

## RESOLUTION NO. 22016

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-19-4716 for Building Demolition on the Elgin O'Hare Western Access (I-490), Mile Post 0.60 to Mile Post 0.85. The lowest responsive and responsible bidder on Contract No. I-19-4716 is Martinez Frogs, Inc. in the amount of \$573,130.25.

**Resolution**

Contract No. I-19-4716 is awarded to Martinez Frogs, Inc. in the amount of \$573,130.25, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:



Chairman



August 14, 2020

Mr. Ricardo Martinez  
Martinez Frogs, Inc.  
650 Andy Dr.  
Melrose Park, IL 60160

**Re: Construction Contract I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition, Franklin Avenue**

## **NOTICE TO PROCEED**

Dear Mr. Martinez:

As of this date, with receipt of all the executed Contract Documents, in accordance with Section 103.08 of the Tollway Supplemental Specifications and S.P. 104 of the Contract Requirements, the Work commencement date is hereby set forth as August 14, 2020. Construction of the Work can commence and the terms and conditions of your Contract Documents become effective on this date. A duplicate original of the contract book will follow shortly by mail.

This contract is subject to the Illinois Procurement Code 30 ILCS 500. This code requires the General Contractor to submit certification/disclosure forms from subcontractors of all tiers, whose contract value exceeds \$50,000. Truckers and suppliers are exempt from the certification /disclosure requirement. The e-Builder A-15 (Subcontractor Approval) and FDR (Financial Disclosure Review) processes are the vehicles to request approval of a subcontractors and for submittal of certification/disclosure forms. Subcontractors who have not been approved in the e-Builder A-15 process or have not submitted certifications/disclosures in an acceptable format will not be allowed to start work.

Upon request, a copy of the sub-contract agreement must be submitted within fifteen (15) days after execution of the contract, or after execution of the sub-contract, whichever is later, for those sub-contracts with an annual value of more than \$50,000.

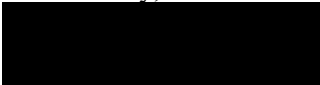
In accordance with the Contractor's Quality Program Manual, Section 3.3 – Submittal – we are requesting submittal of your Contractor's Quality Plan, via Tollway's Web-Based Project Management System, within fourteen (14) days of receiving this Notice to Proceed, for approval by the Chief Engineering Officer.

Martinez Frogs, Inc. – Contract I-19-4716  
Notice To Proceed  
Page 2 of 2

Baseline schedule for the scope of this contract will be required to be submitted to the Engineer within 14 calendar days of the issuance of the Notice to Proceed per Tollway Supplemental Spec. 108.02.

As provided in Special Provision 103.1 and Article 108.05 of the Tollway Supplemental Specifications, the completion date for this project is hereby fixed at December 23, 2020.

Sincerely,



Eric Ocomy  
Chief of Contract Services

EO: cmhg

cc	Manar Nashif	Chief Engineering Officer
	John Szabo	Robert Flaska
	Eleanor Curcuro	John Stevens
	Dorothy Jablonski	Lt. Robert Meeder

File: 03.4716.01.03 LT\_Tollway\_EO\_4716MartinezFrogsNTP\_08142020

**RETURN WITH BID**  
**SMALL BUSINESS SET-ASIDE**

**CONTRACT I-19-4716**

**ELGIN O'HARE WESTERN ACCESS  
TOLLWAY (I-490)**

**BUILDING DEMOLITION**

**FRANKLIN AVENUE  
BENSENVILLE, COOK COUNTY, ILLINOIS**



Illinois Tollway  
2700 Ogden Avenue Downers Grove, IL 60515

**VOLUME I**  
**REQUIRED DOCUMENTS**



**ADDENDUM NO. 2  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-19-4716  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 3/17/2020**

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, **March 20, 2020**

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. The bid opening will take place at the scheduled date and time. Please note that Sealed Bids will not be accepted by mail. Sealed Bids for the above numbered Contract will be received by the Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, 60515, until 10:30:00 a.m., local time, on March 20, 2020, at which time the bids will be opened and the bids read aloud. The bid opening will be webcast from the Illinois State Toll Highway Authority offices. Public attendees will be allowed to view the webcast in Conference Room 175 at the Illinois State Toll Highway Authority offices on March 20, 2020 beginning at 10:30:00 a.m.

**ADDENDUM NO. 1  
TO  
CONTRACT REQUIREMENTS  
FOR CONTRACT I-19-4716  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**Date: 3/10/2020**

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, **March 20, 2020**

**NOTICE OF REVISION TO CONTRACT**

**NOTES:**

1. A complete set of Schedule of Prices is included with this Addendum and must be inserted into the Contract Bid by the Bidder. The Bidder's attention is called to pages P-5R through P-7R, which have been revised and included as part of the Schedule of Prices.
2. The following revised Special Provision pages are included in the Contract with this Addendum:  
Volume II: J-iiR and J-42R.
3. The following new Special Provision pages are included in the Contract with this Addendum:  
Volume II: J-65A and J-67A through J-67E.
4. The following revised Contract Drawings are included in this Addendum:  
Volume 1 – Drawings 2 and 4.
5. The minutes and sign-in sheet from the Optional Pre-Bid Meeting held on February 25, 2020 are included in this Addendum.
6. The minutes and sign-in sheet from the Optional Site Walk Through Meeting held on February 26, 2020 are included in this Addendum.

# **CHANGES TO THE CONTRACT REQUIREMENTS**

## **CHANGES TO THE SCHEDULE OF PRICES**

SUMMARY OF REVISIONS TO PAY ITEMS QUANTITIES						
SP. PROV. *	PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY
*	<b>JT154117</b>	ALLOWANCE FOR SOIL CONDITIONS	UNIT	0	10,000	10,000
*	<b>JT902010</b>	GARAGE REMOVAL, DETACHED	SQ.FT.	0	3,262	3,262

\* Denotes Special Provision

**Change #1** Contract Requirements, Volume I, pages P-5 through P-7 replaced with pages P-5R through P-7R. These replacements contain the following revisions (attached):

- 1.1. Revised the quantities per the above summary of revisions to pay items quantities table.
- 1.2. Revised TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)

## **CHANGES TO THE CONTRACT SPECIAL PROVISIONS**

**Change #2** Contract Requirements, Volume II, replace page J-ii with page J-iiR. This replacement contains the following revisions (attached):

- 2.1. Revised page numbers to S.P. BUILDING REMOVAL.
- 2.2. Added Special Provisions: S.P. ALLOWANCE FOR SOIL CONDITIONS and S.P. GARAGE REMOVAL, DETACHED

**Change #3** Contract Requirements, Volume II, replace page J-42 with page J-42R. This replacement contains the following revisions (attached):

- 3.1. Revised first paragraph.
- 3.2. Added second paragraph.

**Change #4** Contract Requirements, Volume II, add the following Special Provision J-65A. This replacement contains the following revisions (attached):

- 4.1. **S.P. ALLOWANCE FOR SOIL CONDITIONS**

**Change #5** Contract Requirements, Volume II, add the following Special Provision J-67A through J-67E. This replacement contains the following revisions (attached):

- 5.1. **S.P. GARAGE REMOVAL, DETACHED**

## **CHANGES TO THE CONTRACT DRAWINGS**

**Change #6** Contract Plans, Drawing 2. Index of Drawings, Index of Standards drawings, General Notes and SOQ This drawing contains the following revisions (attached)

- 6.1. The Summary of Quantities has been revised to reflect the changes in the revised schedule of prices accompany this addendum.

**Change #7** Contract Plans, Drawing 4. Index of Drawings, Building 1 Removal Location Detail. This drawing contains the following revisions (attached)

7.1. Garage Removal, Detached, Above Ground Tanks, and Concrete Retaining Walls are shown on the plans.

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**END OF ADDENDUM CHANGES**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT I-19-4716**  
**ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)**  
**BUILDING DEMOLITION**  
**FRANKLIN AVENUE**  
**BENSENVILLE, COOK COUNTY, ILLINOIS**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X2503110	MOWING (SPECIAL)	ACRE	1.25		
*	Z0007601	BUILDING REMOVAL NO.1	L SUM	1		
*	Z0007602	BUILDING REMOVAL NO.2	L SUM	1		
*	JI664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	3,910		
*	JI664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	6		
*	JI664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	3		
*	JI664335	DOUBLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EACH	1		
**	JS670B00	FIELD OFFICE, TYPE B	CAL MO	8		
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1		
*	JT701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ.FT. IN AREA	SQ.FT.	80		
*	JT902010	GARAGE REMOVAL, DETACHED	SQ.FT.	3,262		
	TOTAL AMOUNT OF CORE WORK					

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT I-19-4716  
ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)  
BUILDING DEMOLITION  
FRANKLIN AVENUE  
BENSENVILLE, COOK COUNTY, ILLINOIS  
SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	50,000	\$1.00	\$50,000.00
*	JT154008	UNFORSEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	\$1.00	\$20,000.00
*	JT154058	CONTRACT ALLOWANCE FOR SITE CLEAN-UP	UNIT	80,000	\$1.00	\$80,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	\$1.00	\$25,000.00
*	JT154117	ALLOWANCE FOR SOIL CONDITIONS	UNIT	10,000	\$1.00	\$10,000.00
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	999NEG77	NON-COMPLIANCE WITH MOWING (SPECIAL) SPECIAL PROVISION	DAY		(500.00)	
	999NEG78	NON-COMPLIANCE WITH BUILDING REMOVAL SPECIAL PROVISION	OCCUR		(700.00)	

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT I-19-4716**  
**ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)**  
**BUILDING DEMOLITION**  
**FRANKLIN AVENUE**  
**BENSENVILLE, COOK COUNTY, ILLINOIS**  
**SCHEDULE OF PRICES**

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOUR		15	
	TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)					185,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						
BID CREDIT						
AWARD CRITERIA						

**S.P. COLUMN LEGEND**

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- \*\*\* INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

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

DEMOLITION PLAN.....	J-41
BUILDING REMOVAL .....	J-42R
RIGHT-OF-WAY FENCE, TYPE 1 (ILLINOIS TOLLWAY).....	J-56
CONTRACT ALLOWANCES (ILLINOIS TOLLWAY).....	J-62
CONTRACT ALLOWANCE FOR SITE CLEAN-UP .....	J-63
CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES (ILLINOIS TOLLWAY).....	J-64
ALLOWANCE FOR SOIL CONDITIONS .....	J-65A
TEMPORARY INFORMATION SIGNING (ILLINOIS TOLLWAY).....	J-66
GARAGE REMOVAL, DETACHED .....	J-67A
RRECURRING SPECIAL PROVISIONS CHECK SHEET .....	RECURR-1



## BUILDING REMOVAL

### Description:

This work shall consist of the removal and disposal of various buildings of various sizes, types of construction and ages, together with all retaining walls and piers, down to a plane below the building slabs or floor level of the basements or to 2 ft below the surrounding existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. The work shall include the removal of all items on each building site but not be limited to structures, sheds, utilities, interior and exterior equipment associated with the buildings, interior and exterior equipment within the designated perimeter of buildings, silos, conveyor belts, generators and concrete pads, air condition units and concrete pads, lighting units, stairs, porches, canopies, decks, fences, driveway pavements, sidewalks, gas meters, splice boxes, stumps, planters, and vegetation. The work also includes all permit applications. Tree preservation and protection should be explored before consideration of removal and replacement. When tree removal is necessary locations for on-site replacement should be pursued before considering potential off-site mitigation solutions. The material shall be removed off-site and disposed of by the Contractor according to Article 202.03 of the Standard Specifications.

The void caused by the removal of the building slabs or foundations shall be backfilled with suitable excavated material approved by the Engineer. Backfill shall be deposited in uniform lifts not exceeding 6 inches thick loose measure and compacted to meet the surrounding existing grade.

Existing trees shall be preserved per Article 201.05 of the Standard Specifications for Road and Bridge Construction, except as directed by Engineer.

This contract lists properties/buildings that the Illinois Tollway does not own but is in the process of acquiring. **NO CONTRACT WORK OF ANY KIND SHALL COMMENCE UNTIL THE CONTRACTOR IS GIVEN WRITTEN NOTIFICATION THAT THE PARCEL HAS BEEN ACQUIRED BY THE ILLINOIS TOLLWAY.**

Site inspections prior to contract award shall be confined to public Rights of Way only. The parcels are privately owned and there must be NO contact, relative to these Proposal Documents, between the contractor and parcel owners and/or tenants.

The building(s) are identified as follows:

Plan No.	ISTHA PIN	Parcel ID	Property Address	Village/City/ County	Approx. building/ garage/ shed areas (SF)
1	WA-1D-12-039	12-19-100-031 12-19-100-043	11825 Franklin Ave	Bensenville, Cook	62,250

## ALLOWANCE FOR SOIL CONDITIONS

**Description.** This Special Provision establishes a budgetary allowance for potential soil sampling at the properties scheduled for building removal as directed by the Engineer.

### Method of Measurement

This work will not be measured for payment.

### Basis of Payment:

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

Pay Item Number	Designation	Unit of Measure
JT154117	ALLOWANCE FOR SOIL CONDITIONS	UNIT

## **GARAGE REMOVAL, DETACHED**

### **Description:**

This work shall consist of the removal and disposal of various garages of various sizes, types of construction and ages, together with all retaining walls, down to a plane 2 ft below the garage floor slabs or 2 ft below the surrounding existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. The work shall include the removal of all items on each garage site but not be limited to structures, utilities, interior and exterior equipment associated with the garages, interior and exterior equipment within the designated perimeter of garages, and permit applications. Covered patios, canopies, and decks which are physically attached to the garage shall be included in Garage Removal, Detached

This contract lists properties/garages that the Illinois Tollway does not own but is in the process of acquiring. **NO CONTRACT WORK OF ANY KIND SHALL COMMENCE UNTIL THE CONTRACTOR IS GIVEN WRITTEN NOTIFICATION BY THE ENGINEER THAT THE PARCEL HAS BEEN ACQUIRED.**

The parcels are privately owned and there must be NO contact, relative to these Proposal Documents, between the contractor and parcel owners and/or tenants.

The separated garage(s) are identified on the following properties:

<b>ISTHA PIN</b>	<b>Parcel ID</b>	<b>Property Address</b>	<b>Village/City /County</b>	<b>Approx. garage/shack areas (SF)</b>
<b>WA-1D-12-039</b>	<b>12-19-100-031 12-19-100-043</b>	<b>11825 Franklin Ave</b>	<b>Bensenville , Cook</b>	<b>3,262</b>

### **Sequence of Work and Site Schedule Determination**

The anticipated sequence of work, timeline and items of work for each individual parcel shall be as described in the Special Provisions for Building Removal and Demolition Plan.

Asbestos and lead testing and respective remediation shall be performed as specified under the special provision for Building Removal. The cost of this work shall be included in the pay item GARAGE REMOVAL, DETACHED.

### **Removal:**

Work includes:

- a. Discontinuance of Utilities
- b. Board-up Services
- c. Removal of all identified separated garages on property parcels at the above indicated locations
- d. Site Erosion Control

- e. Proper disposal of all removal debris off site
- f. Site stabilization and clean-up

Discontinuance of Utilities. The Contractor shall arrange for the discontinuance of all utility services that serve the garage(s) according to the respective requirements and regulations of the Village, City, County, or utility companies involved. The Contractor shall disconnect and remove all service outlets and utility cable and/or conduits from the site up to the property line, as directed by the jurisdictional agency or as directed by the Engineer, in an approved manner. Utilities beyond the property line that serve any building the Contractor is to remove, shall be sealed in an approved manner.

The Contractor shall take reasonable action to determine the location of any underground utility facilities in and near the area for which such excavation operation is to be conducted; and shall plan the excavation or removal to avoid or minimize interference with underground utility facilities within the tolerance zone by utilizing such precautions that include, but are not limited to, hand excavation, vacuum excavation methods, and visually inspecting the excavation while in progress until clear of the existing marked facility;

During and following excavation and/or removal, the Contractor shall protect existing underground utility facilities in and near the excavation or removal area as required to avoid damage to the facility.

The Contractor shall backfill all excavations in such manner and with such materials as may be reasonably necessary for the protection of existing underground utility facilities in and near the excavation or removal area.

In addition to establishing the approximate location of the facility, the Contractor shall be required to fully expose the facility to verify its horizontal and vertical location, if underground operations are contemplated within the Tolerance Zone, which is defined to mean the approximate location of underground utility facilities defined as a strip of land at least 3 feet wide, but not wider than the width of the underground facility plus 2.0 feet on either side of the outside edge of such facility based upon the markings made by the Engineer or operator of the facility. Excavation within the tolerance zone requires extra care and precaution. This work is covered under the Special Provision, GARAGE REMOVAL, DETACHED.

Garage Removal. It shall be the responsibility of the Contractor to determine the limitations imposed by local ordinances with respect to construction operations, equipment noise, dust and working time restrictions. The Contractor shall prosecute the work without delays or extended time intervals between activities.

The Contractor shall provide continued on-going inspections by a competent person as the demolition work progresses to detect hazards resulting from weakened or deteriorated floors or walls, or loosened material. No worker shall be permitted to work where such hazards exist until they are corrected by shoring, bracing, or other effective means.

The Contractor is responsible for any damage to adjacent properties and facilities and shall promptly repair any damages to the satisfaction of the Engineer and the property owner at no additional cost to the Illinois Tollway. The use of explosives is prohibited.

Open burning of any type is not allowed. Haul routes for debris and access shall be maintained and kept free of dust and debris.

The void caused by the removal of the foundations shall be backfilled with suitable excavated material approved by the Engineer. Backfill shall be deposited in uniform lifts not exceeding 6 inches thick loose measure and compacted to meet the surrounding existing grade.

Garage removals process shall occur as soon as receipt of permits from the permitting Authorities.

Site Erosion and Sediment Control and Stormwater Pollution Prevention. The Contractor shall provide erosion and sediment control measures on each site to stabilize disturbed areas and control off-site sediment discharge. Measures shall include the use of silt fence along the downslope perimeter of each site where a potential for off-site sediment discharge exists, installation of inlet filters on adjacent roadways or within the site, temporary stabilization if required, and permanent seeding and restoration. Refer to S.P. 111.2 for controls and practices. The controls mentioned in S.P. 111.2 represent the minimum control required and additional controls may be required as directed by the Engineer. The measures listed here are not all-inclusive. It is recommended that the minimum area of each site be disturbed. The installation of erosion and sediment control measures shall be approved by the Engineer. The Contractor shall also be responsible for implementation of the "Other Controls" specified in S.P. 111.2(1)(c) for stormwater pollution prevention. The Contractor shall be responsible for the temporary removal and replacement for construction; installation, maintenance of all erosion and sediment control measures. After all temporary sediment controls are removed the areas disturbed by all construction operations shall be restored. The cost of Erosion and Sediment Control and Stormwater Pollution Prevention measures shall be included in the cost of BUILDING REMOVAL.

Best Management Practices. The Illinois Tollway is committed to the reduction of solid and construction waste from landfills and in the recycling of excess material generated by construction activities. It is strongly recommended that the Contractor seek every opportunity to properly recycle all construction material removed from the project sites.

The Contractor will be required to submit a Construction and Removal Debris Recycling Plan for each removal site based on the use of Best Management Practices (BMP's) prior to the start of the project to show a good faith effort in recycling material and reducing excess material sent to landfills. This plan shall be submitted at the release of any garage to be removed. This plan must also include any recycling efforts of any subcontractor.

The following materials should be considered for recycling efforts:

- Asphalt material (bituminous concrete surfaces/driveways, asphalt shingles, tar paper)
- Portland Cement Concrete material (pavement, curb and gutter, foundations, floors, sidewalks, driveways, barrier walls)
- Metal material (piping, duct work, door/window frames, roof joints, poles and posts, support)
- Aluminum materials (siding, wiring, door/window frames)
- Brick (decorative, face, paving)
- Copper material (wire and cable)
- Landscape material (trees, chips, topsoil, plants, sod)
- Site material (aggregate, natural clean sands or soils, topsoil)

- Building components (cabinets, finished wood trim/millwork, windows, doors, window/door frames, plumbing fixtures, heating and cooling equipment, wood flooring, carpeting, lighting fixtures, insulation)

The form at the end of this Special Provision shall be used as a guideline for Construction and Removal Debris Recycling Plan to document the type of material and volume to be recycled and the location or final disposal of material. This form shall be completed for each garage removal site.

Site Removals. The site shall have all separated garages removed. Dust control for each site shall be in accordance with Article 107.36 of the Illinois Tollway Supplemental Specifications, latest edition.

Contractor to coordinate with the responsible utility companies or agencies before removing any public or private utility boxes, poles, posts, pedestals, manholes, valves, signs or other items within the removal sites. All existing underground utility lines within the removal sites shall be protected from being damaged. If any existing utility were to be disturbed, it is Contractor's responsibility to restore the infrastructure to its existing conditions at no additional cost to the Illinois Tollway.

**Method of Measurement:** This work will be measured in place along the perimeter where the structure meets the existing ground and the area computed in square feet.

**Basis of Payment:** This work shall be paid for at the contract unit price per square foot for GARAGE REMOVAL, DETACHED.

Pay Item Number	Designation	Unit of Measure
JT902010	GARAGE REMOVAL, DETACHED	SQ FT

## Construction and Removal Debris Recycling Plan

Site Location Number: \_\_\_\_\_

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

MATERIAL TO BE RECYCLED	VOLUME (Cu. yd. sf, ton, etc.)	DISPOSITION	DATE

We certify that the materials listed above were recycled as listed. Other miscellaneous debris was properly disposed of at an approved site. Proof of proper disposal will be provided upon request.

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

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

INDEX OF DRAWINGS

DRAWING NO.	SHEET NO.	DESCRIPTION
1	GEN-1	COVER SHEET
2		INDEX OF DRAWINGS, INDEX OF STANDARD DRAWINGS, GENERAL NOTES, AND SOQ
3	LOC-1	BUILDING REMOVAL LOCATION MAPS
4	DTL-1	BUILDING 1 REMOVAL LOCATION DETAILS
5	PLT-1	BUILDING REMOVAL PLAT DETAILS
6	TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS
7	TC-22	ARTERIAL ROAD INFORMATION SIGN

LIST OF STANDARD DRAWINGS

TOLLWAY STANDARD DRAWINGS

STANDARD	TITLE
DI-05	RIGHT OF WAY FENCE
KI-08	TEMPORARY EROSION AND SEDIMENT CONTROLS

IDOT HIGHWAY STANDARDS

STANDARD	TITLE
00001-07	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
701001-02	OFF-ROAD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5m) AWAY
701006-05	OFF-ROAD OPERATIONS, 2L, 2W, 15' (4.5m) TO 24" (600mm) FROM

701101-05	PAVEMENT EDGE
	OFF-ROAD OPERATIONS, MULTILANE, 15' (4.5m) TO 24" (600mm) FROM
	PAVEMENT EDGE
701106-02	OFF-ROAD OPERATIONS, MULTILANE, MORE THAN 15' (4.5m) AWAY
701501-06	URBAN LANE CLOSURE, 2L, 2W UNDIVIDED
701606-10	URBAN LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN
701801-06	SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-08	TRAFFIC CONTROL DEVICES

SUMMARY OF QUANTITIES

SP	PAY ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	RECORD QUANTITY
*	X2503110	MOWING (SPECIAL)	ACRE	1.25	
*	Z0097601	BUILDING REMOVAL NO. 1	L SHM	1	
*	Z0097602	BUILDING REMOVAL NO. 2	L SHM	1	
*	J864335	RIGHT-OF-WAY FENCE, TYPE 1, 6"	FOOT	3,910	
*	J864310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	6	
*	J864315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	3	
*	J864335	DOUBLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EACH	1	
**	J5670800	FIELD OFFICE, TYPE B	CAL MO	8	
**	J5671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SHM	1	
*	J7154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	50,000	
*	J7154008	UNFORESEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	
*	J7154058	CONTRACT ALLOWANCE FOR SITE CLEAN-UP	UNIT	80,000	
*	J7154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	
*	J7154117	ALLOWANCE FOR SOIL CONDITIONS	UNIT	10,000	
*	J7701052	TEMPORARY INFORMATION SIGNING-GROUND MOUNT, GREATER THAN 24 SQ FT IN AREA	SQ FT	80	
*	J7902010	GARAGE REMOVAL DETACHED	SQ FT	1,360	

\* INDICATES SPECIAL PROVISIONS.  
\*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS

GENERAL NOTES

- GENERAL SAFETY PROVISIONS: TO PROVIDE TOLLWAY AND CROSSROAD PATRONS SAFE TRAVEL CONDITIONS DURING THIS CONSTRUCTION PROJECT, AND TO PROVIDE SAFE WORKING CONDITIONS FOR ALL EMPLOYEES, BOTH OF THE TOLLWAY AND PRIVATE CONTRACTOR, THE RULES, REGULATIONS, AND CONDITIONS STATED BELOW WILL PREVAIL FOR THE DURATION OF THIS CONTRACT.
- ALL VEHICLES INCLUDING PASSENGER CARS, WHETHER OWNED BY THE CONTRACTOR OR ANYONE REPRESENTING HIM, SHALL BE REQUIRED TO STOP AT A STOP SIGN PRIOR TO ENTERING THE RIGHT-OF-WAY OR THE REAR WING OF THE VEHICLE AND VISIBLE FOR AT LEAST 500 FEET TO THE REAR OF THE VEHICLE. IN ADDITION, A SIGN MUST BE DISPLAYED ON EACH SIDE OF THE VEHICLE AND WITH LETTERS AT LEAST 3 INCHES IN HEIGHT AND WITH A SUITABLE FONT, SHOWING THE COMPANY NAME AND ADDRESS, MAGNETIC OR TEMPORARY SIGNS ARE ACCEPTABLE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE TOLLWAY AT LEAST 5 DAYS IN ADVANCE OF ANY CONSTRUCTION NEAR TOLLWAY OWNED FACILITIES (ELECTRICAL, COMMUNICATION CABLES, FIBER OPTIC CABLE, TRAFFIC CONTROL, CAMERAS, ETC.) USING THE TOLLWAY WEBSITE [www.tollway.com/roadwork/roadwork.htm](http://www.tollway.com/roadwork/roadwork.htm). ANY BURED FACILITY EXPOSED BY THE CONTRACTOR BY HAND DIGGING, ONCE EXPOSED, THE CONTRACTOR SHALL PROTECT THE FACILITY, IF CONTRACTOR CUTS OR DAMAGES THE TOLLWAY FACILITY, EITHER THROUGH CARELESSNESS OR FAILURE TO FOLLOW THE ABOVE PROCEDURE, HE/SHE SHALL BE HELD RESPONSIBLE FOR THE REPAIR OF THE DAMAGE AT HIS/HER EXPENSE, AND TO THE SATISFACTION OF THE TOLLWAY.
- THE CONTRACTOR SHALL BE MADE AWARE THAT ALL CONSTRUCTION VEHICLES SHALL BE LIMITED TO 15 FEET ABOVE EXISTING GRADE WHILE CROSSING UNDER COMMONWEALTH EDISON'S TRANSMISSION LINES.
- MAINTAINING DRAINAGE: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN DRAINAGE LOTS AT ALL TIMES DURING THE PERFORMANCE OF THE WORK. METHODS USED BY THE CONTRACTOR SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
- THE SCALE SHOWN ON THE DRAWINGS APPLIES ONLY TO FULL SIZE PLANS AND NOT TO THE REDUCED SIZE PLANS.
- THE CONTRACTOR MUST CALL "JULIE", AT (800) 892-0123 OR 811 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, AND GAS LINES, 48 HOURS PRIOR TO STARTING ANY EXCAVATIONS.
- THE CONTRACTOR WILL NOT BE ALLOWED TO SET UP A YARD OR FIELD OFFICE ON ANY TOLLWAY PROPERTY OR TOLLWAY PROPERTY WITHOUT WRITTEN PERMISSION FROM THE TOLLWAY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD.

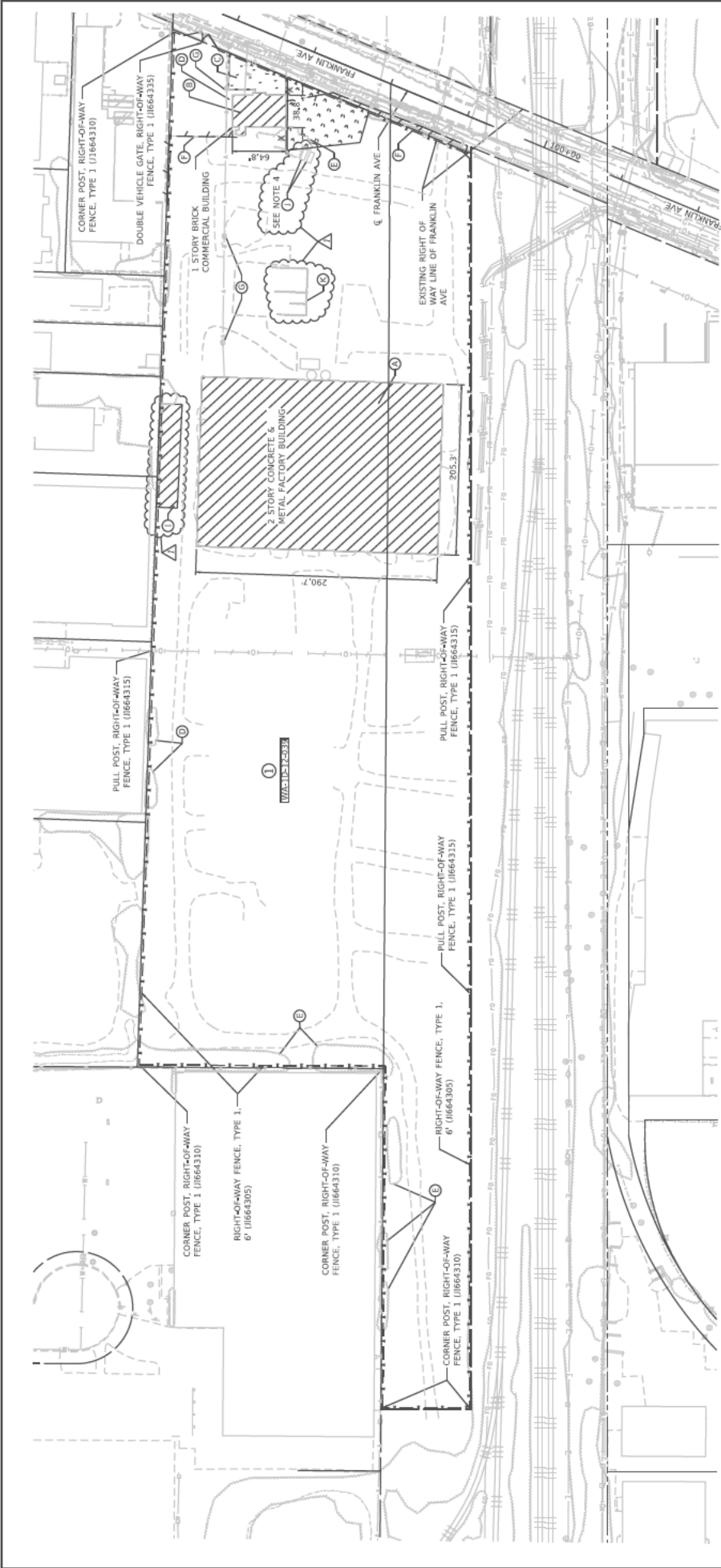
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REMOVAL PERMIT(S) FROM THE VILLAGE OR CITY AGENCIES WHERE THE REMOVAL WILL TAKE PLACE.
- THE CONTRACTOR MUST CONTACT THE APPROPRIATE VILLAGE OR CITY AGENCIES FOR CORRESPONDING UTILITY DISCONNECTION REQUIREMENTS.
- ALL PERMIT FEES FOR THE DISCONNECTION OF UTILITIES SHALL BE INCLUDED IN THE UNIT PRICE FOR THE BUILDING REMOVAL.
- BACKFILL USED FOR ANY HOLES, SUCH AS BASEMENTS, SHALL BE FILLED WITH PORULUS GRANULAR EMBANKMENT AND SHALL BE INCLUDED IN THE UNIT PRICE FOR THE BUILDING REMOVAL.
- ALL TRAFFIC CONTROL SHALL BE INCLUDED IN THE UNIT PRICE FOR THE BUILDING REMOVAL, EXCEPT FOR "TEMPORARY INFORMATION SIGNING" GROUND MOUNT, GREATER THAN 24 SQ. FT.
- THE CONTRACTOR SHALL INSTALL TRUCKS ENTERING AND LEAVING HIGHWAY\* SIGNS, W21-0105 (MODIFIED) IN EACH DIRECTION ON ALL THE MAJOR ROADS LEADING TO THE CONSTRUCTION SITES. THESE SIGN SHALL BE INCLUDED WITH BUILDING REMOVAL.
- DUST CONTROL FOR EACH SITE SHALL BE IN ACCORDANCE WITH ARTICLE 107.26 OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND SHALL BE INCLUDED IN THE UNIT PRICE FOR THE BUILDING REMOVAL.
- ALL SITE REMOVAL SUCH AS TREES, HEDGES, BRUSHES, VEGETATION, CLEARING AND GRUBBING, BITUMINOUS AND CONCRETE DRIVEWAYS, FENCING, BUILDING, GARAGE, SHED, RETAINING WALLS, CONCRETE SIDEWALK, TANKS, STRUCTURES, CURB AND GUTTER, CONCRETE BOX LIGHT/UTILITY POLES, HYDRANT, GUARDRAIL, PAD, FLAG POLE, SIGNS, ETC. SHALL BE INCLUDED IN THE UNIT PRICE FOR THE BUILDING REMOVAL.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER 21 DAYS PRIOR TO PERFORMING TREE REMOVAL AT EACH BUILDING SITE. THE ENGINEER SHALL MEET WITH THE TOLLWAY TO CONFIRM LIMITS OF REMOVAL, FOR BIDDING PURPOSES. THE CONTRACTOR SHALL ASSUME THAT ALL TREE AND VEGETATION WILL BE REQUIRED TO BE REMOVED FROM EACH BUILDING SITE, SEE SPECIAL PROVISION FOR BUILDING REMOVAL.
- TEMPORARY FENCE SHALL BE CONSTRUCTED BY THE CONTRACTOR AS SPECIFIED IN THE SPECIAL PROVISION. EXISTING FENCE CAN BE USED AS TEMPORARY FENCE IF IT IS IN ACCEPTABLE CONDITION TO THE ENGINEER. EXISTING FENCE SHALL BE DISCONNECTED AND OR REMOVED AS REQUIRED FOR THE CONTRACTOR'S OPERATION. COST IS INCLUDED IN THE UNIT PRICE FOR THE BUILDING REMOVAL.
- ANY RIGHT-OF-WAY MARKERS DISTURBED BY THE CONTRACTOR'S OPERATION SHALL BE REESTABLISHED BY A REGISTERED LAND SURVEYOR AT NO ADDITIONAL COST TO THE ILLINOIS TOLLWAY.

JURISDICTION TABLE:

BUILDING REMOVAL NO. 1	VILLAGE OF RENSENVILLE
FRANKLIN AVENUE	VILLAGE OF RENSENVILLE

DRAWN BY	DR	DATE	8/30/2019	 <b>COLLINS</b> ENGINEERS <sup>PC</sup>	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515	REVISIONS		CONTRACT NO. 1-19-4716	INDEX OF DRAWINGS, INDEX OF STANDARD DRAWINGS, GENERAL NOTES AND SOQ	SHT NO. GEN-1
CHECKED BY	ZT	DATE	3/14/2020			NO.	DATE			
					3/14/2020	A	ADDENDUM NO. 1			DRAWING NO. 2 OF 7





- LEGEND**
- ① BUILDING REMOVAL NUMBER
  - ② BUILDING LOCATION
  - ③ VEGETATION LIMITS
  - ④ LINEAR REMOVAL
  - X TREE REMOVAL
  - ⑤ HMA PAVEMENT REMOVAL
  - ⑥ RIGHT-OF-WAY FENCE, TYPE 1, 6"
  - ⑦ MOWING (SPECIAL)

FOR INFORMATION ONLY

① BUILDING REMOVAL NO. 1	99,396 SQ FT
② BUILDING REMOVAL NO. 2	2,654 SQ FT
③ HMA PAVEMENT (REM)	2,654 SQ FT
④ SIDEWALK (REM)	500 SQ FT
⑤ VEGETATION (REM)	0.25 AC
⑥ EX. FENCE (REM)	420 FOOT
⑦ EX. UTILITY POLE (REM)	3 EACH
⑧ TREE (REM)	2 EACH
⑨ GARAGE REMOVAL, DETACHED	320 SQ FT
⑩ ABOVE GROUND TANKS (REM)	2 EACH
⑪ CONCRETE RETAINING WALL (REM)	100 FT

**NOTE:**  
1. CONTRACTOR TO LOCATE PROPERTY PINS AS DESCRIBED IN LEGAL PLATS.  
2. APPROX. EXISTING GROUND EL. = 660.00  
3. APPROX. PROPOSED ULTIMATE EL. = 660.00  
4. ABOVE GROUND TANKS SHALL BE DISPOSED OF AS SCRAP METAL.

- ① BUILDING REMOVAL NO. 1 (TOLLWAY PIN WA-12-039),  
- PARCEL PINS 12-19-100-031 & 12-19-100-043  
- 11825 DOWNERS GROVE, DOWNERS GROVE, ILL 60015  
- COOK COUNTY, BENSenville, IL 60015



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 25, 2020 11:00 A.M.

**CHAIRPERSON:** Grace Gomez

**LOCATION:** Illinois Tollway Central Administration Building Room 175

**ISSUE DATE:** February 26, 2020

**PREPARED BY:** Zachary Tanner (DSE)

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

## MEETING MINUTES

Item	Description	Responsibility	Due Date
1.0	<b>Opening Remarks:</b> Grace introduced herself and provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-19-4716, Elgin O'Hare Western Access Building Demolition, Franklin Avenue, Cook County	N/A	N/A
2.0	<b>Self Introduction of Attendees:</b> Angela asked that all attendees introduce themselves one at a time, state what company they represented and also state if the company was a Disadvantaged Business Enterprise.	N/A	N/A
3.0	<b>Brief Project Description:</b> The work under this contract shall consist of Commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, asbestos, lead, or other regulated substances removal and remediation (as necessary), building demolition, pavement removal, mowing, temporary/permanent fencing, trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal, and other ancillary removals as required.	N/A	N/A
4.0	<b>Advertisement Schedule:</b> Site Walk-through is February 26, 2020 at 9:00 a.m.	N/A	N/A



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 25, 2020 11:00 A.M.

	Final Date for Plan Holder Questions is February 28, 2020.  Bid Opening Date is March 20, 2020.		
5.0	<b>Compliance Goals:</b> Information is available in Volume 1 of the Contract Requirements. This contract includes a specific DBE utilization goal of 24% of the Core work of the Contract. This contract includes a Veteran Small Business participation goal of 3.0% of the Core work of the Contract. Workforce Goals for the contract are Minority Goal of 19.6% and Female Goal of 6.9%.	N/A	N/A
6.0	<b>Diversity Programs:</b> Availability of the following diversity programs were discussed: <ul style="list-style-type: none"> <li>• Bid Credit Cap</li> <li>• Technical Assistance Program</li> <li>• Partnering for Growth (P4G)</li> <li>• Small Business Initiative</li> <li>• Construction Works</li> </ul>	N/A	N/A
7.0	<b>Project Schedule:</b>  Anticipated Notice to Proceed – July 13, 2020  Interim Completion Dates: N/A  Substantial Completion Date – November 23, 2020  Contract Completion Date – December 23, 2020	N/A	N/A
8.0	<b>Special Items to Note:</b> The following items in the contract documents were mentioned.  <b>8.1 Utility Relocation Status: N/A</b>  <b>8.2 Property Acquisition:</b> 8.2.1 WA-1D-12-039 – Acquired on 03/31/2020	8.2.1	N/A



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 25, 2020 11:00 A.M.

	<p><b>8.3 Permits including Right of Entry:</b> N/A</p> <p><b>8.4 Coordination with Other Tollway:</b> N/A</p> <p><b>8.5 Coordination with Other Agencies:</b> N/A</p> <p><b>8.6 Coordination with Adjacent Municipalities:</b></p> <ul style="list-style-type: none"> <li>Coordination with the Village of Bensenville</li> </ul> <p><b>8.7 Coordination with Adjacent Contractors:</b> The following contracts may be active during Contract I-19-4716 which would require coordination.</p> <ul style="list-style-type: none"> <li>Tollway Contract I-19-4712 – Western Access Tollway (I-490) Advance Earthwork, Drainage Construction, Railroad Spur Relocation for M.P. 0.10 to M.P. 0.35</li> <li>Tollway Contract I-19-4715 – Building Demolition, East Green Street, Bensenville, DuPage County, Illinois</li> </ul>		
9.0	<p><b>Revisions to Contract/Addenda:</b> Addendum 1 will be released March 13, 2020 with the following:</p> <ul style="list-style-type: none"> <li>Optional Prebid Meeting Minutes</li> <li>Responses to Bidder Questions</li> <li>Miscellaneous Plan Changes</li> </ul>	N/A	N/A
10.0	<p><b>Responses to Plan Holder Questions:</b> The following questions have been received to dates. Below are the questions and responses:</p>	N/A	N/A



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 25, 2020 11:00 A.M.

11.0	<b>Open Discussion/Questions:</b> The following questions were asked during the meeting.  <b>Question #1:</b> Will the tollway allow a time extension for last day of questions?  <b>Answer #1:</b> No, last day of questions is a set date of February 28, 2020.	N/A	N/A
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Please notify the preparer of any corrections and/or clarifications within 5 business days.

**Next Meeting Date:** Site Walk Through – February 26, 2020, 9:00 am  
Bid Opening – March 20, 2020



# Capital Program

## SIGN-IN SHEET

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting - Contract I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue Bensenville,  
Cook County, Illinois

**MEETING DATE/TIME:** February 25, 2020 @ 11:00 am

**CHAIRPERSON:** Procurement Representative

**LOCATION:** Illinois Tollway Central Administration Building Room 175

## ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Eric Occomy	Chief of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4625	EOccomy@getipass.com
2.	Angela Arrington - Jones	Chief of Contract Compliance	Illinois Tollway/ Procurement	(630) 241-6800 X4615	AJones@getipass.com
3.	Brenda Chagoy	Deputy Chief of Procurement	Illinois Tollway/ Procurement	(630) 241-6800 x4610	BChagoya@getipass.com
4.	Laura Durkin	General Manager of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4802	LDurkin@getipass.com
5.	Karl Wilson	PM-DSE	WOOD	847.636.4456	Karl.Wilson@woodplc.com
6.	Zachary Tanneer	DSE	Collins & Aikman		ZTANNER@COLLINS&AIKMAN.COM
7.	Edith de la Cruz	Antigua	Antigua	793 773 0755	edela@antigua.com
8.	Tony U	Antigua			Antigua.com
9.	Charles Esch	PM - ESTIMATOR	MELBURN Dev	708-240 9264	CHARLES@MELBURNDEV.COM
10.	Joe Nannery	VP	NEWMARK MARK	331-384 2800	jnannery@newmark.com
11.	Larry Hutton	XM PM	Knight		Larry.Hutton@jacobs.com
12.	Markus Boyd	Owner	Ground Crews	713-619-2700	GroundCrews@Korcast.net
13.	Juan Lopez	PM	Martinez Frogs	312 961 5511	jlopez@martineefrogs.com
14.	Jose Szabo	Const. PM	Tollway	331-431 0547	jszabo@getipass.com
15.	Grace Gomez	SR Contract Nego.	Tollway	x4663	ggomez@getipass.com
16.					
17.					
18.					
19.					



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Site Walk Through Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 26, 2020 9:00 A.M.

**CHAIRPERSON:** Larry Hatton

**LOCATION:** Illinois Tollway Central Administration Building Room 175

**ISSUE DATE:** February 26, 2020

**PREPARED BY:** Zachary Tanner (DSE)

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

## MEETING MINUTES

Item	Description	Responsibility	Due Date
1.0	<b>Opening Remarks:</b> Larry introduced himself and provided a brief introduction of the meeting. The meeting is an Optional Pre-Bid Meeting for Contract I-19-4716, Elgin O'Hare Western Access Building Demolition, Franklin Avenue, Cook County	N/A	N/A
2.0	<b>Self Introduction of Attendees:</b> Larry asked that all attendees introduce themselves one at a time, state what company they represented and also state if the company was a Disadvantaged Business Enterprise.	N/A	N/A
3.0	<b>Brief Project Description:</b> The work under this contract shall consist of Commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, asbestos, lead, or other regulated substances removal and remediation (as necessary), building demolition, pavement removal, mowing, temporary/permanent fencing, trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal, and other ancillary removals as required.	N/A	N/A
4.0	<b>Advertisement Schedule:</b> Site Walk-through is February 26, 2020 at 9:00 a.m.	N/A	N/A



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Site Walk Through Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 26, 2020 9:00 A.M.

	Final Date for Plan Holder Questions is February 28, 2020.  Bid Opening Date is March 20, 2020.		
5.0	<b>Project Schedule:</b>  Anticipated Notice to Proceed – July 13, 2020  Interim Completion Dates: N/A  Substantial Completion Date – November 23, 2020  Contract Completion Date – December 23, 2020	N/A	N/A
6.0	<b>Special Items to Note:</b> The following items in the contract documents were mentioned.  <b>8.1 Utility Relocation Status: N/A</b>  <b>8.2 Property Acquisition:</b> 8.2.1 WA-1D-12-039 – Acquired on 03/31/2020  <b>8.3 Permits including Right of Entry: N/A</b>  <b>8.4 Coordination with Other Tollway: N/A</b>  <b>8.5 Coordination with Other Agencies: N/A</b>  <b>8.6 Coordination with Adjacent Municipalities:</b> <ul style="list-style-type: none"><li>• Coordination with the Village of Bensenville</li></ul> <b>8.7 Coordination with Adjacent Contractors:</b> The following contracts may be active during Contract I-19-4716 which would require coordination.	8.2.1	N/A





# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Site Walk Through Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 26, 2020 9:00 A.M.

	<ul style="list-style-type: none"> <li>Tollway Contract I-19-4712 – Western Access Tollway (I-490) Advance Earthwork, Drainage Construction, Railroad Spur Relocation for M.P. 0.10 to M.P. 0.35</li> <li>Tollway Contract I-19-4715 – Building Demolition, East Green Street, Bensenville, DuPage County, Illinois</li> </ul>		
9.0	<p><b>Revisions to Contract/Addenda:</b> Addendum 1 will be released March 13, 2020 with the following:</p> <ul style="list-style-type: none"> <li>Optional Prebid Meeting Minutes</li> <li>Responses to Bidder Questions</li> <li>Miscellaneous Plan Changes</li> </ul>	N/A	N/A
10.0	<p><b>Responses to Plan Holder Questions:</b> The following questions have been received to dates. Below are the questions and responses:</p>	N/A	N/A
11.0	<p><b>Open Discussion/Questions:</b> The following questions were asked during the meeting.</p> <p><b>Question #1:</b> How will any material left behind such as the reinforced concrete pipe located north of the building?</p> <p><b>Answer #1:</b> The Tollway has claim ownership of all the reinforced concrete pipe (RCP) located along south limits of the property. The Tollway intends to leave the RCP onsite during the duration of this contract. Any RCP that is located outside the southern limits will be required to be removed. This miscellaneous removal will be paid under a force account basis using Pay Item JT154058-Contract Allowance for Site Clean-Up.</p> <p><b>Question #2:</b> What will be required for the open holes located inside the building?</p> <p><b>Answer #2:</b> Per the Building Removal special provision located in the Volume II of the</p>	N/A	N/A



# Capital Program

## MEETING MINUTES

**PURPOSE/PROJECT #:** Optional Site Walk Through Meeting/I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue, Cook County

**MEETING DATE/TIME:** February 26, 2020 9:00 A.M.

	specification's states that "Any holes, such as basements, shall be filled with Porous Granular Embankment, gradation per Article 1004.05 of the Standard Specifications."		
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Please notify the preparer of any corrections and/or clarifications within 5 business days.

**Next Meeting Date:** Site Walk Through – February 26, 2020, 9:00 am  
Bid Opening – March 20, 2020



# Capital Program

## SIGN-IN SHEET

**PURPOSE/PROJECT #:** Optional Pre-Bid Meeting - Contract I-19-4716  
Elgin O'Hare Western Access Tollway (I-490)  
Building Demolition Franklin Avenue Bensenville,  
Cook County, Illinois

**MEETING DATE/TIME:** February 25, 2020 @ 11:00 am

**CHAIRPERSON:** Procurement Representative

**LOCATION:** Illinois Tollway Central Administration Building Room 175

## ATTENDEES

	Name	Title	Company/ Organization	Phone Number	Email
1.	Eric Occomy	Chief of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4625	EOccomy@getipass.com
2.	Angela Arrington - Jones	Chief of Contract Compliance	Illinois Tollway/ Procurement	(630) 241-6800 X4615	AJones@getipass.com
3.	Brenda Chagoy	Deputy Chief of Procurement	Illinois Tollway/ Procurement	(630) 241-6800 x4610	BChagoya@getipass.com
4.	Laura Durkin	General Manager of Contract Services	Illinois Tollway/ Procurement	(630) 241-6800 x4802	LDurkin@getipass.com
5.	Karl Wilson	PM-DSE	WOOD	847.636.4456	Karl.Wilson@woodplc.com
6.	ZACHARY TANNER	DSE	COLLINS ENI		ZTANNER@COLLINS&ENR.COM
7.	Edith de la Cruz	PM	Antigua	773 993 0755	ede la cruz@antigua.com
8.	Tony V.	PM	Antigua		Antigua.com
9.	Charles Esch	PM - ESTIMATE	MELVIN DAVE	708-240 9254	CHARLES@MELVINCO
10.	JOE NAUMER	VP	NEUMAN WALKER	333-384 2800	jnaumer@neumanwalker.com
11.	Larry Hutton	DM PM	Knight		Larry.Hutton@ejacobs.com
12.	Markus Poyl	Owner	Ground Creators	773-619-2700	GroundCreators@Corcast.Net
13.	Juan Lopez	PM	Martinez Frogs	312 961 5511	jlopez@martineefrogs.com
14.	Jose Szabo	Const. PM	Tollway	331-431 0547	jszabo@getipass.com
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## **PART I - INSTRUCTIONS**

**Bid Schedule and Information**

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**Construction Bid Checklist**

**CL-1 –thru CL-2**

**Instruction and information to Bidders**

**I-1 thru I-9**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ADVERTISEMENT FOR SEALED BIDS

Bid Schedule and Information for

**CONTRACT NO: I-19-4716**

**SMALL BUSINESS SET-ASIDE**

Sealed Bids for the above numbered contract as described below will be received by the Illinois Tollway at its offices, at 2700 Ogden Avenue, Downers Grove, Illinois 60515, until 10:30:00 a.m., local time, **March 20, 2020**, at which time the Bids will be opened and the bids read aloud.

An **optional pre-bid meeting** is scheduled for February 25, 2020 at the Central Administration Building in Downers Grove, at 2700 Ogden Avenue. The meeting will be held in Conference Room Engineering Conference Room 175 at 11:00 AM.

An **optional site visit** is scheduled for February 26, 2020 at Concrete Specialties in Bensenville at 11825 Franklin Avenue at 9:00 a.m.

The work to be done under this contract shall begin on or about July 13, 2020. All work shall be completed by December 23, 2020. The location of services to be performed on the North-South bypass of the Elgin O'Hare Western Access Corridor from Mile Post 0.60 to Mile Post 0.85, in Bensenville, Cook County, Illinois. The scope of work shall consist of the following: Commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, lead, or other regulated substances and removal and remediation (as necessary), building demolition, pavement removal, topsoil and seeding, mowing, temporary /permanent fencing, trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal and other ancillary removals as required.

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 [mnashif@getipass.com](mailto:mnashif@getipass.com), to be received no later than 2:00 p.m. local time on February 28, 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: February 18, 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)

Martinez Fray  
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### 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.	yes
Disadvantaged Business Enterprise <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.	DBE prime
Veteran Small Business Participation and Utilization <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.	yes
Equal Employment Opportunity EEO 1256	Section I #29 & EEO Special Provision	Required for all solicitations with Equal Employment Opportunity goals.	yes
Optional Bid Credit Incentive Program Certificates	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	N/A
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.	yes



### 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.	check.
<b>Preferences, Contacts and Affidavit</b>	Section R		yes
<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	yes.
<b>Illinois Dept. of Human Rights (IDHR)</b>	A-1 Section I #25	IDHR # Current standing at the time of bid will be verified by the Tollway	yes
<b>Current Contractual Obligations</b>	Section S		yes
<b>Tollway Standard Terms &amp; Conditions</b>	Section TC		yes
<b>Responsible Bidder Affidavit PA-1 signed and Notary Seal</b>	Section I #34		yes
<b>State Board of Election (BOE)</b>	Section I # 24	Current standing at the time of bid will be verified by the Tollway	yes

### 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 Sealed Bids.

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

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

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

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

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

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

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

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

### **6. BID GUARANTY**

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

### **7. WAGE STIPULATIONS**

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

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

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

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

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

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

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

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

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

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

The 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 HARD COPY FORMAT**

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

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

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

21. **PUBLISHED PROCUREMENT INFORMATION:**

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

22. **PROTEST REVIEW OFFICE**

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

Chief Procurement Office

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

Attn: Protest Review Office

401 S. Spring Street

Suite 515 Stratton Office Building

Springfield, IL 62706

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

## Cook County Prevailing Wage Rates posted on 1/28/2020

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		43.72	44.72	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD		50.51	55.05	2.0	2.0	2.0	2.0	6.97	14.65	0.00	1.10	
BRICK MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
CEMENT MASON	All	ALL		46.25	48.25	2.0	1.5	2.0	2.0	14.50	19.04	0.00	1.25	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	
COMMUNICATION ELECTRICIAN	All	BLD		44.86	47.66	1.5	1.5	2.0	2.0	10.22	13.48	1.25	1.15	0.07
ELECTRIC PWR EQMT OP	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRIC PWR GRNDMAN	All	ALL		41.65	58.40	1.5	1.5	2.0	2.0	9.64	13.82	0.00	2.65	
ELECTRIC PWR LINEMAN	All	ALL		53.40	58.40	1.5	1.5	2.0	2.0	12.36	17.72	0.00	3.39	
ELECTRICIAN	All	ALL		49.35	52.35	1.5	1.5	2.0	2.0	15.69	17.02	1.25	1.48	0.40
ELEVATOR CONSTRUCTOR	All	BLD		56.61	63.69	2.0	2.0	2.0	2.0	15.58	17.51	4.53	0.62	
FENCE ERECTOR	All	ALL		42.88	44.88	1.5	1.5	2.0	2.0	13.64	14.89	0.00	0.65	
GLAZIER	All	BLD		44.85	46.35	1.5	2.0	2.0	2.0	14.49	22.29	0.00	0.94	
HEAT/FROST INSULATOR	All	BLD		50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	All	ALL		50.63	52.63	2.0	2.0	2.0	2.0	14.65	23.78	0.00	0.44	
LABORER	All	ALL		43.72	44.47	1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
LATHER	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
MACHINIST	All	BLD		48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	ALL		35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	
MARBLE MASON	All	BLD		46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	
MATERIAL TESTER I	All	ALL		33.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MATERIALS TESTER II	All	ALL		38.72		1.5	1.5	2.0	2.0	14.99	13.61	0.00	0.90	
MILLWRIGHT	All	ALL		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	51.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	2	49.80	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	3	47.25	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	4	45.50	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	5	54.85	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	BLD	6	52.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	

OPERATING ENGINEER	All	BLD	7	54.10	55.10	2.0	2.0	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	FLT	6	38.00	58.20	1.5	1.5	2.0	2.0	19.65	15.10	2.00	1.40	
OPERATING ENGINEER	All	HWY	1	49.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	2	48.75	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	3	46.70	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	4	45.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	5	44.10	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	6	52.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
OPERATING ENGINEER	All	HWY	7	50.30	53.30	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65	
ORNAMENTAL IRON WORKER	All	ALL		50.05	52.55	2.0	2.0	2.0	2.0	14.14	21.13	0.00	1.25	
PAINTER	All	ALL		47.30	53.21	1.5	1.5	1.5	2.0	12.01	12.74	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		48.55	50.55	1.5	1.5	2.0	2.0	11.79	21.84	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	
SHEETMETAL WORKER	All	BLD		45.50	49.14	1.5	1.5	2.0	2.0	11.70	25.58	0.00	0.86	
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.40	3.75	0.00	0.00	
SPRINKLER FITTER	All	BLD		50.15	52.65	1.5	1.5	2.0	2.0	13.50	16.60	0.00	0.65	
STEEL ERECTOR	All	ALL		42.07	44.07	2.0	2.0	2.0	2.0	13.45	19.59	0.00	0.35	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRAFFIC SAFETY WORKER	All	HWY		37.75	39.35	1.5	1.5	2.0	2.0	9.30	9.87	0.00	0.30	
TRUCK DRIVER	E	ALL	1	36.45	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	E	ALL	2	36.70	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	E	ALL	3	36.90	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	E	ALL	4	37.10	37.10	1.5	1.5	2.0	2.0	9.68	13.25	0.00	0.15	
TRUCK DRIVER	W	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	

TRUCK DRIVER	W	ALL	2	37.51	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	3	37.71	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	W	ALL	4	37.91	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	

### **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 COOK 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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

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

### CERAMIC TILE FINISHER

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

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

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;



Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

#### 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.

#### 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 - EAST & WEST

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

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

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

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**BID**

**CONTRACT NO. I-19-4716**

Bids will be received by The Illinois State Toll Highway Authority at its offices, 2700 Ogden Avenue, Downers Grove, Illinois, 60515 until 10:30:00 a.m., local time, **March 20, 2020** and immediately thereafter publicly opened and read aloud.

**TO THE CHAIRMAN OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY:**

The undersigned hereby proposes to perform: Commercial and industrial building board up services, site clearing and grading, erosion and sediment control, environmental testing for asbestos, lead, or other regulated substances and removal and remediation (as necessary), building demolition, pavement removal, topsoil and seeding, mowing, temporary /permanent fencing, trees and tree stump removal, maintenance of traffic during construction, utility disconnection and removal and other ancillary removals as required.

The services will be performed within the: North-South bypass of the Elgin O'Hare Western Access Corridor from Mile Post 0.60 to Mile Post 0.85, in Bensenville, Cook County, Illinois (COOK COUNTY).

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

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

Addendum No. <u>  1  </u>	Date <u>  03/10/2020  </u>
Addendum No. <u>          </u>	Date <u>                  </u>
Addendum No. <u>          </u>	Date <u>                  </u>
Addendum No. <u>          </u>	Date <u>                  </u>

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:

CENTRAL  
FEDERAL SAVINGS

- (a) Evidence by a bank draft, cashier's check or certified check on \_\_\_\_\_, Bank, for \$ 28,700.00, 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 I-19-4716, 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 650 Andy Dr., Melrose Park, IL 60160 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 18 day of March, 2020, by its Owner,  
thereunto duly authorized.



(SEAL)

(SEAL)

Affix Corporate Seal BY:  
or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

N/A

N/A

Name

Address

PARTNERSHIP - NAME AND ADDRESS OF GENERAL PARTNERS:

N/A

N/A

Name

Address

N/A

N/A

Name

Address

N/A

N/A

Name

Address

INCORPORATED:

Ricardo Martinez

650 Andy Dr., Melrose Park, IL 60160

President

Address

Ricardo Martinez

650 Andy Dr., Melrose Park, IL 60160

Vice-President

Address

Ricardo Martinez

650 Andy Dr., Melrose Park, IL 60160

Secretary

Address

Ricardo Martinez

650 Andy Dr., Melrose Park, IL 60160

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. I-19-4716 as specified in S.P. 103.1

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT I-19-4716  
 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)  
 BUILDING DEMOLITION  
 FRANKLIN AVENUE  
 BENSENVILLE, COOK COUNTY, ILLINOIS  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	X2503110	MOWING (SPECIAL)	ACRE	1.25	3,825.00	4,781.25
*	Z0007601	BUILDING REMOVAL NO.1	L SUM	1	255,000.00	255,000.00
*	Z0007602	BUILDING REMOVAL NO.2	L SUM	1	18,405.00	18,405.00
*	J1664305	RIGHT-OF-WAY FENCE, TYPE 1, 6'	FOOT	3,910	16.00	62,560.00
*	J1664310	CORNER POST, RIGHT-OF-WAY FENCE, TYPE 1	EACH	6	511.00	3,066.00
*	J1664315	PULL POST, RIGHT-OF-WAY FENCE TYPE 1	EACH	3	511.00	1,533.00
*	J1664335	DOUBLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	EACH	1	2,430.00	2,430.00
**	JS670B00	FIELD OFFICE, TYPE B	CAL MO	8	1,000.00	8,000.00
**	JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	23,000.00	23,000.00
*	JT701052	TEMPORARY INFORMATION SIGNING- GROUND MOUNT, GREATER THAN 24 SQ.FT. IN AREA	SQ.FT.	80	15.00	1,200.00
*	JT902010	GARAGE REMOVAL, DETACHED	SQ.FT.	3,262	2.50	8,155.00
TOTAL AMOUNT OF CORE WORK						388,130.25



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
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 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)  
 BUILDING DEMOLITION  
 FRANKLIN AVENUE  
 BENSENVILLE, COOK COUNTY, ILLINOIS  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
*	JT154002	DISPOSAL OF UNIDENTIFIED HAZARDOUS WASTE	UNIT	50,000	\$1.00	\$50,000.00
*	JT154008	UNFORSEEN ADDITIONAL MAINTENANCE OF TRAFFIC	UNIT	20,000	\$1.00	\$20,000.00
*	JT154058	CONTRACT ALLOWANCE FOR SITE CLEAN-UP	UNIT	80,000	\$1.00	\$80,000.00
*	JT154067	CONTRACT ALLOWANCE FOR CONSTRUCTIONWORKS APPRENTICES	UNIT	25,000	\$1.00	\$25,000.00
*	JT154117	ALLOWANCE FOR SOIL CONDITIONS	UNIT	10,000	\$1.00	\$10,000.00
	999NEG33	NON-COMPLIANCE WITH EROSION AND SEDIMENT CONTROL PER TOLLWAY SUPPL. SPEC. 280.02 (b) (1)	INC/DAY		See Note 1	
	999NEG35	FAILURE TO RESPOND TO REGULATORY AGENCY REQUESTS, PER TOLLWAY SUPPL. SPEC. 280.02 (b) (2)	OCCUR		(25,000.00)	
	999NEG36	FAILURE TO COMPLY WITH OCCUPANCY DATE OR PROVIDE COMPLETE FACILITIES. FIELD OFFICE OR LAB PER TOLLWAY SUPPL. SPEC. 670.01 (b)	DAY		(500.00)	
	999NEG41	NON-COMPLIANCE WITH IDOT MAINTENANCE OF TRAFFIC PER TOLLWAY SUPPL. SPEC. 701.01 (b) (5)	INC/DAY		(2,500.00)	
	999NEG44	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105 1.1	CAL DAY		(4,500.00)	
	999NEG45	LIQUIDATED DAMAGES FOR NON-COMPLETION PER S.P. 105.1.2	CAL DAY		(6,000.00)	
	999NEG77	NON-COMPLIANCE WITH MOWING (SPECIAL) SPECIAL PROVISION	DAY		(500.00)	
	99JNEG78	NON-COMPLIANCE WITH BUILDING REMOVAL SPECIAL PROVISION	OCCUR		(700.00)	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 CONTRACT I-19-4716  
 ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)  
 BUILDING DEMOLITION  
 FRANKLIN AVENUE  
 BENSENVILLE, COOK COUNTY, ILLINOIS  
 SCHEDULE OF PRICES

S.P.	PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	UNIT PRICE DOLLAR	AMOUNT DOLLAR
ADJUSTMENTS						
	999ADJ45	CONSTRUCTIONWORKS APPRENCTICES WAGE RATE PAYMENT	HOOR		15	
	TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM (CQP)					185,000.00
TOTAL AMOUNT OF CORE WORK + TOTAL AMOUNT OF CONTINGENCY WORK + CONTRACTOR'S QUALITY PROGRAM = TOTAL AMOUNT OF BASE BID						\$573,130.25
BID CREDIT						-0-
AWARD CRITERIA						\$573,130.25

S.P. COLUMN LEGEND

- \* INDICATES SPECIAL PROVISION
- \*\* INDICATES TOLLWAY SUPPLEMENTAL SPECIFICATIONS
- \*\*\* INDICATES IDOT SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

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

OPENED 3/20 20  
 BOND OR  
 CHECK ENCLOSED: YES ☒ NO ☐

66.

## **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:** I-19-4716  
(Enter Tollway Contract Number)

**SUBMITTING BIDDER:** MARTINEZ FROGS, INC.  
(Enter Name of Firm)

**ADDRESS:** 650 ANDY DR.  
MELROSE PARK, IL 60160

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS


The Affiant, RICARDO MARTINEZ, being first duly sworn, upon oath deposes and says:

1. That the Affiant is PRESIDENT/ OWNER of MARTINEZ FROGS, INC. who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as I-19-4516 (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 19th DAY OF March, 20 20.

  
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:

Martinez Frogs is the prime bidder on this project. Vendor registration #20060917

Expires 03/13/2021.

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative:

Printed Name of Authorized Representative:

Ricardo Martinez

Vendor Name:

Martinez Frogs Inc

Date:

3/17/2020

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**CONTRACT NO. I-19-4716**

**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	Juan Lopez	773 888 5358	jdlopez@martinezfrogs.com
Progress Schedule	Juan Lopez	773 888 5358	jdlopez@martinezfrogs.com
Current Contractual Obligations	Ricardo Martinez	708 259 9955	ricardo@martinezfrogs.com
Bid Guaranty	Veronica Florez	312 2541467	vflores@martinezfrogs.com
Financial Statement	Nancy Tenorio	312 257 2959	Nancy@MartinezFrogs.com
EEO Program	Patricia Nogueira	312 2541467	pnogueira@martinezfrogs.com
Financial Disclosures	Nancy Tenorio	312 2541467	Nancy@MartinezFrogs.com
Standard Business Terms and Conditions	Ricardo Martinez	708 259 9955	ricardo@martinezfrogs.com



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CONTRACT NO. I-19-4716

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 Ricardo Martinez, and he/she resides at [REDACTED]  
and his/her office is at 650 Andy Dr., Melrose Park, IL 60160. That he/she makes, and is authorized to  
make

this affidavit on behalf of Martinez Frogs Inc, a  
(Name of Corporation, Partnership, etc.)

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

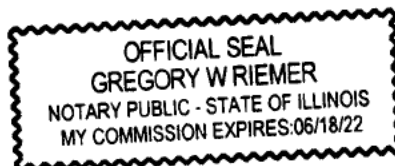
of which he/she is Owner  
(Sole owner, partner, president, etc.)

That this bid (of which this Affidavit is a part) for the construction of a portion of The Illinois State Toll Highway System, described in Contract No. I-19-4716 is submitted in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled by said bidder, according to its terms, if accepted, and according to the Plans and Specifications for said construction, that this bid is made without reference to any other bid, that this bidder has not offered to or received from any person, firm, board, commission, trustee or corporation any sum of money or consideration for the making of said bid; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whatsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding with any other bidder or bidders concerning the amount of said bid, nor has such bidder in any way colluded, conspired, connived, or agreed in any manner or form, with any person whomsoever to influence any bid for said contract, directly or indirectly.

[REDACTED] (nt)  
Sworn to before me and subscribed in my presence this 17 day of March, 2020

[REDACTED]  
My Commission Expires: 06/18/2022

(Notary Public)



**CONTRACT NO. I-19-4716**

**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
MF-Q-19040 Rev. 0	Concord Development	\$14,500	Excavation, Sewer and Water	4/30/2020
MF-Q-19016 Rev. 0	Precise Development	\$ 20,000	Excavation, Demolition, Concrete	5/30/2020
MF-Q-20061 Rev. 0	Lux Construction Group LLC	\$ 20,000	Demolition, Excavation, Concrete	4/30/2020

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
Friedler Construction	Chicago Public Schools	\$26,000	Concrete Pavement - Sidewalks	07/31/2020
McDonagh Demolition	City of Chicago Department of Aviation	\$2,400,000	Concrete, Trucking	10/31/2023
McDonagh Demolition	City of Chicago Department of Aviation	\$40,000	Concrete, Excavation	04/30/2020

TOTAL SUBLET AND UNEARNED

**LOW BIDS SUBMITTED, OPENED AND NOT APPROVED**

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

TOTAL OF BIDS PENDING AWARD 0

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.

**Martinez Frogs, Inc**

BIDDER

03/17/2020

DATE

SUB-CONTRACTOR

**Ricardo Martinez**

BY:

SIGNATURE

Owner

TITLE

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 **24%** 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 [constructionbid@getipass.com](mailto:constructionbid@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. The extended documentation period should not be used to secure significantly higher DBE participation only after being identified as the low Bidder. 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 (5) working days after the notification date of the determination, by delivering the request to the Illinois State Toll Highway Authority, Diversity and Strategic Development Department, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, [DBE@getipass.com](mailto:DBE@getipass.com), (630) 241-6800 ext. 3204. 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 timely delivery. The pre-final determination shall become final if a request is not received within the five-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 ISTHA's Chief of Diversity and Strategic Development. The Chief of Diversity and Strategic Development 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 Diversity and Strategic Development, 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 Diversity and Strategic Development 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 the Tollway's Diversity and Strategic Development Department. 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 Diversity and Strategic Development Department 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 Diversity and Strategic Development Department 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 Diversity and Strategic Development Department 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 Diversity and Strategic Development Department 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 a DBE Final Payment Report on ISTHA DBE 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 DBE, the Report shall indicate whether a disagreement concerning the final payment exists between the contractor and the DBE or if the contractor believes that the DBE's work has not been satisfactorily completed.

ISTHA reserves the right to withhold payment to the contractor to enforce the provisions of this Special Provision. Final payment, including retention, shall not be made on the contract until such time as the contractor submits DBE Form 2115, or such other form or format as specified by the Tollway, in accordance with this Special Provision or as otherwise directed by the Tollway.

## **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, DBE@getipass.com. The Executive Director or his/her designee, which designee shall not be employed within the Tollway's Diversity Department, may solicit information from the contractor, the Diversity and Strategic Development Department, the Chief of Diversity and Strategic Development, 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: 3/20/2020  
To: Contact Name: Ricardo Martinez  
Contractor Company Name: Martinez Frog's, Inc.  
From: Graciela Perez  
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:	DBE Plan Review	Date Original Plan Submitted:	3/20/2020	Revision #	1
Contract #	I-19-4716	Established DBE Goal:	24.00 %		
Contract Description:	Elgin O'Hare Western Access Tollway (I-490) Building Demolition, Franklin Ave., Bensenville, Cook County, IL				

[ 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			\$388,130.25						
D/M/WBE Firm Name	Status (SB/Sup/TK)	Type	Scope	Contract Amount	Credit Amount	Credit %	Certifying Agency	Gender	Ethnicity
Martinez Frog's, Inc.	Prime	MBE	Mowing, Building Removal	\$181,838.75	\$181,838.75	46.84 %	City of Chicago	M	Hispanic
Total # of subcontracts: 1			TOTAL	\$181,838.75	\$181,838.75	46.84 %			
Total # of subcontractors: 1			Total %	46.84 %	46.84 %				

ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
DBE FORM 2026 - UTILIZATION PLAN

CONTRACT #	1-19-4716			
ONE-TIME NAME: <b>Martinez Frogs Inc.</b>				
CIRCLE ALL THAT APPLY: <table border="1"> <tr> <td><input checked="" type="checkbox"/> ONE</td> <td><input type="checkbox"/> WIRE</td> <td><input type="checkbox"/> SPA BRG</td> </tr> </table>		<input checked="" type="checkbox"/> ONE	<input type="checkbox"/> WIRE	<input type="checkbox"/> SPA BRG
<input checked="" type="checkbox"/> ONE	<input type="checkbox"/> WIRE	<input type="checkbox"/> SPA BRG		
CHECK ALL THAT APPLY:         PRIME <input checked="" type="checkbox"/> JV PARTNER <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> TRUCKER <input type="checkbox"/> SUPPLIER <input type="checkbox"/> MANUFACTURER <input type="checkbox"/>				

[illegible]

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@getpass.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.

[illegible]

<sup>2</sup>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 #15671020, 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 sub-contract 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.

Owner/ President	4/22/2020
Signature for DBE Contractor	
Contact: Ricardo Martinez	Title
Firm Name: Martinez Frogs Inc.	Date
E-mail: ricardo@martinezfrogs.com	
Phone: 708 259 9955	
Address: 650 Andy Dr., Melrose Park, IL 60160	



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**CONTRACT I-19-4716**  
**ELGIN O'HARE WESTERN ACCESS TOLLWAY (I-490)**  
**BUILDING DEMOLITION**  
**FRANKLIN AVENUE**  
**BENSENVILLE, COOK COUNTY, ILLINOIS**  
**DBE FORM 2025 - ATTACHEMENT**

PAY ITEM NO.	DESIGNATION	UNIT	QUANTITY	DBE QTY	DBE AMOUNT DOLLAR
X2503110	MOWING (SPECIAL)	ACRE	1.25	1.25	\$5,976.56
Z0007601	BUILDING REMOVAL NO.1	L SUM	1	0.50	\$127,500.00
Z0007602	BUILDING REMOVAL NO.2	L SUM	1	0.50	\$9,202.50
JS670B00	FIELD OFFICE, TYPE B	CAL MO	8	1.00	\$8,000.00
JS671020	MOBILIZATION, TOLLWAY (MODIFIED)	L SUM	1	1.00	\$23,000.00
JT701052	TEMPORARY INFORMATION SIGNING- GROUND MOUNT, GREATER THAN 24 SQ.FT. IN AREA	SQ.FT.	80	1.00	\$1,200.00
J902010	GARAGE REMOVAL, DETACHED	SQ.FT.	3,262	1.00	\$8,155.00
				<b>DBE TOTAL</b>	<b>\$183,034.06</b>



# Illinois Department of Transportation

## **Martinez Frogs, Inc.**

is hereby certified as a

### **Disadvantaged Business Enterprise**

This certificate is valid under current firm ownership and operational control only and supersedes any authorization or listing previously issued.

Randall S. Blankenhorn  
Secretary  
Illinois Department of Transportation

Bruce Harmering  
Interim Deputy Director  
Bureau of Small Business Enterprises

Effective the 19<sup>th</sup> day of January, 2016



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 6 2016

Ricardo Martinez  
Martinez Frogs, Inc.  
650 Andy Drive  
Melrose Park, IL 60160

Dear Ricardo Martinez:

We are pleased to inform you that **Martinez Frogs, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/15/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/15/2017, 11/15/2018, 11/15/2019, and 11/15/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/15/2021**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Codes:**

**237310- Concrete Paving (i.e., Highway, Road, Street, Public Sidewalk)**

**237990- Other Heavy Engineering Construction**

**238110- Poured Concrete Foundation and Structure Contractors**

**238120- Concrete Reinforcement Placements**

**238910- Demolition and Excavating Contractors**

**484110- General Freight Trucking, Local**

**484220- Rubbish Hauling Without Collection or Disposal, Truck, Local**

**484230- Rubbish Hauling Without Collection or Disposal, Truck, Long-Distance**

**488490- Snow Clearing, Highway and Bridges, Road Transportation**

**493110- General Warehousing and Storage**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

  
Rich Butler  
First Deputy Procurement Officer

RB/fn





## 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: \_\_\_\_\_



# 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

## FORM 2024 - DBE Trucking Reporting and Verification Form

To be submitted to the CM by the prime contractor at 25%, 50%, 75% of contract completion, FINAL (Request for Release of Final Retainage)

### SECTION A: to be completed by Prime Contractor

(a) Contract Number			
(b) Prime Contractor Name			
(c) Contract Award Value			
(d) Amount Earned to Date			
(e) Percent Complete	<input type="text"/>	▼ Chose One	
(f) Reporting Period:		To	
(h) Name of DBE Trucking Subcontractor	(i) DBE Trucking Subcontractor Amount from DBE Plan (Form 2025)	(j) Amount Paid to DBE Trucking Subcontractor to Date	(k) Percent of Planned Amount Paid to Date
(g)			#DIV/0!
(h)	Signature of Prime Contractor Authorized Agent		Date
(i)	Printed Name		Title

### SECTION B: to be completed by DBE Trucking Sub-Contractor

(j) Total value of payments received for trucks owned and operated by this DBE trucker	<b>Number of Trucks</b> a. _____ b. _____ c. _____
(k) Total value of payments received for trucks leased and operated by another DBE trucker	
(l) Total value of payments received for trucks leased from a Non-DBE trucker	
(m)	\$ _____
Total of a, b & c above must be equal to the amount paid to subcontract as disclosed by the prime contractor in Section A (Shaded Cell); include number of trucks for each dollar value.	
(n) Total fee or commission received in association with lease of Non-DBE trucks (mark-up)	d. _____
(o) Total DBE Trucking Participation Based on DBE Special Provision VII.A.	\$ _____
Sum of a, b & d above	
(p)	Signature of DBE Sub-Contractor Authorized Agent
(q)	Printed Name
Date	
Title	

I certify that I have read and understood the information provided by this form and that all of the foregoing information submitted in this affidavit are true and correct to the best of my knowledge, as of the stated date(s), and that all responses are full and complete, omitting no material information. I authorize the Illinois State Toll Highway Authority to make inquiries to verify the accuracy of the statements made. I understand that a material or false statement or omission made in connection with this application may be sufficient cause for revocation of a prior DBE certification, initiation of suspension or debarment proceedings, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Signature /Date of Construction Manager (CM)

Diversity Verification  
Initials / Date



1	Report Date:	
2	Contract No.:	
3	Reporting Period:	Through

4	Prime Contractor:
5	Address:
6	Telephone:

7	Subcontractor:	
8	Address:	
9	Telephone:	

13	Payment Earned during Contract:
14	Adjustments:
15	Payment Recvd to date:
16	Payment withheld due to delinquent debt:
17	Balance Due:

Pay Item No.	Pay Item Description	Quantity	Unit	Unit Price	Total Amount	Partial Pay Item Descr. (if app.)	Total Earned by Subcontractor
(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)
						(26) <b>Sum:</b>	
(27) Explanations							

## Prime Contractor

28	Name of Agent:	
29	Title of Agent:	
30	Signature of Agent:	
31	Date of Signature:	

32	Name of Agent:	
33	Title of Agent:	
34	Signature of Agent:	
35	Date of Signature:	





## Capture Application Request for Log-in/Password

I, \_\_\_\_\_, \_\_\_\_\_  
(Print the name of signatory party) (Title)

request a **Login** and **Password** for the DBE/EEO Capture Application for

☐ Construction Manager

☐ Prime Contractor

(company name) \_\_\_\_\_.

**Request Type:** ☐ New User – or -- ☐ I need to add or remove contracts from my existing ID.

My email address is: \_\_\_\_\_ (only for new user).

I have the responsibility to review DBE/EEO data for the Tollway on contract(s):

# _____ [ ] add [ ] remove	# _____ [ ] add [ ] remove	# _____ [ ] add [ ] remove
# _____ [ ] add [ ] remove	# _____ [ ] add [ ] remove	# _____ [ ] add [ ] remove

Any party reviewing this DBE/EEO data must certify that they have the Tollway to provide the information contained therein and that the information is complete and accurate.

Print Name: \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

Print Company Name: \_\_\_\_\_

Date \_\_\_\_\_

Affidavit: *For and on behalf of* \_\_\_\_\_

(Printed Company Name)

I, \_\_\_\_\_, its duly authorized agent with full power

(Printed Name of Agent)

and Tollway to make this certification, represents, warrant and certify to the Illinois Tollway that this Disclosure is complete and accurate.

Title of Agent:

Signature of Agent:

Date of Signature:

**For ease of response, please e-mail this request from the email account listed above to:**  
**[dbes@getipass.com](mailto:dbes@getipass.com)**

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

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

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

**2. CONTRACTOR ASSURANCE:**

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

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

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

Women: at least 6.9 percent for all contracts.

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

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

#### **4. DEFINITIONS OF ETHNIC CLASSIFICATIONS:**

##### **AMERICAN INDIAN OR ALASKA NATIVE:**

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

##### **ASIAN:**

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

##### **BLACK OR AFRICAN AMERICAN:**

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

##### **HISPANIC:**

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

#### **5. CONTRACT PERFORMANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. SUBCONTRACTOR OBLIGATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. SANCTIONS:**

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

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

#### **15. RECORDS RETENTION AND AUDIT**

Refer to the audit clause of the contract.

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

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

#### **17. OTHER REGULATIONS:**

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



Tollway Contract #: I-19-4716

Prime: Martinez Frogs Inc

Date: 3/17/2020

# FORM EEO 1256 - WORKFORCE PROJECTION

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

TABLE A

TOTAL Workforce Projection for Contract											
JOB CATEGORIES			MINORITY EMPLOYEES						TRAINEES		
			BLACK		HISPANIC		*OTHER MINOR.		APPRENTICES		ON THE JOB TRAINEES
		M	F	M	F	M	F	M	F	M	F
Officials (Manager)		1				1					
Supervisors		1				1					
Foremen		1				1					
Clerical			2				2				
Equipment Operators		3				1					
Mechanics											
Truck Drivers		3				3					
Ironworkers											
Carpenters											
Cement Masons											
Electricians											
Pipefitters. Plumbers											
Painters											
Laborers, Semi-Skilled		3				3					
Laborers, Unskilled											
TOTAL		12	2			10	2				

TABLE B

CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
TOTAL EMPLOYEES		MINORITY EMPLOYEES	
M	F	M	F
1		1	
1		1	
1		1	
	2		2
3		1	
3		3	
3		3	
<b>12</b>	<b>2</b>	<b>10</b>	<b>2</b>

TABLE C

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

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

Note: See Instructions on page 2



**FORM EEO 1256 - WORKFORCE PROJECTION - continued**

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

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

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

The undersigned Bidder estimates that (number) 14 persons will  
be directly employed by the prime contractor and that (number) 1 persons will  
be employed by subcontractors.

Company Martinez Frogs Inc Telephone Number 312 2541467

Address 650 Andy Dr., Melrose Park, IL 60160

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

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

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

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

[illegible]

## 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 Diversity 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.

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: 3/20/2020  
 To: Contact Name: Ricardo Martinez  
 Contractor Company Name: Martinez Frog's, Inc.  
 From: Graciela Perez  
 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>	Date Original Plan Submitted:	3/20/2020	Revision #	1
	<b>Contract #</b>	I-19-4716	<b>Established VOSB Goal:</b>	3.00 %	
	<b>Contract Description:</b>	Elgin O'Hare Western Access Tollway (I-490) Building Demolition, Franklin Ave., Bensenville, Cook County, IL			

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

Notes:

<b>VOSB Plan as Submitted by apparent low bidder:</b>									
<b>Core Bid Amount</b>		<b>\$388,130.25</b>							
<b>VOSB Firm Name</b>	<b>Status (SB/Sup/TK)</b>	<b>Type</b>	<b>Scope</b>	<b>Contract Amount</b>	<b>Credit Amount</b>	<b>Credit %</b>	<b>Certifying Agency</b>	<b>Gender</b>	<b>Ethnicity</b>
Industrial Fence, Inc.	SB	VOSB	Fence	\$69,596.78	\$69,596.78	17.93 %	CMS	M	Hispanic
<b>Total # of subcontracts: 1</b>			<b>TOTAL</b>	<b>\$69,596.78</b>	<b>\$69,596.78</b>	<b>17.93 %</b>			
<b>Total # of subcontractors: 1</b>			<b>Total %</b>	<b>17.93 %</b>	<b>17.93 %</b>				

ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
VOSB FORM 2026 - UTILIZATION PLANPRIME CONTRACTOR: Martinez Frogs, Inc.CONTACT NAME: Ricardo MartinezCONTACT PHONE NUMBER: 708-259-9955CONTACT E-MAIL: ricardo@martinezfrogs.comCONTRACT NUMBER I-19-4716

Check one:

- ☒ Contractor will meet or exceed the VOSB Contract Goal and will provide Veteran Owned Small Business Participation as presented below.
- ☐ Contractor will meet or exceed the VOSB Contract Goal because PRIME BIDDER IS A VOSB.
- ☐ Contractor requests a waiver of the VOSB Contract Goal.

The Bidder is requesting the contract Goal be accordingly modified or waived. Attached is all information required by the Veteran Small Business Participation and Utilization Plan-Construction in support of this request, including Good Faith Efforts - Form 2023.

DOLLAR AMOUNT OF WAIVER REQUEST: \_\_\_\_\_

PERCENTAGE OF WAIVER REQUEST: \_\_\_\_\_

## Instructions to Bidders:

- Bidders are required to comply with the Veteran Small Business Participation and Utilization Plan - Construction
- Submit only one Veteran Utilization Plan for each Project.
- This Utilization Plan, Form 2026 must:
  - be submitted with the bid or the bid may be deemed non-responsive
  - be an accurate representation of work and pricing agreed upon between the prime and the Veteran firm prior to bid submission
- The Participation Statement(s) (VOSB Form 2025), with original signatures, pay item description and pricing are to be submitted to Tollway Diversity at [constructionbid@getipass.com](mailto:constructionbid@getipass.com) by 5 p.m. on the fifth calendar day after notification to the prime by the Tollway of apparent low Bidder status.
- Each company listed on the Utilization Plan and subsequent Participation Statement must be listed in a certifying agency's database as stipulated in the Special Provision at the time of bid submission to be considered acceptable for Veteran credit.
- In no case should a Contractor remove, replace or reduce the commitment to a Veteran firm listed in the initial Utilization Plan on the Participation Statement 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.

VOSB UTILIZATION PLAN		
VOSB Firm Name	Scope of Work Brief description of overall work to be performed	VOSB - Amount (\$) If supplier, enter 60% credit amount.
Industrial Fence, Inc.	Fence Installation	\$69,596.78
TOTAL		\$69,596.78

For ebid: the submission of Form 2026 constitutes signature of this form.  
For hardcopy: signature required.

Form 2026 - 03/2018

Signature

<b>1-19-4716</b>		<b>Industrial Fence Inc.</b>	
<b>ETHNICITY:</b> <input type="checkbox"/> AS-Asn <input type="checkbox"/> As In <input type="checkbox"/> As Pac <input checked="" type="checkbox"/> HKD		<b>GENDEX:</b> <input checked="" type="checkbox"/> M <input type="checkbox"/> F	

PRIME ☐ JV PARTNER ☐ SUBCONTRACTOR ☒ TRUCKER ☐ SUPPLIER ☐ MANUFACTURER ☐

TIER 1 (SUB TO PRIME):		TIER 2 OR BELOW:		UNDER CONTRACT TO:	
<input checked="checked" type="checkbox"/>	Y	<input type="checkbox"/>	N	<input type="checkbox"/>	Y
<input type="checkbox"/>	N	<input type="checkbox"/>	N	<input type="checkbox"/>	N

This form must be completed for EACH VOSB participating in the VOSB Utilization Plan.


Attach this form to the VOSB Utilization plan form. VOSB Form 2025. If additional space is needed, complete an additional form(s) for the firm or attach a spreadsheet on company letterhead.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	CHECK IF SUPPLIER	REMARKS
J1664305	RIGHT-OF-WAY, TYPE 1, 5 (Furnish and Install)	3.910	\$ 15.98	\$ 62,520.80		
J1664310	CORNER POST, RIGHT OF WAY FENCEW, TYPE 1 (Furnish and Install)	6	\$ 510.67	\$ 3,064.02		
J1664315	PULL POST, RIGHT-OF-WAY FENCE, TYPE 1	3	\$ 510.67	\$ 1,532.01		
J1664335	DOUBLE VEHICLE GATE, RIGHT-OF-WAY FENCE, TYPE 1	1	\$ 2,429.85	\$ 2,429.85		
TOTALS FOR THIS VOSS FIRM:				\$69,546.78		

\*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 615271010, 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 will subject the contractor to contract sanctions.

Signature for Prime Contractor	President
	Title
Date: 3/18/2020	
Contact: Ricardo Martinez	
Phone: 773 888 5358	
Firm Name: Martinez Frogs Inc	
Address: 650 Andy Dr, Melrose Park, IL 90160	

Signature for VCSB Contributor	President
Date: 03/19/20	Title
Contact: Miguel Saliferal	
Phone: 773-521-9800	
Firm Name: Industrial Fence Inc.	
Address: 1300 S. Kilbourn Avenue, Chicago, IL 60101	

## Certified Profile

CLOSE WINDOW

[Print](#)

## Business &amp; Contact Information

**BUSINESS NAME** Industrial Fence, Inc.**OWNER** Mr. Miguel A. Saltijeral**ADDRESS** 1300 S. Kilbourn Ave  
Chicago, IL 60623[Map This Address](#)**PHONE** 773-521-9900 Ext. 122**FAX** 773-521-9923**EMAIL** [msaltijeral@industrialfenceinc.com](mailto:msaltijeral@industrialfenceinc.com)**WEBSITE** <http://www.industrialfenceinc.com>**ETHNICITY** Hispanic**GENDER** Male**COUNTY** Cook (IL)

## Certification Information

**CERTIFYING AGENCY** State of Illinois Central Management Services**CERTIFICATION TYPE** VOSB - Veteran Owned Small Business**RENEWAL DATE** 6/21/2021**EXPIRATION DATE** 6/21/2024**CERTIFIED BUSINESS DESCRIPTION** Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings,  
Fencing, Wrought Iron, Including Components,  
Fencing, Metal Slat and Tubular, Including Components,  
Fencing, Ornamental,  
METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND  
FABRICATED ITEMS,  
Iron: Angles, Bands, Plate, Sheets, etc.,  
Ornamental Ironwork,  
Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation,  
Fencing Rental or Lease,  
Fence Installation, Maintenance and Repair,

## Commodity Codes

Code	Description
NIGP 33000	FENCING
NIGP 33013	Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings

NIGP 33032	Fencing, Wrought Iron, Including Components
NIGP 33037	Fencing, Metal Slat and Tubular, Including Components
NIGP 33040	Fencing, Ornamental
NIGP 57000	METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS
NIGP 57029	Iron: Angles, Bands, Plate, Sheets, etc.
NIGP 57040	Ornamental Ironwork
NIGP 91313	Construction, Bridge and Drawbridge, Including Reconstruction and Rehabilitation
NIGP 98136	Fencing Rental or Lease
NIGP 98815	Fence Installation, Maintenance and Repair

### Additional Information

REGION

**Metro Chicago**



ILLINOIS

JB Pritzker, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janel L. Forde, Acting Director

June 24, 2019

Mr. Miguel A. Saltijeral  
Industrial Fence, Inc.  
1300 S. Kilbourn Ave  
Chicago, IL 60623

Dear Miguel A. Saltijeral:

Re: Veteran Owned Small Business (VOSB)  
SDVOBE Certification Approval  
Certification Term Expires: June 21, 2020

Congratulations! After reviewing the information you supplied, we are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business (VOSB) under the Veterans Business Program (VBP).

The VBP accepts the United States Department of Veteran Affairs – Center for Veterans Enterprise's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veteran Affairs – Center for Veterans Enterprise.

At least 15 days prior to the anniversary day of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify the VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

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

**NIGP 33000: FENCING**

**NIGP 33013: FENCING, CHAIN LINK, INCLUDING FABRIC, GATES, PANELS, POSTS AND FITTINGS**

**NIGP 33032: FENCING, WROUGHT IRON, INCLUDING COMPONENTS**

**NIGP 33037: FENCING, METAL SLAT AND TUBULAR, INCLUDING COMPONENTS**

**NIGP 33040: FENCING, ORNAMENTAL**

**NIGP 57000: METAL: BARS, PLATES, RODS, SHEETS, STRIPS, STRUCTURAL SHAPES, TUBING, AND FABRICATED ITEMS**

**NIGP 57029: IRON: ANGLES, BANDS, PLATE, SHEETS, ETC.**

**NIGP 57040: ORNAMENTAL IRONWORK**

**NIGP 91313: CONSTRUCTION, BRIDGE AND DRAWBRIDGE, INCLUDING RECONSTRUCTION AND REHABILITATION**

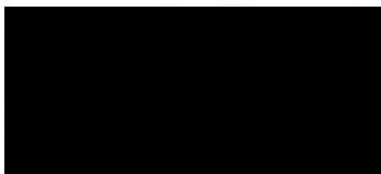
**NIGP 98136: FENCING RENTAL OR LEASE**

**NIGP 98815: FENCE INSTALLATION, MAINTENANCE AND REPAIR**

Your firm will only show up in the database of BEP-certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED. Also, please be advised, while this certification does not guarantee you will receive a State contract. Please visit the Vendor Registration page on [www.opportunities.illinois.gov](http://www.opportunities.illinois.gov) and be sure to register with each of the procurement bulletins listed that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

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

Sincerely,



Carlos Gutiérrez  
Certification Manager  
Veterans Business Program





OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

Cook County Board  
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DORINA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

COLIN H. DALEY

11th District

BRIDGET DEGENEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

March 22, 2019

Mr. Miguel A. Saltijeral, President  
Industrial Fence, Inc.  
1300 S. Kilbourn Avenue  
Chicago, IL 60623

Annual Certification Expires: **March 22, 2020**

Dear Mr. Saltijeral:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Veteran-owned Business Enterprise (VBE)** by Cook County Government. This certification is valid until **March 22, 2022**; however, you must re-validate your firms' certification annually.

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

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

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

**237310**  
Construction: General Contractor - Installation Chain Link, Guardrail, Fencing, Railings & Miscellaneous Metals; and Construction Management; Fabrication/Manufacturer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings & Miscellaneous Metals; Regular Dealer: Chain Link Fencing; Ornamental Fencing; Wrought Iron Fencing; Railings and Related Products; and  
**Low Voltage Electrical Work - 238210**

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

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

Sincerely,

Edward H. Olivier  
Contract Compliance Director

EHO/ek





## 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: \_\_\_\_\_ Phone contact: \_\_\_\_\_

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

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



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 CREDITS but the total amount of the prime's BID CREDITS is less than any subcontractor's BID CREDITS offered with a bid, the prime's BID CREDITS will be utilized and exhausted before a subcontractor's BID CREDITS will be applied to the bid.
- 5.4.2.2 Failure to meet this standard will result in the BID CREDITS SUBMITTED not being considered.
- 5.4.3 The prime contractor is required to perform the following:
- Ensure that the subcontractor is aware of and has provided permission to the Bidder as indicated on the BID CREDIT CERTIFICATE to use the BID CREDIT CERTIFICATE in the bid solicitation;
  - Identify the scope of work and dollar amount committed to each subcontractor/fabricator where a BID CREDIT CERTIFICATE is being calculated in the BID CREDIT;
  - Ensure that the BID CREDIT CERTIFICATE is in active mode, which can be done through checking the ACTIVE BID CREDIT CERTIFICATE REGISTER on the TOLLWAY's website ([www.illinoistollway.com](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.:** I-19-4716  
**CONTRACTOR/CONSULTANT NAME:** Martinez Frogs, Inc

**1. PAYMENT TERMS AND CONDITIONS:**

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

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



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

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

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

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

- 18. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 19. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 20. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 21. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

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

- 22.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 22.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 22.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

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

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

to perform the contract.

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

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

**25. SUPPLEMENTAL PROVISIONS**

**25.1 TOLLWAY SUPPLEMENTAL PROVISIONS**

**25.1.1 Agents and Employees:**

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

**25.1.2 Publicity:**

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

**25.1.3 Third Party Beneficiaries:**

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

**25.1.4 Successors In Interest:**

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

**25.1.5 Venue:**

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

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

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

25.1.5.3 The Tollway is not currently an appropriated agency.

**25.2 REPORT OF A CHANGE IN CIRCUMSTANCES:** The Contractor agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the CONTRACTOR's ability to satisfy its legal or contractual responsibilities and obligations under

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

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

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

#### **25.3 PAYMENT DATA REPORTING REQUIREMENT**

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

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

#### **25.4 VENDOR SUPPLEMENTAL PROVISIONS**

☒ Vendor Supplemental Provisions:

# STATE OF ILLINOIS

## SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

Martinez Frogs Inc

Martinez Frogs Inc agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions: None

	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."
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
	<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.
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

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

Agreed: Martinez Frogs Inc	Agreed:
By: Ricardo Martinez	By:
Signed: [Redacted]	Signed:
Position: Owner	Position:
Date: 03/17/2020	Date:



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

Date: 03 / 19 / 2020 Project Number: I-19-4716

Project Name: Elgin O'Hare Western Access Tollway (I-90) Building Demolition Franklin Ave. Bensenville

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: Martinez Frogs, Inc.

Federal Employment Identification Number (FEIN): [REDACTED]

E-Mail: ricardo@martinezfrogs.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)
Industrial Fence, Inc.	[REDACTED]	300 S. Kilbourn Ave. Chicago, IL	Fence Installation	\$69,546.78
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Signature: [REDACTED] Date: 03 / 19 / 2020

Printed Name: Ricardo Martinez



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

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	60387176
Entity Name	MARTINEZ FROGS, INC.
Status	ACTIVE

<b>Entity Information</b>
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Wednesday, 10 March 1999
State ILLINOIS
Duration Date PERPETUAL

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



Name RICARDO MARTINEZ
Address 650 ANDY DR MELROSE PARK , IL 60160
Change Date Thursday, 23 February 2012

<b>Annual Report</b>
Filing Date Friday, 13 March 2020
For Year 2020

<b>Officers</b>
President Name & Address RICARDO MARTINEZ 650 ANDY DR MELROSE PARK, IL 60160
Secretary Name & Address SOLE OFFICER

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

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

(One Certificate per Transaction)

This information was printed from [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com), the official website of the Illinois Secretary of State's Office.

Wed May 06 2020

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:53 05/06/20

ACTION: S

VENDOR NUMBER= \*\*\*\*\*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 05/06/20 AT 14:54 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

Martinez Frogs, Inc.

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

14:53 05/06/20

ACTION: S

VENDOR NUMBER= \*

OFFSET: 00 OF 00

VENDOR NAME: \*

CLAIMING AGENCY NUMBER: \*

CLAIMING AGENCY NAME: \*

CLAIMING AGENCY PHONE NUMBER: \*

DISCLAIMER:

AS OF 05/06/20 AT 14:58 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 DELINQUENT 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

Industrial Fence, Inc.



Substance Abuse Prevention  
Program Certification  
Public Act 95-0635

Contract # I-19-4716 Today's Date 03/17/2020

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.

Martinez Frogs Inc

Contractor

Ricardo Martinez

Name/Title of Authorized Representative

Signature of Authorized Representative

Industrial Fence, Inc.

Subcontractor

Tim Gray / Associate

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  
Type text here

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: Ricardo Martinez

Business Name: Martinez Frogs Inc

Taxpayer Identification Number:

Social Security Number: [REDACTED]

or

Employer Identification Number [REDACTED]

Legal Status (check one):

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

Signature of Authorized Representative: [REDACTED]

Date: March 17, 2020

# **Certificate of Registration**

**STATE BOARD OF ELECTIONS**

**Registration No. 43613**

**Martinez Frogs Inc**

650 Andy Drive

Melrose Park IL 60160

Information for this business last updated on:

Thursday, January 17, 2019

Certificate produced on Thursday, March 19, 2020 at 3:02 PM



# STATE OF ILLINOIS

## FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: 20-557THA-ENGCO-B-13112 Procurement/Contract #: I-19-4716 Elgin O'Hare Western Access Tollway (I-90) Building Demolition Franklin Ave. Bensenville

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: **IPG-0375614**

IPG Expiration Date: 03/18/2021

### 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
N/A	N/A	N/A
N/A	N/A	N/A

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

**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 #
Chicago Public Schools	John C. Burroughs Elementary School	Execution	\$26,000.00	CPS Project No: 2019-22481-NPL
N/A	N/A	N/A	N/A	N/A

**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: Martinez Frogs, Inc.

Phone: 708 259 9955

Street Address: 650 Andy Dr.

Email: ricardo@martinezfrogs.com

City, State, Zip: Melrose Park, IL 60160

Vendor Contact: Ricardo Martinez

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

Date: 3/19/2020

Printed Name: Ricardo Martinez

Title: President

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

Printed Name: Ricardo Martinez

Title: President

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Martinez Frogs Inc

System Vendor Number: 20060917

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## Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	3/13/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0375614
REVIEWER	<a href="#">Illinois Support User</a>
DATE REVIEWED	3/18/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	3/18/2021
FLAG FORM	<a href="#">Add Flag</a>

## Settings

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

## Entity Information

BUSINESS NAME	Martinez Frogs Inc
CONTACT FOR THIS SUBMISSION	<a href="#">Nancy Tenorio (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:nancy@martinezfrogs.com">nancy@martinezfrogs.com</a>
PHONE	708-259-9955
FAX	312-277-1976
COMPANY EMAIL	<a href="mailto:ricardo@martinezfrogs.com">ricardo@martinezfrogs.com</a>
TAX ID NUMBER	<div></div>
COMPANY TYPE	Corporation
ADDRESS	650 Andy Drive Melrose Park, IL 60160 <a href="#">[edit address]</a>

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Martinez Frogs Inc







System Vendor Number: 20060917

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## Vendor Registration

FORM NAME	A - B. Business Information & Additional Information
DESCRIPTION	Complete section A and B, in order to submit this form.
DATE SUBMITTED	3/13/2020
STATUS	Accepted
BUSINESS NAME	Martinez Frogs Inc
POINT OF CONTACT	<a href="#">Nancy Tenorio</a>
FLAG FORM	<a href="#">Add Flag</a>

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	Prime & Subcontractor	
2. NAME OF CEO/BUSINESS OWNER	Ricardo Martinez	
3. ANNUAL SALES/GROSS RECEIPTS	4,076,417	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	03/10/1999	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	The business conducts business in <b>one or more</b> counties. COOK COUNTY, LAKE COUNTY, DUPAGE COUNTY, WILL COUNTY, MCHENRY COUNTY, WINNEBAGO COUNTY	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	RICARDO MARTINEZ	
CONTACT PERSON TITLE	PRESIDENT	
CONTACT PERSON PHONE	7082599955	
CONTACT PERSON EMAIL	RICARDO@MARTINEZFROGS.COM	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	Small Business Administration (SBA)	
	Small Business Set-Aside Program (SBSP)	

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Martinez Frogs Inc

System Vendor Number: 20060917

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## Vendor Registration

FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	3/13/2020
STATUS	Accepted
BUSINESS NAME	Martinez Frogs Inc
POINT OF CONTACT	<a href="#">Nancy Tenorio</a>
FLAG FORM	<a href="#">Add Flag</a>

## C. Small Business Set-Aside Program

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

Yes

Construction

Document

Status

Required tax documents

Attached by Maribel Ibarra on 3/13/2020

[2018 Form IL-1120.pdf](#) (PDF, 5.02 MB)[Taxes 2018.pdf](#) (PDF, 4.82 MB)

## Additional Information

STAFF ATTACHED FILE(S)

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

## Customer Support

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Martinez Frogs Inc


System Vendor Number: 20060917

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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	3/13/2020
STATUS	Accepted
BUSINESS NAME	Martinez Frogs Inc
POINT OF CONTACT	<a href="#">Nancy Tenorio</a>
FLAG FORM	<a href="#">Add Flag</a>

## D. Department of Human Rights (DHR)

- |   |   |   |
|---|---|---|
| 1. HIGHEST NUMBER OF EMPLOYEES<br>(INCLUDING FULL AND PART TIME<br>EMPLOYEES) AT ANY TIME DURING<br>THE PAST YEAR | 15  |  |
| 2. SELECT THE DHR STATUS OF YOUR<br>BUSINESS  | My business had 15 or more employees at any time within the past year.<br>118731-00 |  |

## E. Authorized to do Business in Illinois

- |   |   |   |
|---|---|---|
| 1. IS YOUR BUSINESS REGISTERED<br>AND AUTHORIZED TO DO BUSINESS<br>IN ILLINOIS? | Yes, registered and in good standing with the Illinois Secretary of State |  |
|---|---|---|

## Additional Information

STAFF ATTACHED FILE(S)

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

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Martinez Frogs Inc


System Vendor Number: 20060917

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## Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	3/13/2020
STATUS	Accepted
BUSINESS NAME	Martinez Frogs Inc
POINT OF CONTACT	<a href="#">Nancy Tenorio</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. 


Yes

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


Yes

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


Yes

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

Yes

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 

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 

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)?



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

43613

## Additional Information

STAFF ATTACHED FILE(S)

Attach File

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Martinez Frogs Inc

System Vendor Number: 20060917

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## Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	3/13/2020
STATUS	Accepted
BUSINESS NAME	Martinez Frogs Inc
POINT OF CONTACT	<a href="#">Nancy Tenorio</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)

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Martinez Frogs Inc

System Vendor Number: 20060917

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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	3/13/2020
STATUS	Accepted
BUSINESS NAME	Martinez Frogs Inc
POINT OF CONTACT	<a href="#">Nancy Tenorio</a>
FLAG FORM	<a href="#">Add Flag</a>

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

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


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

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

No


C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

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

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

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

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <a href="#">03-13-20 IL Procurement Gateway Percentage of Ownership and Income form.pdf</a> (PDF, 51.17 KB)	Attached by Maribel Ibarra on 3/13/2020

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)?

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

## PREVIOUS 2 YEARS?

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**



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

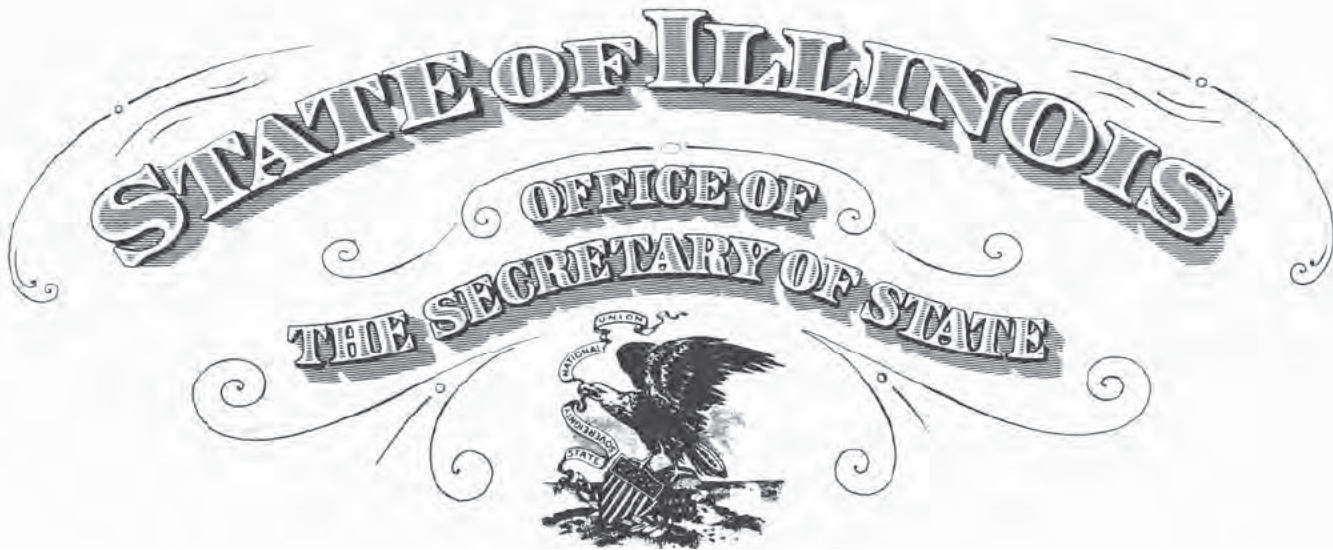
Vendor Name: MARTINEZ FROGS INC.

DBA: Click here to enter text.

**INSTRUCTIONS:**

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

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
Ricardo Martinez		100	\$1000	100	\$0
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.



***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*

MARTINEZ FROGS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 10, 1999, 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 10TH*  
*day of APRIL A.D. 2020 .*

*Jesse White*

SECRETARY OF STATE



## **PART III: CONTRACT REQUIREMENTS**

Contract Bond Agreement

Performance Bond

Payment Bond

Insurance

# AGREEMENT

CONTRACT NO: I-19-4716

(USE INK ONLY)

This agreement, authorized by the Board of Directors to be entered into in duplicate this 30th day of April, 2020 by and between The Illinois State Toll Highway Authority (hereinafter referred to as the "Tollway"), and Martinez Frogs, Inc.

- \* a corporation organized and existing under the laws of the State of Illinois and authorized to do business in Illinois. {Attach Secretary of State certification}

(\* DELETE ALL LINES THAT DO NOT APPLY)

with the principal office in the City of Melrose Park, in the State of Illinois (hereinafter referred to as "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: I-19-4716**

### **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 December 23, 2020, 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 December 23, 2022.

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: I-19-4716**

### **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: I-19-4716**

### **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. I-19-4716  
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 Martinez Frogs, Inc. at:

650 Andy Dr.  
Melrose Park, Illinois 60160

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: \_\_\_\_\_ May 7th, 2020  
President \_\_\_\_\_ Date  
Ricardo Martinez  
Printed Name as Signed Above

ATTEST: \_\_\_\_\_ (Seal)  
Secretary \_\_\_\_\_  
Ricardo Martinez  
Printed Name as Signed Above



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

APPROVED: \_\_\_\_\_ 08/14/2020  
Willard S. Evans Jr., Chairman/CEO \_\_\_\_\_ Date

APPROVED: \_\_\_\_\_ 08/13/2020  
Jose Alvarez, Executive Director \_\_\_\_\_ Date

APPROVED: \_\_\_\_\_ 08/11/2020  
Chief Financial Officer \_\_\_\_\_ Date

\_\_\_\_\_ 08/07/2020  
Kathleen Pasulka-Brown, General Counsel \_\_\_\_\_ Date

Approved as to Form and Constitutionality  
\_\_\_\_\_ 08/07/2020  
Attorney General, State of Illinois \_\_\_\_\_ Date



*[Handwritten signature]*

**CORPORATION SIGNATURE FORM**

At a meeting on May 7th, 2020, the Board of Directors  
of Martinez Frogs Inc. adopted the following Resolution:  
(Name of Corporation)

“BE IT RESOLVED that Ricardo Martinez  
(Name of Individual)

is hereby authorized, directed and empowered, on behalf of

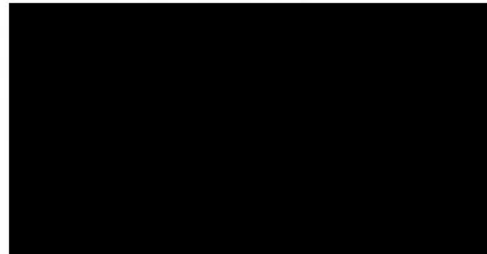
Martinez Frogs Inc.  
(Name of Corporation)

to execute the contract and any and all contract modifications or  
documentation in connection with The Illinois State Toll Highway  
Authority's Contract No. I-19-4716.”

I, Ricardo Martinez, 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)

May 7th, 2020  
Date



Secretary

Corporation Signature Form (104.2) 06-18-2014



**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 REVENUE****Director**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4716

PERFORMANCE BOND

Bond No. QSU001267

KNOW ALL PERSONS BY THESE PRESENTS, That we, Martinez Frogs, Inc.,  
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and General Casualty Company of Wisconsin  
(Name of Surety)

a corporation organized and existing under the laws of the State of Wisconsin 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 Five Hundred Seventy-three Thousand, One hundred Thirty Dollars and Twenty-Five Cents (\$573,130.25), 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 I-19-4716 Elgin O'Hare Western Access Tollway (I-490) Building Demolition

(Insert Contract Number and Description)

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

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

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

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals  
this 11th day of May, 2020.

Surety General Casualty Company of Wisconsin

Address 365 Northridge Road, Suite 400

Atlanta, GA 30350

By [Redacted]  
(Seal) Attorney in Fact David R. Brett

Agent for  
Surety David R. Brett

Address 365 Northridge Road, Suite 400

Atlanta, GA 30350

Principal Martinez Frogs, Inc.

Address 650 Andy Dr.

Park, IL 60160

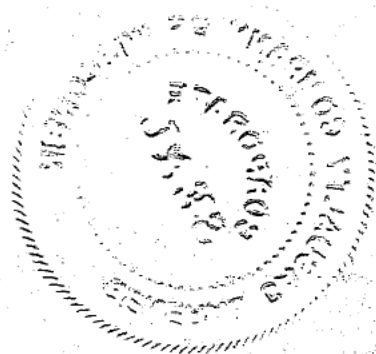
By [Redacted]  
(Signature) (Seal)  
RICARDO MARTINEZ / PRESIDENT  
(Name & Title)

Attest [Redacted]  
Corporate Secretary

(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)



## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that General Casualty Company of Wisconsin (the "Company"), a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 55 Water Street, 20<sup>th</sup> Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Andrew C. Heaner, Stefan E. Tauger, Arthur S. Johnson, James E. Feldner, Jeffery L. Booth, Melanie J. Stokes, David R. Brett, Scott E. Stoltzner, Jason S. Centrella, Michael J. Brown, Omar G. Guerra, Matthew Hollingsworth and Tamara Johnson of Allstar Surety Company, Inc. of Atlanta, GA**, its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

**RESOLVED**, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

**FURTHER RESOLVED**, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this January 2, 2020.

Attest:

GENERAL CASUALTY COMPANY OF WISCONSIN

(Seal)

By:

Brett Halsey  
Senior Vice President

By:

Charles Cygal  
Vice President

STATE OF NEW YORK

)

)SS.:

COUNTY OF NEW YORK

)

On this January 2, 2020, before me personally appeared Brett Halsey and Charles Cygal, both to me known to be Senior Vice President and Vice President, respectively, of General Casualty Company of Wisconsin, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

LINDA S. LIN

Notary Public, State of New York  
Reg. No. 02LI6110234  
Qualified in Queens County  
Commission Expires June 7, 2020

By:

Linda S. Lin, Notary Public

### CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of General Casualty Company of Wisconsin do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11th day of May, 2020.

(Seal)

By:

Mark Pasko, Corporate Secretary

**DocuGard 04541 – 6 Security Features**

- Prints "VOID" on front when duplicated
- Blue background highlights erasure alterations
- Watermark on back can be seen when sheet is held on an angle
- Coin-reactive ink on watermark changes color when scratched with a coin
- Microtext border contains the DocuGard name and is difficult to copy
- Security Features Box lists tamper-resistant attributes

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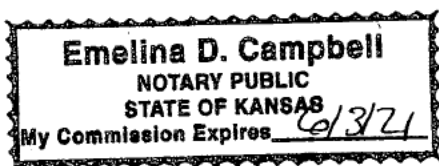
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Acknowledgement of Corporate Surety

STATE OF           )  
Kansas            ) SS  
COUNTY OF       )  
Johnson

On this 11th day of May 2020, before me personally  
appeared David R. Brett, to me known, who, being by me duly sworn,  
did depose and say: that he resides at Atlanta, GA that he is/ are the  
Attorney-in-fact of General Casualty Company of Wisconsin, the corporation  
described in and which executed and annexed instrument; that he know(s) the corporate  
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it  
was so affixed by the order of the Board of Directors of said corporation; that he signed  
the same name(s) thereto by like order; and that the liabilities of said corporation do not  
exceed its assets as ascertained in the manner provided by law.



[Redacted Signature]  
(Notary Public in and for the Above County and State)

My Commission Expires 6/3/21

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CONTRACT NO. I-19-4716

PAYMENT BOND

Bond No. QSU001267

KNOW ALL PERSONS BY THESE PRESENTS, That we, Martinez Frogs, Inc.,  
(Name of Principal)

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

("X" ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and General Casualty Company of Wisconsin  
(Name of Surety)

a corporation organized and existing under the laws of the State of Wisconsin 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 Five Hundred Seventy-three Thousand, One hundred Thirty Dollars and Twenty-Five Cents (\$573,130.25), 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 I-19-4716 Elgin O'Hare Western Access Tollway (I-490) Building Demolition  
(Insert Contract Number and Description)

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

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



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

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

this 11th day of May, 2020.

Surety General Casualty Company of Wisconsin Principal Martinez Frogs, Inc.

Address 365 Northridge Road, Suite 400

Address 650 Andy Dr.

Atlanta, GA 30350

Park, IL 60160

By [Redacted]  
(Seal) Attorney in Fact David R. Brett

By [Redacted]  
(Signature) (Seal)  
RICARDO MARTINEZ / PRESIDENT  
(Name & Title)

Agent for  
Surety David R. Brett

Attest [Redacted]  
Corporate Secretary

Address 365 Northridge Road, Suite 400  
Atlanta, GA 30350

(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)



## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that General Casualty Company of Wisconsin (the "Company"), a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 55 Water Street, 20<sup>th</sup> Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint Andrew C. Heaner, Stefan E. Tauger, Arthur S. Johnson, James E. Feldner, Jeffery L. Booth, Melanie J. Stokes, David R. Brett, Scott E. Stoltzner, Jason S. Centrella, Michael J. Brown, Omar G. Guerra, Matthew Hollingsworth and Tamara Johnson of Allstar Surety Company, Inc. of Atlanta, GA, its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

**RESOLVED**, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

**FURTHER RESOLVED**, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this January 2, 2020.

Attest:

GENERAL CASUALTY COMPANY OF WISCONSIN

(Seal)

By:

Brett Halsey  
Senior Vice President

By:

Charles Cygal  
Vice President

STATE OF NEW YORK )

)SS.:

COUNTY OF NEW YORK )

On this January 2, 2020, before me personally appeared Brett Halsey and Charles Cygal, both to me known to be Senior Vice President and Vice President, respectively, of General Casualty Company of Wisconsin, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

LINDA S. LIN  
Notary Public, State of New York  
Reg. No. 02LI6110234  
Qualified in Queens County  
Commission Expires June 7, 2020

By:

Linda S. Lin, Notary Public

### CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of General Casualty Company of Wisconsin do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11<sup>th</sup> day of May, 2020.

(Seal)

By:

Mark Pasko, Corporate Secretary

**DocuGard 04541 – 6 Security Features**

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Acknowledgement of Corporate Surety

STATE OF           )  
Kansas            ) SS  
COUNTY OF       )  
Johnson

On this 11th day of May 2020, before me personally  
appeared David R. Brett, to me known, who, being by me duly sworn,  
did depose and say: that he resides at Atlanta, GA that he is/ are the  
Attorney-in-fact of General Casualty Company of Wisconsin, the corporation  
described in and which executed and annexed instrument; that he know(s) the corporate  
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it  
was so affixed by the order of the Board of Directors of said corporation; that he signed  
the same name(s) thereto by like order; and that the liabilities of said corporation do not  
exceed its assets as ascertained in the manner provided by law.



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

My Commission Expires 6/3/21

determination is made by the Tollway that the contractor has failed to pay any required tolls and associated fines, the Tollway is authorized to take steps necessary to withhold the amounts of unpaid tolls and fines from any payment due the contractor by the Tollway and/or other State of Illinois office, department, commission, board or agency.

16. **INSURANCE**

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

17. **ILLINOIS HUMAN RIGHTS ACT**

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

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

18. **MULTI-PROJECT LABOR AGREEMENT**

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

19. **RESERVED**

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

The schedule of prices for this contract is available for download in spreadsheet format on the Tollway's Online Plan Room hosted by BHFx DIGITAL IMAGING at: [www.illinoistollwaybidding.com](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 printed form similar to the contract P-Pages and must be legible. See Page I-1, Item 4 for additional pay item pricing requirements.

21. **PUBLISHED PROCUREMENT INFORMATION:**

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

# COLLINS ENGINEERS<sup>INC</sup>

June 22, 2020

ISTHA Contract I-19-4716  
S.P.107.1

Mr. Ricardo Martinez  
Martinez Frogs Inc.  
650 Andy Dr.  
Melrose Park, Illinois 60160

Dear Mr. Martinez:

Collins Engineers, Inc. warrants that its Engineering Professional Liability insurance for the pay items listed below shall be maintained continuously for a period of not less than five years after the above referenced project is complete.

- Z0007601 – Building Removal No. 1
- Z0007602 – Building Removal No. 2

Sincerely,  
COLLINS ENGINEERS, INC.



Jason Schneider  
Regional Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2020

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 Agency, Ltd. 20 North Martingale Road Suite 100 Schaumburg IL 60173	<b>CONTACT</b> <b>NAME</b> Tom Kummerer <b>PHONE</b> (A/C, No, Ext) (847) 598-8749 <b>E-MAIL</b> ADDRESS tkummerer@assuranceagency.com <b>FAX</b> (A/C, No) (847) 440-9123
<b>INSURED</b> EHC Industries, Inc. 366 Hollow Hill Drive Wauconda IL 60084-	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A</b> Starr Surplus Lines Insurance <b>INSURER B</b> Starr Indemnity and Liability <b>INSURER C</b> Hartford Insurance Co of the M <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>

**COVERAGES****CERTIFICATE NUMBER:** 1348305285**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000065684201	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000336554201	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y / N N	Y	1000001757	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Leased & Rented Equipment Pollution/Professional Liability *Includes Asbestos Abatement			83MSCYH2041 1000065684201	6/1/2020 6/1/2020	6/1/2021 6/1/2021	Limit: \$100,000 Limit: \$1M occ/\$2M ag Ded: \$1,000 Ded: \$10,000

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

RE: I-19-4716

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability, Pollution/Professional Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

- 1.) Martinez Frogs, Inc.
- 2.) The Illinois Toll Highway Authority together with its officials directors and employees

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Martinez Frogs, Inc.

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

CORPORATION. All rights reserved.



**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Assurance Agency, Ltd.		NAMED INSURED EHC Industries, Inc. 366 Hollow Hill Drive Wauconda IL 60084-
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE

**ADDITIONAL REMARKS**

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

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability, Pollution/Professional Liability policies, when required by written contract and where allowed by law.

Umbrella follows underlying General Liability, Employers Liability, Professional/Pollution Liability

Pay Item No.: Z0007601 BUILDING REMOVAL NO.1 Z0007602 BUILDING REMOVAL NO.2



# Starr Surplus Lines Insurance Company

## Primary and Non-contributory, Additional Insured and Waiver of Subrogation

**Policy Number:** 1000065684201

**Effective Date:** June 1, 2020 at 12:01 A.M.

**Named Insured:** EHC Industries, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form  
Owners and Contractors Protective Liability Coverage Form  
Products/Completed Operations Liability Coverage Form  
Contractors Pollution Liability Coverage Form  
Professional Liability Coverage Form  
Site Pollution Liability Coverage Form

### SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
  3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR SURPLUS LINES INSURANCE COMPANY**

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

2. If a claim is made or a suit is brought against an Insured that is reasonably likely to involve this Policy, you or an Insured must notify us in writing as soon as practicable.
3. You and an Insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of loss or damage to which this insurance may also apply.
4. No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **I. Other Insurance**

If other insurance applies to "Ultimate Net Loss" that is also covered by this Policy, this Policy will apply excess of, and will not contribute to, the other insurance. Nothing herein will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, other insurance does not include:

1. "Underlying Insurance";
2. Insurance that is specifically written as excess over this Policy; or
3. Insurance held by a person(s) or organization(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured requires a specific limit of insurance that is in excess of the Underlying Limits of Insurance. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
  - a. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
  - b. The Limits of Insurance shown in the Declarations of this Policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for the funding of legal liabilities.

#### **J. Premium**

The first Named Insured shown in **ITEM 1.** of the Declarations shall be responsible for payment of all premiums when due.

The Advanced Premium shown in **ITEM 6.** of the Declarations is a flat premium for this Policy Period, unless Estimated Exposure, Rate Per and Audit Period are completed on the Declarations. In that case a Premium Audit Endorsement will be attached to the Policy.

Earned Premium in a Policy Period shall be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations, if applicable.

**K. Transfer of Rights of Recovery Against Others to Us**

If the Insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them. Reimbursement of recovery(ies), minus expenses incurred by us in the process of recovery, will be first made to any interest (including the Insured) who has paid any amounts in excess of the limits of this Policy; then next to us; and then finally to all other interests (including the Insured and the underlying insurer) with respect to the remaining amounts, if any.

**L. Unintentional Errors or Omissions**

Your failure to disclose all hazards existing as of the inception date of this Policy shall not prejudice you with respect to the coverage afforded by this Policy provided such failure or any omission is not intentional.

**M. When "Ultimate Net Loss" is Payable**

Coverage under this Policy will not apply unless and until the Insured or the Insured's "Underlying Insurance" has paid or is obligated to pay the full amount of the limits of the "Underlying Insurance" scheduled in **ITEM 5.** of the Declarations. If other insurance applies, coverage under this Policy will not apply until the other insurance has paid or is obligated to pay the full amount of its limit of insurance.

When the "Ultimate Net Loss" is determined, we will pay on behalf of the Insured the amount of "Ultimate Net Loss" to which this insurance applies.

**SECTION V. EXCLUSIONS**

This insurance shall not apply to:

**A. Asbestos**

1. "Ultimate Net Loss" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the Insured to indemnify any party because of damages arising out of such "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any suit or claim against the Insured seeking damages, if such suit or claim arises from "Ultimate Net Loss" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

**B. Auto Coverages**

"Ultimate Net Loss" arising out of or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

**C. Nuclear**

"Ultimate Net Loss":

**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 to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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:	Policy No.:	Endorsement No.:
Insured:	Premium:	
Insurance Company:	Countersigned by: _____	

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Where Required By Written Contract	Where Required By Written Contract
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.



# Starr Surplus Lines Insurance Company

## Primary and Non-contributory, Additional Insured and Waiver of Subrogation

**Policy Number:** 1000065684201

**Effective Date:** June 1, 2020 at 12:01 A.M.

**Named Insured:** EHC Industries, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form  
Owners and Contractors Protective Liability Coverage Form  
Products/Completed Operations Liability Coverage Form  
Contractors Pollution Liability Coverage Form  
Professional Liability Coverage Form  
Site Pollution Liability Coverage Form

### SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
  3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR SURPLUS LINES INSURANCE COMPANY**

\_\_\_\_\_  
Steve Blakey, President

\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel

**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
Where Required By Written Contract	Where Required By Written Contract
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.





## **Amendment of Limits of Insurance (Per Project or Per Location Aggregate Limit)**

**Policy Number:** 1000065684202

**Effective Date:** June 1, 2020 at 12:01 A.M.

**Named Insured:** EHC Industries, Inc.

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

1.
  - ☒ **Per Project General Aggregate Limit** **\$ 2,000,000**
  - ☐ **Per Location General Aggregate Limit**
  - ☐ **Per Project and Per Location General Aggregate Limit**
2.
  - ☐ **Overall Policy Aggregate Limit**

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III – LIM ITS OF INSURANCE**, is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
  - c. Damages under Coverage **B**.
3. Persons or organizations making claims or bringing "suits".
4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".



COLLIENG1

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
6/22/2020

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>  USI Insurance Services LLC 222 S. Riverside Plaza, Ste. 900 Chicago, IL 60606	<b>CONTACT NAME:</b> Alison Blaser <b>PHONE (A/C, No, Ext):</b> 312 766 2018 <b>FAX (A/C, No):</b> 610 537 1964 <b>E-MAIL ADDRESS:</b> alison.blaser@usi.com																					
<b>INSURED</b>  Collins Engineers, Inc. 550 W Jackson Blvd. Ste1200  Chicago IL 60661	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER B:</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C:</td><td>Commerce &amp; Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty Co of America	25674	INSURER B:	Travelers Indemnity Company	25658	INSURER C:	Commerce & Industry Insurance Company	19410	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES** **CERTIFICATE NUMBER:** 15067136 **REVISION NUMBER:** See below

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			630-7A377680	11/1/2019	11/1/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td>Valuable Papers</td><td>\$</td><td>150,000</td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000	Valuable Papers	\$	150,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract I-19-4716  
S.P. 107.1 Pay Items  
Z0007601 Building Removal No.1  
Z0007602 Building Removal No.2

Additional Insureds: Illinois State Toll Highway Authority and Martinez Frogs, Inc.

**CERTIFICATE HOLDER**

Martinez Frogs, Inc.  
650 Andy Dr.  
Melrose Park IL 60160

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 15047474 issued on 6/11/2020)

**Additional Remarks Schedule (Continued from Page 1)**

When agreed in written contract with the Named Insured, the above are additional insured as it relates to general liability and auto liability subject to the terms and conditions of the policies.



COLLIENG1

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
6/22/2020

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>  USI Insurance Services LLC 222 S. Riverside Plaza, Ste. 900 Chicago, IL 60606	<b>CONTACT NAME:</b> Alison Blaser <b>PHONE (A/C, No. Ext):</b> 312 766 2018 <b>FAX (A/C, No):</b> 610 537 1964 <b>E-MAIL ADDRESS:</b> alison.blaser@usi.com																					
<b>INSURED</b>  Collins Engineers, Inc. 550 W Jackson Blvd. Ste1200  Chicago IL 60661	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Beazley Insurance Company</td><td>37540</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Beazley Insurance Company	37540	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
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**COVERAGES****CERTIFICATE NUMBER:** 15067135**REVISION NUMBER:** See below

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
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A	Professional Liability Claims Made Form			V15RR9201501	03/15/2020	03/15/2021	\$2,000,000 each claim \$2,000,000 aggregate

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

RE:Contract No. I-19-4715 Contract I-19-4716  
S.P. 107.1 Pay Items  
Z0007601 Building Removal No.1  
Z0007602 Building Removal No.2

**CERTIFICATE HOLDER**

Martinez Frogs Inc.  
650 Andy Dr.  
Melrose Park, IL 60160

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 15047401 issued on 6/11/2020)



## RAM Insurance Agency

Risk Advisors & Managers

June 18, 2020

To: Illinois State Toll Highway Authority

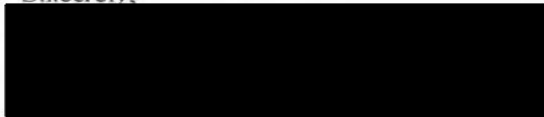
Re: Martinez Frogs, Inc.  
Certification letter  
Contract #I-19-4716, Elgin O'Hare Western Access Tollway

IL. State Toll Highway Authority,

All provisions of the accepted certificates of insurance and policy binders have been obtained and all endorsements indicated have been secured from the insurance carrier.

RAM Insurance Agency is a binding agent with Pekin Insurance Company and a broker on the contractor pollution liability policy.

Sincerely,



Robert H. Walker  
President