is pleased to notify you that your firm has met the requirements for Disadvantaged Business Enterprise (DBE) program certification in accordance with the governing federal regulations, 49 CFR part 26. This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

To remain certified with the IL UCP you must submit a *No Change Affidavit* annually. Your next No Change Affidavit is due August 20, 2021. A notification will be sent to you sixty (60) days prior to this date. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change.

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at [cta.dbesystem.com](http://cta.dbesystem.com). Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Please direct all inquiries and any questions to this agency at **(312) 681-2601**.

Sincerely,

[Redacted Signature]  
Diversity Programs Department  
Chicago Transit Authority  
Phone: (312) 681.2601  
Email: [diversity@transitchicago.com](mailto:diversity@transitchicago.com)



CHICAGO TRANSIT AUTHORITY

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

## Disadvantaged Business Enterprise (DBE) Certification

August 20, 2020  
Lizzette Medina & Co DBA Lizzette Medina Landscape Management  
4331 W. 16th St.  
Chicago, IL 60623

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at [www.ctavendor.com](http://www.ctavendor.com). Your firm's name will appear in the Directory under the following commodity codes and specialties:

**Commodity Codes:**

NAICS 561730: LANDSCAPING SERVICES

**In the following Specialties:**

NAICS 561730 Landscaping Services



N/A

# DBE FORM 2023

## Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

If the DBE contract goal was not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the bid. Failure to do so may render the Bidder's solicitation response non-responsive and cause it to be rejected, or render the Bidder ineligible for contract award, at ISTHA's sole discretion. The Bidder must provide all evidence relied upon in support of its Good Faith Efforts with its bid.

### Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Bidder representative who is certifying the Bidder has completed the activities described below. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

\_\_\_\_\_ Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

- ILUCP DBE Directory:  
<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>
- City of Chicago's M/WBE Directory:  
<https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>
- County of Cook, IL's M/WBE Directory:  
<http://www.cookcountyil.gov/mbewbevbe-directory/>
- Small Business Administration's SBA 8(a) Directory:  
[http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.

\_\_\_\_\_ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.

\_\_\_\_\_ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

\_\_\_\_\_ Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

### Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and Tollway to provide above information

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

N/A



NA

# DBE FORM 2023

## Good Faith Efforts Contacts Log for Soliciting - DBE Participation: Form 2023 continued

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBEs. Duplicate as needed.

Name of DBE	Date and method of contact	Scope of work solicited	Reason agreement was not reached

**Affidavit of Truthfulness:** Signature below affirms accuracy of Good Faith Efforts and Tollway to provide above information

Print Name: \_\_\_\_\_ Phone contact: \_\_\_\_\_

Position: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

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

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

- Women: at least 6.9 percent for all contracts.
- Minorities: set on a contract basis, dependent upon the county where the work will be performed. The Minority Goal for this contract is **19.6%**.

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

#### 4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:

##### AMERICAN INDIAN OR ALASKA NATIVE:

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

##### ASIAN:

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

##### BLACK OR AFRICAN AMERICAN:

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

##### HISPANIC:

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

#### 5. CONTRACT PERFORMANCE

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

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

5.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

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

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

**7. REQUIRED PAYROLL REPORTING INTO THE LCPTRACKER SYSTEM**

All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The required EEO work hours for women and minorities will be calculated based on payroll reports entered into the LCPTracker system by the contractors and their subcontractors. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.

The party preparing the report must sign and submit/certify it electronically. Weekly payroll reporting will replace the EEO Form 0003, Workforce Analysis, submittal process. Failure to submit weekly payrolls through the LCPTracker system will cause a delay in the payment of the contractor's pay estimates.

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

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

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

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

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

## **10. CORRECTIVE ACTION PLAN:**

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

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

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

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

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

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

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

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

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

#### **13. ADMINISTRATIVE RECONSIDERATION:**

The contractor may request administrative reconsideration of a Letter of Non-Compliance within the fifteen (15) business days after its receipt of the Letter by actual delivery of a reconsideration request to the Illinois State Toll Highway Authority, Contract Compliance Team, 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 Contract Compliance or his/her designee will send the Contractor a written decision within fifteen (15) business days after receipt of the request for reconsideration, unless extended by the Tollway if a hearing is requested, explaining the basis for finding that the contractor did or did not meet the EEO goals or demonstrate good faith efforts towards meeting those goals. A decision by the Chief of Contract Compliance that a good faith effort was made shall be deemed approval of the Corrective Action Plan submitted by the contractor. A final decision that a good faith effort was not made shall render the contractor in breach as non-compliant with its contract with the Tollway and may subject the contractor to sanctions under Section 14.

**14. SANCTIONS:**

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

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

**15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

**16. INACCURATE OR FRAUDULENT REPORTING:**

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

**17. OTHER REGULATIONS:**

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



**ILLINOIS TOLLWAY**  
 2700 Ogden Avenue, Downers Grove, IL 60515  
 (630) 241-6800 • illinoistollway.com

FORM 1256-WORKFORCE PROJECTION

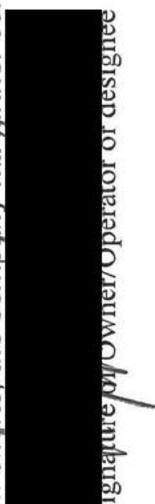
The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection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

1	2	3	4	5	6	7	8	9	10	11	12
Job Title	Number of hours required to complete job for each title	Number of positions in the job title	Number currently employed in the job title	Number from column 4, that are underrepresented	Number from column 4, that are overrepresented	Number of positions needed to be hired (Column 2 minus column 3)	How many apprentices will be hired for each job title?	How many positions will be hired for each job title?	How many positions will be hired for each job title?	How many positions will be hired for each job title?	Anticipated hire date for other
OFFICIAL MANAGER		1	1	1		0					
SUPERVISOR		2	2	2		0					
FOREMAN		2	2	2		0					
OPERATOR		2	1	1		0					
LABORERS		8	6	6		2					01/2021
CLERICAL		1	1	1	1	0					
TOTALS											

The undersigned agrees to commit to meeting the goal of minority and female participation on this contract. In the event that the undersigned is unable to meet the hires with its own efforts, the company will further commit to reach out to Tollway Contract Compliance for assistance with hires in each category.

LIZETTE MEDINA & CO.

Company Name

  
 Signature of Owner/Operator or designee

**EO 1256 FORM – INSTRUCTIONS**

	Item	Instructions
1	Job titles	List the Job classifications/titles that are needed to complete the scope of work- including the entire workforce for the prime and any subcontractors. This includes all diverse and non-diverse employee job classifications/titles.
2	Number of Hours required to complete job for each title	List how many labor hours are needed to complete the scope of work for each classification/title.
3	Number of positions in the job title to complete the job	List how many employees are needed to complete the scope of work for each job title.
4	Number currently employed in the job title	List how many employees are currently employed at each job title/position.
5	Number from column 4, that are minorities?	List the number of minority hires from #4 your firm currently has for each position/job title.
6	Number from column 4, that are Female?	List the number of female hires from #4 your firm currently has for each position/job title
7	Number of positions needed to be hired? (column 3-4) Automatic Calculation	Calculation of the difference between #3 and #4 above; or how many of the positions specified in #3 are currently open/vacant that the contractor will commit to.
8	How many apprentices will be hired for each job title?	List the number of apprentice hires your firm will commit to for each position. Note - apprentices are only bona fide apprentices currently in a training program certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the apprentice was employed at the construction site.
9	How many Journeymen will be hired?	List the number of journeymen hires your firm will commit to for each position. Note - certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the journeymen spends employed at the construction site.
10	How many trainees will be hired?	List the number of trainee hires your firm will commit to for each position. Hours credited towards the EEO Program are only those hours the journeymen spends employed at the construction site.
11	How many minorites and female hires from the	How many minority and female workers will be hired in each position/title to meet the required goal. This number should total column #7 for each position /title
12	Anticipated hire dates for titles	List the anticipated hiring date for the minorities, women, apprentices and journeymen hires for each position/title committed to.

## STATE OF ILLINOIS

**SPECIAL PROVISION - VETERAN SMALL BUSINESS  
PARTICIPATION AND UTILIZATION PLAN - CONSTRUCTION  
For State Agency/State University Use Only**

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It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **Veteran Small Business** participation goal of **3%** based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

**The Veteran Small Business participation goal is applicable to all bids or offers.** In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

**The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project except when the firm is bidding the contract as the Prime Vendor, is certified as both a DBE and VOSB and will commit to meeting the two goals by self-performing the same or greater percentage of work under the contract as the DBE and VOSB goals added together.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.**

- Utilization Plan (Form 2026) is due with bid
- Good Faith Efforts (Form 2023) is due with bid, if applicable
- Participation Statement (Form 2025) for each Veteran firm listed on the Form 2026 should be submitted at the time of bid. There is a five (5) day cure period to provide complete and accurate information on the VOSB Form 2025 by 5:00 p.m. on the fifth calendar day after bids are due. In no case should a contractor remove, replace, or reduce the commitment to a Veteran firm listed in the initial Utilization Plan Form 2026 without prior written consent of ISTHA. Under no circumstances is the Bidder allowed to change the amount of the core bid submitted or any other documentation unrelated to this special provision.

Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified Veteran Small Business vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB.** Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the certified VOSB/SDVOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and

equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB/SDVOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB/SDVOSB vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB/SDVOSB vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency.**

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the Bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor 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 Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1 The participation of VOSBs will be calculated on the amount of the Core Work, not Contingency Work identified in the bid documents. The contractor's VOSB commitment will be assessed for any and all Extra Work Orders (EWO) and Change Orders (CO) at the time such orders are issued.
    - 5.1.1 *Contingency Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.
    - 5.1.2 *Core Work* is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.
  - 5.2 The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.3 A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**

- 5.4.** A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB manufacturer; 60% of the cost of the materials or supplies required under the contract and obtained from a certified VOSB/SDVOSB regular dealer or supplier shall count toward the VOSB/SDVOSB goal. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
- 5.4.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.4.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.5.** Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.6.** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.6.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.6.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- 5.7.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

- 6. Good Faith Effort Procedures:** Vendor must submit a Utilization Plan (VOSB Form 2026) and Participation Statement(s)(VOSB Form 2025) that meet or exceed the published goal. If vendor cannot meet the stated goal, Vendor must document and explain via VOSB Form 2023 the good faith efforts it undertook to meet the goal. Utilization Plan, Participation Statement(s) and Good Faith Effort are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.
- The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.
- 6.1.** In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other Bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- 6.2.** If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- 6.3.** If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
- 7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB/SDVOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB/SDVOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1.** The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.
- 7.2.** **Vendor may not make changes to its contractual certified VOSB/SDVOSB vendor commitments or substitute certified VOSB/SDVOSB vendors without the prior written approval of the Agency.** Unauthorized changes or substitutions, including performing the work designated for a certified VOSB/SDVOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB/SDVOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the certified VOSB/SDVOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
- 7.3.** Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:
- 7.3.1. Unavailability after receipt of reasonable notice to proceed;
  - 7.3.2. Failure of performance;
  - 7.3.3. Financial incapacity;
  - 7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or bid price or scope;
  - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

- 7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or
- 7.3.8. Decertification of the certified VOSB/SDVOSB vendor.
- 7.4. If it becomes necessary to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB/SDVOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five (5) business days of receipt of the request.
- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five (5) business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Veteran payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Contract Compliance Payment Reporting Instructions posted on the Tollway's website.

After the performance of the final item of work or delivery of material by a VOSB/SDVOSB and final payment to the VOSB/SDVOSB by the contractor, but not later than thirty (30) calendar days after payment has been made by ISTHA to the contractor for such work or material, the contractor shall submit a VOSB/SDVOSB Final Payment Report on ISTHA Form 2115, or such other form or format as specified by the Tollway, to the Construction Manager. If full and final payment has not been made to the VOSB/SDVOSB, the Report shall indicate whether a disagreement concerning the final payment exists between the contractor and the VOSB/SDVOSB or if the contractor believes that the VOSB/SDVOSB's work has not been satisfactorily completed.

All active Tollway vendors/contractors/consultants will be required to use B2GNow. Both diverse and non-diverse subcontractor payments must be reported and confirmed monthly in the system at <https://iltollway.diversitysoftware.com/>.

Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least five years after the completion of the contract. Full access to these records shall be granted by Vendor in a timely fashion upon written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than thirty (30) calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.

- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance

with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

- 7.10.** The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

Date: 8/27/2020

To: Contact Name: Lizzette Medina  
Contractor Company Name: Lizzette Medina & Co. dba Lizzette Medina  
Landscape Management

From: Tamela Reed-McClinton  
DBE Project Specialist

*Please note in accordance with the Procurement code (30 ILCS 500), section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a sub-contract, if it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. (Procurement reform bill can be referenced on the Illinois Tollway website)*

Subject: <b>VOSB Plan Review</b>	<b>Date Original Plan Submitted:</b> 8/27/2020	<b>Revision #</b> 2
<b>Contract #</b> RR-19-4472	<b>Established VOSB Goal:</b> 3.00 %	
<b>Contract Description:</b> Landscape Planting Improvements Tri-State Tollway (I-94) Illinois Route 173 to Illinois Route 120 Mile Post 1.50 to Mile Post 11.50		

[ X ] Contractor's plan indicates VOSB participation lower than contract goal and requests a waiver. Waiver request accepted

Notes:

VOSB Plan as Submitted by apparent low bidder:		Core Bid Amount		\$1,166,001.50					
VOSB Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Lizzette Medina & Co. dba Lizzette Medina Landscape Management	N/A	VOSB	VOSB Waiver	\$0.00	\$0.00	0.00 %	CMS	F	Hispanic
<b>Total # of subcontracts: 1</b>			<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00 %</b>			
<b>Total # of subcontractors: 1</b>			<b>Total %</b>	<b>0.00 %</b>	<b>0.00 %</b>				



**LIZZETTE MEDINA**  
Landscape Management

September 17, 2020

Illinois State Toll Highway Authority  
2700 Ogden Ave  
Downers Grove, IL 60515  
ATTN: Contract Compliance

**RE: Contract RR-19-4472 Good faith Efforts in Extended Documentation Period**

Ms. Tamela Reed-McClinton,

I am in receipt of your request for additional documentation for Contract RR-19-4472

In your email on September 15, 2020 you asked that we consider using a qualified VOSB firm to meet the participation goal of 3%.

On August 27, 2020, I submitted a bid requesting a full waiver for the VOSB participation because we were unable to obtain a company by the deadline.

As of today, we have made the additional efforts to comply with this requirement:

- We reached out to 3 VOSB companies via phone and email
- Utilized resources available to seek out available VOSB, including but not limited to Sell2Illinois Website, City of Chicago Website, Cook County Government Website as well as The Metropolitan Water Reclamation District Website.
- Called on our current subcontractors to confirm their certification status and possible assistance in obtaining a VOSB

I expressed my concern to you, in a previous email, stating that unfortunately after much research and phone calls there is a limited amount of VOSB companies with the capability required to perform the services outlined in the contract. As mentioned previously, my company is in communication with a certified company, 82<sup>nd</sup> Lawn Care Group, LLC whom requested the scope of work but has not made a decision on whether or not they are interested. While we did identify portions of the contract work that they are capable of performing, their response has not been timely. We had reached out prior to the submittal of the bid as well as the past couple days. I have attached our emails as supporting evidence.

I am unaware if ISTHA will allow for a Prime Contractor to add a VOSB at a later point in time. My company has made multiple good faith efforts and continues to stay in communication with interested parties with the intent of assisting them in making a commitment to the contract.

My goal is and has been to seek qualified M/W/DBE/VOSB that we can help in creating growth and employment opportunities. Our experience allows us to meet our obligations to the best of our capacity and we look forward to working with other small companies that understand the importance of meeting our government regulations and compliance requirements.

I urge you to consider my good faith efforts in your decision of how we should proceed in this matter. I have attached emails and directories used as supporting evidence of the efforts that have been made.

Sincerely,

  
Lizzette M. Ramos  
President & CEO

4331 W. 16<sup>TH</sup> STREET, CHICAGO, IL 60623  
T: (773)696-2330 F: (773)696-2007

The information provided in this file is solely for use for unclassified advertising, spam, or any other unauthorized use.

Company Name	Company Address	City	State	Zip	Phone	Fax	Website	Company Type	Service	Start Date	End Date	Company Code	Qualification Area	Year	Company Size	Company Code	
DIVERSIFIED SERVICES, INC.	1200 S. N. Ave. St. Louis, MO 63104	St. Louis	MO	63104	314-241-2000	314-241-2000	www.dsv.com	VE	Construction Management, Building Construction, Professional Building, Security Services, Support Services, Training, etc.	01/01/20	01/01/21	01/01/21					242310 - Construction and maintenance services (except janitorial and pest control services); 242320 - Construction management, commercial building; 242330 - Construction management, residential building; 242340 - Facility support services; 242350 - Security services (except loss prevention); 242360 - Training services; 242370 - Landscaping services
OWENS LANDSCAPING, INC.	6000 S. 127th St., Lincoln, IL 62439	Chicago	IL	60637	773-238-5000	773-445-5650	http://www.owenslandscaping.com	VE	Landscaping services, tree care, maintenance services, etc.	01/01/20	01/01/21	01/01/21					541700 - Landscaping care and maintenance services; 541710 - Landscaping services (except pest control services); 541720 - Tree care services; 541730 - Other services to buildings and parking lots; 541790 - Other services to buildings and parking lots; 541799 - Other services to buildings and parking lots (except janitorial, pest control, and snow removal services); 541799 - Other services to buildings and parking lots (except janitorial, pest control, and snow removal services)
Semper Fi Land Services, Inc.	1275 Software Street, Aurora, IL 60506	Aurora	IL	60506	(630) 583-3434	(630) 882-9777	http://www.semperfi.com	VE	Commercial Landscaping Services, Commercial Snow Plowing and Removal, Emergency Restoration	01/01/20	01/01/21	01/01/21					541700 - Landscaping services (except pest control services); 541710 - Snow removal services; 541720 - Commercial landscaping services; 541730 - Commercial snow plowing and removal services; 541790 - Other services to buildings and parking lots (except janitorial, pest control, and snow removal services)
Widow's Enterprise	6603 S. 131st W. Addison, Chicago, IL 60103	Chicago	IL	60643	773-789-9693	773-779-7638	www.widowsonline.net	VE	Construction, Foundation and Structure Contractors, Masonry, etc.	01/01/20	01/01/21	01/01/21					230100 - Construction of new buildings; 230110 - Foundation and structure contractors; 230120 - Masonry contractors; 230130 - Electrical contractors; 230140 - Plumbing contractors; 230150 - Mechanical contractors; 230160 - Fire, alarm, and electrical contractors; 230170 - Other building contractors; 230180 - Other building contractors (except janitorial, pest control, and snow removal services); 230190 - Other building contractors (except janitorial, pest control, and snow removal services)



82ND LAWN CARE GROUP

## 4472 Mowing Cycles - Scope of work

Jesus Unzueta <junzueta@lizzettemedina.com>

Thu 9/17/2020 2:57 PM

To: Lydia.lewis@bcclcinc.org <Lydia.lewis@bcclcinc.org>

Cc: Lizzette Medina <lm@lizzettemedina.com>

📎 1 attachments (2 MB)

82nd Lawn Care Group 4472.pdf;

Lydia,

Attached is the scope of work for the Mowing cycles of project#4472 on Interstate 294 from route 173 to route 120. The pay amount on this line item fulfills our VBE obligation for this contract ( \$ 34,980.05 ). Each mowing cycle is a total of 16 Acres. I also attached all the line items on this contract for your review. We look forward to working with you on this project as well as future projects. Let me know if I can answer any questions for you,

If you could please reply if you are interested , today before 5 pm. Let me know what others services your company provides. Thanks

Jesus Unzueta

O 773 696-2330

C 773 414-2510

F 773 696-2007

junzueta@lizzettemedina.com

Illinois Tollway Job # 4472

O' WALLACE LANDSCAPING

Jesus Unzueta <junzueta@lizzette-medina.com>

Thu 9/17/2020 9:00 AM

To: info@owallacelandscaping.com <info@owallacelandscaping.com>

Cc: Lizzette Medina <lm@lizzette-medina.com>; Leticia Mendoza <lmendoza@lizzette-medina.com>

Good morning,

I am the project manager for Lizzette Medina & Co. We are currently seeking certified VBE companies to assist us in upcoming landscape projects.

The work under this contract includes but is not limited to planting trees and shrubs, mowing, weed control, pruning and mulching existing trees and shrubs.

The project is on I-294 from Route 173 to Route 120 .

Please let me know if this is something your company would be interested in. I look forward to hearing from you.

Thank you,

Jesus Unzueta

O 773 696-2330

C 773 414-2510

F 773 696-2007

junzueta@lizzette-medina.com

**Business & Contact Information**

BUSINESS NAME **O'Wallace Landscaping, Inc.**

OWNER **Mr. Bennie Payne**

ADDRESS  [Map This Address](#)

PHONE **773-236-8500**

FAX **773-445-5680**

EMAIL **[info@owallacelandscaping.com](mailto:info@owallacelandscaping.com)**

**Certification Information**

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **VBE - Veteran Business Enterprise**

CERTIFICATION DATE **6/30/2020**

RENEWAL DATE **4/1/2021**

EXPIRATION DATE **4/1/2022**

CERTIFIED BUSINESS DESCRIPTION **NAICS 561730 Landscape care and maintenance services  
NAICS 561730 Landscaping services (except planning  
NAICS 561790 Cleaning (e.g., power sweeping, washing) driveways and parking lot  
NAICS 561790 Other Services to Buildings and Dwellings  
NAICS 561790 Snow plowing driveways and parking lots (i.e., not combined with any other service)  
NAICS 811192 Car washes**

**Commodity Codes**

Code	Description
NAICS 561730	Landscape care and maintenance services
NAICS 561730	Landscaping services (except planning)
NAICS 561790	Cleaning (e.g., power sweeping, washing) driveways and parking lots
NAICS 561790	Other Services to Buildings and Dwellings
NAICS 561790	Snow plowing driveways and parking lots (i.e., not combined with any other service)
NAICS 811192	Car washes

**Additional Information**

**82nd Lawn Care Group,LLC**

Leticia Mendoza <lmendoza@lizzettemedina.com>

Thu 9/17/2020 2:27 PM

To: Lizzette Medina <lm@lizzettemedina.com>

Good Morning Lizzette,

I wanted to give you an update on the status of 82nd Lawn Care Group,LLC .

My first attempt back in August, I left a message - no answer. I followed up with an email but it was returned and lastly a fax but no response.

My second attempt was September 16, 2020 via phone - no answer.

I tried again this morning at 8:36am and still no answer.

Please let me know how you would like to proceed.

Thank you,

*Leticia Mendoza*

Contract Administrator

O: 773-696-2330

F: 773-696-2007

lmendoza@lizzettemedina.com

3 ATTEMPTED FOLLOW UPS  
MS. LYDIA LEWIS  
CALLED ON 9/17/20 @ 3PM.

This message is private and confidential. If you have received this message in error, please notify us and remove it from your system.



**LIZZETTE MEDINA**  
Landscape Management

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August 27, 2020

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

RE: Waiver Request of VOSB

To whom it may concern,

I am writing to request a full waiver of a VOSB for Contract RR-19-4472

Since the Coronavirus outbreak (COVID-19), our industry faced many challenges including start up delays which led to financial setbacks and job lay-offs. While we have reached out to 82<sup>nd</sup> Lawn care Group, LLC, a VBE Company, we recognize that it is not enough time for a firm to understand the scope of work and make a decision to move forward on this project.

At this time, we have set up a meeting with the company in an effort to allow them the opportunity to work with us on Tollway projects in the near future.

As a prime contractor, my company's goal is to fulfill our obligation to the contract and if and when possible support small companies in their growth efforts. We will continue to make timely efforts to comply with future compliance goals.

Please feel free to contact me should you have further questions regarding the above.

Sincerely,

  
Lizzette M. Ramos  
President & CEO





<b>CONTRACT #</b>		<b>YOSB FIRM NAME:</b>	
		<b>CIRCLE ALL THAT APPLY:</b>	<b>SDVOSB</b>
		<input type="checkbox"/> VOSB	<input type="checkbox"/> SDVOSB
<b>CHECK ALL THAT APPLY:</b>			
<input type="checkbox"/> PRIME	<input type="checkbox"/> JV PARTNER	<input type="checkbox"/> SUBCONTRACTOR	<input type="checkbox"/> TRUCKER
		<input type="checkbox"/> SUPPLIER	<input type="checkbox"/> MANUFACTURER

**SUBCONTRACTOR:** TIER 1 (SUB TO PRIME): Y N TIER 2 OR BELOW: Y N UNDER CONTRACT TO: \_\_\_\_\_

This form must be completed for EACH veteran-owned business participating in the VOSB Utilization Plan. This form is due to the Tollway by 5:00 pm on the fifth calendar day after notification to the prime by the Tollway as low apparent bidder to constructionbid@getpass.com. If additional space is needed, complete an additional form(s) for the firm or attach a detailed information on VOSB firm company letterhead.

PAY ITEM NO. *	DESCRIPTION: Indicate whether furnish only, or both furnish and install.	QUANTITY	UNIT PRICE	TOTAL CONTRACT AMOUNT (\$)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (\$) (reduce to 60% of contract amount if firm is a SUPPLIER)
<b>TOTALS FOR THIS VOSB FIRM:</b>						

\*Contingency Work must not be included under Pay Items and will not be approved toward VOSB goal participation until such time as those Pay Items have been confirmed as required work of the contract. Direct Allowance items, including but not limited to Mobilization Item #IS671010, will not be approved within the VOSB Utilization Plan. NOTE that these items are not included in the determination of the VOSB Goal percentage.

- 1. PARTIAL PAY ITEMS:** For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.
- 2. COMMITMENT:** The undersigned certify that the information herein is true and correct, and that the VOSB listed below has agreed to perform a commercially-useful function in the work of the contract item(s) listed above and to execute a contract to that effect with the Prime Contractor. The undersigned further understand that NO CHANGES to the type or scope of work performed by the VOSB may be made without PRIOR WRITTEN APPROVAL and that complete and accurate information regarding actual work performed by the VOSB on this contract and the payment thereto must be provided to ISTHA's Department of Diversity and Strategic Development. The Prime Contractor will not assign any of the contract items listed above to a firm other than the VOSB identified below without ISTHA's prior written approval. The Prime Contractor must request, in writing, approval by ISTHA's Diversity and Strategic Development Department of any proposed amendment to the type or scope of work to be performed by the VOSB no later than three business days from the date the Prime Contractor becomes aware of the circumstances supporting the request. Failure to receive written approval prior to a change in type or scope is a violation of the STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN and can subject the contractor to contract sanctions.

Signature for Prime Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact: \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Signature for VOSB Contractor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contact: \_\_\_\_\_

Firm Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_



## VOSB FORM 2023

### Demonstration of Good Faith Efforts to Achieve VOSB Construction Subcontracting Goal

If the VOSB contract goal was not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the bid. Failure to do so may render the Bidder's solicitation response non-responsive and cause it to be rejected, or render the Bidder ineligible for contract award, at ISTHA's sole discretion. The Bidder must provide all evidence relied upon in support of its Good Faith Efforts with its bid.

#### Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Bidder representative who is certifying the Bidder has completed the activities described below. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain VOSB/SDVOSB participation in addition to the items listed below, attach a detailed written explanation.

\_\_\_\_\_ Utilize the Sell2Illinois website to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

\_\_\_\_\_ Identified portions of the contract work capable of performance by available VOSBs/SDVOSBs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate VOSB/SDVOSB participation even when the Bidder could perform those scopes with its own forces.

✓ \_\_\_\_\_ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., pre-bid meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid.

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage VOSBs/SDVOSBs to submit bids.

\_\_\_\_\_ Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in Vendor's efforts to meet the goal.



VOSB FORM 2023 page 2

\_\_\_\_\_ Made efforts to assist interested VOSBs/SDVOSBs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

\_\_\_\_\_ Made efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

\_\_\_\_\_ Utilized resources available to identify available VOSBs/SDVOSBs, including but not limited to VOSB/SDVOSB assistance groups; local, state and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of VOSBs/SDVOSBs.

**Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and Tollway to provide above information**

Print Name: LIZZETE M. RAMOS

Phone contact: 773 696 2330

Position: PRESIDENT

E-mail address: LM@LIZZETEMRAMOS.COM

Signature: 

Date: 8/26/2020



# VOSB FORM 2023

## Good Faith Efforts Contacts Log for Soliciting - VOSB Participation: Form 2023 continued

Project name: \_\_\_\_\_ Project number: \_\_\_\_\_

Bidder name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of VOSBs/SDVOSBs. Duplicate as needed.

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached

**Affidavit of Truthfulness:** Signature below affirms accuracy of Good Faith Efforts and Tollway to provide above information

**Print Name:** \_\_\_\_\_ **Phone contact:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **E-mail address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## SPECIAL PROVISION

### FOR

#### BID CREDIT INCENTIVE PROGRAMS

#### 1. OBJECTIVE OF THE BID CREDIT INCENTIVE PROGRAM

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

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

Current TOLLWAY BID CREDIT Programs are:

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

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

#### 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

TOLLWAY: The Illinois State Toll Highway Authority.

### 3. EARNING BID CREDITS

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

### 4. BIDDING PROCEDURES

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

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

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

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

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

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

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

4.5 Entering BID CREDITS on the bid forms:

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

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

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

## 5. JOINT VENTURE AND SUBCONTRACTOR/FABRICATOR PARTICIPATION

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

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

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

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

## 6. LONGEVITY OF BID CREDIT CERTIFICATES

6.1 Unused BID CREDITS do not expire.

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

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

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

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

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

## 7. FRAUDULENT USE OF BID CREDIT CERTIFICATES

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

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

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



**ILLINOIS TOLLWAY**  
**STANDARD BUSINESS TERMS AND CONDITIONS**

ILLINOIS TOLLWAY CONTRACT NO.: RR-19-4472  
CONTRACTOR/CONSULTANT NAME: LIZETTE MEDINA & Co.

**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>). (v) All contractors and subcontractors must enter or submit weekly payroll reports electronically to the Tollway via the tollway's LCPTracker system. The LCPTracker system can be accessed at <https://prod.lcptracker.net/>.
- 1.4 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.5 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through December 31 of any year must be submitted to the State no later than February 28 of the following year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 1.5.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
  - 1.5.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

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

such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

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

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

23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

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

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

**25. SUPPLEMENTAL PROVISIONS**

**25.1 TOLLWAY SUPPLEMENTAL PROVISIONS**

**25.1.1 Agents and Employees:**

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

**25.1.2 Publicity:**

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

**25.1.3 Third Party Beneficiaries:**

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

**25.1.4 Successors In Interest:**

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

**25.1.5 Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

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

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

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

**25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

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

**25.4 VENDOR SUPPLEMENTAL PROVISIONS**

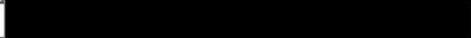
Vendor Supplemental Provisions:

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

LIZETTE MEDINA & CO. 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>
<b>Section/ Subsection #</b>	State the exception such as "add," "replace," and/or "delete."
	NONE
	<b>ADDITIONAL TERMS AND CONDITIONS</b>
<b>New Provision(s), # et. seq.</b>	<b>Section/Subsection New Number, Title of New Subsection:</b> 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>LIZETTE MEDINA &amp; CO.</u>	Agreed:
By: <u>LIZETTE M. RAMOS</u>	By:
Signed: 	Signed:
Position: <u>PRESIDENT</u>	Position:
Date: <u>8/26/2020</u>	Date:



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

Date:

8/26/2020

Project Number:

19-4472

Project Name:

LANDSCAPE PLANTING IMPROVEMENTS

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:

LIZETTE MEDINA & CO.

Federal Employment Identification Number (FEIN):

[REDACTED]

E-Mail:

LM@LIZETTEMEDINA.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)
LIZETTE MEDINA & CO	[REDACTED]	4331 W. 16 <sup>th</sup> ST.	LANDSCAPING.	278,960.00

Signature:

[REDACTED SIGNATURE]

Date:

8/26/2020

Printed Name:

LIZETTE M. RAMOS

DELINQUENT DEBT REVIEW

CONTRACTOR/CONSULTANT



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	67912047
Entity Name	LIZZETTE MEDINA & CO.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Thursday, 7 April 2011
State ILLINOIS
Duration Date PERPETUAL

<b>Agent Information</b>
--------------------------

<b>Name</b> LIZZETTE M RAMOS
<b>Address</b> 4331 W 16TH ST CHICAGO , IL 60623
<b>Change Date</b> Tuesday, 10 March 2020

<b>Annual Report</b>
<b>Filing Date</b> Tuesday, 10 March 2020
<b>For Year</b> 2020

<b>Officers</b>
<b>President</b> <b>Name &amp; Address</b> LIZZETTE M RAMOS 8836 LINCOLNWOOD DR EVANSTON 60203
<b>Secretary</b> <b>Name &amp; Address</b> SAME

<b>Assumed Name</b>
ACTIVE LIZZETTE MEDINA LANDSCAPE MANAGEMENT

<b>Old Corp Name</b>
02/24/2016

HERRERA LANDSCAPE, INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:11 10/16/20

ACTION: S

VENDOR NUMBER= \*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 10/16/20 AT 11:11 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER \*\*\* 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 # 19-4472 Today's Date 8/26/2020

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.

LIZETTE MEDINA & CO. Contractor LIZETTE M. RAMOS Name/Title of Authorized Representative

[Redacted Signature] 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: Lizzette M. Ramos

Business Name: Lizzette Medina & Co.

Taxpayer Identification Number: [REDACTED]

Social Security Number:

or

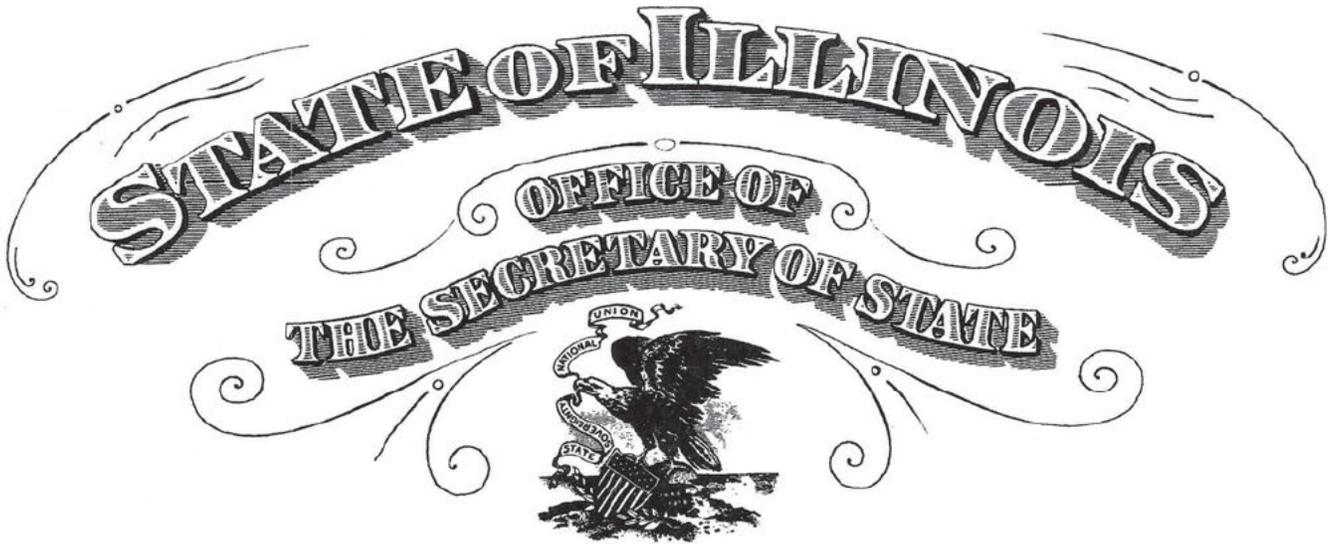
Employer Identification Number: [REDACTED]

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<br>(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation   |
|   | <input type="checkbox"/> P = partnership   |

Signature of Authorized Representative: [REDACTED]

Date: August 26, 2020



**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*

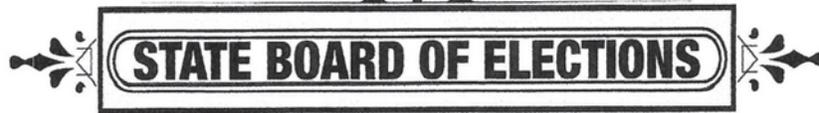
LIZZETTE MEDINA & CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 07, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 31ST day of JANUARY A.D. 2020 .***



# Certificate of Registration



**Registration No. 41355**

**Lizzette Medina & Co.**

4331 W. 16th St

Chicago IL 60623

Information for this business last updated on:

Thursday, July 16, 2020

Certificate produced on Thursday, July 16, 2020 at 11:37 PM



Notice of Eligibility Letter - Attached is your company's Notice of Eligibility letter indicating its eligibility and expiration date.

IDHR.PublicContracts <IDHR.PublicContracts@Illinois.gov>

Tue 12/26/2017 11:31 AM

To: Lizzette Medina <lm@lizzettemedina.com>



Bruce Rauner, Governor  
Janice Glenn, Acting Director

IDHR #: 139605-00  
Date Eligible: 12/21/2017  
Expires on: 12/24/2022

LIZZETTE MEDINA  
PRESIDENT  
LIZZETTE MEDINA & CO.

### NOTICE OF ELIGIBILITY FOR PUBLIC CONTRACTS

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

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

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

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

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

printed above or telephone 312-814-2431

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-8200, TTY (866) 740-3953, Housing Line (800) 682-3942  
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100  
2309 West Main Street, Marion, IL 62958 (618) 993-7463  
[www.state.il.us/dhr](http://www.state.il.us/dhr)

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

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

BidBuy Reference #: 21-557THAENGLCO-B-16432 Procurement/Contract #: RR-19-4472

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 an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor 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 an active State of Illinois Vendor Registration Number.

To ensure that you have an active 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 an active IPG registration.

State of Illinois Vendor Registration Number: 20136169

IPG Expiration Date: 03/27/2021

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

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

Yes  No

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

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

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

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

Name	Address	Relationship to Disclosing Entity
NA	NA	NA

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

**4. 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	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois State Toll Highway	Landscape Planting Improvements	Contract	338,862.90	RR-18-4418
Illinois State Toll Highway	Landscape Planting Improvements	Bid	1,719,165.75	RR-19-4466

**5. Signature**

As of the date signed below, I certify that:

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

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

This disclosure information is submitted on behalf of: Vendor

Name: Lizzette Medina & Co. dba Lizzette Medina Landscape Management

Phone: 773-696-2330

Street Address: 4331 W. 16<sup>th</sup> Street

Email: [lm@lizzette-medina.com](mailto:lm@lizzette-medina.com)

City, State, Zip: Chicago, IL 60623

Vendor Contact: Lizzette M. Ramos

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

Date: 08/26/2020

Printed Name: Lizzette M. Ramos

Title: President

## Vendor Registration: View

Help & Tools 

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

Lizzette Medina &amp; Co, DBA Lizzette Medina Landscape Management

System Vendor Number: 20136169

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## Vendor Registration

TYPE	State of Illinois Vendor Registration (Renew/Update)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	3/23/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0373407
REVIEWER	<a href="#">Chris Haberman</a>
DATE REVIEWED	3/27/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	3/27/2021
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Lizzette Medina & Co DBA Lizzette Medina Landscape Management
CONTACT FOR THIS SUBMISSION	<a href="#">lizzette medina (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:lm@lizzetteмедина.com">lm@lizzetteмедина.com</a>
PHONE	773-696-2330
FAX	773-696-2007
COMPANY EMAIL	<a href="mailto:lm@lizzetteмедина.com">lm@lizzetteмедина.com</a>
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	4331 W. 16th St. Chicago, IL 60623 <a href="#">[edit address]</a>

[View Vendor Profile](#)

## Current Vendor Certifications

Type	Effective	Renewal	Organization
WMBE	3/5/2020	3/5/2021	State of Illinois Central Management Services

## Forms

View	Form Name	Flagged
<a href="#">View</a>	A - B. Business Information & Additional Information	
<a href="#">View</a>	C. Small Business Set-Aside Program	
<a href="#">View</a>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
<a href="#">View</a>	F - G. Certifications & Board of Elections	
<a href="#">View</a>	H. Iran Disclosure	
<a href="#">View</a>	I. Financial Disclosure & Conflicts of Interest	

## NIGP Codes

NIGP 59565	Shrubbery, Evergreen
NIGP 79000	SEED, SOD, SOIL, AND INOCULANTS
NIGP 79050	Sod, Grass
NIGP 94092	Weed and Brush Control Services
NIGP 96268	Removal of Wood, Wood Chips, Bark, etc.
NIGP 96850	Leaf, Bush, Tree Limb Collection
NIGP 96872	Snow and Ice Removal Services
NIGP 96875	Streetscaping Services (Inactive, effective January 1, 2016)
NIGP 96888	Tree and Shrub Removal Services
NIGP 98807	Cleaning of Amusement Areas, Exposition Centers, Grounds, Parks, Picnic Areas, Rest Areas, etc.
NIGP 98836	Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc.
NIGP 98838	Hydromulching Services
NIGP 98852	Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services
NIGP 98875	Roadside Maintenance Services, Including Mowing, etc. (Inactive, please see commodity code 988-36 effective January 1, 2016)
NIGP 98888	Tree Trimming and Pruning Services

## Additional Information

STAFF  
ATTACHED  
FILE(S)

[Attach File](#)

Document



Status

PDF, 3.32

[IPG Application Review Sheet - Lizzette Medina and Co DBA Lizzette Medina Landscape Management.pdf](#)

Filename: IPG\_Application\_Review\_Sheet\_-\_Lizzette\_Medina\_and\_Co\_DBA\_Lizzette\_Medina\_Landscape\_Management\_20200318103014\_6058.pdf

MB  
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Attached by Keely Burton on 3/18/2020



[Lizzette Medina and Co-3.27.2020-IPG Application Review Sheet.pdf](#)

Filename: Lizzette\_Medina\_and\_Co-3.27.2020-IPG\_Application\_Review\_Sheet\_20200327145333\_1951.pdf

PDF, 172.04 KB  
[Edit Info](#)  
[Delete](#)  
Attached by Chris Haberman on 3/27/2020

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

### Signature

SIGNATURE	<b>Lizzette M. Ramos</b>
TITLE	<b>Owner</b>
ORGANIZATION	<b>Lizzette Medina &amp; Co</b>
DATE	<b>3/23/2020</b>

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Lizzette Medina &amp; Co, DBA Lizzette Medina Landscape Management

System Vendor Number: 20136169

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## Vendor Registration

FORM NAME	<b>A - B. Business Information &amp; Additional Information</b>
DESCRIPTION	<b>Complete section A and B, in order to submit this form.</b>
DATE SUBMITTED	<b>3/23/2020</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Lizzette Medina &amp; Co DBA Lizzette Medina Landscape Management</b>
POINT OF CONTACT	<a href="#">lizzette medina</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	<b>Prime</b>	
2. NAME OF CEO/BUSINESS OWNER	<b>Lizzette M. Ramos</b>	
3. ANNUAL SALES/GROSS RECEIPTS	<b>1,099,793.00</b>	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	<b>04/07/2011</b>	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	<b>The business conducts business statewide.</b>	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	<b>Lizzette M Ramos</b>	
CONTACT PERSON TITLE	<b>President</b>	
CONTACT PERSON PHONE	<b>7736962330</b>	
CONTACT PERSON EMAIL	<b>lm@lizzetteмедина.com</b>	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	<b>Business Enterprise Program (BEP) / Veterans Business Program (VBP)</b>	
	<b>Chief Procurement Office (CPO)</b>	
	<b>Small Business Administration (SBA)</b>	

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

**Other Government Agency**

Illinois Tollway

**Additional Information**

STAFF ATTACHED FILE(S)

Attach File

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**Lizzette Medina & Co, DBA Lizzette Medina Landscape Management** System Vendor Number: **20136169**

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<b>Vendor Registration</b>	
FORM NAME	<b>C. Small Business Set-Aside Program</b>
DESCRIPTION	<b>Complete the Small Business Set-Aside Program form</b>
DATE SUBMITTED	<b>3/23/2020</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Lizzette Medina &amp; Co DBA Lizzette Medina Landscape Management</b>
POINT OF CONTACT	<a href="#">lizzette medina</a>
FLAG FORM	<a href="#">Add Flag</a>

<b>C. Small Business Set-Aside Program</b>					
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	<div style="display: flex; justify-content: space-between; align-items: center;"> <span><b>Yes</b></span> <span style="font-size: 1.2em;">↑</span> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="text-align: left; padding: 2px;">Document</th> <th style="text-align: left; padding: 2px;">Status</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;"> <b>SBSP Re-Qualification Statement</b>  <div style="display: flex; align-items: center; margin-top: 5px;"> <span style="font-size: 1.2em; margin-right: 5px;">📄</span> <span style="font-size: 1.2em; margin-right: 5px;">↓</span> <span style="text-decoration: underline; color: blue;">2018- 1120S Tax Return - Lizzette Medina and Co..pdf (PDF, 757.13 KB)                             </span></div> <div style="display: flex; align-items: center; margin-top: 5px;"> <span style="font-size: 1.2em; margin-right: 5px;">📄</span> <span style="font-size: 1.2em; margin-right: 5px;">↓</span> <span style="text-decoration: underline; color: blue;">Small Biz Set Aside.pdf (PDF, 852.13 KB)                             </span></div> </td> <td style="padding: 2px; vertical-align: top;"> <b>Attached</b> by lizzette medina on 3/23/2020                 </td> </tr> </tbody> </table>	Document	Status	<b>SBSP Re-Qualification Statement</b> <div style="display: flex; align-items: center; margin-top: 5px;"> <span style="font-size: 1.2em; margin-right: 5px;">📄</span> <span style="font-size: 1.2em; margin-right: 5px;">↓</span> <span style="text-decoration: underline; color: blue;">2018- 1120S Tax Return - Lizzette Medina and Co..pdf (PDF, 757.13 KB)                             </span></div> <div style="display: flex; align-items: center; margin-top: 5px;"> <span style="font-size: 1.2em; margin-right: 5px;">📄</span> <span style="font-size: 1.2em; margin-right: 5px;">↓</span> <span style="text-decoration: underline; color: blue;">Small Biz Set Aside.pdf (PDF, 852.13 KB)                             </span></div>	<b>Attached</b> by lizzette medina on 3/23/2020
Document	Status				
<b>SBSP Re-Qualification Statement</b> <div style="display: flex; align-items: center; margin-top: 5px;"> <span style="font-size: 1.2em; margin-right: 5px;">📄</span> <span style="font-size: 1.2em; margin-right: 5px;">↓</span> <span style="text-decoration: underline; color: blue;">2018- 1120S Tax Return - Lizzette Medina and Co..pdf (PDF, 757.13 KB)                             </span></div> <div style="display: flex; align-items: center; margin-top: 5px;"> <span style="font-size: 1.2em; margin-right: 5px;">📄</span> <span style="font-size: 1.2em; margin-right: 5px;">↓</span> <span style="text-decoration: underline; color: blue;">Small Biz Set Aside.pdf (PDF, 852.13 KB)                             </span></div>	<b>Attached</b> by lizzette medina on 3/23/2020				

<b>Additional Information</b>	
STAFF ATTACHED FILE(S)	<div style="text-align: center; margin-bottom: 10px;"> <span style="border: 1px solid #ccc; padding: 5px 15px; display: inline-block;">Attach File</span> </div> <p style="text-align: center; color: blue;"><a href="#">Refresh List</a> after attaching file(s).</p>

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Lizzette Medina &amp; Co, DBA Lizzette Medina Landscape Management

System Vendor Number: 20136169

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## Vendor Registration

FORM NAME	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois
DESCRIPTION	Complete section D and E, in order to submit this form.
DATE SUBMITTED	3/23/2020
STATUS	Accepted
BUSINESS NAME	Lizzette Medina & Co DBA Lizzette Medina Landscape Management
POINT OF CONTACT	<a href="#">lizzette medina</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	15	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	My business had 15 or more employees at any time within the past year. 139605-00	

## E. Authorized to do Business in Illinois

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

STAFF ATTACHED FILE(S)

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<b>Vendor Registration</b>	
FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	<b>Complete section F - G, in order to submit the form.</b>
DATE SUBMITTED	<b>3/23/2020</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Lizzette Medina &amp; Co DBA Lizzette Medina Landscape Management</b>
POINT OF CONTACT	<a href="#">lizzette medina</a>
FLAG FORM	<a href="#">Add Flag</a>

### 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. PDF

**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 PDF

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

**Yes**
4. 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 PDF

**Yes**
5. 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 PDF

**Yes**
6. 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 PDF

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL

PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

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

**Yes**

## G. Board of Elections (BOE)

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

7/10

**Yes, I certify my business is registered with BOE.**

41355

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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**Lizzette Medina & Co, DBA Lizzette Medina Landscape Management** System Vendor Number: **20136169**

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FORM NAME	<b>H. Iran Disclosure</b>
DESCRIPTION	<b>Complete section H, in order to submit this form.</b>
DATE SUBMITTED	<b>3/23/2020</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Lizzette Medina &amp; Co DBA Lizzette Medina Landscape Management</b>
POINT OF CONTACT	<a href="#">lizzette medina</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?

**No business operations to disclose.**

### Additional Information

STAFF ATTACHED FILE(S) [Attach File](#)

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Vendor Registration: View Form



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Lizzette Medina & Co, DBA Lizzette Medina Landscape Management

System Vendor Number: 20136169

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	3/23/2020
STATUS	Accepted
BUSINESS NAME	Lizzette Medina & Co DBA Lizzette Medina Landscape Management
POINT OF CONTACT	<a href="#">lizzette medina</a>
FLAG FORM	<a href="#">Add Flag</a>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

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

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

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

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

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

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

Document	Status
<a href="#">Percentage of Ownership.pdf</a> (PDF)	Attached by lizzette medina on 3/4/2020

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

Yes

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

OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

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

**Not applicable - For-Profit Entity**

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

**No**

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

**No**

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

**No**

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

**No**

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

**Not applicable - I answered No in Questions 5-8**

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

**Not applicable - I answered No in Questions 5-8**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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

[Customer Support](#)

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

Vendor Name: Lizzette Medina & Co.

DBA: Lizzette Medina Landscape Management

**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
Lizzette Medina	[REDACTED]	100%		100%	
<a href="#">Click here to enter text.</a>					
<a href="#">Click here to enter text.</a>					
<a href="#">Click here to enter text.</a>					
<a href="#">Click here to enter text.</a>					

# AGREEMENT

CONTRACT NO: RR-19-4472

(USE INK ONLY)

THIS AGREEMENT, authorized by the Board of Directors to be entered into in duplicate this 15 day of October, 2020 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter referred to as the "AUTHORITY"), and LIZZETTE MEDINA & CO.

- \* 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~~

(\* DELETE ALL LINES THAT DO NOT APPLY)

with principal office in the City of CHICAGO, in the State of ILLINOIS (hereinafter referred to as the "contractor").

## WITNESSETH:

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

## DESCRIPTION AND SCOPE OF WORK

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

## CONTRACT

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

1. This executed Agreement and any supplement thereto.
2. The Contract Bonds.
3. The Addenda.
4. The Special Provisions.
5. The Plans.
6. The Tollway Supplemental Specifications.
7. The IDOT Supplemental Specifications and Recurring Special Provisions.
8. The IDOT Standard Specifications for Road and Bridge Construction.
9. The Bid.
10. The Instructions and Information to Bidders.
11. The Advertisement for 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-19-4472**

**CONTRACT BOND AGREEMENT**

The contractor shall simultaneously herewith furnish and deliver to the Tollway 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 Tollway, and each in an amount equal to the contract price with a corporate surety or sureties acceptable to the Tollway 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 Tollway 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 Tollway, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the Tollway, the contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Tollway 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 Tollway be insolvent, the contractor agrees forthwith upon request of the Tollway to furnish and maintain other corporate surety with respect to said Bonds satisfactory to the Tollway.

**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 Tollway.

**TIME OF PERFORMANCE**

The duration of this contract shall commence with the Executive Director's signature and shall continue until **June 2, 2025**, in accordance with the contract book schedule.

**CONTRACT END DATE**

The contract End Date is two (2) years from the completion date. Based on the Completion Date stated in the contract at the time of award the End Date **June 2, 2027**.

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-19-4472**

**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 Tollway 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 Tollway 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-19-4472**

**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 Tollway 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 Tollway is not required to obtain a yearly appropriation of its funds. However, the Tollway 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-19-4472  
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 **Lizzette Medina & Co. dba Lizzette Medina Landscape Management** at:

[Redacted]

[Redacted]

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

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

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

Agreed By:

[Redacted Signature]

OCTOBER 8, 2020

President

Date

LIZZETTE M. RAMOS

Printed Name as Signed Above

ATTEST

[Redacted Signature]

Seal

Secretary

LIZZETTE M. RAMOS

Printed Name as Signed Above



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

[Redacted Signature]

12/09/2020

Willard S. Evans Jr., Chairman/CEO

Date

APPROVED:

[Redacted Signature]

12/08/2020

Jose Alvarez, Executive Director

Date

APPROVED:

[Redacted Signature]

12/08/2020

Cathy R. Williams, Chief Financial Officer

Date

APPROVED:

[Redacted Signature]

12/08/2020

Kathleen Pasulka-Brown, General Counsel

Date

Approved as to Form and Constitutionality

[Redacted Signature]

12/08/2020

Attorney General, State of Illinois

Date

**CORPORATION SIGNATURE FORM**

At a meeting on MARCH 16, 2020, the Board of Directors  
of LIZZETTE MEDINA + Co. adopted the following Resolution:  
(Name of Corporation)

“BE IT RESOLVED that LIZZETTE M. RAMOS  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

LIZZETTE MEDINA + Co.  
(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-19-4472.”

I, LIZZETTE M. RAMOS, 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 8, 2020  
Date

  
Secretary

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT



# Illinois Sales Tax Exemption Certificate

IL STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVE  
DOWNERS GROVE IL 60515-1703

## Sales Tax Exemption Certificate

**Issue date:**

02/10/2020

**Expiration date:**

03/01/2025

**Sales Tax Exemption**

**Organization type:**

Governmental

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.



ILLINOIS

Director

OFFICIAL DOCUMENT - DO NOT DESTROY

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4472

PERFORMANCE BOND

Bond No. 800071182

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lizzette Medina & Co.,  
*(Name of Principal)*

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Atlantic Specialty Insurance Company  
*(Name of Surety)*

a corporation organized and existing under the laws of the State of NY with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One million two hundred sixty-eight thousand one dollar and fifty cents (\$1,268,001.50), 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 No. RR-19-4472. LANDSCAPE PLANTING IMPROVEMENTS TRI-STATE TOLLWAY  
*(Insert Contract Number and Description)*

(I-94) ILLINOIS ROUTE 173 TO ILLINOIS ROUTE 120 MILE POST 1.50 TO MILE POST 11.50

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

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

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

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals  
this 3rd day of November, 2020.

Surety Atlantic Specialty Insurance Company

Principal Lizette Medina & Co.

Address 605 Highway 169 North, Suite 800

Address 4331 W. 16th Street

Plymouth, MN 55441

Chicago, IL 60623

By [Redacted]  
(Seal) / Attorney in Fact William Reidinger



By [Redacted]  
(Signature) LIZETTE M. RAMOS (Seal)  
PRESIDENT  
(Name & Title)

Agent for  
Surety Assurance, a Marsh & McLennan Agency LLC

Attest [Redacted]  
Corporate Secretary

Address 20 N Martingale Rd, Suite 100

Schaumburg, IL 60173

**(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 DuPage ..... ss.:

Surety  
Company  
Acknowledgment:

On this 3rd ..... day of November ..... 2020..., before me personally appeared ..... William Reidinger ..... , to be known, whom being by me duly sworn, did depose and say: that he/she resides at... Schaumburg, IL ..... , that he/she is the Attorney In Fact ..... of Atlantic Specialty Insurance Company ..... , the corporation described in and which executed the annexed instrument; that he/she knows the corporate 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; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State.

My commission expires 07/24/2023 .....





# Power of Attorney

Surety Bond No: 800071182

Principal: Lizzette Medina & Co.  
Obligee: Illinois State Toll Highway Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, 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.

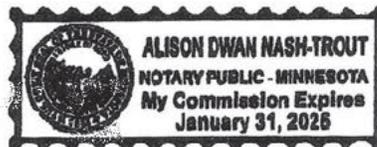
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

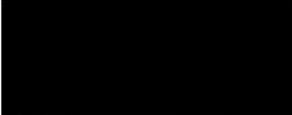


By   
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

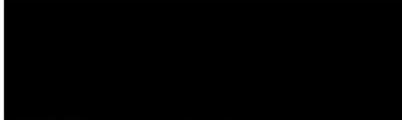


  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of November, 2020.



  
Christopher V. Jerry, Secretary

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. RR-19-4472

PAYMENT BOND

Bond No. 800071182

KNOW ALL PERSONS BY THESE PRESENTS, That we, Lizzette Medina & Co. (Name of Principal)

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

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and Atlantic Specialty Insurance Company (Name of Surety)

a corporation organized and existing under the laws of the State of NY with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of One million two hundred sixty-eight thousand one dollar and fifty cents (\$1,268,001.50), 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 No. RR-19-4472, LANDSCAPE PLANTING IMPROVEMENTS TRI-STATE TOLLWAY (Insert Contract Number and Description)

(I-94) ILLINOIS ROUTE 173 TO ILLINOIS ROUTE 120 MILE POST 1.50 TO MILE POST 11.50

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

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

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

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

this 3rd day of November, 2020.

Surety Atlantic Specialty Insurance Company Principal Lizzette Medina & Co.

Address 605 Highway 169 North, Suite 800 Address 4331 W. 16th Street

Plymouth, MN 55441

Chicago, IL 60623



By [Redacted]  
(Seal) / Attorney in Fact William Reidinger

By [Redacted] (Seal)  
LIZZETTE M. KRAMOS (Signature)  
PRESIDENT (Name & Title)

Agent for  
Surety Assurance, a Marsh & McLennan Agency LLC

Attest [Redacted]  
Corporate Secretary

Address 20 N Martingale Rd, Suite 100

Schaumburg, IL 60173

(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 ... DuPage ..... ss.:

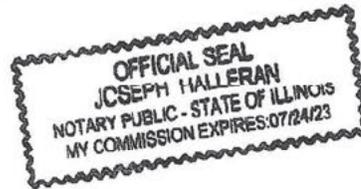
Surety  
Company  
Acknowledgment:

On this 3<sup>rd</sup> ..... day of November ..... 2020..., before me personally appeared..... William Reidinger....., to be known, whom being by me duly sworn, did depose and say: that he/she resides at... Schaumburg, IL....., that he/she is the Attorney In Fact ..... of ..... Atlantic Specialty..... Insurance Company....., the corporation described in and which executed the annexed instrument; that he/she knows the corporate 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; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

.....  
.....

Notary Public in and for the above County and State.

My commission expires..... 07/24/2023 .....





Power of Attorney

Surety Bond No: 800071182

Principal: Lizzette Medina & Co.

Obligee: Illinois State Toll Highway Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, 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.

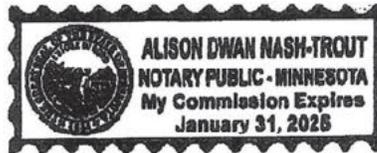
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By [Redacted Signature]
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



[Redacted Signature]
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of November, 2020.



[Redacted Signature]
Christopher V. Jerry, Secretary

December 3, 2020

Lizzette Medina & Co.  
Db a Lizzette Medina Landscape  
Management

RE: Certification of Coverage

Please let this letter serve as certification of the commercial insurance that was secured by and for our client, Lizzette Medina & Co. effective 04/23/2020 – 04/23/2021. The corresponding certificate of insurance should be used as evidence of coverage that Lizzette Medina & Co. is currently carrying and has secured with our agency.

Please also note the following:

- All policies have been issued and provided by the respective carriers; and
- All endorsements have been secured by the respective carrier.

Please note Assurance is classified as a brokerage and as such we have secured coverage through the partnerships with our insurance carrier markets.

If you have any questions please don't hesitate to contact me directly at **312-928-9928**

Sincerely,



**JOSE SUAREZ, AINS, CLCS, CRIS, CAWC**

Assurance | Account Executive, Officer

111 North Canal, Suite 550 | Chicago, IL 60707

p 312.625.5581 | f 847.440.9133

[jsuarez@assuranceagency.com](mailto:jsuarez@assuranceagency.com) | [www.assuranceagency.com](http://www.assuranceagency.com)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	<b>CONTACT NAME:</b> Select Commercial <b>PHONE (A/C, No, Ext):</b> (847) 797-5700 <b>E-MAIL ADDRESS:</b> select@assuranceagency.com	<b>FAX (A/C, No):</b> (847) 440-9133
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lizzette Medina & Co. 4331 W 16th St Chicago IL 60623	<b>INSURER A :</b> Westfield Insurance	
	<b>INSURER B :</b> Chubb National	
	<b>INSURER C :</b> Berkley Environmental	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b> 24112  10052

**COVERAGES**

CERTIFICATE NUMBER: 12773404

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		077255M	4/23/2020	4/23/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	077255M	4/23/2020	4/23/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	077255M	4/23/2020	4/23/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	(21)71787692	4/23/2020	4/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liability	Y		CPL2033233-10	10/19/2020	10/19/2021	Limit:	\$2,000,000
A	Leased & Rented Equipment	Y	Y	077255M	4/23/2020	4/23/2021	Limit:	\$108,200
A	Umbrella Liability (Additional)	Y	Y	CCP940231	11/5/2020	4/23/2021	Aggregate:	\$5,000,000

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

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, (Lizzette Medina) is excluded.

Re: Construction Contract RR-19-4472

Description- Landscape Planting Improvements

Tollroad #- Tri-State Tollway (I-94) Illinois Route 173 to Illinois Route 120

Specifics Route / Mileposts Mile Post 1.50 to Mile Post

11.50

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability, Automobile Liability and Pollution See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Assurance, a Marsh & McLennan Agency LLC company		NAMED INSURED Lizzette Medina & Co. 4331 W 16th St Chicago IL 60623	
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

Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project:  
 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.  
 Illinois Department of Transportation (IDOT), County of Lake, Townships of Newport and  
 Warren; Villages of Wadsworth, Old Mill Creek and Gurnee and City of Waukegan, and their  
 agents and employees.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>          Illinois Department of Transportation (IDOT), County of Lake, Townships of Newport and Warren;          2700 Ogden Ave, Downers Grove, IL 60515</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

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

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

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

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

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

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

# **ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<p><b>Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:</b>  The Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section  2700 Ogned Ave, Downers Grove, IL 60515</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

**AMENDMENT TO 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

The following person(s) and/or Organizations apply to CG 20 32:

*he Consulting Engineer, Program Management Office (PMO), Project Manager, Design Section Engineer, Design  
Corridor Manager, Construction Manager, and Construction Corridor Manager*

*2700 Ogden Avenue*

*Downers Grove, IL 60515*

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

**AMENDMENT TO ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following person(s) and/or Organizations are added to CG 20 26:

*Illinois Department of Transportation (IDOT), County of Lake, Townships of Newport and Warren; Villages of Wadsworth, Old Mill Creek and Gurnee and City of Waukegan, and their agents and employees.*

*2700 Ogden Avenue*

*Downers Grove, IL 60515*

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

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** Lizzette Medina Landscape Management

**Endorsement Effective Date:** 11/18/2020

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Automatic Status when required by Contract

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DRIVE OTHER CAR COVERAGE- BROADENED COVERAGE FOR NAMED INDIVIDUALS- EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

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

<b>Named Insured:</b> Lizzette Medina Landscape Management
<b>Endorsement Effective Date:</b> 11-18-2020

### SCHEDULE

<b>Name Of Individual:</b> Executive Officers and Spouse/members of that person's household				
<b>Covered Autos Liability Coverage</b>	<b>Limit:</b>	\$1,000,000	<b>Premium:</b>	Included
<b>Auto Medical Payments</b>	<b>Limit:</b>	N/A	<b>Premium:</b>	Included
<b>Comprehensive</b>	<b>Deductible:</b>	0	<b>Premium:</b>	Included
<b>Collision</b>	<b>Deductible:</b>	\$50	<b>Premium:</b>	Included
<b>Uninsured Motorists</b>	<b>Limit:</b>	\$1,000,000	<b>Premium:</b>	Included
<b>Underinsured Motorists</b>	<b>Limit:</b>	\$1,000,000	<b>Premium:</b>	Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

**Note:** When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

A. This endorsement changes only those coverages where a premium is shown in the Schedule.

**B. Changes In Covered Autos Liability Coverage**

1. Any "auto" you don't own, hire or borrow is a covered "auto" while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

**C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**

The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

**D. Changes In Physical Damage Coverage**

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household.
- 2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

**E. Additional Definition**

As used in this endorsement:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

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

**EXCLUSION OF SUSPENSION OF INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement effective 11/18/2020	
Named Insured Lizzette Medina Landscape Management	Countersigned by

(Authorized Representative)

It is agreed that the rates and premiums charged at the inception date of this policy include any applicable lay-up credits; therefore a Suspension of Insurance Endorsement does not apply to this policy.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

#### CONTRACTORS POLLUTION LIABILITY

**VI. DEFINITIONS, 5. Insured** is amended to include as an insured any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of your work which is the subject of such written contract or written agreement, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** for that additional **insured**.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

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

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** Lizzette Medina Landscape Management

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Automatic Status when required by Contract

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

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

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

## **BUSINESS AUTO EXPANDED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- B. Supplementary Payments**
  - Bail Bonds - \$5000
  - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- E. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Knowledge and Notice of an Accident, Claim or Suit**
- H. Unintentional Failure To Disclose Hazards**
- I. Worldwide Coverage**
- J. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in **A.** through **J.** listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement.

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/ Lease Gap Coverage - CA 20 71
- Business Interruption Coverage – CA 99 05
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers and Spouse/members of that person's household) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

**A. WHO IS AN INSURED BROADENED**  
**SECTION II - COVERED AUTOS**  
**LIABILITY COVERAGE, Item A. Coverage,**

**1. Who is An Insured** is amended to include the following additional paragraphs:  
**d.** Any legally incorporated subsidiary of

yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance. Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:
  - (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
  - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

## **B. SUPPLEMENTAL PAYMENTS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** Item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments**, sub-paragraphs (2) and (4) are deleted and replaced with 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 per day because of time off from work.

## **C. FELLOW EMPLOYEE EXCLUSION AMENDMENT**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE**, item **B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

## **D. COVERAGE EXTENSIONS**

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

### **a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions**:

### **c. Personal Effects**

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

## **E. ADDITIONAL COVERAGES**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is**

amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

**6. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

**F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions,** subparagraph 3.a. is deleted and replaced with the following:

- (a) Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

**G. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

**SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions** is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b. (2) under 2. **Duties In The Event Of Accident, Claim, and Suit Or Loss** are amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

**H. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

**I. WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

- (4) Anywhere in the world, if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
  - (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the

insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

**J. DEFINITIONS**

Under **SECTION V - DEFINITIONS**, **Item C.** is replaced by the following:

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**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
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

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

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

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

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All Locations
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.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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.

# 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

<p><b>Name Of Person Or Organization:</b> Automatic status when required by written contract, agreement or permit</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

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

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

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

**Schedule**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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 **04-23-20** Policy No. **(21) 7178-76-92**

Insured **LIZZETTE MEDINA & CO.**

Endorsement No.

Premium \$ **Incl.**

Insurance Company **Chubb National Insurance Company**